

STANWORTH RESIDENCES

DISCLOSURE STATEMENT

Body Corporate and Community Management Act 1997
Section 213

ITEM

1. **The Proposed Lot** The proposed Lot being purchased is Lot No _____ in the **Stanworth Residences** Community Title Scheme as identified by the corresponding Lot number on the Disclosure Plan contained in Schedule 1

2. **The Seller** Name: Novadeck Pty Ltd A.C.N 602 273 932
 Address: 301/50 Marine Parade, Southport Qld 4215

3. **The Buyer** Name: _____
 Address: _____

 Telephone: (h) _____
 (mob) _____

4. **Body Corporate Contributions S.213(2)(b)**

 - (i) The annual contributions for the first year after the establishment of the Community Titles Scheme reasonably expected to be payable to the Body Corporate by the Owner of the proposed Lot are set out in Schedule 3.
 - (ii) The extent to which the amount referred to in subparagraph (i) is based on the contribution schedule lot entitlements for the lots included in the Scheme is 100% with the exception of the insurance component which is based on the interest schedule lot entitlement
 - (iii) The extent to which the amount referred to in subparagraph (i) is based on the interest schedule lot entitlements for the lots included in the Scheme is 0% with the exception of the insurance component which is based on the interest schedule lot entitlement .
 - (iv) The contribution schedule lot entitlements, and interest schedule lot entitlements, for the lots included in the Scheme are set out in the proposed community management statement for the Scheme.

**5. Body Corporate Contracts
s.213(2)(c)**

The details of the proposed engagement of a person as a Body Corporate manager or service contractor for the Scheme proposed to be entered into after the establishment of the Scheme are as follows:

- (a) Body Corporate Manager (Administration Agreement)
 - (i) the terms of the engagement - substantially similar to the Agreement in Schedule 7.
 - (ii) the estimated cost of the engagement to the Body Corporate in the first year of the Scheme is \$10,920 exclusive of GST- see Schedule 3.
 - (iii) The proportion of the cost to be borne by the Owner of the proposed Lot for the first year of the relevant engagement is based on the Contribution Schedule Lot Entitlements for the Lots in the Scheme and is the dollar amount stated in the column headed "Body Corporate Manager's Fee p.a." in Schedule 3 - see Schedule 3.
- (b) Service Contractor (Caretaker Agreement)
 - (i) the terms of the engagement - substantially similar to the Agreement in Schedule 8.
 - (ii) the estimated cost of the engagement to the Body Corporate for Stage 1 in the first year of the Scheme is \$78,000.00 exclusive of GST - see Schedule 3 and Schedule 8.
 - (iii) The proportion of the cost to be borne by the Owner of the proposed Lot for the first year of the relevant engagement is based on the Contribution Schedule Lot Entitlements for the Lots in the Scheme and is the dollar amount stated in the column headed "Caretaker's Fee p.a." in Schedule 3 - see Schedule 3.
- (c) Service Contractor (Stormwater Maintenance Agreement)
 - (i) the terms of the engagement - substantially similar to the Agreement in Schedule 12.
 - (ii) the estimated cost of the engagement to the Body Corporate for Stage 1 in the first year of the Scheme is \$13,500 exclusive of GST - see Schedule 3.
 - (iii) The proportion of the cost to be borne by the Owner of the proposed Lot for the first year of the relevant engagement is based on the Contribution Schedule Lot Entitlements for the

Lots in the Scheme - see Schedule 3.

(d) Service Contractor (Centralised Energy Equipment)

- (i) the terms of the engagement - substantially similar to the Agreement in Schedule 13.
- (ii) the estimated cost of the engagement to the Body Corporate - see Schedule 3 and Schedule 13.
- (iii) The proportion of the cost to be borne by the Owner of the proposed Lot for the first year of the relevant engagement is based on the Contribution Schedule Lot Entitlements for the Lots in the Scheme - see Schedule 3.

- | | | |
|------------|--|---|
| 6. | Letting Contract S.213(2)(d) | Details of the terms of any proposed authorisation of a person as a letting agent for the Scheme proposed to be given after the establishment of the Scheme - similar to the Agreement in Schedule 9 |
| 7. | Body Corporate Assets S.213(2)(e) | Details of all Body Corporate assets proposed to be acquired by the Body Corporate after the establishment of the Scheme - as specified in Schedule 10. |
| 8. | Proposed Community Management Scheme S.213(2)(f) | The proposed Community Management Statement is annexed as Schedule 4. |
| 9. | Regulation Module S.213(2)(g) | The regulation module to apply is the Accommodation module. |
| 10. | Other matter prescribed by regulation S.213(2)(h) | Nil |
| 11. | Representation as to Title | The prospective Seller or the prospective Seller's agent (whether personally or by any employee) has not made or offered to the prospective Buyer or the prospective Purchaser's agent any representation, promise or term with respect to the provision to the Purchaser of a Certificate of Title that relates to the Lot in question except that an indefeasible title for the Lot in question will be created on the recording of the particulars of the Lot in the Freehold Land Register. |
| 12. | Power of Attorney S.219 | The Seller discloses that it will require the Buyer to give the Seller a power of attorney on the terms specified in Schedule 5. |
| 13. | Disclosure Plan S.213AA and S.213(2)(a) | This Disclosure Statement is accompanied by a Disclosure Plan for the Proposed Lot. The Disclosure Plan is contained at Schedule 1 of this Disclosure Statement. |
| 14. | Date by which the Seller must settle contract | 3 years after the day the Contract was entered into by the Buyer, or if the Buyer requests a later date for settlement |

SCHEDULE 1

Disclosure Plan

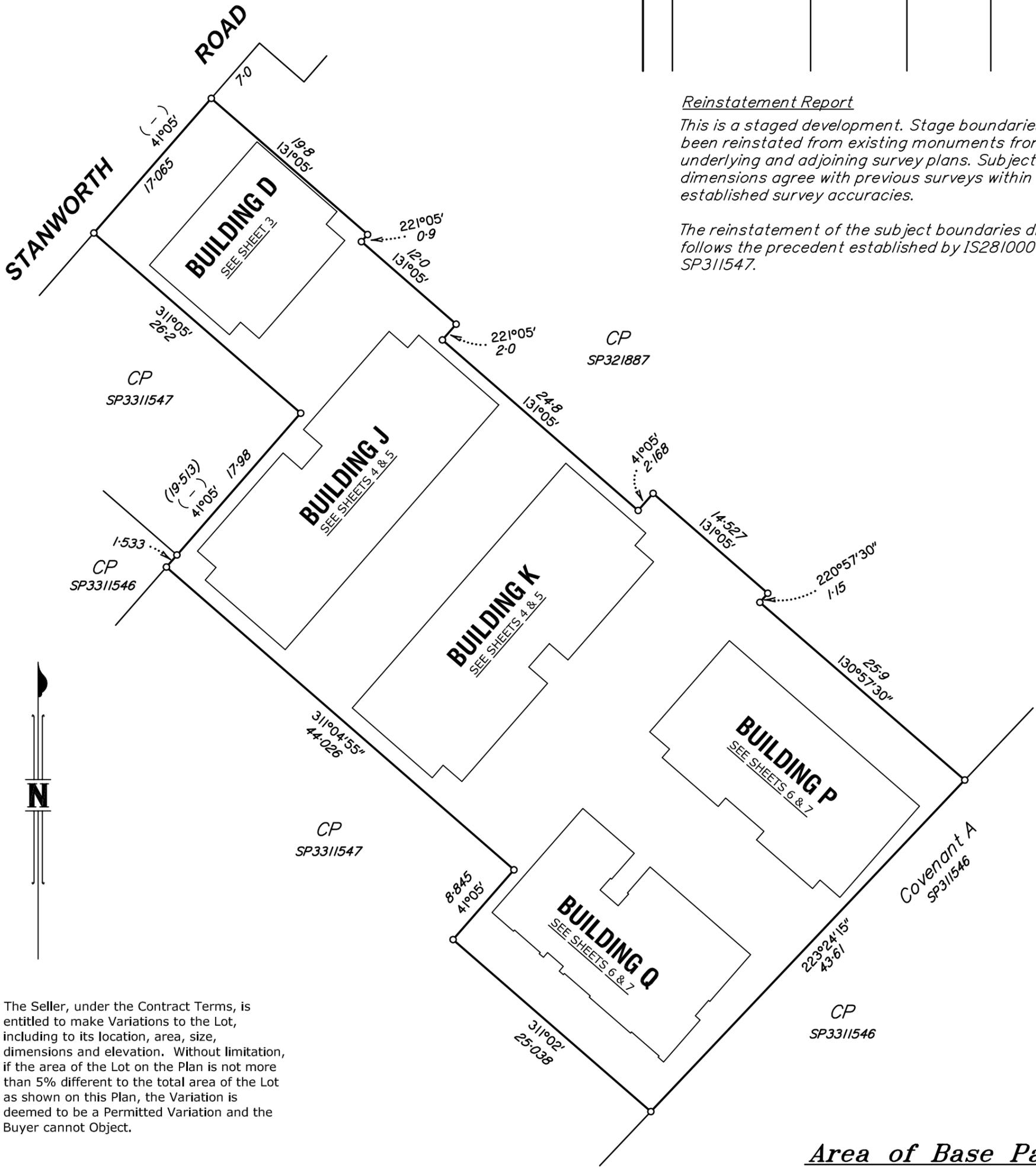
The proposed Lot is identified by the respective lot number on the Disclosure Plan attached.

The Buyer acknowledges that the plans are draft only and are subject to change.

The Buyer and the Seller acknowledge the Disclosure Statement and the Schedules attached are subject to and form part of the Contract.

PERMANENT MARKS					
PM	ORIGIN	BEARING	DIST	NO	TYPE

STN	TO	ORIGIN	BEARING	DIST



Reinstatement Report

This is a staged development. Stage boundaries have been reinstated from existing monuments from underlying and adjoining survey plans. Subject dimensions agree with previous surveys within established survey accuracies.

The reinstatement of the subject boundaries directly follows the precedent established by IS281000 & SP311547.

PRELIMINARY

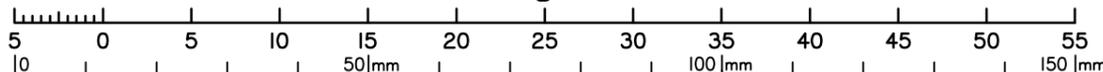
The Seller, under the Contract Terms, is entitled to make Variations to the Lot, including to its location, area, size, dimensions and elevation. Without limitation, if the area of the Lot on the Plan is not more than 5% different to the total area of the Lot as shown on this Plan, the Variation is deemed to be a Permitted Variation and the Buyer cannot Object.

Peg placed at all new corners, unless otherwise stated.

All Buildings are 2 Storey.

Area of Base Parcel
3095 m²

Scale 1:400 - Lengths are in Metres.



Wolter Consulting Group Pty Ltd (ACN 147 343 084) hereby certify that this plan has been prepared by us as a preliminary copy of the proposed subdivision from supplied design drawings provided by Heran Building Group on 30/09/2020.

Final areas are subject to design changes, Council approval, construction, field survey and registration with the Department of Natural Resources, Mines and Energy and may differ from those shown on this plan.

AR

23-10-2020
Date

Cadastral Surveyor

Plan of Lots 7, 8, 29-36, 53-59 & Common Property

Cancelling Lot 502 on SP311547

LOCAL GOVERNMENT: **BRISBANE CITY**

LOCALITY: **BOONDALL**

Meridian: **SP311547**

Survey Records: *No*

Scale: **1:400**

Format: **BUILDING**

SP321886
VERSION A - 23-10-2020

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WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.

(Dealing No.)

4. Lodged by

(Include address, phone number, email, reference, and Lodger Code)

I. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
	Lot 502 on SP311547	7, 8, 29-36, 53-59 & CP	---	---

PRELIMINARY

SP311547 to register prior to the registration of this survey plan.

Date of Development Approval: --

6. Building Format Plans only.

I certify that :

* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;

~~* Part of the building shown on this plan encroaches onto adjoining * lots and road~~

..... Cadastral Surveyor/Director* Date

*delete words not required

7. Lodgement Fees :

Survey Deposit	\$
Lodgement	\$
..... New Titles	\$
Photocopy	\$
Postage	\$
TOTAL	\$

8. Insert Plan Number

SP321886

7, 8, 29-36, 53-59 & CP	Por 37
Lots	Orig

2. Orig Grant Allocation :

3. References :

Dept File :

Local Govt :

Surveyor : 18-0185/3

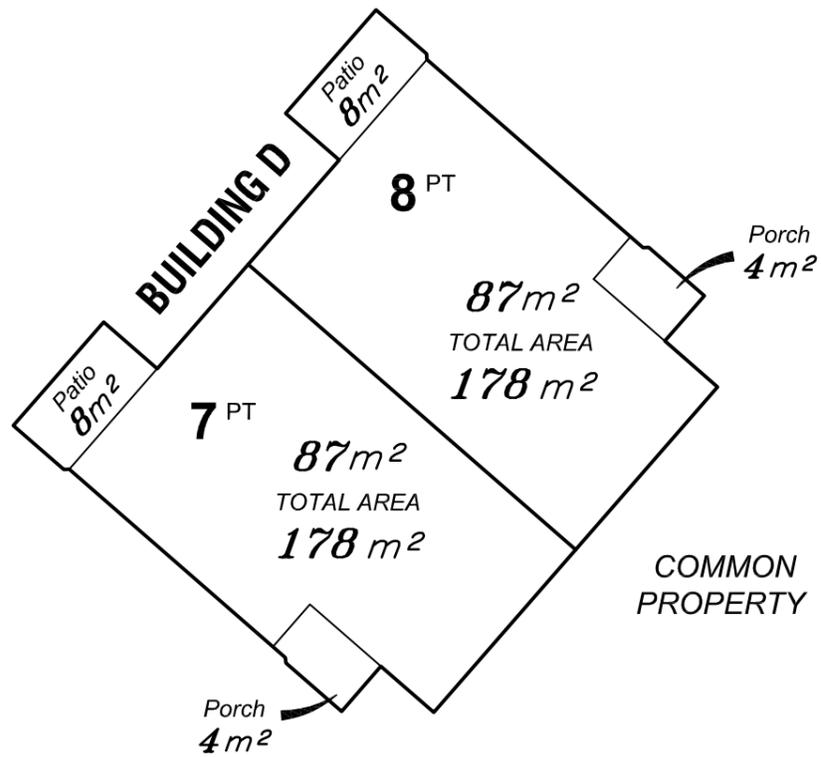
5. Passed & Endorsed :

By : Wolter Consulting Group Pty Ltd

Date :

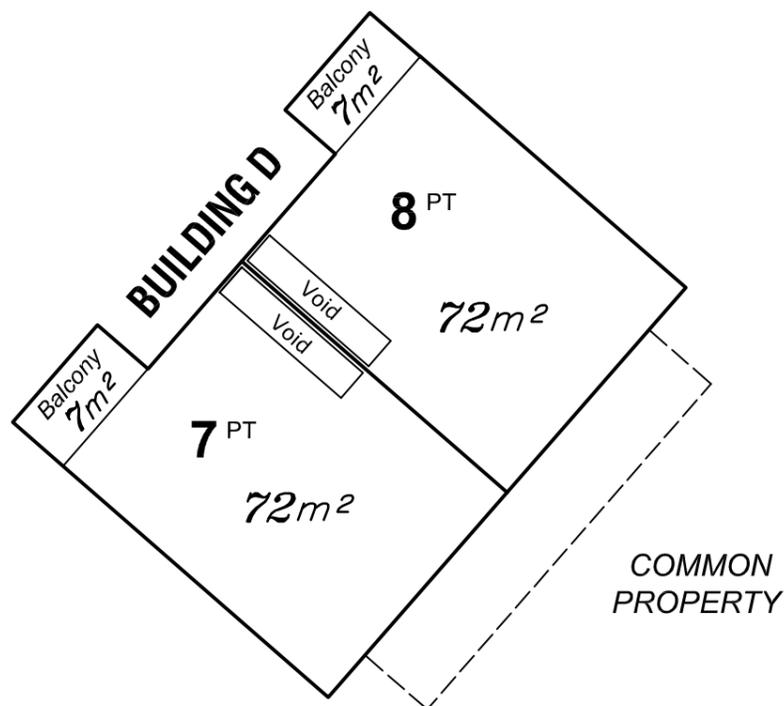
Signed :

Designation : Liaison Officer



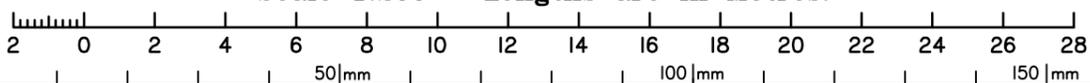
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PRELIMINARY



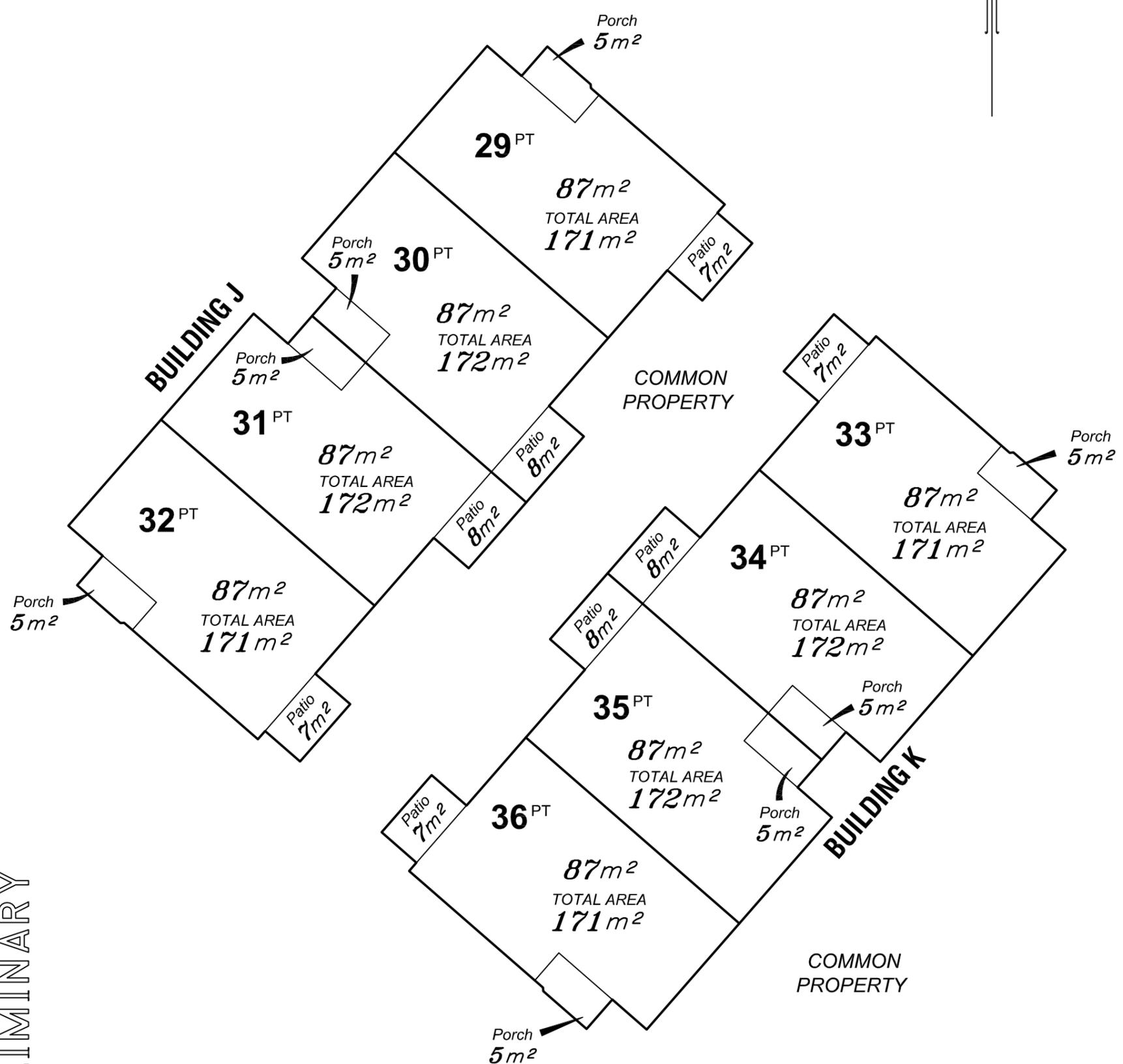
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Scale 1:200 - Lengths are in Metres.



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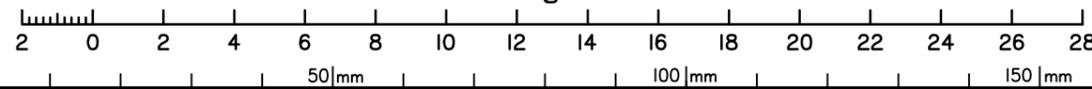
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PRELIMINARY

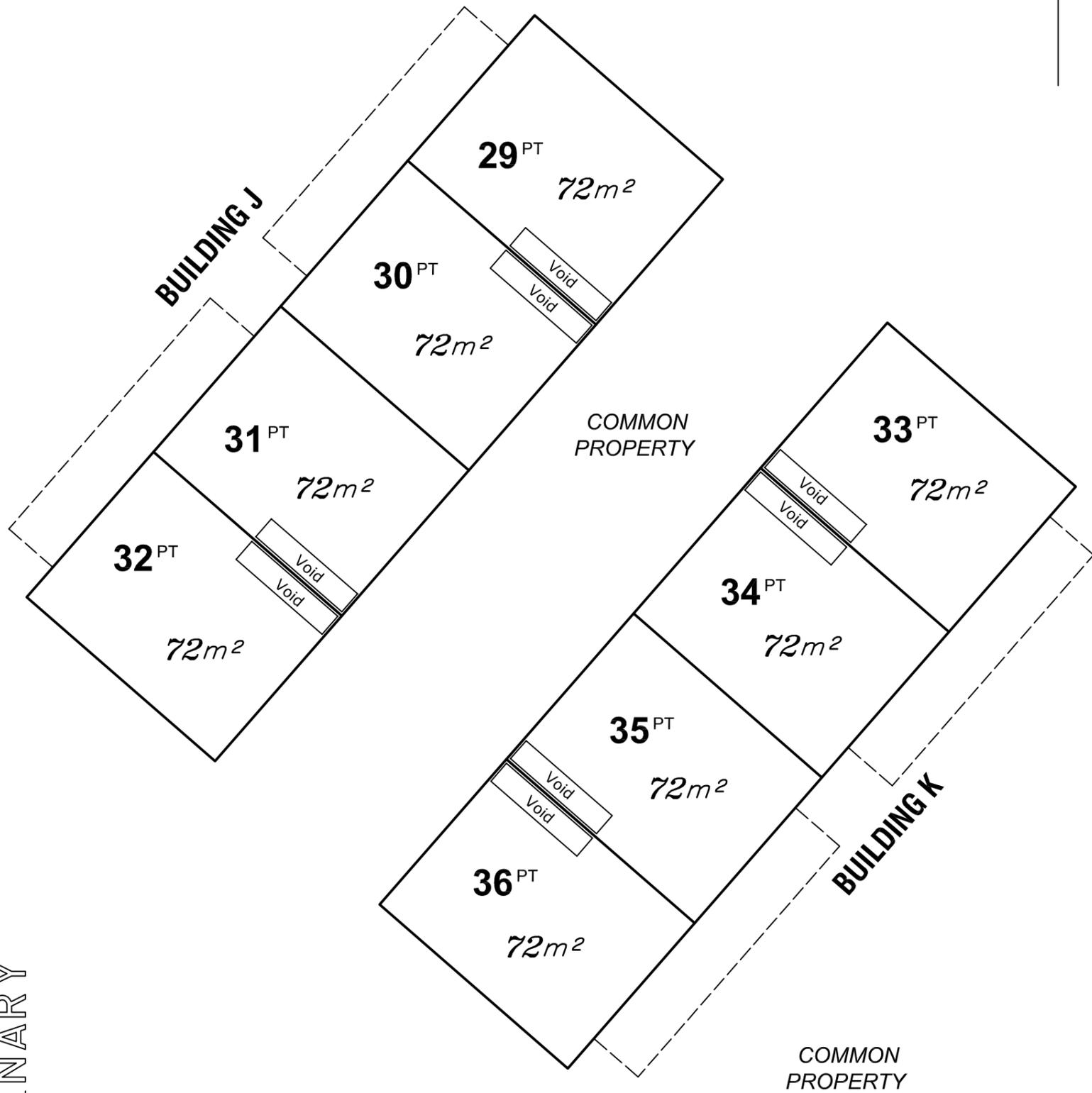
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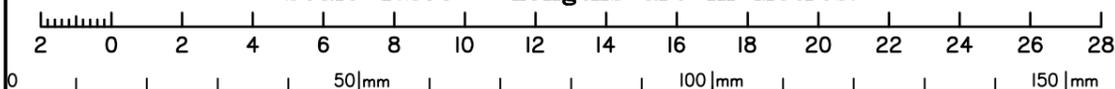


PRELIMINARY

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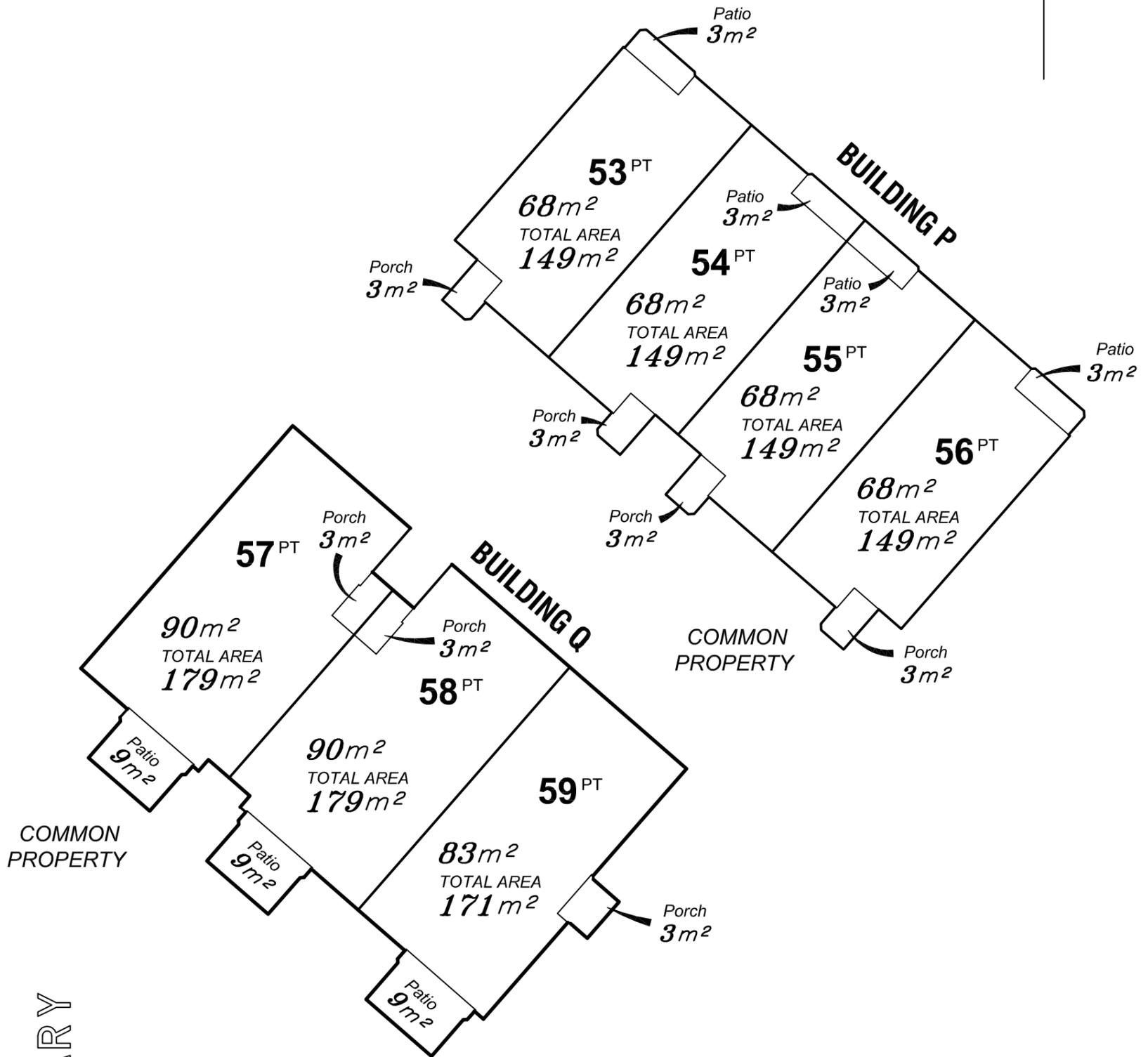
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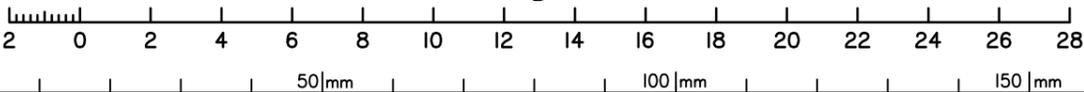
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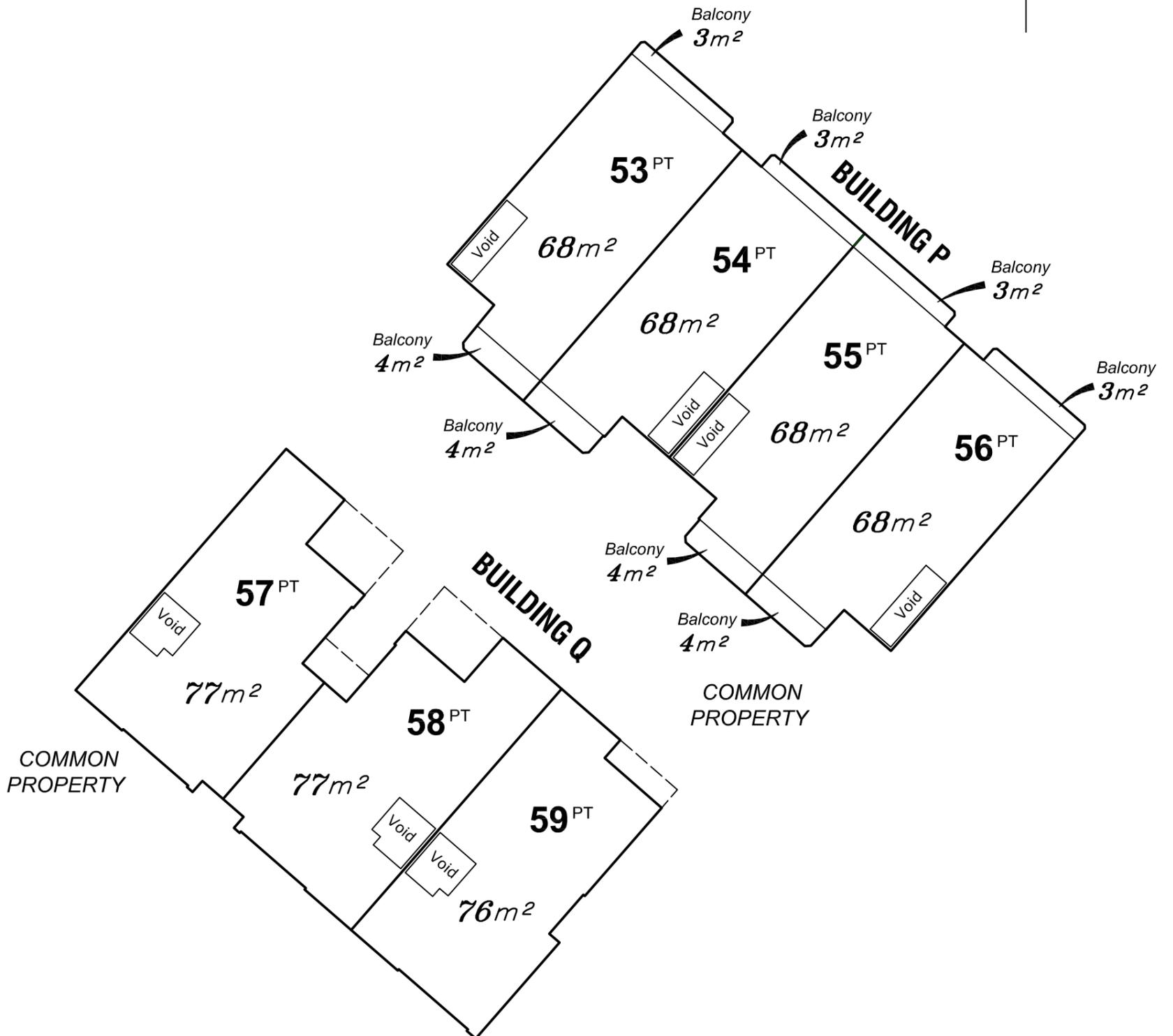
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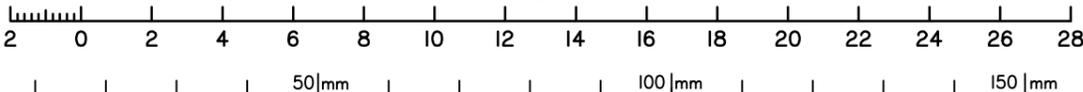


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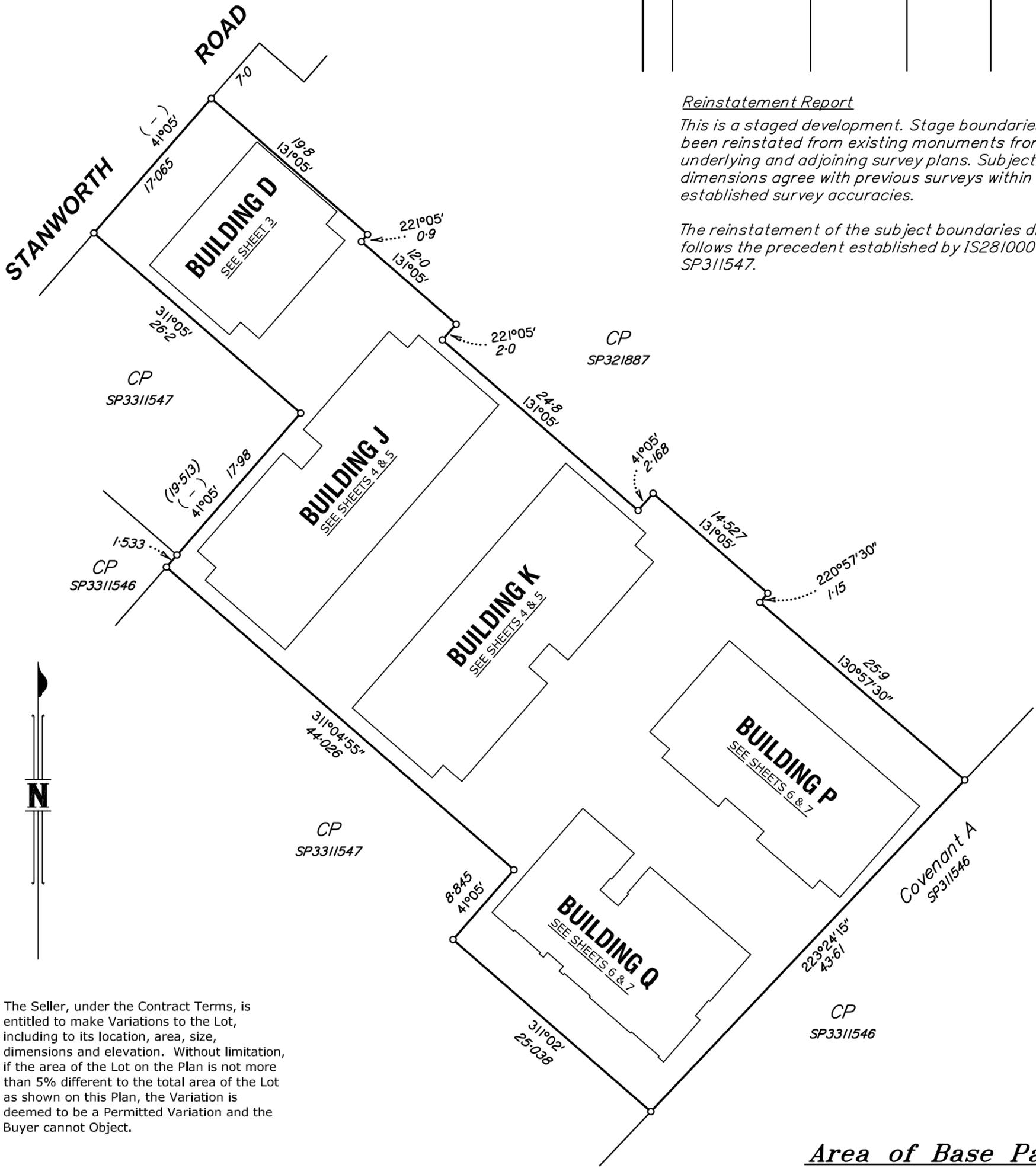
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SURVEY PLAN

REFERENCE MARKS

PERMANENT MARKS					
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STN	TO	ORIGIN	BEARING	DIST



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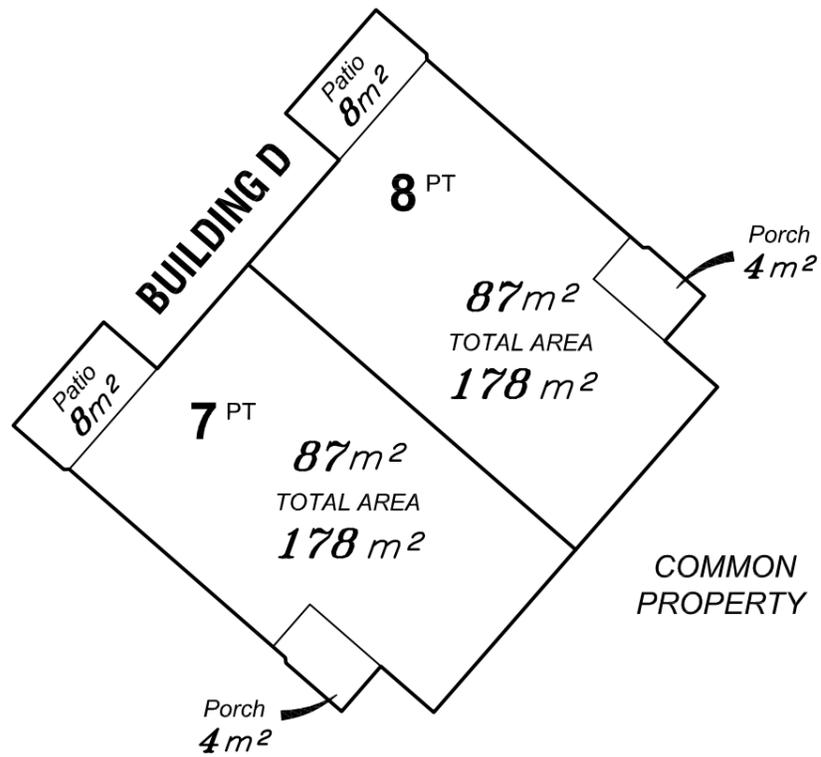
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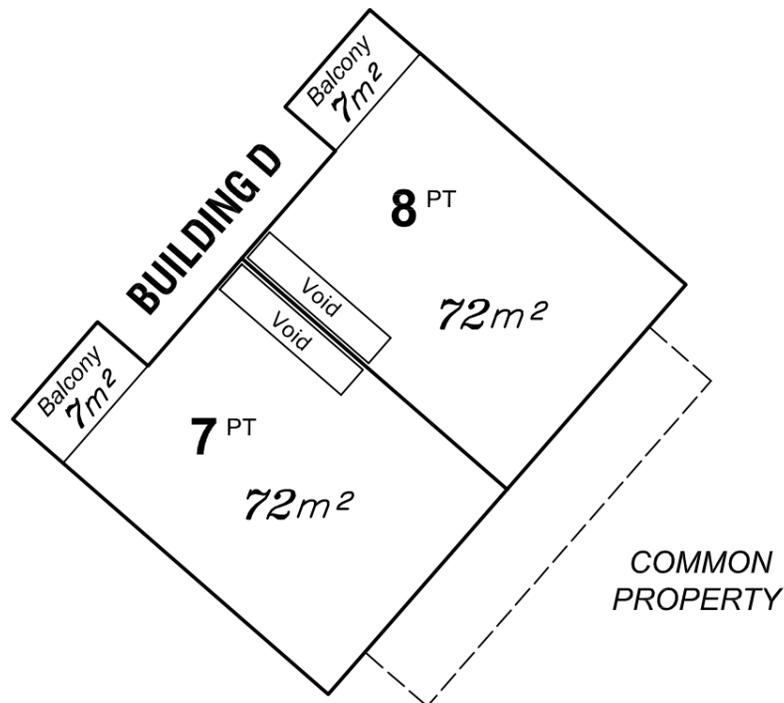
5. Passed & Endorsed :

By : **Wolter Consulting Group Pty Ltd**
 Date :
 Signed :
 Designation : **Liaison Officer**



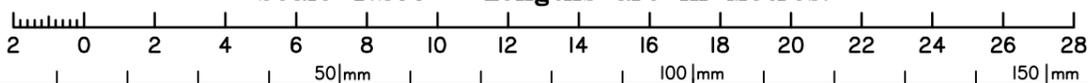
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PRELIMINARY



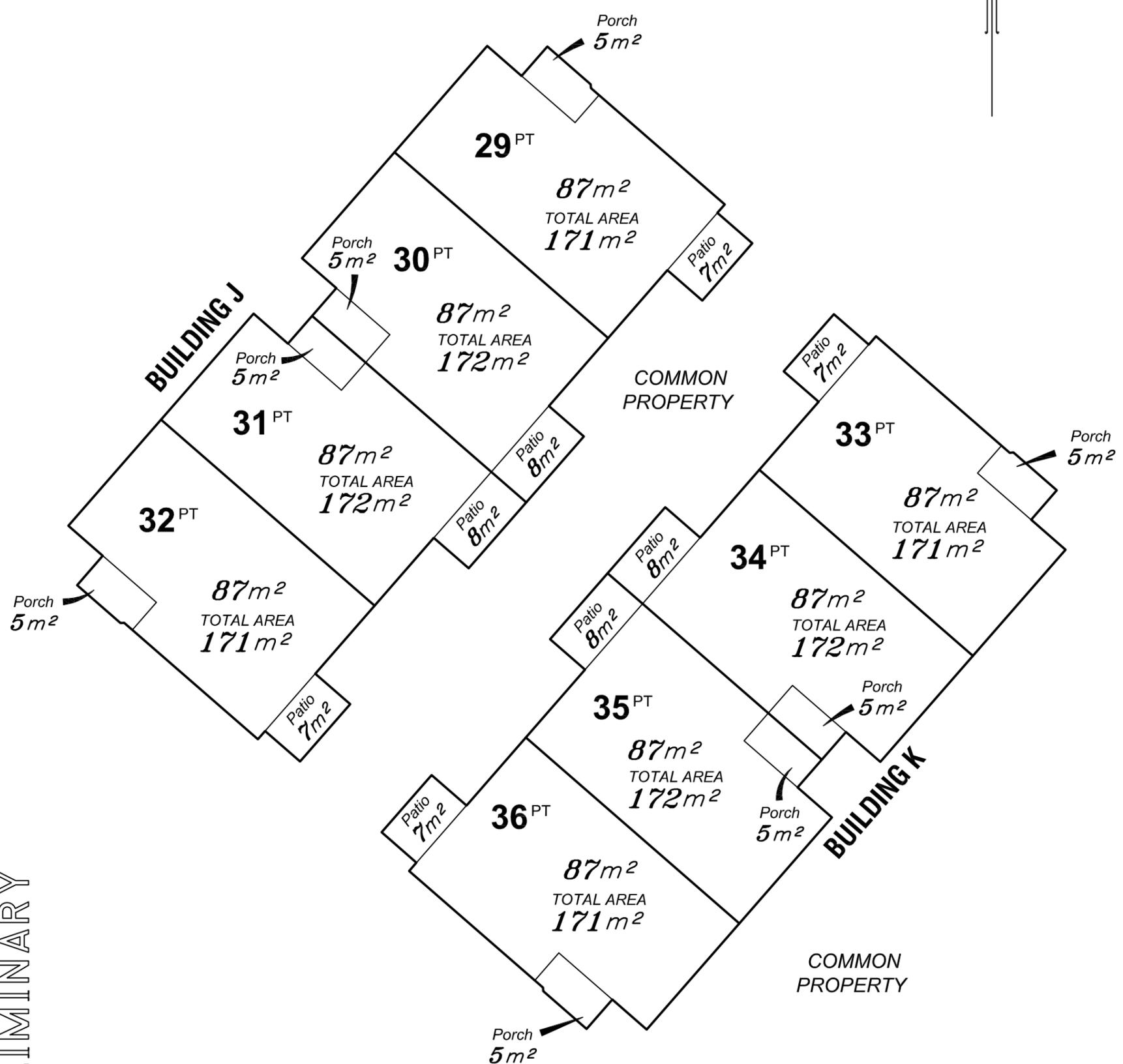
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SCALE 1:200

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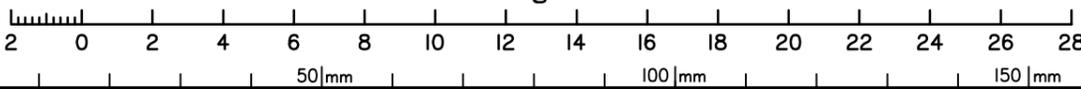
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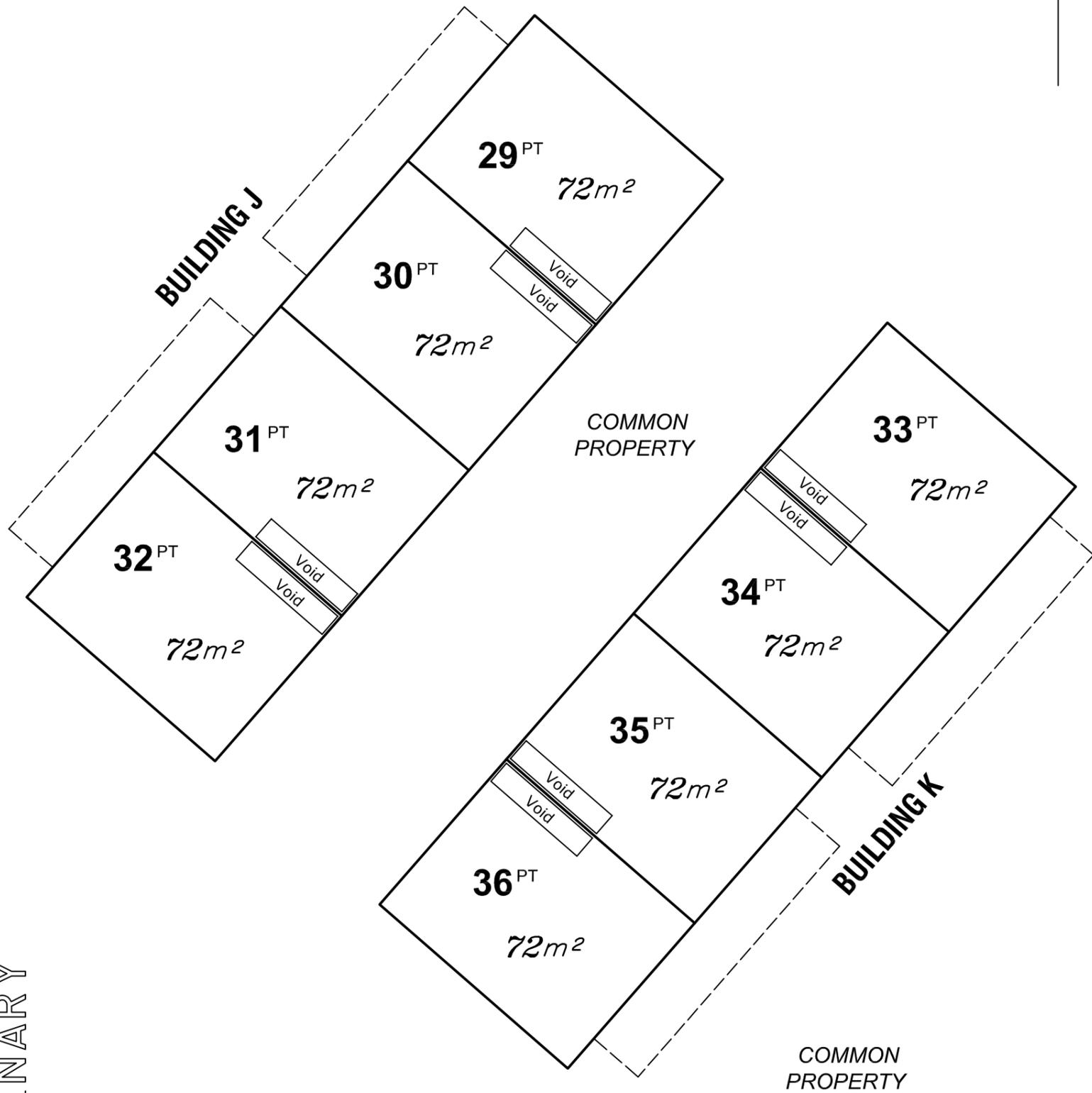
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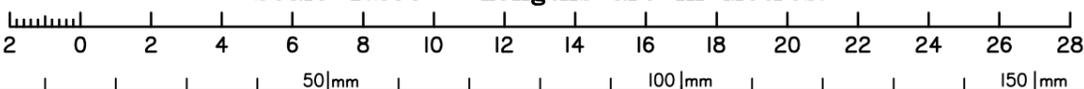


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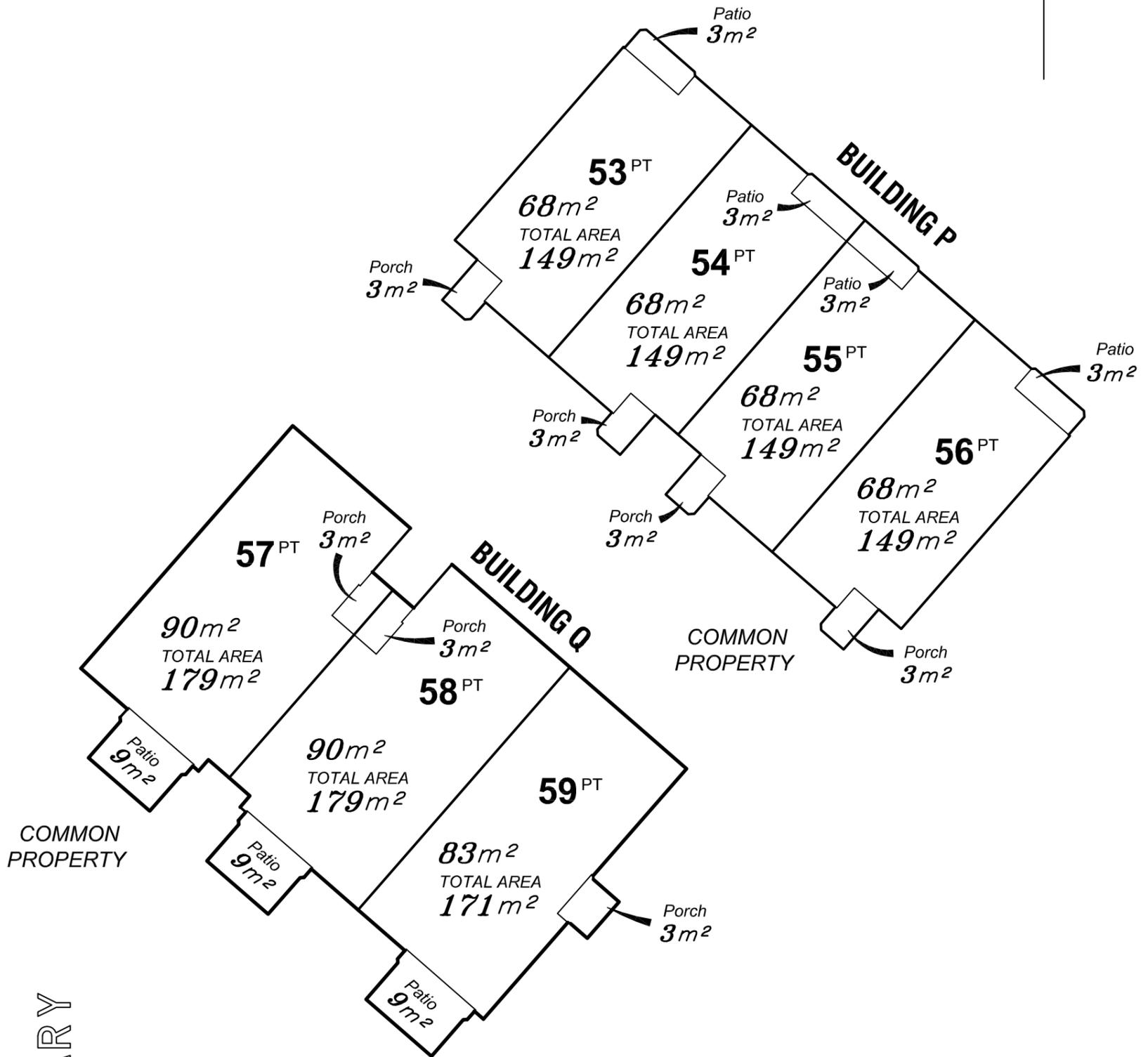
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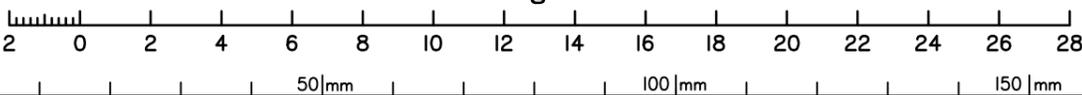
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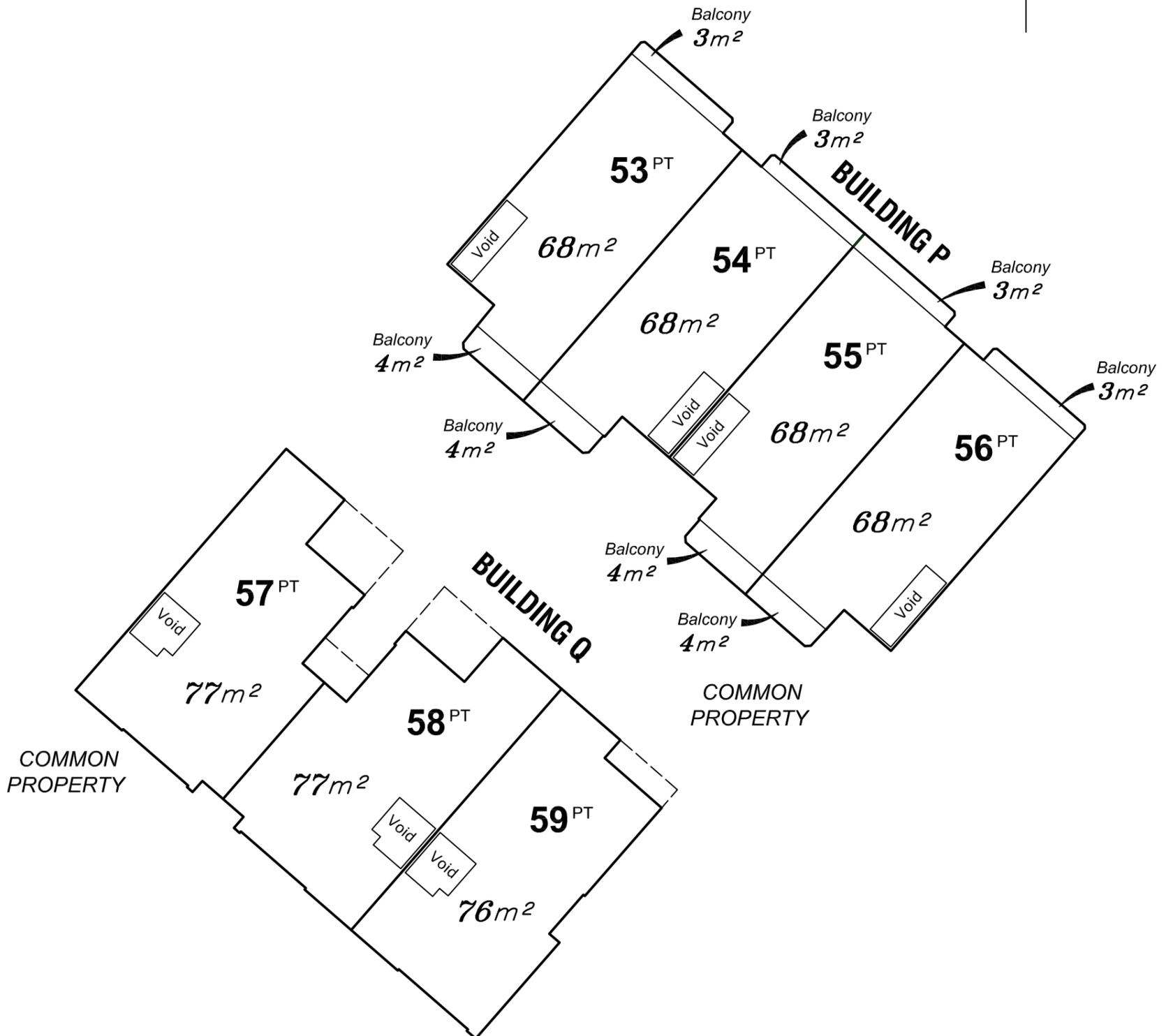
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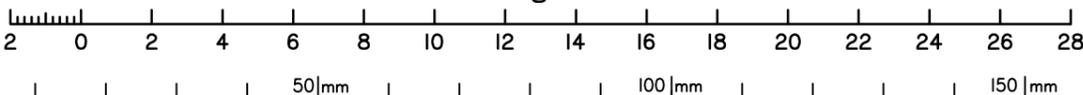


PRELIMINARY

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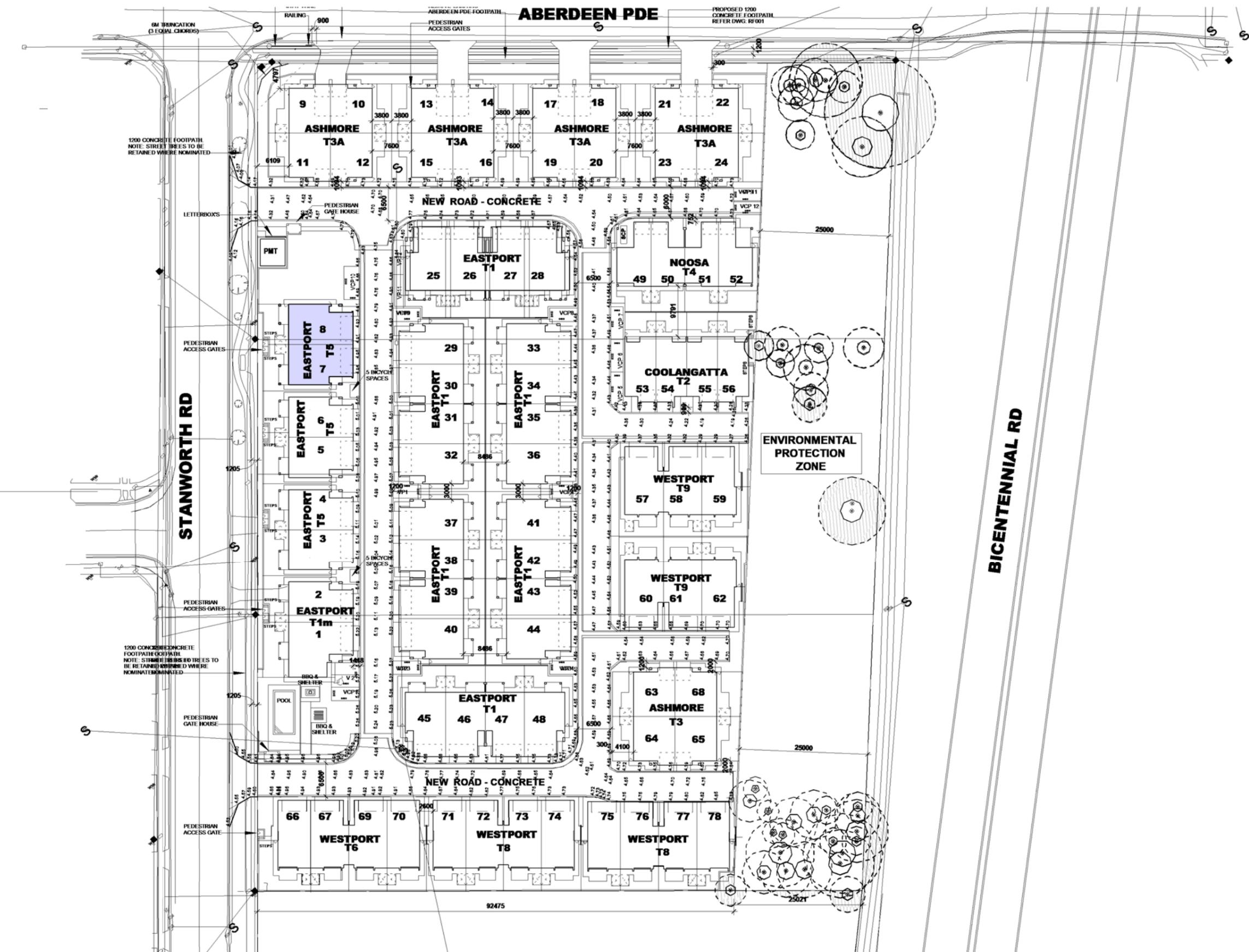
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Scale 1:200 - Lengths are in Metres.



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Insert Plan Number **SP321886**



ABN 22 010 071 744
 DESIGNERS AND BUILDERS
 OF QUALITY HOMES EST. 1952
 301/50 MARINE PARADE
 SOUTHPORT Q 4215
 P. 07 5528 0111
 F. 07 5528 0333

No.	Description	Date
F	BA ISSUE	29.07.20

Project	Unit Type
M.D UNITS	T5-EASTPORT Duplex
Location	Unit Number
97-107 STANWORTH RD, BOONDALL	UNITS (7-8)
Client	
NOVEADECK PTY LTD	

Sheet Name		
LOCATION PLAN		
Scale	Drawn by	Date
1 : 750	AW	JAN 2019
Project Number	Drawing Number	Revision
0000	01	F



WINDOW SCHEDULE GROUND FLOOR

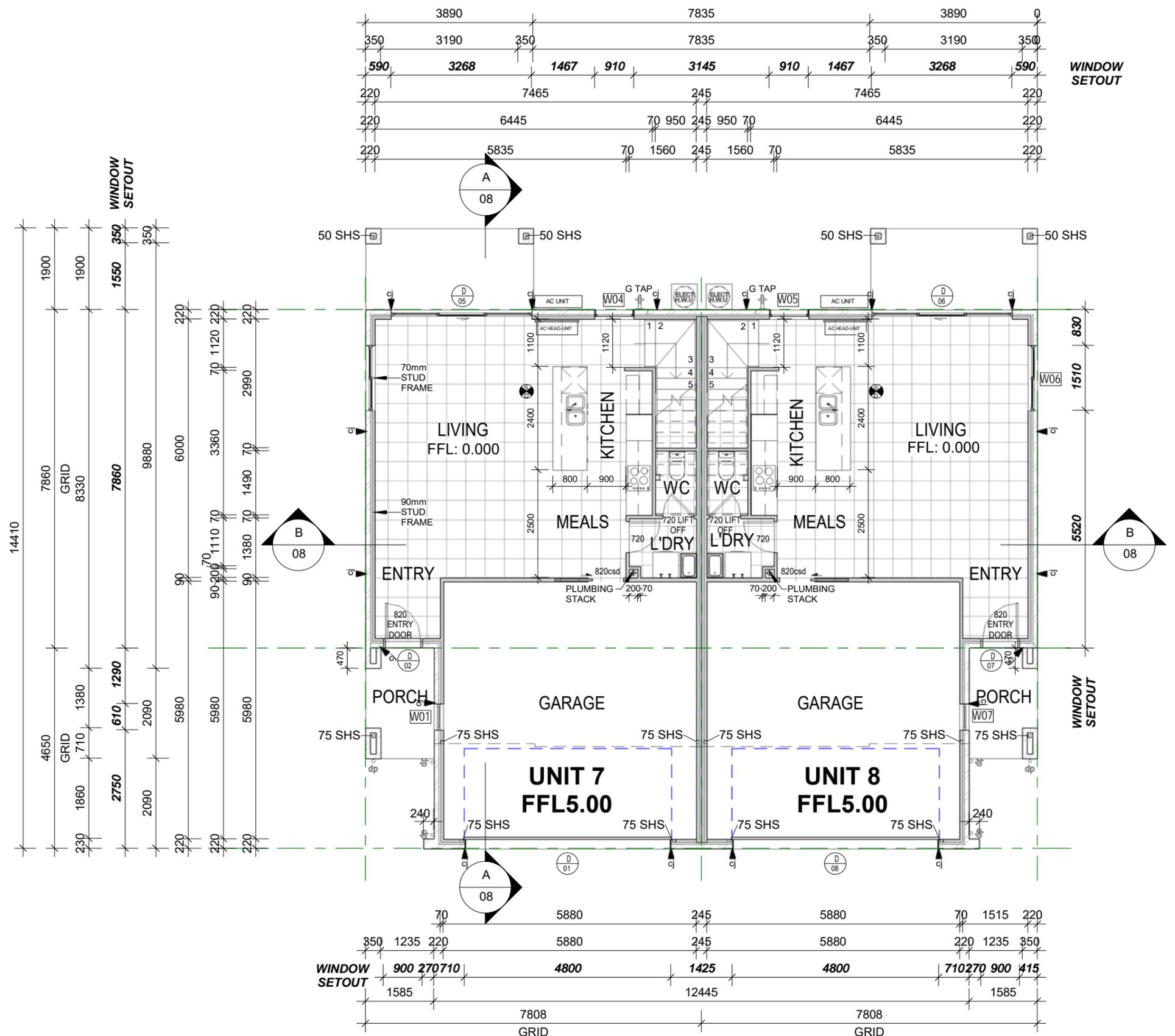
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01	18.06 FW	140 x 35		No
04	18.09 AW	140 x 35		No
05	18.09 AW	140 x 35		No
06	18.15 SW	140 x 35		No
07	18.06 FW	140 x 35		No
09	18.15 SW	140 x 35		No

DOOR SCHEDULE (EXT.) GROUND FLOOR

Mark	Type	Lintel MGP12	Acoustic Info	Seals
01	21.48 PANEL LIFT	240 x 65 18C		No
02	820 ENTRY DOOR	140 x 35		No
05	21.31 SD	2/240x35		No
06	21.31 SD	2/240x35		No
07	820 ENTRY DOOR	140 x 35		No
08	21.48 PANEL LIFT	240 x 65 18C		No

NOTES

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.



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 301/50 MARINE PARADE
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 F. 07 5528 0333

No.	Description	Date
F	BA ISSUE	29.07.20

Project: M.D UNITS
 Location: 97-107 STANWORTH RD, BOONDALL
 Client: NOVEADECK PTY LTD

Unit Type: T5-EASTPORT Duplex
 Unit Number: UNITS (7-8)

Sheet Name		
GROUND FLOOR PLAN		
Scale	Drawn by	Date
1 : 100	AW	JAN 2019
Project Number	Drawing Number	Revision
0000	03	F



S:\Town House Developments_Current\Stanworth Street 97-107, BOONBALL\10 - BA Plans\STAGE 3\UNIT 7-8) EASTPORT DUPLEX MODERN.rvt

WINDOW SCHEDULE FIRST FLOOR

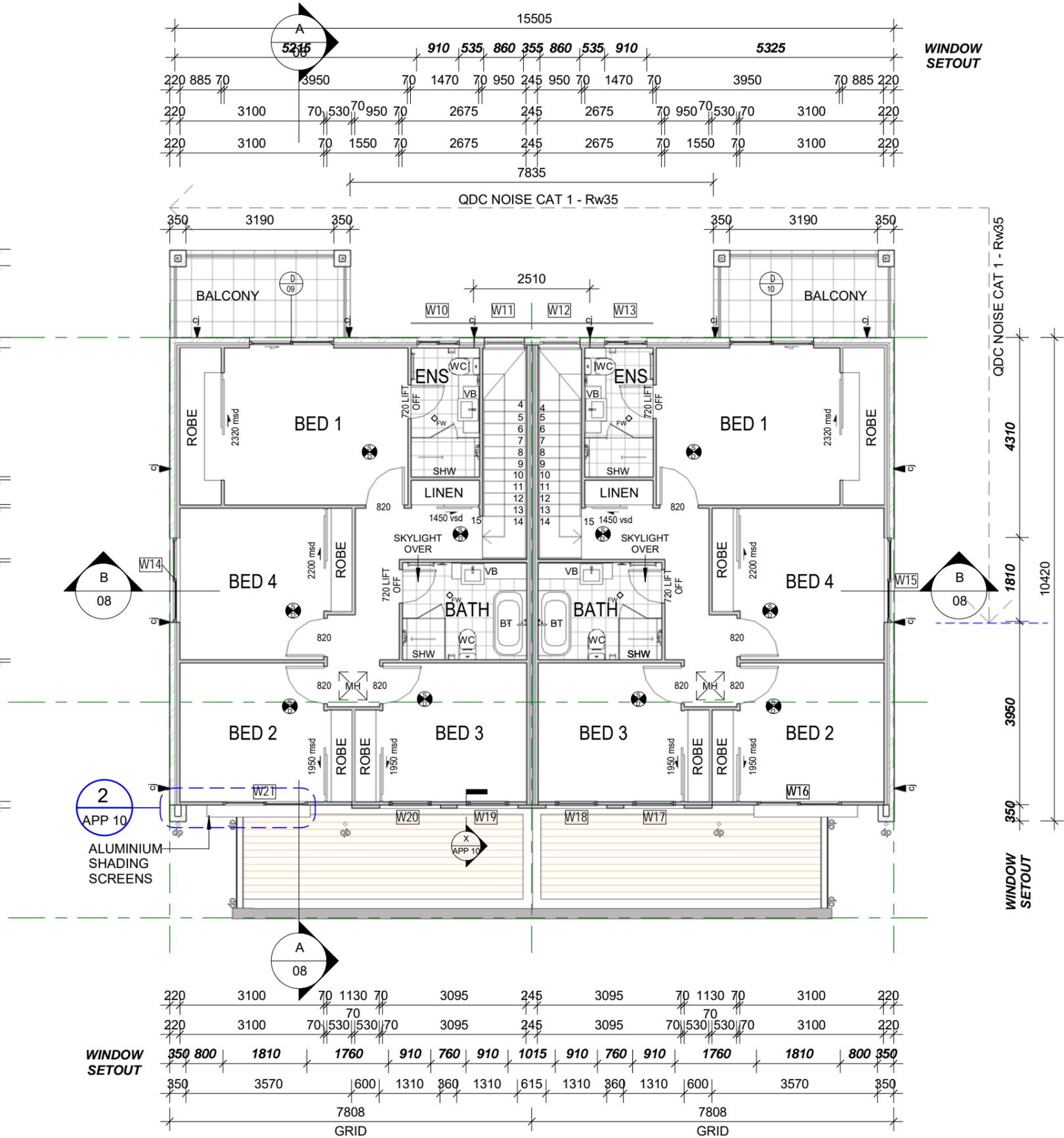
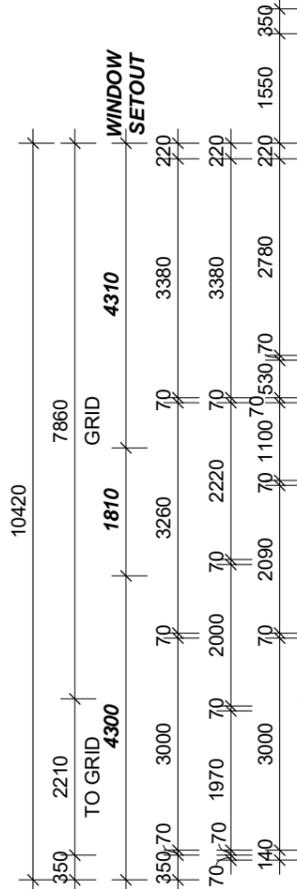
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12	15.09 FW	140 x 35		Yes
13	09.09 SW	140 x 35		Yes
14	10.18 SW	190 x 35		No
15	10.18 SW	190 x 35	Rw27 4mm FLOAT	Yes
16	10.18 SW	2/190 x 35		No
17	12.09 AW	140 x 35		No
18	12.09 AW	140 x 35		No
19	12.09 AW	140 x 35		No
20	12.09 AW	140 x 35		No
21	10.18 SW	2/190 x 35		No

NOTES

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

DOOR SCHEDULE (EXT.) FIRST FLOOR

Mark	Type	Lintel MGP12	Acoustic Info	Seals
09	21.18 SD	2/190x35	Rw27 4mm FLOAT	Yes
10	21.18 SD	2/190x35	Rw27 4mm FLOAT	Yes



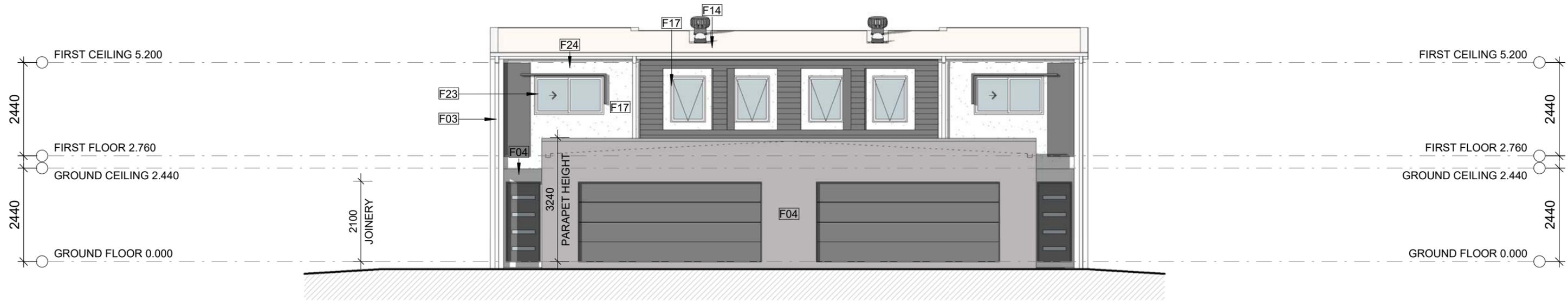
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No.	Description	Date
F	BA ISSUE	29.07.20

Project: M.D UNITS
 Unit Type: T5-EASTPORT Duplex
 Location: 97-107 STANWORTH RD, BOONDALL
 Units (7-8)
 Client: NOVEADECK PTY LTD

Sheet Name: FIRST FLOOR PLAN
 Scale: 1 : 100
 Project Number: 0000
 Drawing Number: 04
 Date: JAN 2019
 Revision: F





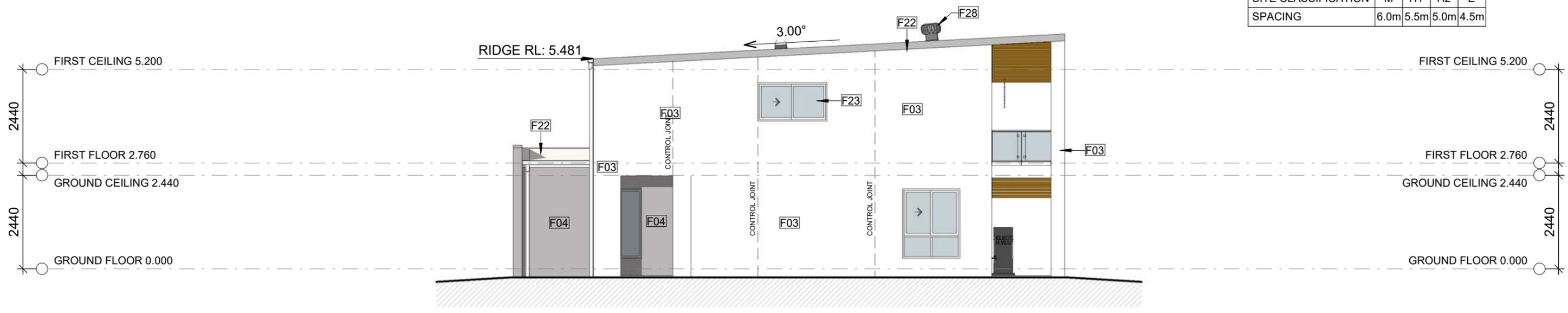
1 FRONT ELEVATION
06 SCALE - 1 : 100

EXTERNAL FINISHES	
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F14	HARDIES LINEA BOARDING
F17	RENDERED & PAINTED HARDITEX CLADDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F24	50mm NRG BOARD SHADE SCREEN
F28	WHIRLYBIRD VENTILATOR

NOTES

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.

VERTICAL JOINT NOTE				
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



2 RIGHT ELEVATION
06 SCALE - 1 : 100

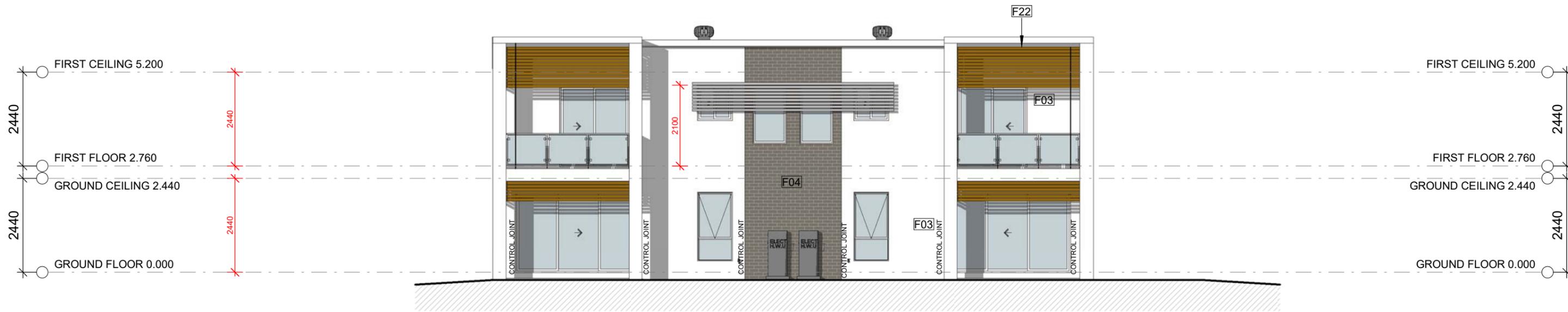


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SOUTHPORT Q 4215
P. 07 5528 0111
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No.	Description	Date
F	BA ISSUE	29.07.20

Project	Unit Type	Sheet Name
M.D UNITS	T5-EASTPORT Duplex	ELEVATIONS 1
Location	Unit Number	Scale
97-107 STANWORTH RD, BOONDALL	UNITS (7-8)	1 : 100
Client		Drawn by
NOVEADECK PTY LTD		AW
		Date
		JAN 2019
		Project Number
		0000
		Drawing Number
		06
		Revision
		F

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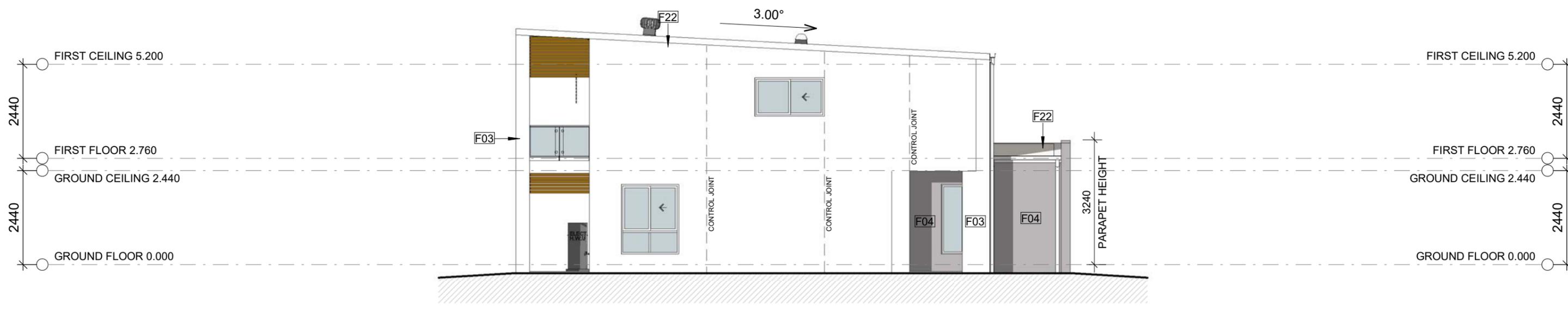


1 REAR ELEVATION
07 SCALE - 1 : 100

EXTERNAL FINISHES	
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F14	HARDIES LINEA BOARDING
F17	RENDERED & PAINTED HARDITEX CLADDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F24	50mm NRG BOARD SHADE SCREEN
F28	WHIRLYBIRD VENTILATOR

NOTES

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.



2 LEFT ELEVATION
07 SCALE - 1 : 100

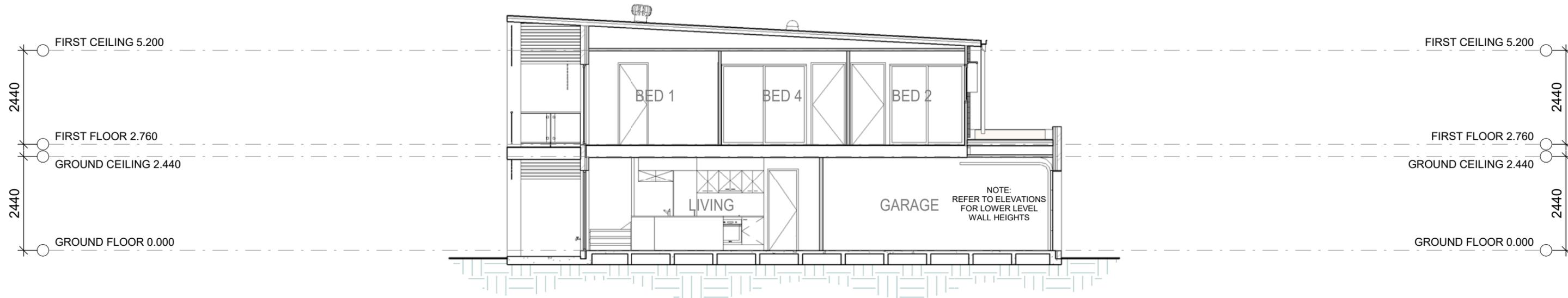


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301/50 MARINE PARADE
SOUTHPORT Q 4215
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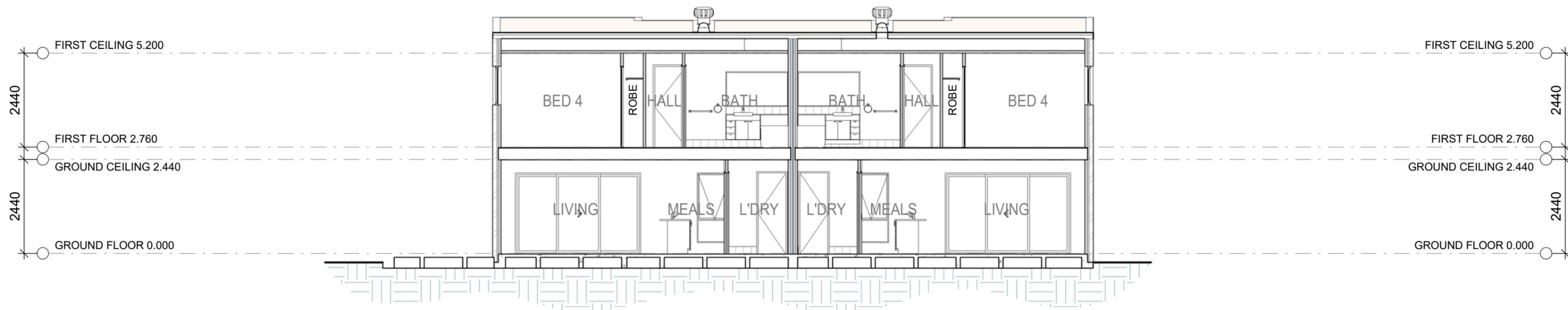
No.	Description	Date
F	BA ISSUE	29.07.20

Project	Unit Type	Sheet Name
M.D UNITS	T5-EASTPORT Duplex	ELEVATIONS 2
Location	Unit Number	Scale
97-107 STANWORTH RD, BOONDALL	UNITS (7-8)	1 : 100
Client	Project Number	Drawn by
NOVEADECK PTY LTD	0000	AW
		Date
		JAN 2019
		Revision
		F

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A
08 SECTION A-A
SCALE - 1 : 100



B
08 SECTION B-B
SCALE - 1 : 100

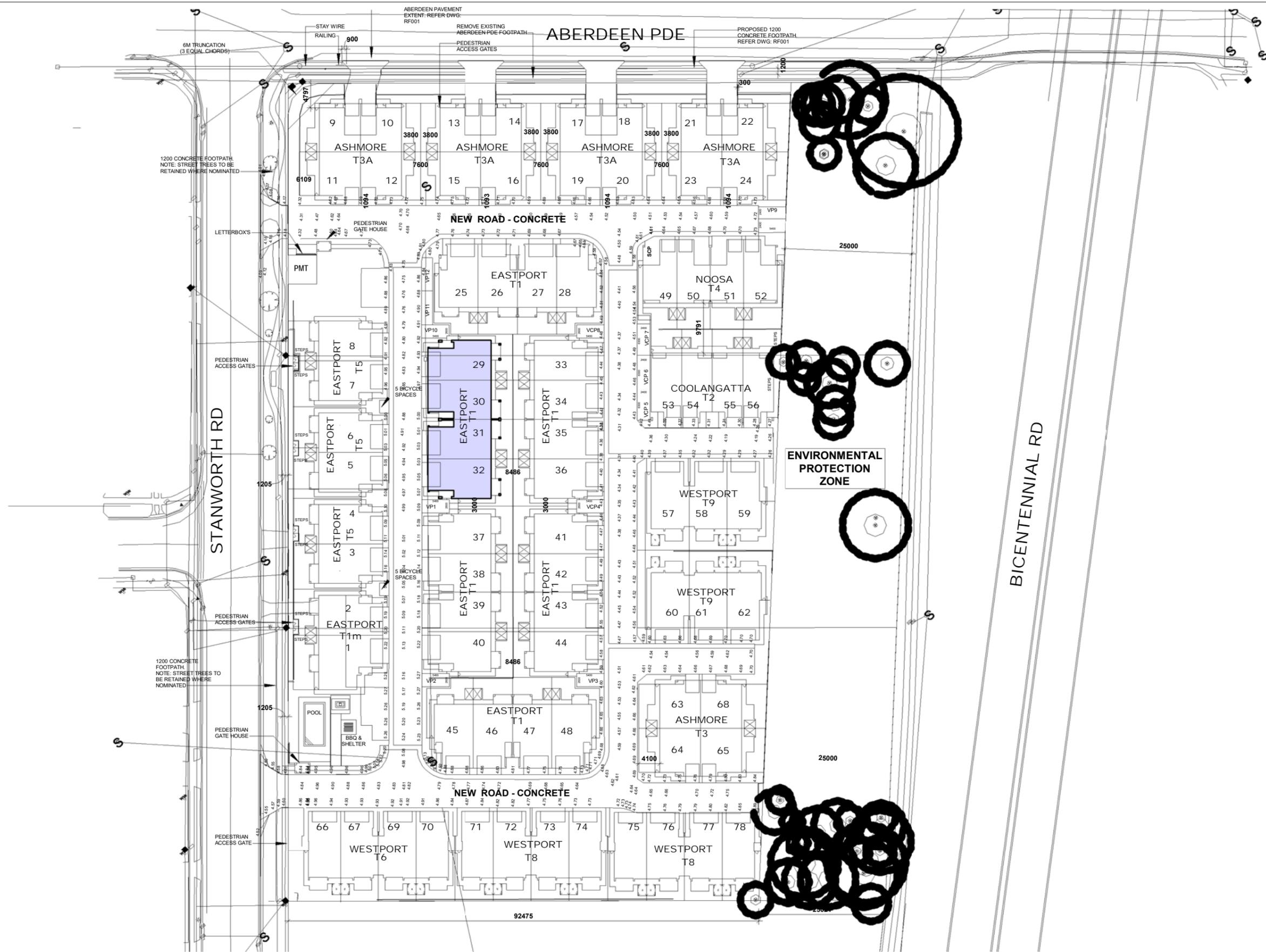


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OF QUALITY HOMES EST. 1952
301/50 MARINE PARADE
SOUTHPORT Q 4215
P. 07 5528 0111
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No.	Description	Date
F	BA ISSUE	29.07.20

Project	Unit Type
M.D UNITS	T5-EASTPORT Duplex
Location	Unit Number
97-107 STANWORTH RD, BOONDALL	UNITS (7-8)
Client	
NOVEADECK PTY LTD	

Sheet Name		
SECTIONS		
Scale	Drawn by	Date
1 : 100	AW	JAN 2019
Project Number	Drawing Number	Revision
0000	08	F



ABN 22 010 071 744
 DESIGNERS AND BUILDERS
 OF QUALITY HOMES EST. 1952
 301/50 MARINE PARADE
 SOUTHPORT Q 4215
 P. 07 5528 0111
 F. 07 5528 0333

No.	Description	Date
A	PRIOR BA ISSUE	02.05.19
B	BA ISSUE	10.06.19
D	FFL REVISED	18.10.19
E	REVISED BA ISSUE	12.02.20

Project
MULTIPLE DWELLING UNITS

Location
97-107 STANWORTH RD, BOONBALL

Client
NOVEADECK PTY LTD

Unit Type
T1-EASTPORT Quad Modern

Unit Number
UNITS 29-32

Sheet Name
LOCATION PLAN

Scale	Drawn by	Date
1 : 750	AW	FEB 2020
Project Number	Drawing Number	Revision
4920	01	E



WINDOW SCHEDULE GROUND FLOOR				
Mark	Type	Lintel MGP12	Acoustic Info	Seals
01	18.06 FW	140 x 35		No
02	18.15 SW	140 x 35		No
03	18.09 AW	140 x 35		No
04	18.09 AW	140 x 35		No
05	18.09 AW	140 x 35		No
06	18.09 AW	140 x 35		No
07	18.15 SW	140 x 35		No

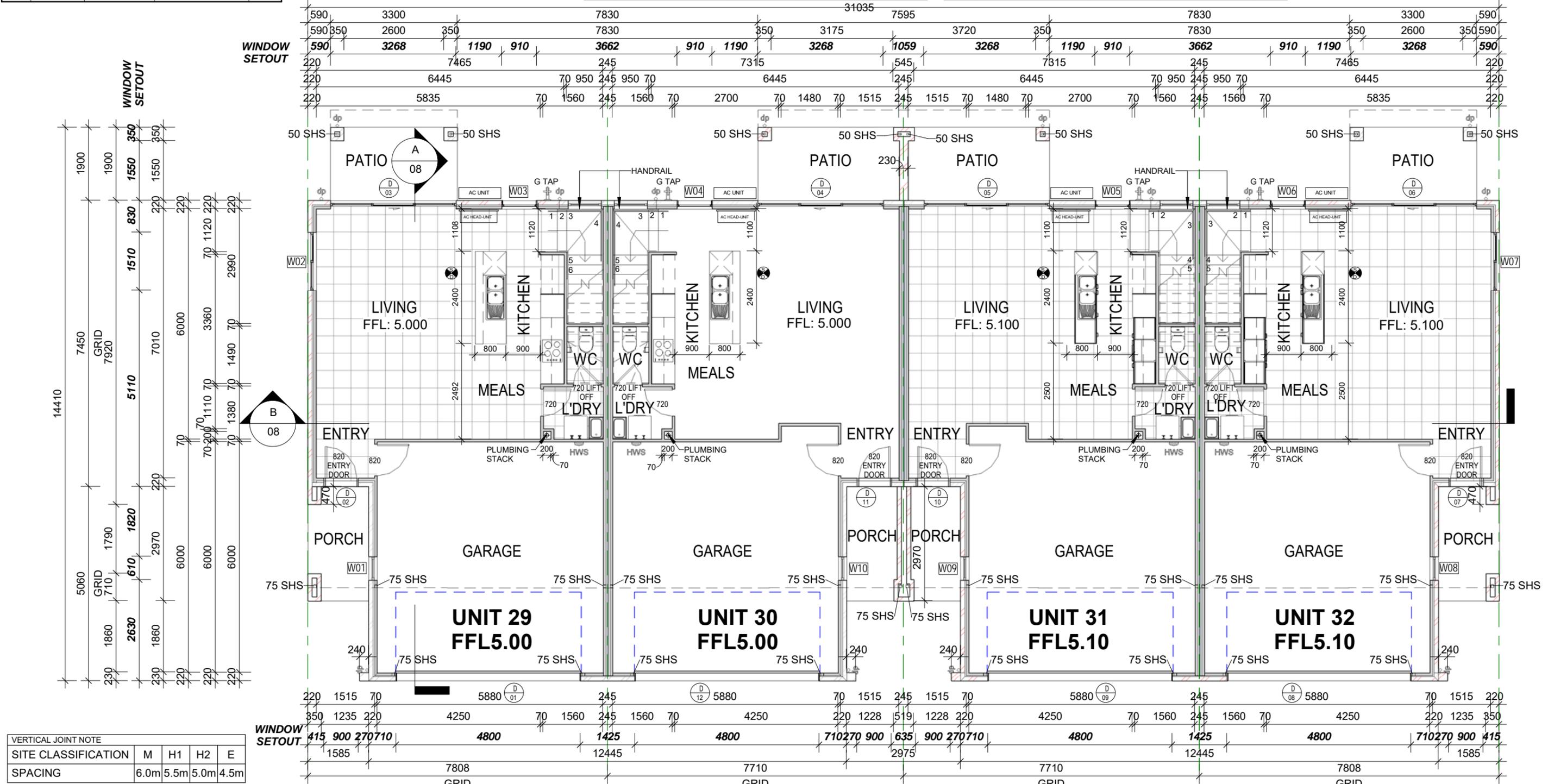
WINDOW SCHEDULE GROUND FLOOR				
Mark	Type	Lintel MGP12	Acoustic Info	Seals
08	18.06 FW	140 x 35		No
09	18.06 FW	140 x 35		No
10	18.06 FW	140 x 35		No

DOOR SCHEDULE (EXT.) GROUND FLOOR				
Mark	Type	Lintel MGP12	Acoustic Info	Seals
01	21.48 PANEL LIFT	240 x 65 18C		No
02	820 ENTRY DOOR	140 x 35		No
03	21.31 SD	2/240x35		No
04	21.31 SD	2/240x35		No
05	21.31 SD	2/240x35		No
06	21.31 SD	2/240x35		No

DOOR SCHEDULE (EXT.) GROUND FLOOR				
Mark	Type	Lintel MGP12	Acoustic Info	Seals
07	820 ENTRY DOOR	140 x 35		No
08	21.48 PANEL LIFT	240 x 65 18C		No
09	21.48 PANEL LIFT	240 x 65 18C		No
10	820 ENTRY DOOR	140 x 35		No
11	820 ENTRY DOOR	140 x 35		No
12	21.48 PANEL LIFT	240 x 65 18C		No

NOTES

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.



VERTICAL JOINT NOTE				
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m

No.	Description	Date
A	PRIOR BA ISSUE	02.05.19
B	BA ISSUE	10.06.19
D	FFL REVISED	18.10.19
E	REVISED BA ISSUE	12.02.20
F	UPDATE ELEC & STAIR	19.08.20

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	T1-EASTPORT Quad Modern	GROUND FLOOR PLAN
Location	Unit Number	Scale
97-107 STANWORTH RD, BOONDALL	UNITS 29-32	1 : 100
Client	Drawing Number	Drawn by
NOVEADECK PTY LTD	4920	AW
		Date
		FEB 2020
	Revision	
	F	



ABN 22 010 071 744
 DESIGNERS AND BUILDERS OF QUALITY HOMES EST. 1952
 301/50 MARINE PARADE SOUTHPORT Q 4215
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WINDOW SCHEDULE FIRST FLOOR

Mark	Type	Lintel MGP12	Acoustic Info	Seals
11	10.18 SW	190 x 35		No
12	09.24 SW	190 x 35		No
13	09.09 SW	140 x 35		No
14	15.09 FW	140 x 35		No
15	15.09 FW	140 x 35		No
16	10.18 SW	190 x 35		No
17	10.18 SW	190 x 35		No
18	10.18 SW	190 x 35		No
19	10.18 SW	190 x 35		No
20	15.09 FW	140 x 35		No
21	15.09 FW	140 x 35		No
22	09.09 SW	140 x 35		No
23	09.24 SW	190 x 35		No
24	10.18 SW	190 x 35		No
25	10.18 SW	2/170 x 35		No

WINDOW SCHEDULE FIRST FLOOR

Mark	Type	Lintel MGP12	Acoustic Info	Seals
26	12.09 AW	140 x 35		No
27	12.09 AW	140 x 35		No
28	12.09 AW	140 x 35		No
29	12.09 AW	140 x 35		No

WINDOW SCHEDULE FIRST FLOOR

Mark	Type	Lintel MGP12	Acoustic Info	Seals
30	10.18 SW	2/170 x 35		No
31	10.18 SW	2/170 x 35		No
32	12.09 AW	140 x 35		No

WINDOW SCHEDULE FIRST FLOOR

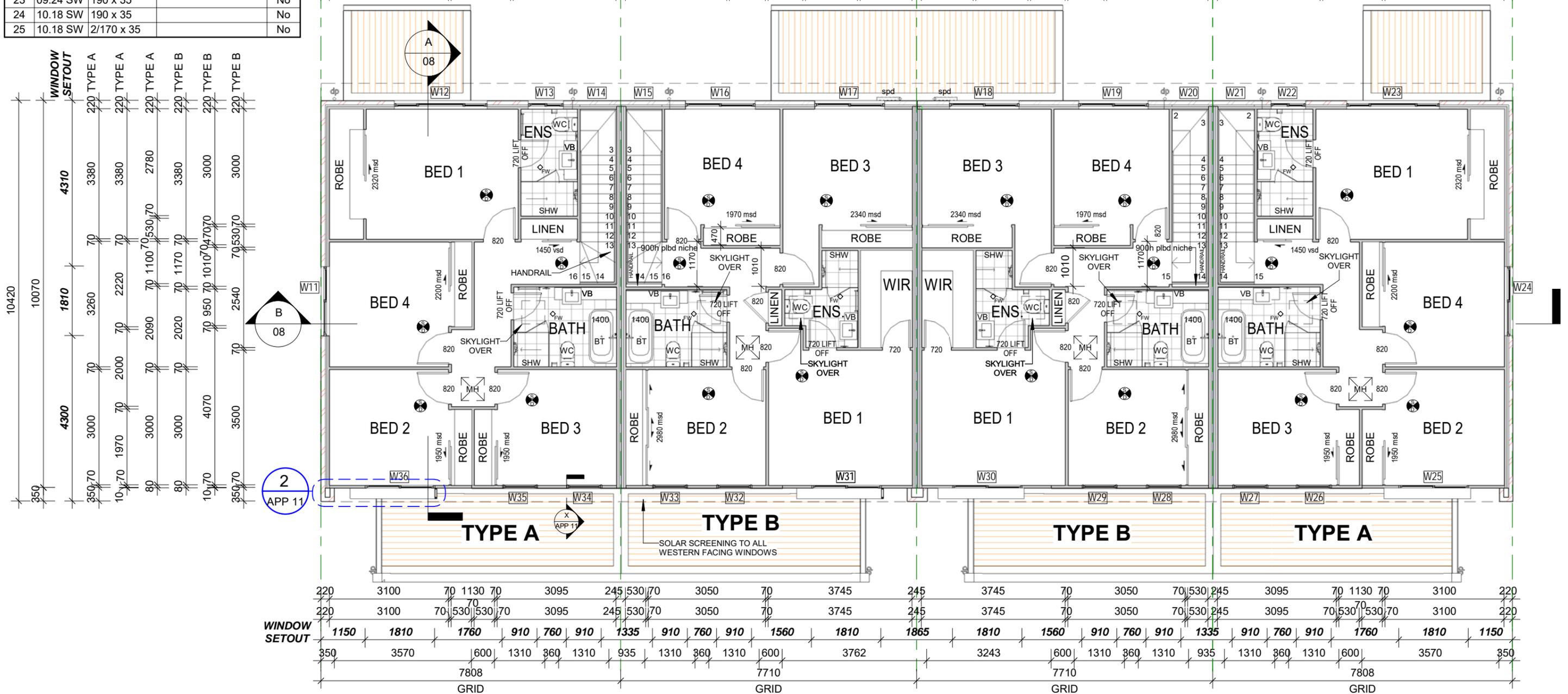
Mark	Type	Lintel MGP12	Acoustic Info	Seals
33	12.09 AW	140 x 35		No
34	12.09 AW	140 x 35		No
35	12.09 AW	140 x 35		No
36	10.18 SW	2/170 x 35		No

NOTES

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

MARK	TYPE	WIND. SETOUT
11	10.18 SW	220
12	09.24 SW	220
13	09.09 SW	220
14	15.09 FW	220
15	15.09 FW	220
16	10.18 SW	220
17	10.18 SW	220
18	10.18 SW	220
19	10.18 SW	220
20	15.09 FW	220
21	15.09 FW	220
22	09.09 SW	220
23	09.24 SW	220
24	10.18 SW	220
25	10.18 SW	220

MARK	TYPE	WIND. SETOUT
26	12.09 AW	220
27	12.09 AW	220
28	12.09 AW	220
29	12.09 AW	220
30	10.18 SW	220
31	10.18 SW	220
32	12.09 AW	220
33	12.09 AW	220
34	12.09 AW	220
35	12.09 AW	220
36	10.18 SW	220



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 SOUTHPORT Q 4215
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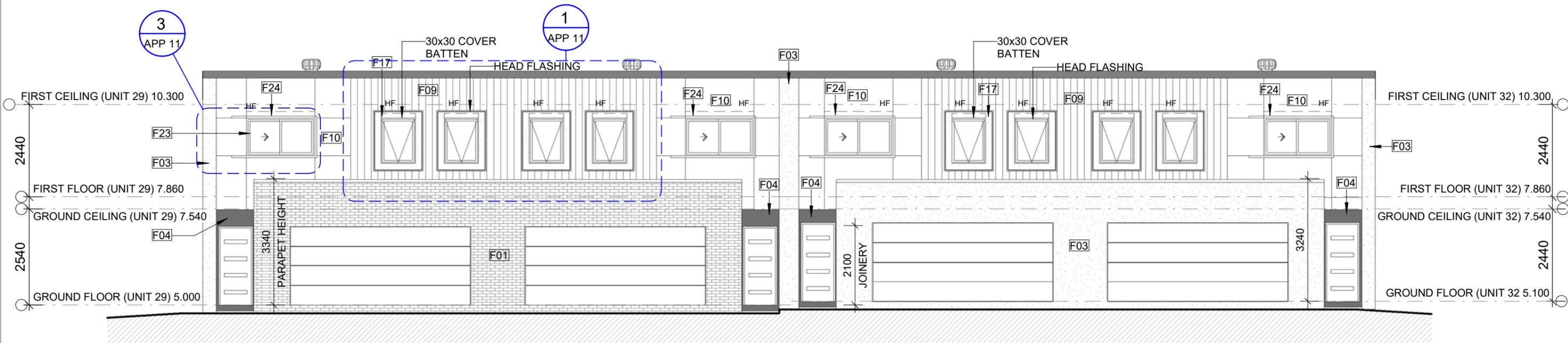
No.	Description	Date
A	PRIOR BA ISSUE	02.05.19
B	BA ISSUE	10.06.19
D	FFL REVISED	18.10.19
E	REVISED BA ISSUE	12.02.20
F	UPDATE ELEC & STAIR	19.08.20

Project: **MULTIPLE DWELLING UNITS**
 Location: **97-107 STANWORTH RD, BOONBALL**
 Client: **NOVEADECK PTY LTD**

Unit Type: **T1-EASTPORT Quad Modern**
 Unit Number: **UNITS 29-32**

Sheet Name: **FIRST FLOOR PLAN**
 Scale: **1 : 100**
 Project Number: **4920**
 Drawing Number: **04**

Date: **FEB 2020**
 Drawn by: **AW**
 Revision: **F**



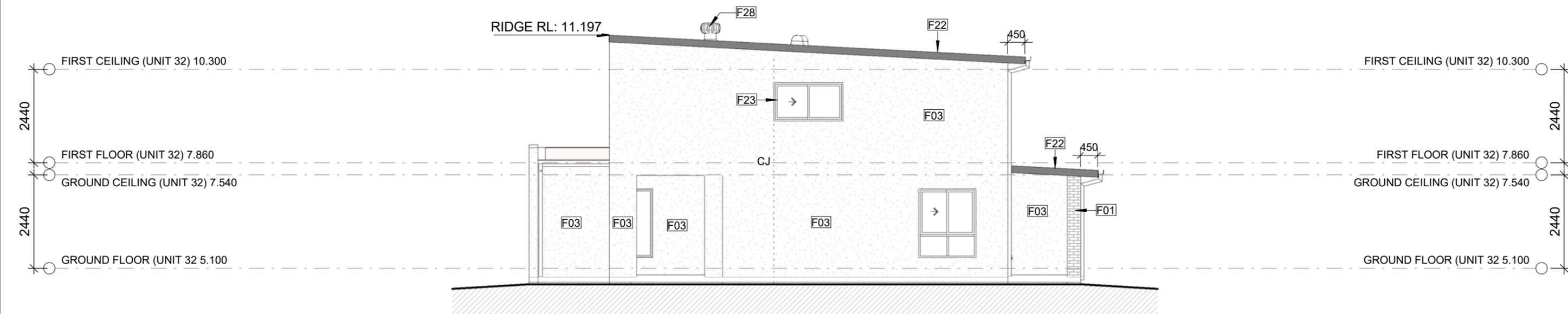
EXTERNAL FINISHES

F01	FACE BRICKWORK (AS SELECTED)
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F09	SCYON AXON CLADDING
F10	SCYON MATRIX CLADDING
F17	RENDERED & PAINTED HARDITEX CLADDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F24	50mm NRG SHADE SCREEN
F28	WHIRLYBIRD VENTILATOR

1 FRONT ELEVATION
06 SCALE - 1 : 100

NOTES

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.



2 RIGHT ELEVATION
06 SCALE - 1 : 100



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OF QUALITY HOMES EST. 1952
301/50 MARINE PARADE
SOUTHPORT Q 4215
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No.	Description	Date
A	PRIOR BA ISSUE	02.05.19
B	BA ISSUE	10.06.19
D	FFL REVISED	18.10.19
E	REVISED BA ISSUE	12.02.20

Project
MULTIPLE DWELLING UNITS

Location
97-107 STANWORTH RD, BOONDALL

Client
NOVEADECK PTY LTD

Unit Type
T1-EASTPORT Quad Modern

Unit Number
UNITS 29-32

Sheet Name		
ELEVATIONS 1		
Scale	Drawn by	Date
1 : 100	AW	FEB 2020
Project Number	Drawing Number	Revision
4920	06	E

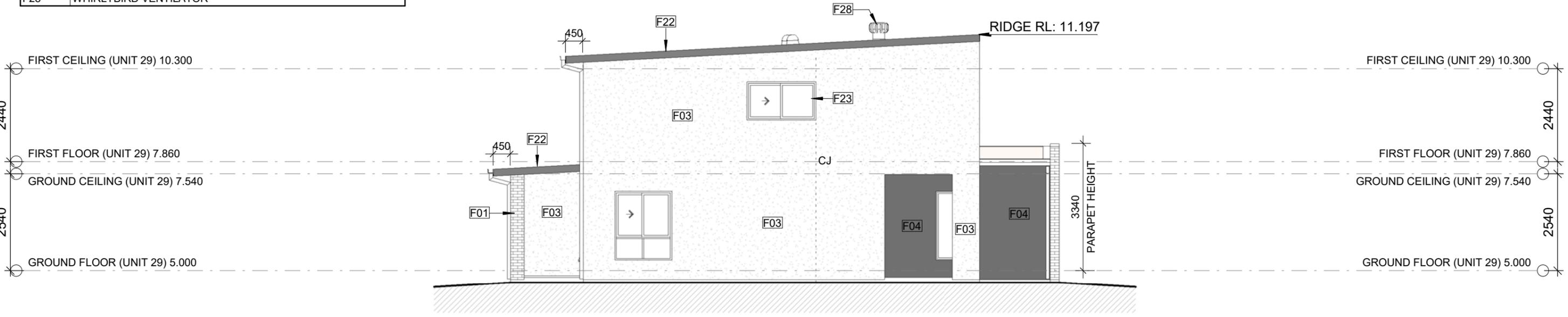


1 REAR ELEVATION
07 SCALE - 1 : 100

EXTERNAL FINISHES	
F01	FACE BRICKWORK (AS SELECTED)
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F09	SCYON AXON CLADDING
F10	SCYON MATRIX CLADDING
F17	RENDERED & PAINTED HARDITEX CLADDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F24	50mm NRG SHADE SCREEN
F28	WHIRLYBIRD VENTILATOR

NOTES

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.



2 LEFT ELEVATION
07 SCALE - 1 : 100

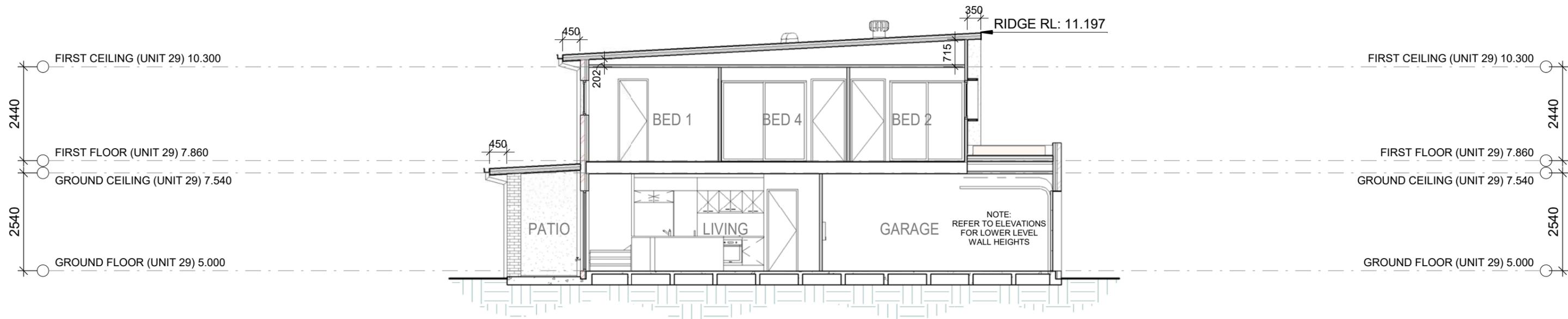


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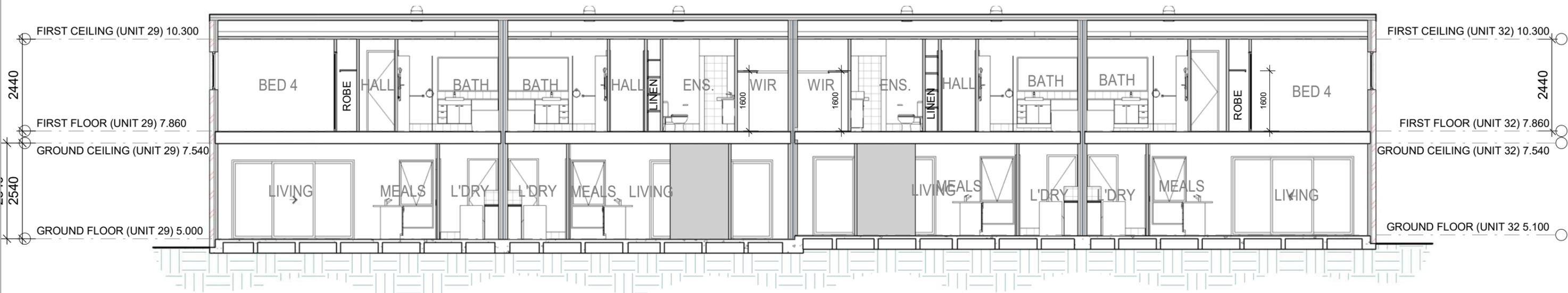
No.	Description	Date
A	PRIOR BA ISSUE	02.05.19
B	BA ISSUE	10.06.19
D	FFL REVISED	18.10.19
E	REVISED BA ISSUE	12.02.20

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	T1-EASTPORT Quad Modern	ELEVATIONS 2
Location	Unit Number	Scale
97-107 STANWORTH RD, BOONDALL	UNITS 29-32	1 : 100
Client	Project Number	Drawn by
NOVEADECK PTY LTD	4920	AW
	Drawing Number	Date
	07	FEB 2020
	Revision	
		E

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A SECTION A-A
08 SCALE - 1 : 100



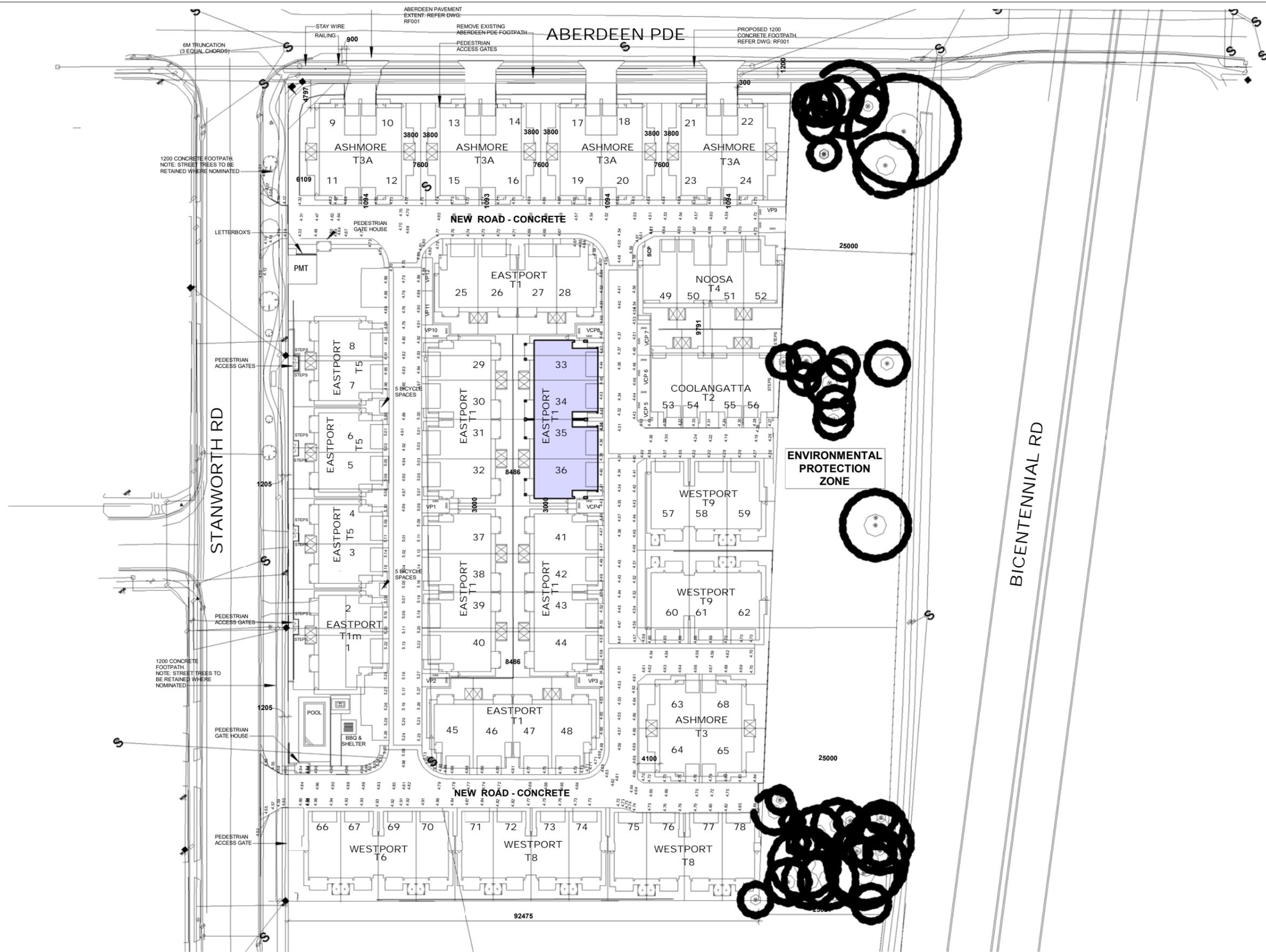
B SECTION B-B
08 SCALE - 1 : 100



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OF QUALITY HOMES EST. 1952
301/50 MARINE PARADE
SOUTHPORT Q 4215
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No.	Description	Date
A	PRIOR BA ISSUE	02.05.19
B	BA ISSUE	10.06.19
D	FFL REVISED	18.10.19
E	REVISED BA ISSUE	12.02.20

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	T1-EASTPORT Quad Modern	SECTIONS
Location	Unit Number	Scale
97-107 STANWORTH RD, BOONDALL	UNITS 29-32	1 : 100
Client	Project Number	Drawn by
NOVEADECK PTY LTD	4920	AW
		Date
		FEB 2020
	Drawing Number	Revision
	08	E



ABN 22 010 071 744
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No.	Description	Date
A	PRIOR BA ISSUE	02.05.19
B	BA ISSUE	10.06.19
D	FFL REVISED	18.10.19
E	REVISED BA ISSUE	12.02.20

Project
MULTIPLE DWELLING UNITS

Location
97-107 STANWORTH RD, BOONBALL

Client
NOVEADECK PTY LTD

Unit Type
T1-EASTPORT Quad Modern

Unit Number
UNITS 33-36

Sheet Name
LOCATION PLAN

Scale	Drawn by	Date
1 : 750	AW	FEB 2020
Project Number	Drawing Number	Revision
4920	01	E



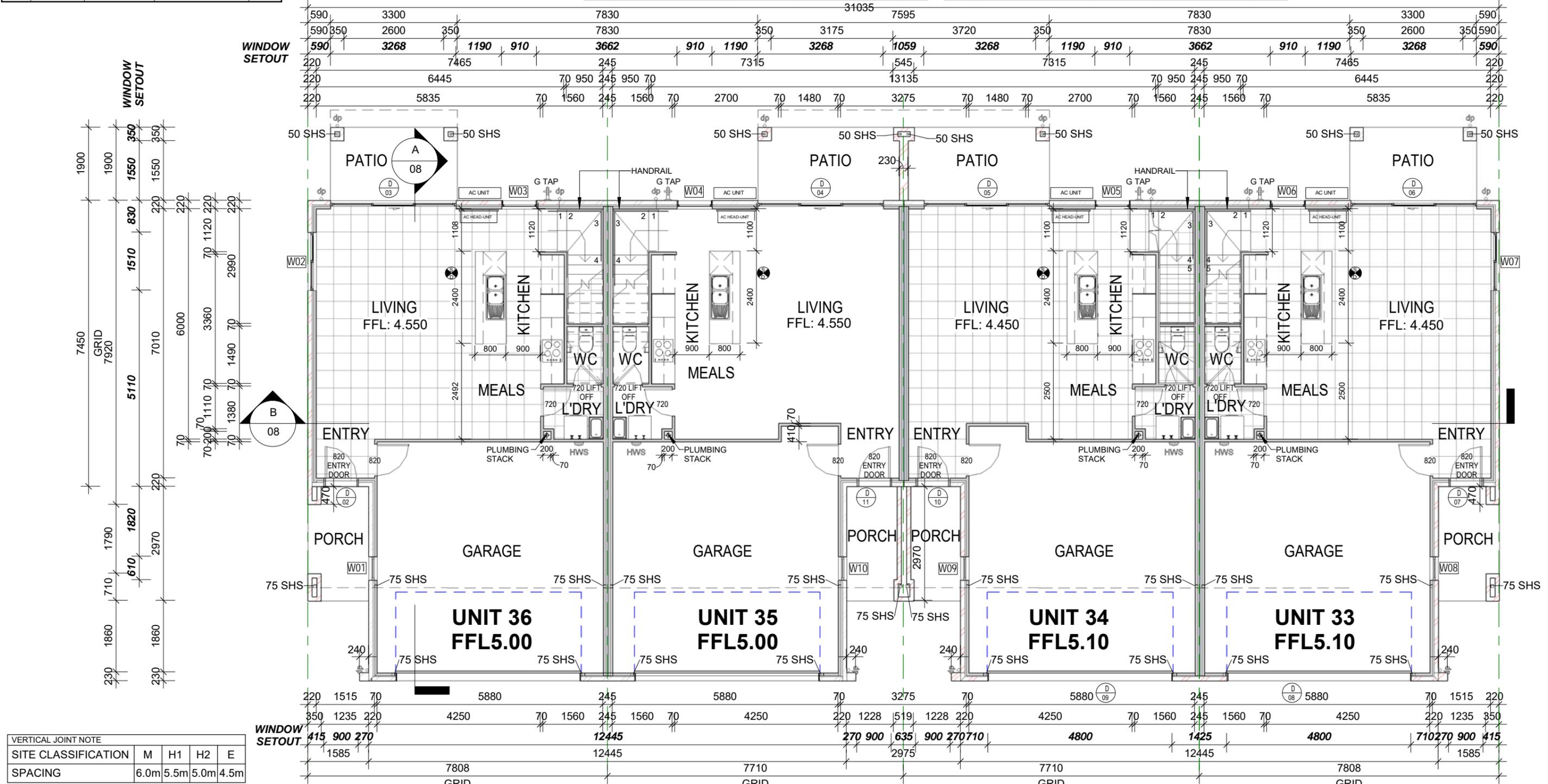
WINDOW SCHEDULE GROUND FLOOR				
Mark	Type	Lintel MGP12	Acoustic Info	Seals
01	18.06 FW	140 x 35		No
02	18.15 SW	140 x 35		No
03	18.09 AW	140 x 35		No
04	18.09 AW	140 x 35		No
05	18.09 AW	140 x 35		No
06	18.09 AW	140 x 35		No
07	18.15 SW	140 x 35		No

WINDOW SCHEDULE GROUND FLOOR				
Mark	Type	Lintel MGP12	Acoustic Info	Seals
08	18.06 FW	140 x 35		No
09	18.06 FW	140 x 35		No
10	18.06 FW	140 x 35		No

DOOR SCHEDULE (EXT.) GROUND FLOOR				
Mark	Type	Lintel MGP12	Acoustic Info	Seals
02	820 ENTRY DOOR	140 x 35		No
03	21.31 SD	2/240x35		No
04	21.31 SD	2/240x35		No
05	21.31 SD	2/240x35		No
06	21.31 SD	2/240x35		No
07	820 ENTRY DOOR	140 x 35		No

DOOR SCHEDULE (EXT.) GROUND FLOOR				
Mark	Type	Lintel MGP12	Acoustic Info	Seals
08	21.48 PANEL LIFT	240 x 65 18C		No
09	21.48 PANEL LIFT	240 x 65 18C		No
10	820 ENTRY DOOR	140 x 35		No
11	820 ENTRY DOOR	140 x 35		No
40	21.48 PANEL LIFT	240 x 65 18C		No
41	21.48 PANEL LIFT	240 x 65 18C		No

NOTES
 - FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
 - CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.



VERTICAL JOINT NOTE				
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



ABN 22 010 071 744
 DESIGNERS AND BUILDERS OF QUALITY HOMES EST. 1952
 301/50 MARINE PARADE SOUTHPORT Q 4215
 P. 07 5528 0111 F. 07 5528 0333

No.	Description	Date
A	PRIOR BA ISSUE	02.05.19
B	BA ISSUE	10.06.19
D	FFL REVISED	18.10.19
E	REVISED BA ISSUE	12.02.20
F	UPDATE STAIRS	19.08.20

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	T1-EASTPORT Quad Modern	GROUND FLOOR PLAN
Location	Unit Number	Scale
97-107 STANWORTH RD, BOONDALL	UNITS 33-36	1 : 100
Client	Drawing Number	Drawn by
NOVEADECK PTY LTD	4920	AW
		Date
		FEB 2020
		Revision
		F

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WINDOW SCHEDULE FIRST FLOOR

Mark	Type	Lintel MGP12	Acoustic Info	Seals
11	10.18 SW	190 x 35		No
12	09.24 SW	190 x 35		No
13	09.09 SW	140 x 35		No
14	15.09 FW	140 x 35		No
15	15.09 FW	140 x 35		No
16	10.18 SW	190 x 35		No
17	10.18 SW	190 x 35		No
18	10.18 SW	190 x 35		No
19	10.18 SW	190 x 35		No
20	15.09 FW	140 x 35		No
21	15.09 FW	140 x 35		No
22	09.09 SW	140 x 35		No
23	09.24 SW	190 x 35		No
24	10.18 SW	190 x 35		No
25	10.18 SW	2/170 x 35		No

WINDOW SCHEDULE FIRST FLOOR

Mark	Type	Lintel MGP12	Acoustic Info	Seals
26	12.09 AW	140 x 35		No
27	12.09 AW	140 x 35		No
28	12.09 AW	140 x 35		No
29	12.09 AW	140 x 35		No

WINDOW SCHEDULE FIRST FLOOR

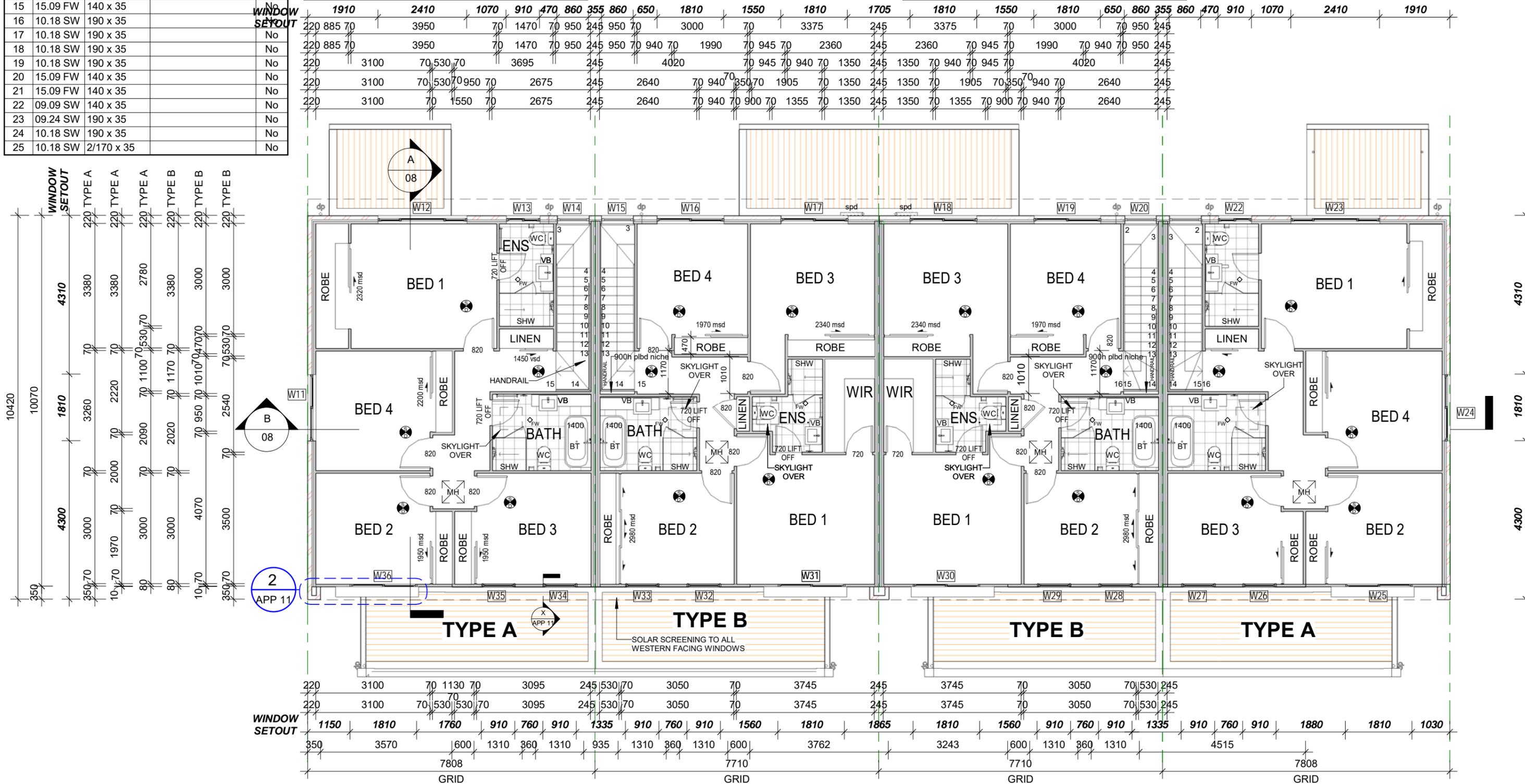
Mark	Type	Lintel MGP12	Acoustic Info	Seals
30	10.18 SW	2/170 x 35		No
31	10.18 SW	2/170 x 35		No
32	12.09 AW	140 x 35		No

WINDOW SCHEDULE FIRST FLOOR

Mark	Type	Lintel MGP12	Acoustic Info	Seals
33	12.09 AW	140 x 35		No
34	12.09 AW	140 x 35		No
35	12.09 AW	140 x 35		No
36	10.18 SW	2/170 x 35		No

NOTES

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.



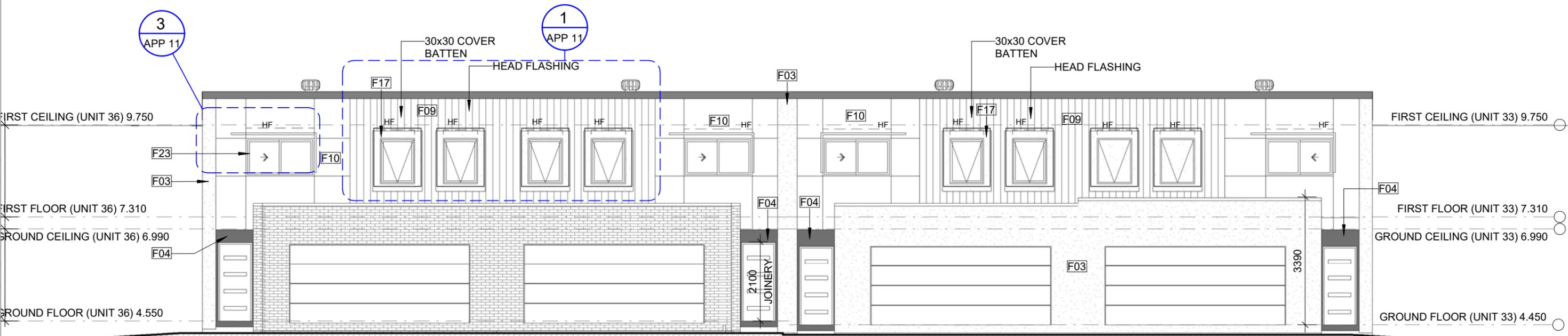
ABN 22 010 071 744
 DESIGNERS AND BUILDERS
 OF QUALITY HOMES EST. 1952
 301/50 MARINE PARADE
 SOUTHPORT Q 4215
 P. 07 5528 0111
 F. 07 5528 0333

No.	Description	Date
A	PRIOR BA ISSUE	02.05.19
B	BA ISSUE	10.06.19
D	FFL REVISED	18.10.19
E	REVISED BA ISSUE	12.02.20
F	UPDATE STAIRS	19.08.20

Project: **MULTIPLE DWELLING UNITS**
 Location: **97-107 STANWORTH RD, BOONDALL**
 Client: **NOVEADECK PTY LTD**

Unit Type: **T1-EASTPORT Quad Modern**
 Unit Number: **UNITS 33-36**

Sheet Name: **FIRST FLOOR PLAN**
 Scale: **1 : 100**
 Project Number: **4920**
 Drawing Number: **04**
 Date: **FEB 2020**
 Drawn by: **AW**
 Revision: **F**



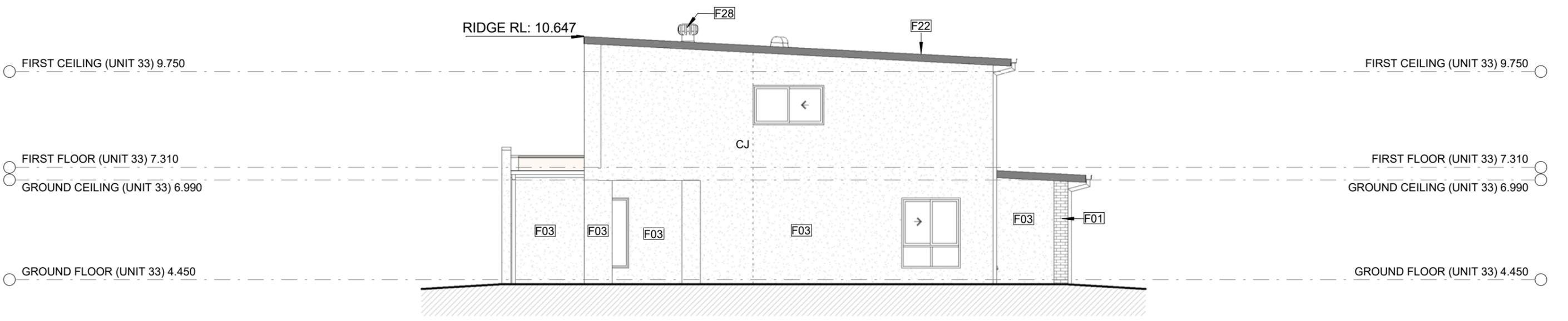
EXTERNAL FINISHES

F01	FACE BRICKWORK (AS SELECTED)
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F09	SCYON AXON CLADDING
F10	SCYON MATRIX CLADDING
F17	RENDERED & PAINTED HARDITEX CLADDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F28	WHIRLYBIRD VENTILATOR

1
06 **FRONT ELEVATION**
SCALE - 1 : 100

NOTES

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.



2
06 **RIGHT ELEVATION**
SCALE - 1 : 100



ABN 22 010 071 744
DESIGNERS AND BUILDERS
OF QUALITY HOMES EST. 1952
301/50 MARINE PARADE
SOUTHPORT Q 4215
P. 07 5528 0111
F. 07 5528 0333

No.	Description	Date
A	PRIOR BA ISSUE	02.05.19
B	BA ISSUE	10.06.19
D	FFL REVISED	18.10.19
E	REVISED BA ISSUE	12.02.20

Project	Unit Type
MULTIPLE DWELLING UNITS	T1-EASTPORT Quad Modern
Location	Unit Number
97-107 STANWORTH RD, BOONDALL	UNITS 33-36
Client	
NOVEADECK PTY LTD	

Sheet Name		
ELEVATIONS 1		
Scale	Drawn by	Date
1 : 100	AW	FEB 2020
Project Number	Drawing Number	Revision
4920	06	E

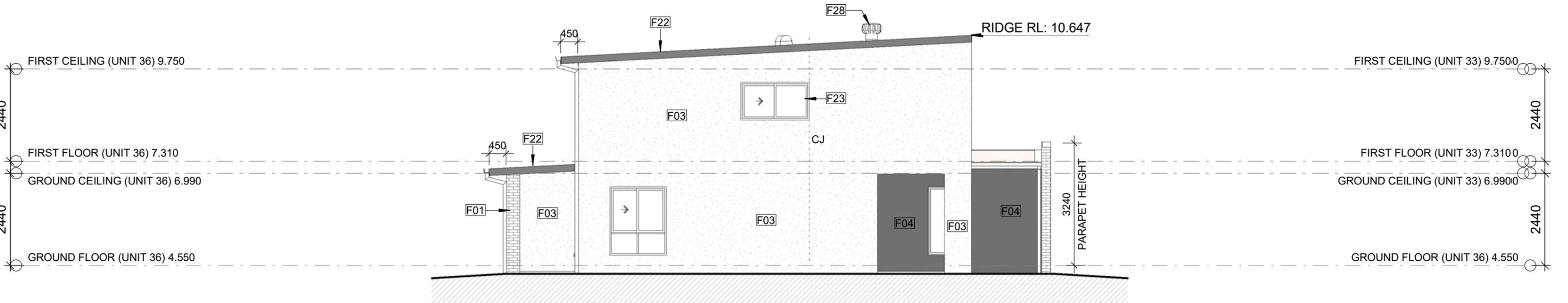


1 REAR ELEVATION
07 SCALE - 1 : 100

EXTERNAL FINISHES	
F01	FACE BRICKWORK (AS SELECTED)
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F09	SCYON AXON CLADDING
F10	SCYON MATRIX CLADDING
F17	RENDERED & PAINTED HARDITEX CLADDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F28	WHIRLYBIRD VENTILATOR

NOTES

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.



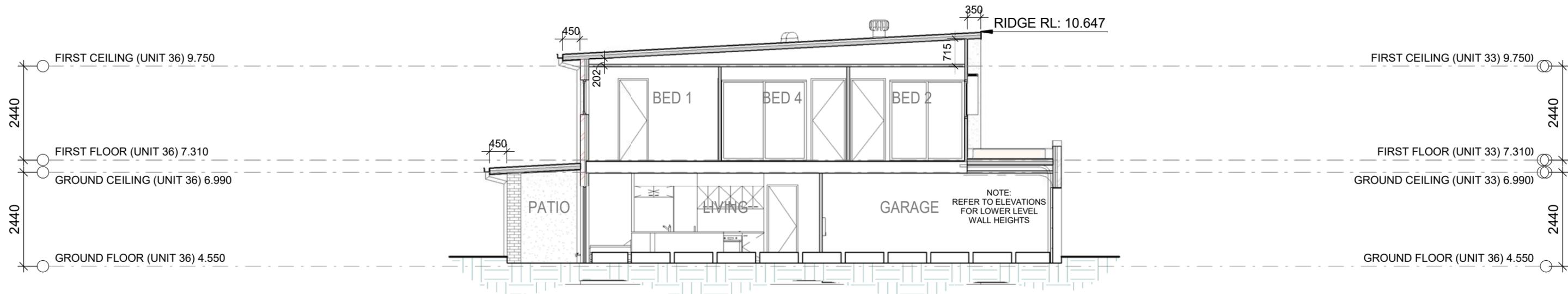
2 LEFT ELEVATION
07 SCALE - 1 : 100



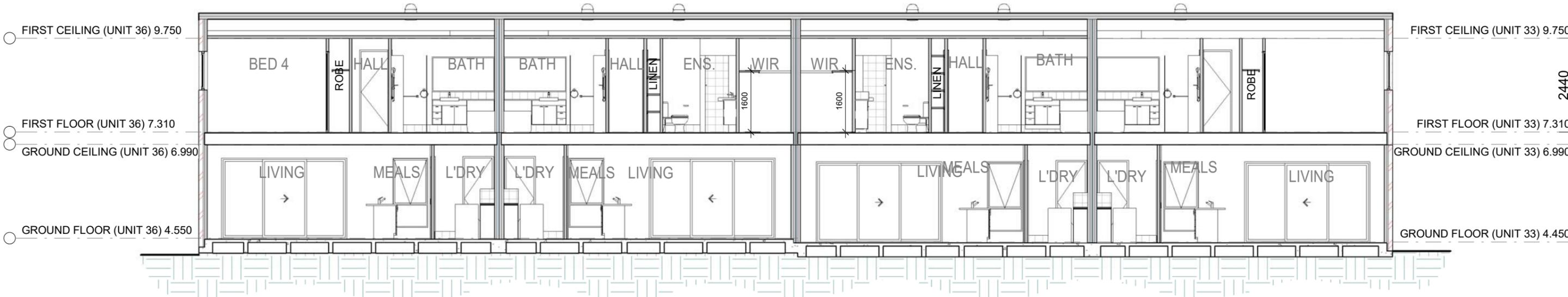
ABN 22 010 071 744
DESIGNERS AND BUILDERS
OF QUALITY HOMES EST. 1952
301/50 MARINE PARADE
SOUTHPORT Q 4215
P. 07 5528 0111
F. 07 5528 0333

No.	Description	Date
A	PRIOR BA ISSUE	02.05.19
B	BA ISSUE	10.06.19
D	FFL REVISED	18.10.19
E	REVISED BA ISSUE	12.02.20

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	T1-EASTPORT Quad Modern	ELEVATIONS 2
Location	Unit Number	Scale
97-107 STANWORTH RD, BOONDALL	UNITS 33-36	1 : 100
Client	Drawn by	Date
NOVEADECK PTY LTD	AW	FEB 2020
	Project Number	Drawing Number
	4920	07
		Revision
		E



A SECTION A-A
08 SCALE - 1 : 100



B SECTION B-B
08 SCALE - 1 : 100



ABN 22 010 071 744
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OF QUALITY HOMES EST. 1952
301/50 MARINE PARADE
SOUTHPORT Q 4215
P. 07 5528 0111
F. 07 5528 0333

No.	Description	Date
A	PRIOR BA ISSUE	02.05.19
B	BA ISSUE	10.06.19
D	FFL REVISED	18.10.19
E	REVISED BA ISSUE	12.02.20

Project
MULTIPLE DWELLING UNITS

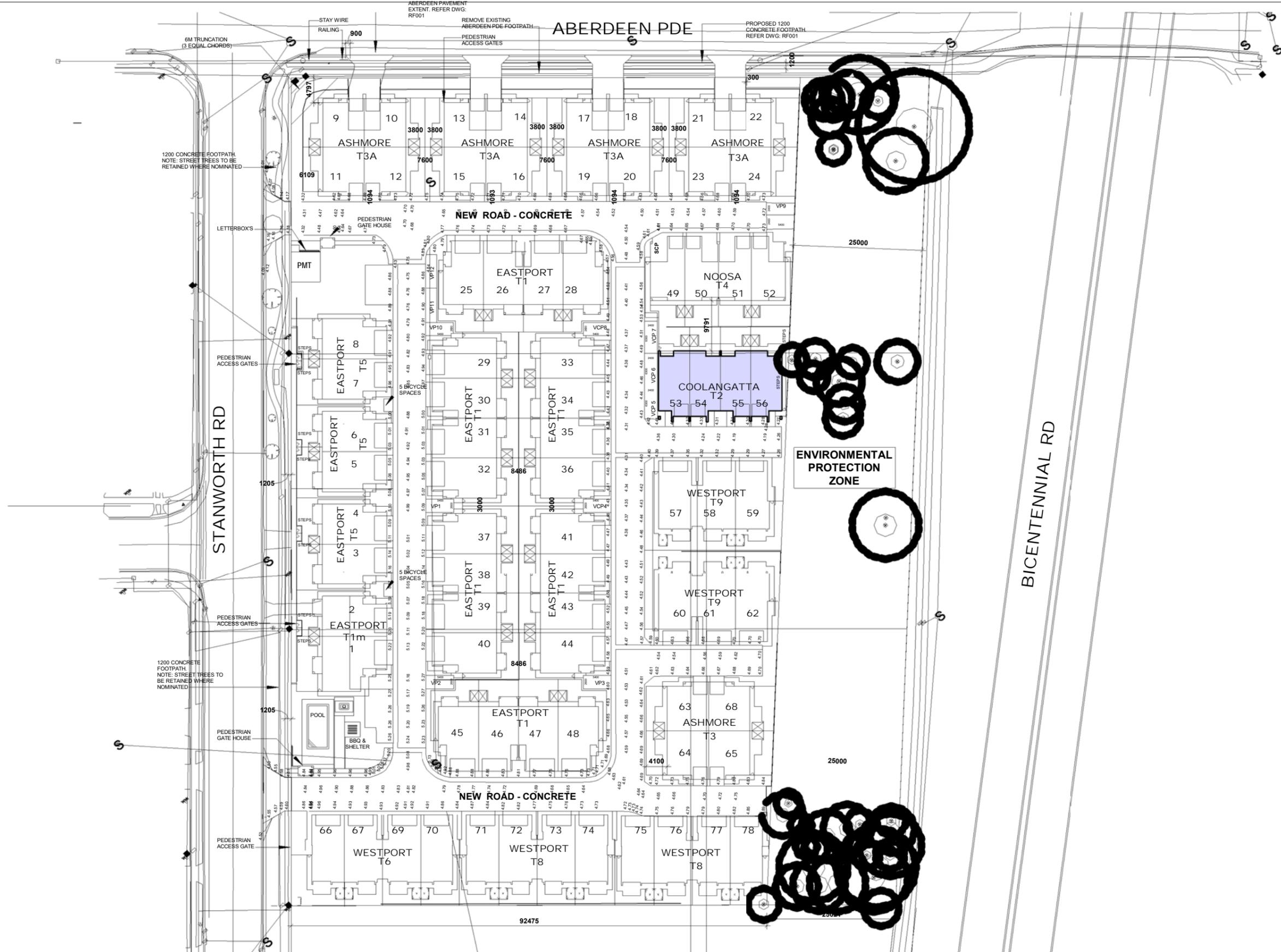
Location
97-107 STANWORTH RD, BOONDALL

Client
NOVEADECK PTY LTD

Unit Type
T1-EASTPORT Quad Modern

Unit Number
UNITS 33-36

Sheet Name		
SECTIONS		
Scale	Drawn by	Date
1 : 100	AW	FEB 2020
Project Number	Drawing Number	Revision
4920	08	E



ABN 22 010 071 744
 DESIGNERS AND BUILDERS
 OF QUALITY HOMES EST. 1952
 301/50 MARINE PARADE
 SOUTHPORT Q 4215
 P. 07 5528 0111
 F. 07 5528 0333

No.	Description	Date
A	PRIOR BA ISSUE	02.05.19
B	BA ISSUE	10.06.19
D	FFL REVISED	18.10.19
E	REVISED BA ISSUE	22.02.20

Project
MULTIPLE DWELLING UNITS

Location
97-107 STANWORTH RD, BOONDALL

Client
NOVEADECK PTY LTD

Unit Type
T5-COOLANGATTA Quad Modern

Unit Number
UNITS 53-56

Sheet Name
LOCATION LAYOUT

Scale
1 : 750

Project Number
4920

Drawn by
AW

Drawing Number
01

Date
FEB 2020

Revision
E



WINDOW SCHEDULE (GROUND FLOOR)

Mark	Type	Lintel MGP12	Acoustic Info	Seals
01	15.09 AW	140 x 35		No
02	09.06 SW	190 x 35		No
03	09.06 SW	190 x 35		No
04	18.15 SW	2/190 x 35		No
05	10.15 SW	2/190 x 35		No
06	10.15 SW	2/190 x 35		No
07	10.15 SW	2/190 x 35		No
08	10.15 SW	2/190 x 35		No
09	18.15 SW	2/190 x 35		No
10	09.06 SW	190 x 35		No
11	09.06 SW	190 x 35		No
12	15.09 AW	140 x 35		No
13	15.09 AW	140 x 35		No
14	15.09 AW	140 x 35		No

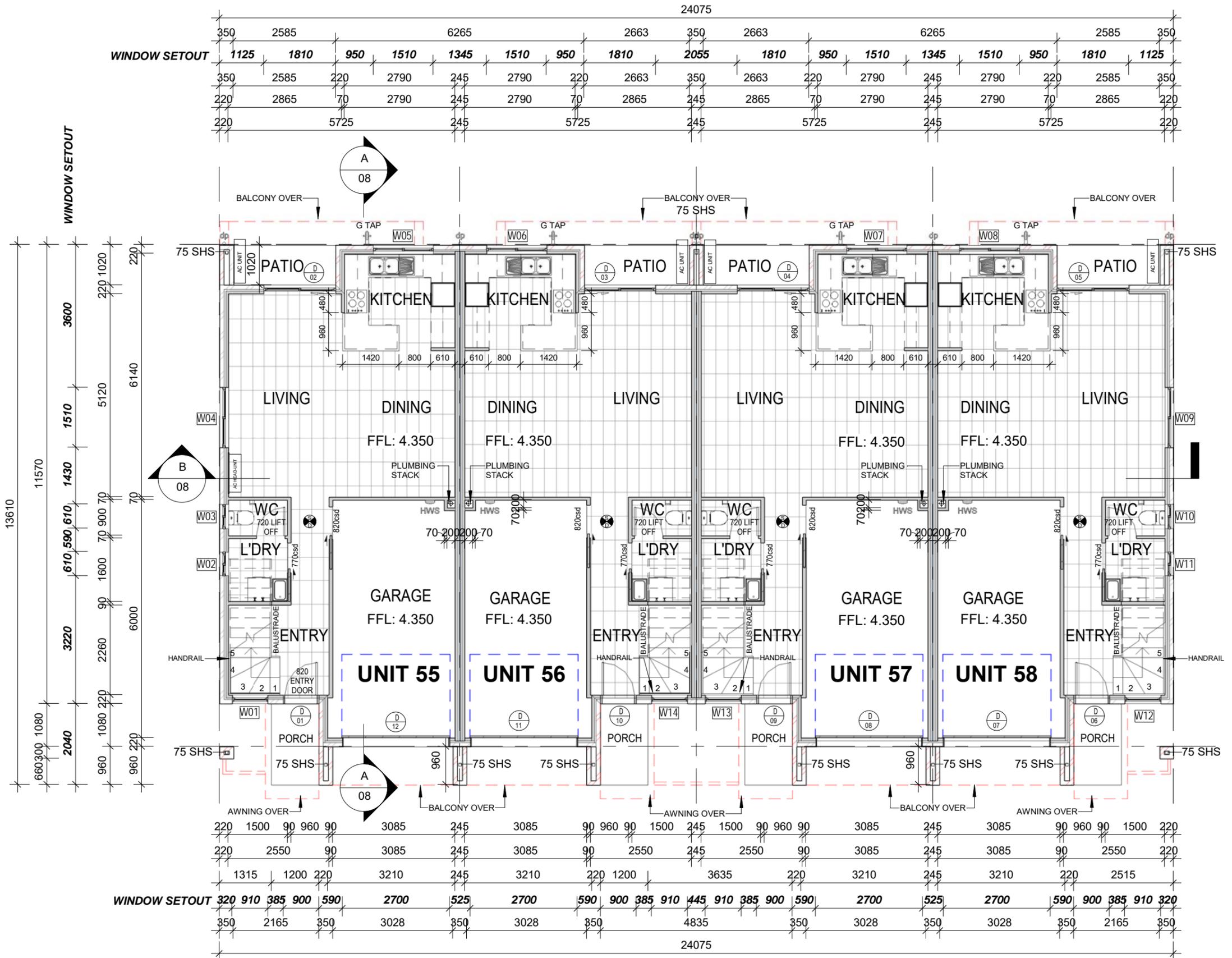
DOOR SCHEDULE (EXT.) (GROUND FLOOR)

Mark	Type	Lintel MGP12	Acoustic Info	Seals
01	820 ENTRY DOOR 2	190 x 35		No
02	21.18 SD	190 x 35		No
03	21.18 SD	190 x 35		No
04	21.18 SD	190 x 35		No
05	21.18 SD	190 x 35		No
06	820 ENTRY DOOR 2	190 x 35		No
07	21.27 PANEL LIFT 2	240 x 65 18C		No
08	21.27 PANEL LIFT 2	240 x 65 18C		No
09	820 ENTRY DOOR 2	190 x 35		No
10	820 ENTRY DOOR 2	190 x 35		No
11	21.27 PANEL LIFT 2	240 x 65 18C		No
12	21.27 PANEL LIFT 2	240 x 65 18C		No

NOTES

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

VERTICAL JOINT NOTE				
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



ABN 22 010 071 744
 DESIGNERS AND BUILDERS
 OF QUALITY HOMES EST. 1952
 301/50 MARINE PARADE
 SOUTHPORT Q 4215
 P. 07 5528 0111
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No.	Description	Date
A	PRIOR BA ISSUE	02.05.19
B	BA ISSUE	10.06.19
D	FFL REVISED	18.10.19
E	REVISED BA ISSUE	22.02.20

Project: **MULTIPLE DWELLING UNITS**
 Location: **97-107 STANWORTH RD, BOONDALL**
 Client: **NOVEADECK PTY LTD**

Unit Type: **T5-COOLANGATTA Quad Modern**
 Unit Number: **UNITS 53-56**

Sheet Name: **GROUND FLOOR PLAN**
 Scale: **1 : 100**
 Project Number: **4920**
 Drawn by: **AW**
 Drawing Number: **03**
 Date: **FEB 2020**
 Revision: **E**



WINDOW SCHEDULE (FIRST FLOOR)

Mark	Type	Lintel MGP12	Acoustic Info	Seals
15	10.15 SW	170 x 35		No
16	10.15 SW	170 x 35	Rw27 4mm THICK GLAZING	Yes
17	15.09 AW	140 x 35		No
18	15.09 AW	140 x 35		No
19	15.09 AW	140 x 35		No
20	15.09 AW	140 x 35		No

DOOR SCHEDULE (EXT.) FIRST FLOOR

Mark	Type	Lintel MGP12	Acoustic Info	Seals
13	21.18 SD			No
14	21.15 SD			No
15	21.15 SD			No
16	21.18 SD			No
17	21.18 SD			No
18	21.15 SD			No
19	21.15 SD			No
20	21.18 SD			No
21	21.24 SD	190 x 35		No
22	21.24 SD	190 x 35		No
23	21.24 SD	190 x 35		No
24	21.24 SD	190 x 35		No

NOTES
 - FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
 - CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

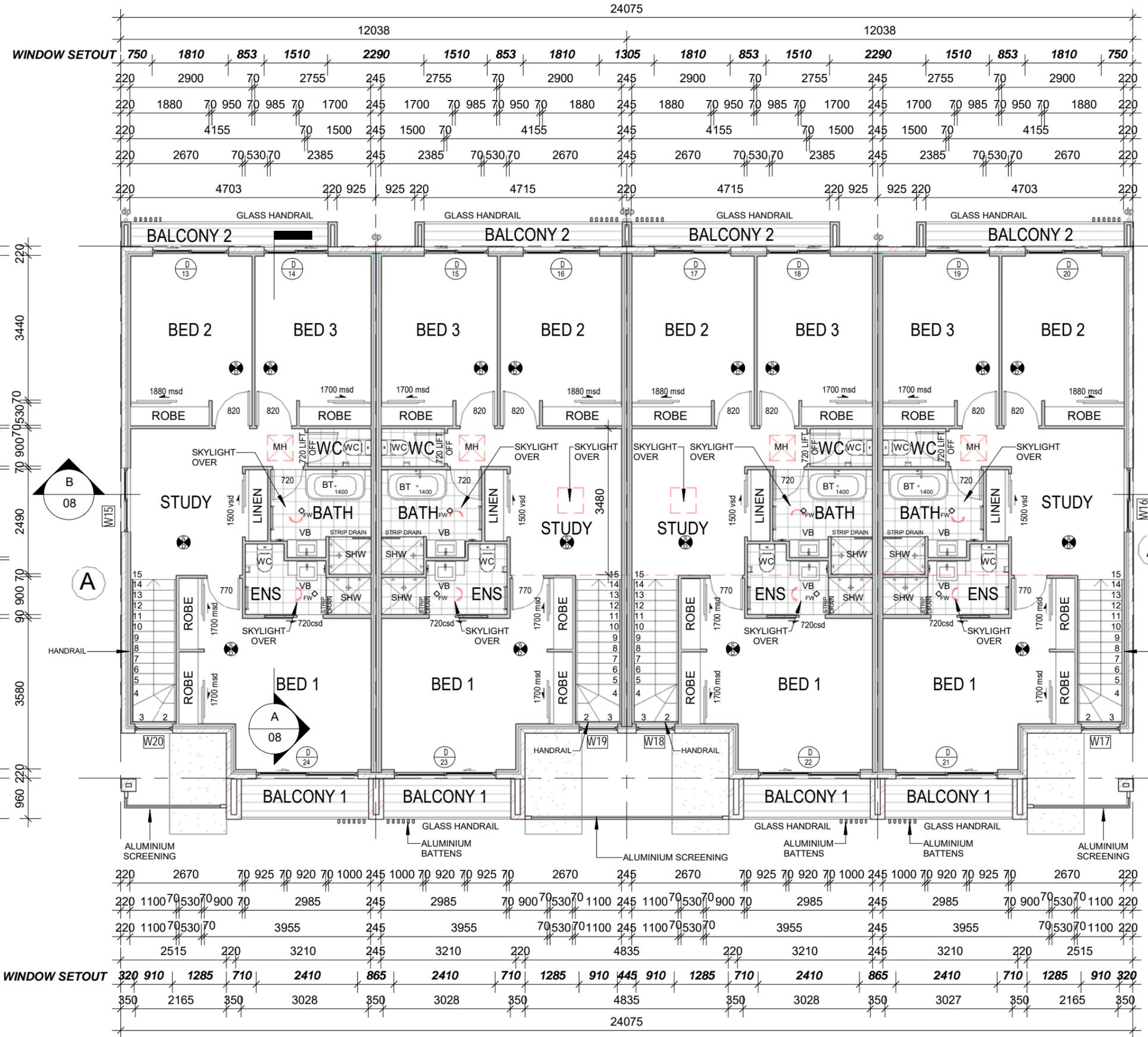
NOTE:
 A ACOUSTIC MEASURES REQUIRED. REFER TO ACOUSTIC REPORT FOR DETAILS

ACOUSTIC WALL NOTE:
 - ALL EXTERNAL WALL CONSTRUCTION TO BICENTENNIAL RD FRONTAGE Rw35 (REFER TO REPORT)

ACOUSTIC ROOF & CEILING NOTE:
 - ALL ROOF & CEILING CONSTRUCTION TO SATISFY AN ACOUSTIC RATING OF Rw35 (REFER TO REPORT)

WINDOW SETOUT

600	220	220	220	220	220
5270	3440	3440	4040	3440	
11570	70,530,70	70,900,530,70	70,900,70	70,900,530,70	70,900,530,70
1510	3480	1700	2090	2490	
4790	1700	90	1300	90	
1080	1700	1700	1700	1700	
2040	3580	3580	3580		
660,300	960	960	960	960	960

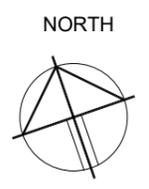


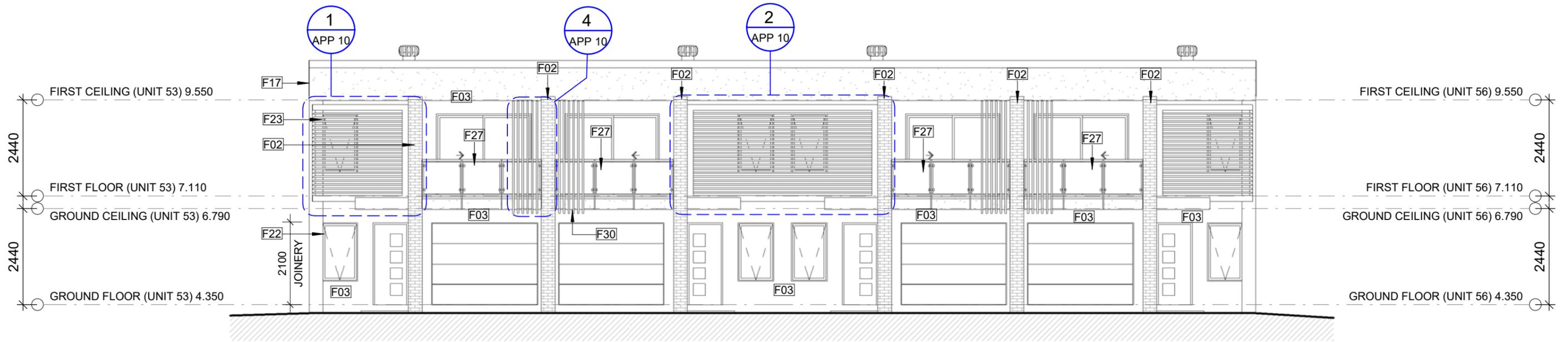
ABN 22 010 071 744
 DESIGNERS AND BUILDERS OF QUALITY HOMES EST. 1952
 301/50 MARINE PARADE SOUTHPORT Q 4215
 P. 07 5528 0111 F. 07 5528 0333

No.	Description	Date
A	PRIOR BA ISSUE	02.05.19
B	BA ISSUE	10.06.19
D	FFL REVISED	18.10.19
E	REVISED BA ISSUE	22.02.20

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	T5-COOLANGATTA Quad Modern	FIRST FLOOR PLAN
Location	Unit Number	Scale
97-107 STANWORTH RD, BOONDALL	UNITS 53-56	1 : 100
Client	Drawing Number	Date
NOVEADECK PTY LTD	04	FEB 2020
Project Number	Revision	
4920	E	

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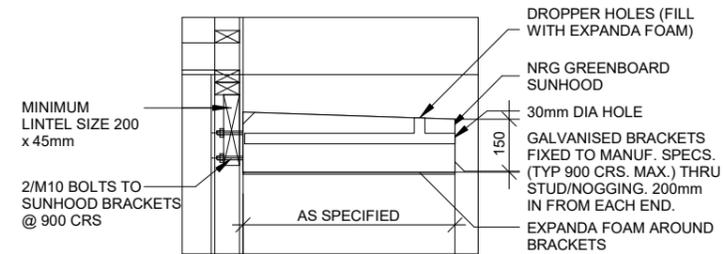




EXTERNAL FINISHES

F02	BRICKWORK WITH TEXTURE FINISH
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F17	RENDERED & PAINTED HARDITEX CLADDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F27	FACE FIXED POWDER-COATED ALUMINIUM GLAZED HANDRAILS AND BALUSTERS
F30	BRICK CORBELING

1 FRONT ELEVATION
06 SCALE - 1 : 100

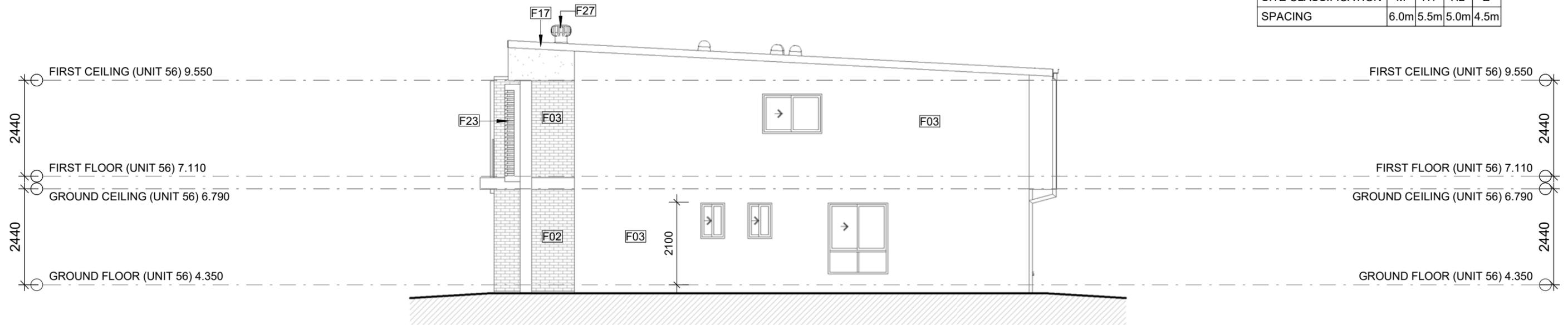


NRG GREENBOARD SUNHOOD DETAIL
SCALE: 1:20

NOTES

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.

VERTICAL JOINT NOTE				
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



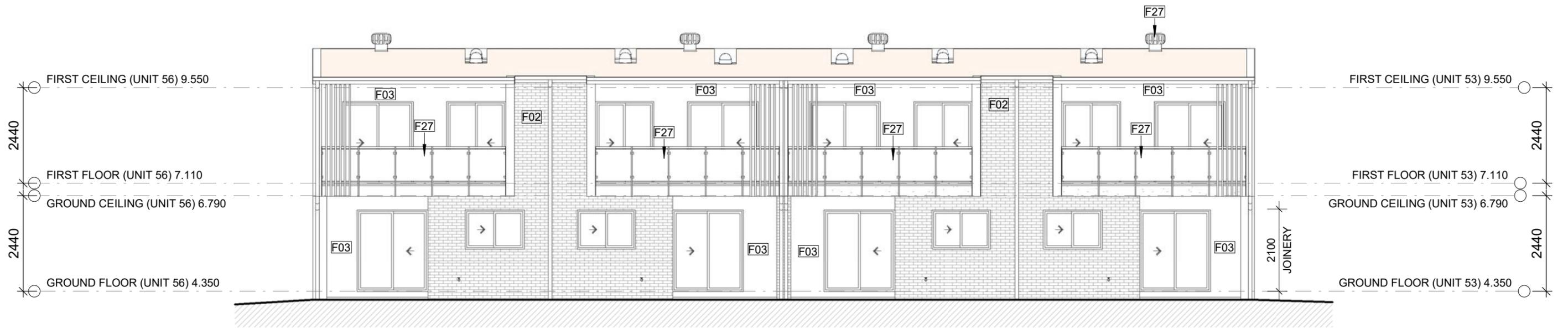
2 RIGHT ELEVATION
06 SCALE - 1 : 100



ABN 22 010 071 744
DESIGNERS AND BUILDERS
OF QUALITY HOMES EST. 1952
301/50 MARINE PARADE
SOUTHPORT Q 4215
P. 07 5528 0111
F. 07 5528 0333

No.	Description	Date
A	PRIOR BA ISSUE	02.05.19
B	BA ISSUE	10.06.19
D	FFL REVISED	18.10.19
E	REVISED BA ISSUE	22.02.20

Project	Unit Type	Sheet Name		
MULTIPLE DWELLING UNITS	T5-COOLANGATTA Quad Modern	ELEVATIONS 1		
Location	Unit Number	Scale	Drawn by	Date
97-107 STANWORTH RD, BOONDALL	UNITS 53-56	1 : 100	AW	FEB 2020
Client	Project Number	Drawing Number	Revision	
NOVEADECK PTY LTD	4920	06	E	



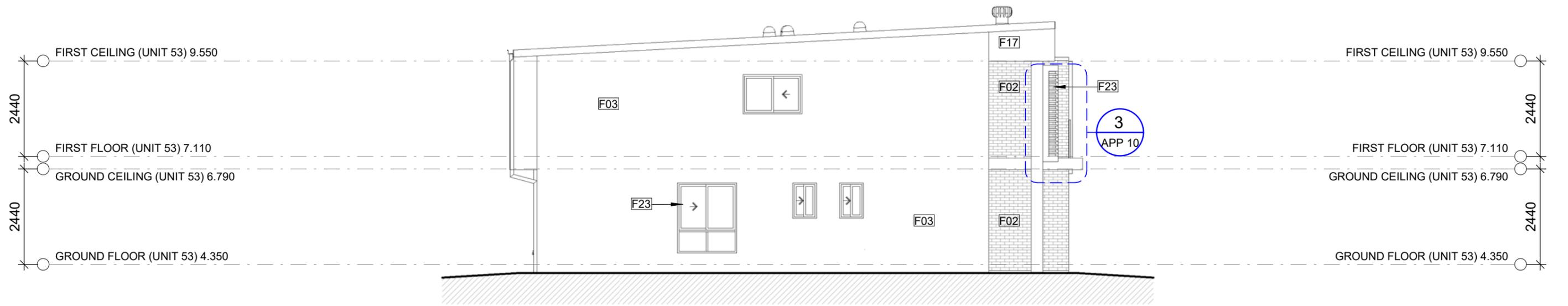
EXTERNAL FINISHES	
F02	BRICKWORK WITH TEXTURE FINISH
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F17	RENDERED & PAINTED HARDITEX CLADDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F27	FACE FIXED POWDER-COATED ALUMINIUM GLAZED HANDRAILS AND BALUSTERS
F30	BRICK CORBELING

1
07 **REAR ELEVATION**
SCALE - 1 : 100

NOTES

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.

VERTICAL JOINT NOTE				
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



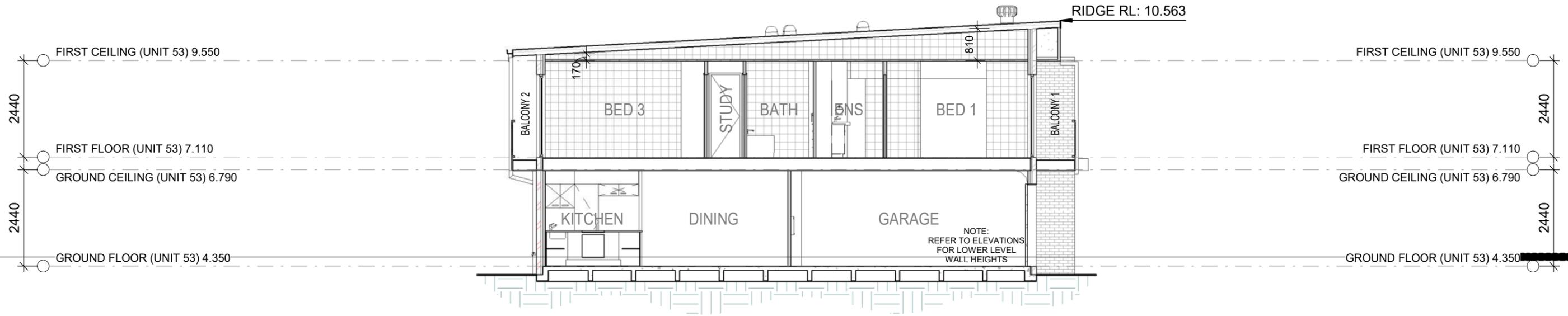
2
07 **LEFT ELEVATION**
SCALE - 1 : 100



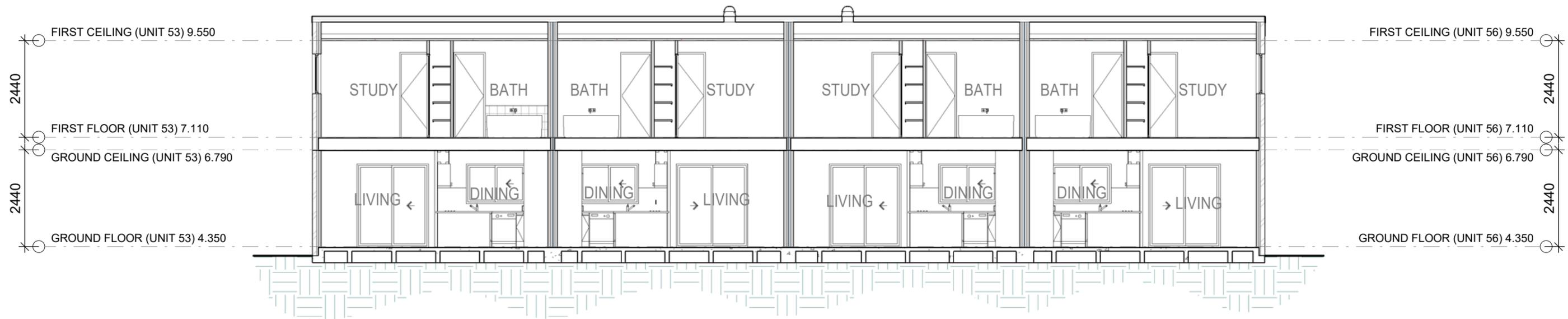
ABN 22 010 071 744
DESIGNERS AND BUILDERS
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301/50 MARINE PARADE
SOUTHPORT Q 4215
P. 07 5528 0111
F. 07 5528 0333

No.	Description	Date
A	PRIOR BA ISSUE	02.05.19
B	BA ISSUE	10.06.19
D	FFL REVISED	18.10.19
E	REVISED BA ISSUE	22.02.20

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	T5-COOLANGATTA Quad Modern	ELEVATIONS 2
Location	Unit Number	Scale
97-107 STANWORTH RD, BOONDALL	UNITS 53-56	1 : 100
Client	Drawn by	Date
NOVEADECK PTY LTD	AW	FEB 2020
	Project Number	Drawing Number
	4920	07
		Revision
		E



A SECTION A-A
08 SCALE - 1 : 100



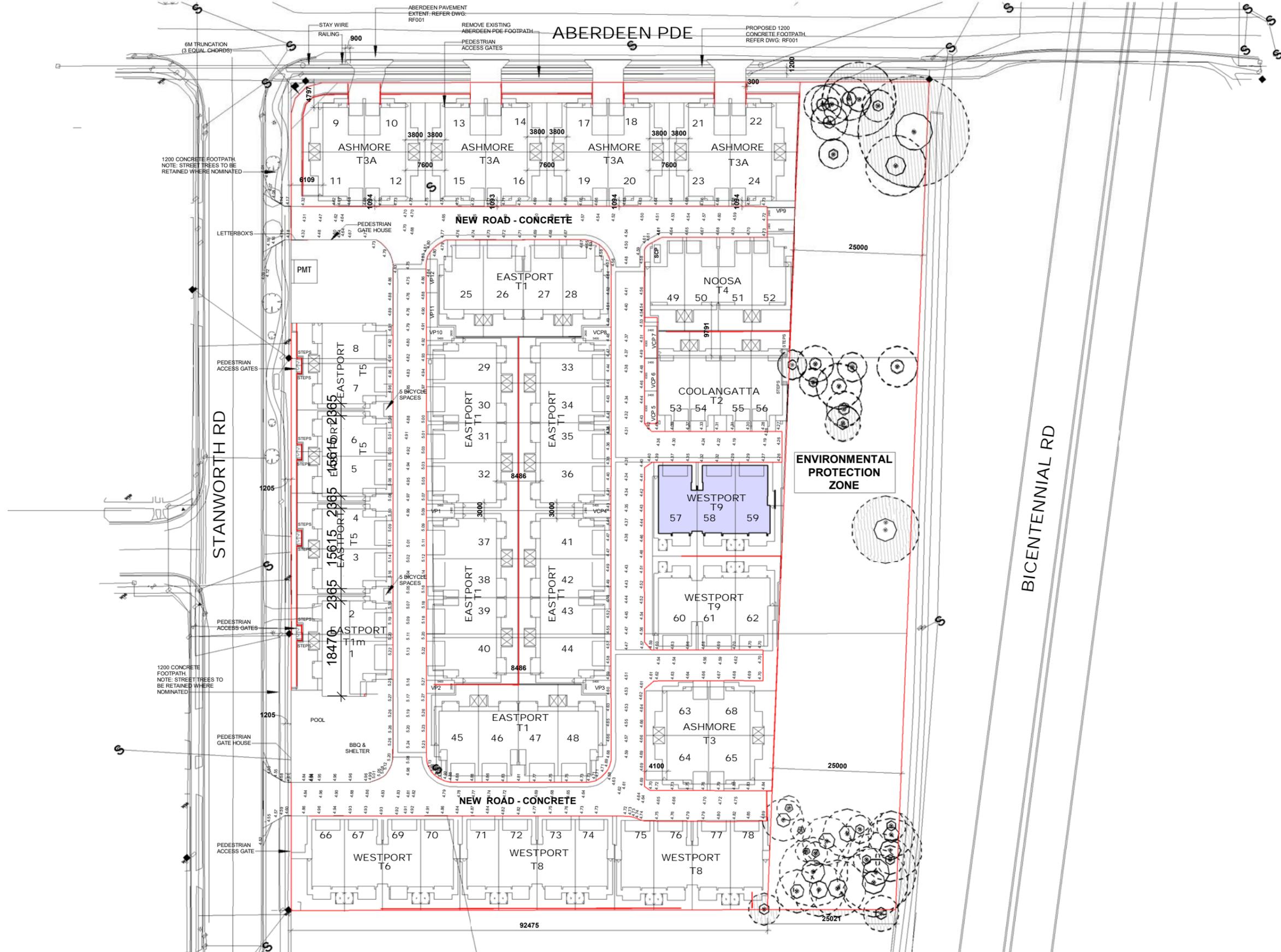
B SECTION B-B
08 SCALE - 1 : 100



ABN 22 010 071 744
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301/50 MARINE PARADE
SOUTHPORT Q 4215
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F. 07 5528 0333

No.	Description	Date
A	PRIOR BA ISSUE	02.05.19
B	BA ISSUE	10.06.19
D	FFL REVISED	18.10.19
E	REVISED BA ISSUE	22.02.20

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	T5-COOLANGATTA Quad Modern	SECTIONS
Location	Unit Number	Scale
97-107 STANWORTH RD, BOONDALL	UNITS 53-56	1 : 100
Client	Drawn by	Date
NOVEADECK PTY LTD	AW	FEB 2020
	Project Number	Revision
	4920	08 E



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No.	Description	Date
H	BA ISSUE	29.07.20

Project
MULTIPLE DWELLING UNITS
 Location
97-107 STANWORTH RD, BOONDALL
 Client
NOVADECK PTY LTD

Unit Type
T8- WESTPORT_QUAD
 Unit Number
UNIT (57-59)

Sheet Name		
LOCATION PLAN		
Scale	Drawn by	Date
1 : 750	TB	MAY 2020
Project Number	Drawing Number	Revision
0000	01	H



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DOOR SCHEDULE (EXT.) GROUND FLOOR

Mark	Type	Lintel MGP12	Acoustic Info	Seals
1	820 ENTRY DOOR	140 x 35		
2	21.27 SD	2/240x35		No
3	21.27 SD	2/240x35		No
4	21.27 SD	2/240x35		No
8	21.48 PANEL LIFT	240 x 65 18C		No
9	820 ENTRY DOOR	140 x 35		No
10	820 ENTRY DOOR	140 x 35		No
11	21.48 PANEL LIFT	240 x 65 18C		No
12	21.48 PANEL LIFT	240 x 65 18C		No

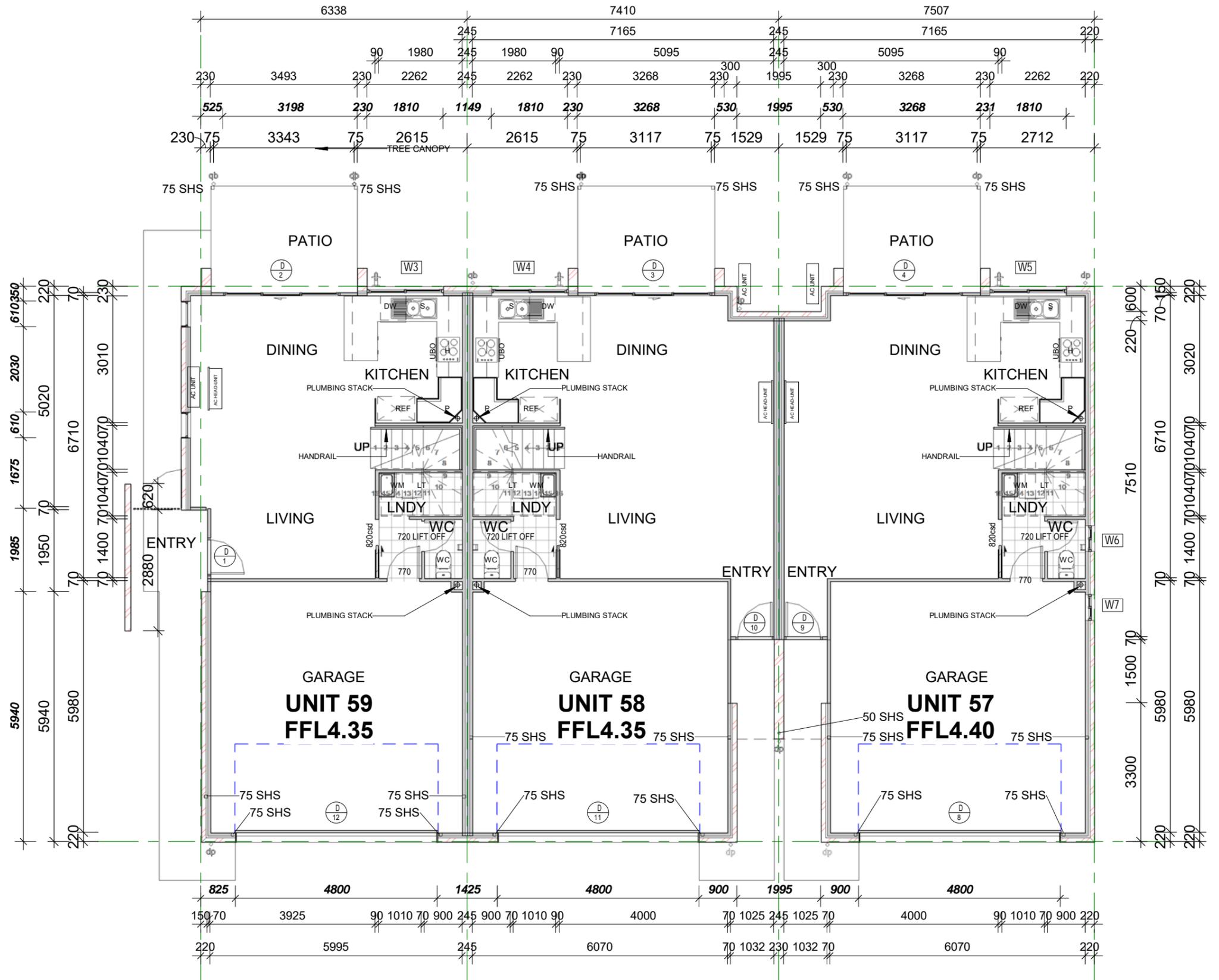
WINDOW SCHEDULE GROUND FLOOR

Mark	Type	Lintel MGP12	Acoustic Info	Seals
3	12.18 SW	2/240 x 35		
4	12.18 SW	2/240 x 35		
5	12.18 SW	2/240 x 35		
6	09.06 SW	190 x 35		
7	09.06 SW	190 x 35		

NOTES

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

REFER SLAB DESIGNS FOR WALL CONTROL JOINT LOCATIONS



ABN 22 010 071 744
 DESIGNERS AND BUILDERS OF QUALITY HOMES EST. 1952
 301/50 MARINE PARADE SOUTHPORT Q 4215
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No.	Description	Date
G	PRELIMINARY BA ISSUE	14.05.20
H	BA ISSUE	29.07.20

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	T8- WESTPORT_QUAD	GROUND FLOOR PLAN
Location	Unit Number	Scale
97-107 STANWORTH RD, BOONDALL	UNIT (57-59)	1 : 100
Client	Drawing Number	Drawn by
NOVADECK PTY LTD	03	TB
	Project Number	Date
	0000	MAY 2020
		Revision
		H

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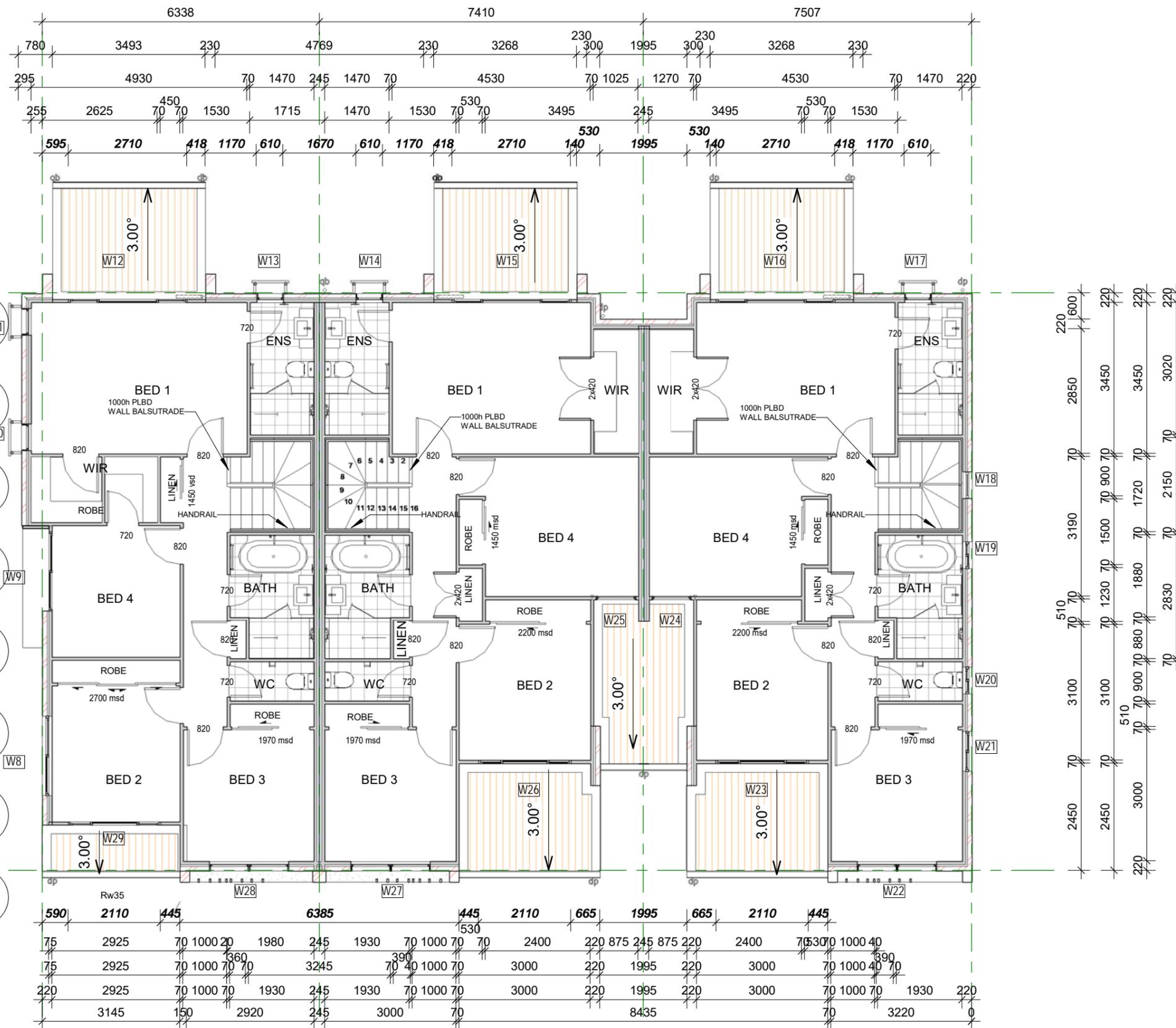
WINDOW SCHEDULE FIRST FLOOR

Mark	Type	Lintel MGP12	Acoustic Info	Seals
8	06.18 SW	190 x 35	Rw27 4MM GLASS	Yes
9	12.18 SW	190 x 35	Rw27 4MM GLASS	Yes
10	18.06 AW	140x35	Rw27 4MM GLASS	Yes
11	18.06 AW	140x35	Rw27 4MM GLASS	Yes
12	09.27 SW	190 x 35		No
13	18.06 AW	140x35		
14	18.06 AW	140x35		
15	09.27 SW	2/240 x 35		No
17	18.06 AW	140x35		
18	18.06 FW	140x35		
19	09.06 SW	140x35		
20	09.06 SW	140x35		
21	09.09 SW	140x35		
22	18.12 AW	140x35		
23	09.21 SW	2/190 x 35		No
24	18.09 AW	140x35		
25	18.09 AW	140x35		
26	09.21 SW	2/190 x 35		
27	18.12 AW	140x35		
28	18.12 AW	140x35		
29	09.21 SW	190 x 35		No
30	18.06 AW	140x35		No
31	18.06 AW	140x35		No

NOTES

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

REFER SLAB DESIGNS FOR WALL CONTROL JOINT LOCATIONS



No.	Description	Date
G	PRELIMINARY BA ISSUE	14.05.20
H	BA ISSUE	29.07.20
I	ADD ACOUSTIC NOTES AND AMEND BRACING	19.08.20

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	T8- WESTPORT_QUAD	FIRST FLOOR PLAN
Location	Unit Number	Scale
97-107 STANWORTH RD, BOONDALL	UNIT (57-59)	1 : 100
Client	Drawing Number	Date
NOVADECK PTY LTD	04	MAY 2020
	Project Number	Revision
	0000	1

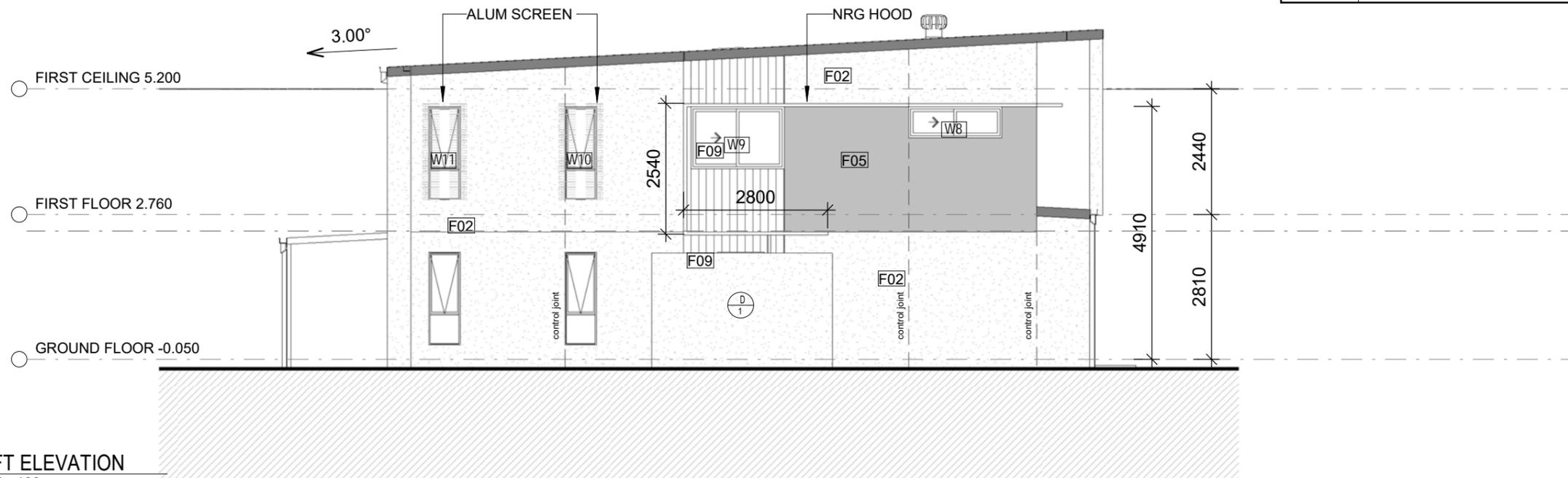


ABN 22 010 071 744
 DESIGNERS AND BUILDERS
 OF QUALITY HOMES EST. 1952
 301/50 MARINE PARADE
 SOUTHPORT Q 4215
 P. 07 5528 0111
 F. 07 5528 0333



1 FRONT ELEVATION
06 SCALE - 1 : 100

EXTERNAL FINISHES	
F02	BRICKWORK WITH TEXTURE FINISH
F05	BRICKWORK WITH RENDER FINISH (COLOUR 3)
F09	SCYON AXON CLADDING
F14	HARDIES LINEA BOARDING



2 04 LEFT ELEVATION
06 SCALE - 1 : 100



ABN 22 010 071 744
DESIGNERS AND BUILDERS
OF QUALITY HOMES EST. 1952
301/50 MARINE PARADE
SOUTHPORT Q 4215
P. 07 5528 0111
F. 07 5528 0333

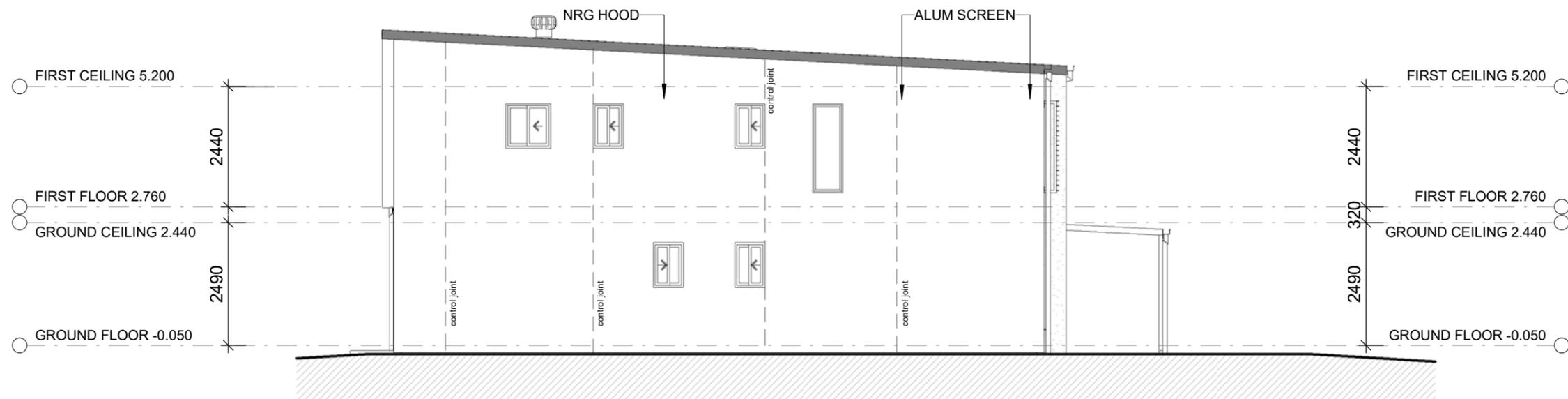
No.	Description	Date
G	PRELIMINARY BA ISSUE	14.05.20
H	BA ISSUE	29.07.20

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	T8- WESTPORT_QUAD	ELEVATIONS 1
Location	Unit Number	Scale
97-107 STANWORTH RD, BOONDALL	UNIT (57-59)	1 : 100
Client		Drawn by
NOVADECK PTY LTD		TB
		Date
		MAY 2020
		Project Number
		0000
		Drawing Number
		06
		Revision
		H



2 REAR ELEVATION
07 SCALE - 1 : 100

EXTERNAL FINISHES	
F02	BRICKWORK WITH TEXTURE FINISH
F05	BRICKWORK WITH RENDER FINISH (COLOUR 3)
F09	SCYON AXON CLADDING
F14	HARDIES LINEA BOARDING



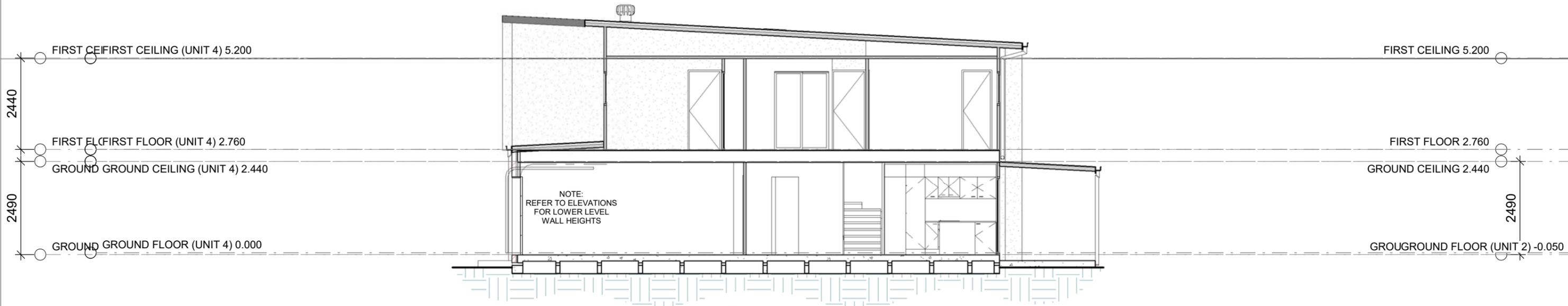
1 RIGHT. ELEVATION
07 SCALE - 1 : 100



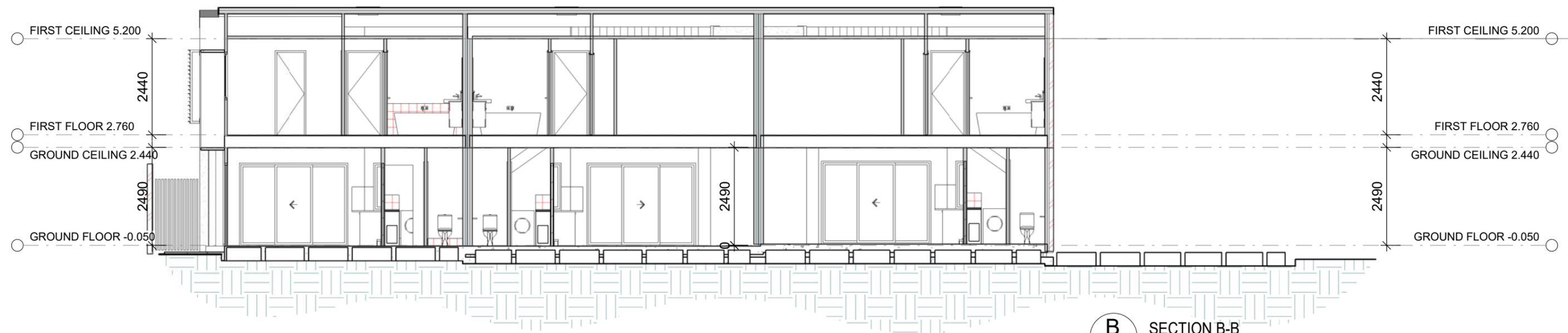
ABN 22 010 071 744
DESIGNERS AND BUILDERS
OF QUALITY HOMES EST. 1952
301/50 MARINE PARADE
SOUTHPORT Q 4215
P. 07 5528 0111
F. 07 5528 0333

No.	Description	Date
G	PRELIMINARY BA ISSUE	14.05.20
H	BA ISSUE	29.07.20

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	T8- WESTPORT_QUAD	ELEVATIONS 2
Location	Unit Number	Scale
97-107 STANWORTH RD, BOONDALL	UNIT (57-59)	1 : 100
Client		Drawn by
NOVADECK PTY LTD		TB
		Date
		MAY 2020
		Project Number
		0000
		Drawing Number
		07
		Revision
		H



A
08 SECTION A-A
SCALE - 1 : 100



B
08 SECTION B-B
SCALE - 1 : 100



ABN 22 010 071 744
DESIGNERS AND BUILDERS
OF QUALITY HOMES EST. 1952
301/50 MARINE PARADE
SOUTHPORT Q 4215
P. 07 5528 0111
F. 07 5528 0333

No.	Description	Date
H	BA ISSUE	29.07.20

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	T8- WESTPORT_QUAD	SECTIONS
Location	Unit Number	Scale
97-107 STANWORTH RD, BOONDALL	UNIT (57-59)	1 : 100
Client	Drawn by	Date
NOVADECK PTY LTD	TB	MAY 2020
	Project Number	Revision
	0000	H
	08	

S:\Town House Developments_Current\Stanworth Street 97-107, BOONBALL\10 - BA Plans\STAGE 3\UNIT 57-59 WESTPORT TRIPLEX_MODERN.rvt

SCHEDULE 2
SPECIFICATIONS

gallery inclusions

Kitchen

Bench Top	Manufactured Stone
Doors	Laminate
Splash back	Glass
Kitchen Sink	S/steel sink with mixer tapware
Appliances	Euromaid s/s multifunction oven, cook-top, rangehood and s/s dishwasher or similar

Bathroom & Laundry

Showers	Semi-frameless glass shower with pivot action door
Bath	Acrylic or similar
Vanities	Manufactured stone top with laminate doors, semi recessed basin or similar with mixer tapware
Toilets	Water saving dual flush cisterns to WC's
Laundry	30L slimline tub unit with quality tapware

Please note: Proposed external and internal finishes are subject to change. Heran Building Group reserves the right to substitute similar colours or products depending on availability and/or cost constraints. Correct as of October 2020

Totally liveable & all backed by Heran's six month maintenance & six year structural guarantee (QBCC)

Outdoor

Brick	Rendered or face brick external finish
Roof	Colorbond Roofing
Framing	Timber frame & roof trusses
Garage	Sectional overhead door with Colorbond finish & remote control unit
Windows & Sliding Doors	Powder coat aluminium with barrier screens (downstairs only)
Termite Protection	Penetrations & perimeter system
Hot Water System	Electric storage unit or electric continuous hot water unit
Courtyard	Private fully fenced
Clothesline	Hills wall mounted
Amenities	Swimming pool
Landscaping	Professional landscaping to townhomes & common areas
Parking	Ample visitor car parking
Driveways	Concrete driveways (exposed)
Internal Roads	Concrete

Indoor

Air-Conditioning	Split system to living area & master bedroom
Ceiling Fans	To all bedrooms
Electrical	Telephone, TV points etc, earth leakage safety switch, smoke detectors, generous amount of lighting & power points, Television antenna
Insulation	Ceiling batts
Paint	Washable paint to walls
Doors	Modern flush panel with stylish door furniture
Robes	Mirror Sliding Doors
Stairs	Carpeted, aluminium balustrade & timber rails
Blinds	Venetians & verticals throughout
Flooring	Porcelain Tiles or Timber look flooring (Stone polymer composite) to Living areas* Porcelain Tiles to wet areas and carpet to bedrooms & stair.

*Porcelain or Timber look flooring allocation is shared through the development and is determined by the developer.

SCHEDULE 3

Body Corporate Contributions for First Year

Administration Fund Budget for First Year

Sinking Fund Budget for First Year

**Schedule of estimated cost for Administration Agreement,
Caretaker Agreement and Letting Agreement.**

**STANWORTH RESIDENCES - FINAL STAGE
PROPOSED BUDGET**

ADMINISTRATION FUND

Expenses

Bank Charges	100.00	
Caretaker Fees	78,000.00	
Cleaning materials	125.00	
Community Power	3,725.00	
Communications and disbursements	5,070.00	
Fees and Permits	150.00	
Fire Hydrants	350.00	
Pest Control	5,000.00	
Secretarial Fees	10,920.00	
Sundries	330.00	
Tax return	1,250.00	
Telephone	400.00	

Repairs and maintenance		
- Building	2,000.00	
- Electrical	300.00	
- Vegetation Maintenance	2,200.00	
- Gardens and grounds materials	500.00	
- Plumbing	300.00	
- Pool Chemicals	1,200.00	
- Stormwater cartridge	<u>13,500.00</u>	20,000.00

Sub Total	125,420.00	
GST	12,542.00	
TOTAL	<u>137,962.00</u>	

AGGREGATE CONTRIBUTION SCHEDULE LOT ENTITLEMENTS	1290
LEVY PER LOT ENTITLEMENT PER ANNUM	106.95
LEVY PER LOT ENTITLEMENT PER WEEK	2.06

SINKING FUND

Provision for Future Expenditure	27,315.00
GST	2,731.50
TOTAL	<u>30,046.50</u>

LEVY PER LOT ENTITLEMENT PER ANNUM	23.29
LEVY PER LOT ENTITLEMENT PER WEEK	0.45

INSURANCE

Insurances	
- Building & Public Liability	14,820.00
GST	1,482.00
TOTAL	<u>16,302.00</u>

AGGREGATE INTEREST SCHEDULE LOT ENTITLEMENTS	20775
LEVY PER LOT ENTITLEMENT PER ANNUM	0.78
LEVY PER LOT ENTITLEMENT PER WEEK	0.02

**STANWORTH RESIDENCES - FINAL STAGE
SCHEDULE OF LOT ENTITLEMENTS**

LOT NUMBER	ENTITLEMENTS		ADMIN FUND PER ANNUM	SINKING FUND PER ANNUM	INSURANCE PER ANNUM	Caretaker's Fee pa (included in Admin Fund pa)	Body Corporate Manager's Fee pa	LEVY PER ANNUM	LEVY PER WEEK
	CONTRIBUTION	INTEREST							
1	19	287	2,032.00	442.55	225.21	1,263.72	176.92	2,699.75	51.92
2	17	274	1,818.10	395.96	215.01	1,130.70	158.30	2,429.07	46.71
3	17	279	1,818.10	395.96	218.93	1,130.70	158.30	2,432.99	46.79
4	17	279	1,818.10	395.96	218.93	1,130.70	158.30	2,432.99	46.79
5	17	279	1,818.10	395.96	218.93	1,130.70	158.30	2,432.99	46.79
6	17	279	1,818.10	395.96	218.93	1,130.70	158.30	2,432.99	46.79
7	17	279	1,818.10	395.96	218.93	1,130.70	158.30	2,432.99	46.79
8	17	278	1,818.10	395.96	218.14	1,130.70	158.30	2,432.21	46.77
9	15	246	1,604.21	349.38	193.03	997.67	139.67	2,146.62	41.28
10	15	246	1,604.21	349.38	193.03	997.67	139.67	2,146.62	41.28
11	15	246	1,604.21	349.38	193.03	997.67	139.67	2,146.62	41.28
12	15	246	1,604.21	349.38	193.03	997.67	139.67	2,146.62	41.28
13	15	246	1,604.21	349.38	193.03	997.67	139.67	2,146.62	41.28
14	15	246	1,604.21	349.38	193.03	997.67	139.67	2,146.62	41.28
15	15	246	1,604.21	349.38	193.03	997.67	139.67	2,146.62	41.28
16	15	246	1,604.21	349.38	193.03	997.67	139.67	2,146.62	41.28
17	15	246	1,604.21	349.38	193.03	997.67	139.67	2,146.62	41.28
18	15	246	1,604.21	349.38	193.03	997.67	139.67	2,146.62	41.28
19	15	246	1,604.21	349.38	193.03	997.67	139.67	2,146.62	41.28
20	15	246	1,604.21	349.38	193.03	997.67	139.67	2,146.62	41.28
21	15	246	1,604.21	349.38	193.03	997.67	139.67	2,146.62	41.28
22	15	249	1,604.21	349.38	195.39	997.67	139.67	2,148.98	41.33
23	15	246	1,604.21	349.38	193.03	997.67	139.67	2,146.62	41.28
24	15	249	1,604.21	349.38	195.39	997.67	139.67	2,148.98	41.33
25	17	279	1,818.10	395.96	218.93	1,130.70	158.30	2,432.99	46.79
26	17	275	1,818.10	395.96	215.79	1,130.70	158.30	2,429.86	46.73
27	17	275	1,818.10	395.96	215.79	1,130.70	158.30	2,429.86	46.73
28	17	279	1,818.10	395.96	218.93	1,130.70	158.30	2,432.99	46.79
29	17	278	1,818.10	395.96	218.14	1,130.70	158.30	2,432.21	46.77
30	17	274	1,818.10	395.96	215.01	1,130.70	158.30	2,429.07	46.71
31	17	274	1,818.10	395.96	215.01	1,130.70	158.30	2,429.07	46.71
32	17	278	1,818.10	395.96	218.14	1,130.70	158.30	2,432.21	46.77
33	17	278	1,818.10	395.96	218.14	1,130.70	158.30	2,432.21	46.77
34	17	274	1,818.10	395.96	215.01	1,130.70	158.30	2,429.07	46.71
35	17	274	1,818.10	395.96	215.01	1,130.70	158.30	2,429.07	46.71
36	17	278	1,818.10	395.96	218.14	1,130.70	158.30	2,432.21	46.77
37	17	278	1,818.10	395.96	218.14	1,130.70	158.30	2,432.21	46.77
38	17	274	1,818.10	395.96	215.01	1,130.70	158.30	2,429.07	46.71
39	17	274	1,818.10	395.96	215.01	1,130.70	158.30	2,429.07	46.71
40	17	278	1,818.10	395.96	218.14	1,130.70	158.30	2,432.21	46.77
41	17	278	1,818.10	395.96	218.14	1,130.70	158.30	2,432.21	46.77
42	17	274	1,818.10	395.96	215.01	1,130.70	158.30	2,429.07	46.71
43	17	274	1,818.10	395.96	215.01	1,130.70	158.30	2,429.07	46.71
44	17	278	1,818.10	395.96	218.14	1,130.70	158.30	2,432.21	46.77
45	17	278	1,818.10	395.96	218.14	1,130.70	158.30	2,432.21	46.77
46	17	275	1,818.10	395.96	215.79	1,130.70	158.30	2,429.86	46.73
47	17	275	1,818.10	395.96	215.79	1,130.70	158.30	2,429.86	46.73
48	17	278	1,818.10	395.96	218.14	1,130.70	158.30	2,432.21	46.77
49	16	261	1,711.16	372.67	204.80	1,064.19	148.99	2,288.63	44.01
50	16	258	1,711.16	372.67	202.45	1,064.19	148.99	2,286.28	43.97
51	16	258	1,711.16	372.67	202.45	1,064.19	148.99	2,286.28	43.97
52	16	261	1,711.16	372.67	204.80	1,064.19	148.99	2,288.63	44.01
53	16	249	1,711.16	372.67	195.39	1,064.19	148.99	2,279.21	43.83
54	16	246	1,711.16	372.67	193.03	1,064.19	148.99	2,276.86	43.79
55	16	246	1,711.16	372.67	193.03	1,064.19	148.99	2,276.86	43.79
56	16	250	1,711.16	372.67	196.17	1,064.19	148.99	2,280.00	43.85
57	18	278	1,925.05	419.25	218.14	1,197.21	167.61	2,562.45	49.28
58	18	275	1,925.05	419.25	215.79	1,197.21	167.61	2,560.10	49.23
59	17	278	1,818.10	395.96	218.14	1,130.70	158.30	2,432.21	46.77
60	18	278	1,925.05	419.25	218.14	1,197.21	167.61	2,562.45	49.28
61	18	275	1,925.05	419.25	215.79	1,197.21	167.61	2,560.10	49.23
62	17	278	1,818.10	395.96	218.14	1,130.70	158.30	2,432.21	46.77
63	15	249	1,604.21	349.38	195.39	997.67	139.67	2,148.98	41.33
64	15	249	1,604.21	349.38	195.39	997.67	139.67	2,148.98	41.33
65	15	251	1,604.21	349.38	196.96	997.67	139.67	2,150.55	41.36
66	17	274	1,818.10	395.96	215.01	1,130.70	158.30	2,429.07	46.71
67	18	275	1,925.05	419.25	215.79	1,197.21	167.61	2,560.10	49.23
68	15	242	1,604.21	349.38	189.90	997.67	139.67	2,143.48	41.22

**STANWORTH RESIDENCES - FINAL STAGE
SCHEDULE OF LOT ENTITLEMENTS**

LOT NUMBER	ENTITLEMENTS		ADMIN FUND PER ANNUM	SINKING FUND PER ANNUM	INSURANCE PER ANNUM	Caretaker's Fee pa	Body Corporate Manager's Fee pa	LEVY PER ANNUM	LEVY PER WEEK
	CONTRIBUTION	INTEREST							
69	18	275	1,925.05	419.25	215.79	1,197.21	167.61	2,560.10	49.23
70	17	272	1,818.10	395.96	213.44	1,130.70	158.30	2,427.50	46.68
71	17	272	1,818.10	395.96	213.44	1,130.70	158.30	2,427.50	46.68
72	18	275	1,925.05	419.25	215.79	1,197.21	167.61	2,560.10	49.23
73	18	275	1,925.05	419.25	215.79	1,197.21	167.61	2,560.10	49.23
74	17	275	1,818.10	395.96	215.79	1,130.70	158.30	2,429.86	46.73
75	17	272	1,818.10	395.96	213.44	1,130.70	158.30	2,427.50	46.68
76	18	275	1,925.05	419.25	215.79	1,197.21	167.61	2,560.10	49.23
77	18	275	1,925.05	419.25	215.79	1,197.21	167.61	2,560.10	49.23
78	17	272	1,818.10	395.96	213.44	1,130.70	158.30	2,427.50	46.68
	1290	20775	137,962.00	30,046.50	16,302.00	85,800.00	12,012.00	184,310.50	3,544.43

SCHEDULE 4

Community Management Statement

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

This statement incorporates and must include the following:

- Schedule A - Schedule of lot entitlements*
- Schedule B - Explanation of development of scheme land*
- Schedule C - By-laws*
- Schedule D - Any other details*
- Schedule E - Allocation of exclusive use areas*

Office use only
CMS LABEL NUMBER

1. Name of community titles scheme

Stanworth Residences Community Titles Scheme

2. Regulation module

Accommodation

3. Name of Body Corporate

Body Corporate for the Stanworth Residences Community Titles Scheme

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
See Enlarged Panel			See Enlarged Panel

5. #Name and address of original owner

first community management statement only

6. Reference to plan lodged with this statement

SP 321886

7. Local Government community management statement notation

..... signed

..... name and designation

..... name of Local Government

8. Execution by original owner/Consent of body corporate

Body Corporate for the Stanworth Residences Community Titles Scheme

/ /
Execution Date

.....
***Execution**

*Original owner to execute for a first community management statement
*Body corporate to execute for a new community management statement

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

**Stanworth Residences
Community Titles Scheme**

Lot on Plan Description	Title Reference
Common Property of Stanworth Residences Community Titles Scheme	To issue
Lot 1 on SP 311546	To issue
Lot 2 on SP 311546	To issue
Lot 3 on SP 311546	To issue
Lot 4 on SP 311546	To issue
Lot 5 on SP 311547	To issue
Lot 6 on SP 311547	To issue
Lot 9 on SP 321887	To issue
Lot 10 on SP 321887	To issue
Lot 11 on SP 321887	To issue
Lot 12 on SP 321887	To issue
Lot 13 on SP 321887	To issue
Lot 14 on SP 321887	To issue
Lot 15 on SP 321887	To issue
Lot 16 on SP 321887	To issue
Lot 17 on SP 321887	To issue
Lot 18 on SP 321887	To issue
Lot 19 on SP 321887	To issue
Lot 20 on SP 321887	To issue
Lot 21 on SP 321887	To issue
Lot 22 on SP 321887	To issue
Lot 23 on SP 321887	To issue
Lot 24 on SP 321887	To issue
Lot 25 on SP 321887	To issue
Lot 26 on SP 321887	To issue
Lot 27 on SP 321887	To issue
Lot 28 on SP 321887	To issue
Lot 37 on SP 311547	To issue
Lot 38 on SP 311547	To issue
Lot 39 on SP 311547	To issue
Lot 40 on SP 311547	To issue
Lot 41 on SP 311547	To issue
Lot 42 on SP 311547	To issue
Lot 43 on SP 311547	To issue
Lot 44 on SP 311547	To issue
Lot 45 on SP 311546	To issue
Lot 46 on SP 311546	To issue
Lot 47 on SP 311546	To issue
Lot 48 on SP 311546	To issue
Lot 49 on SP 321887	To issue
Lot 50 on SP 321887	To issue
Lot 51 on SP 321887	To issue
Lot 52 on SP 321887	To issue

**Stanworth Residences
Community Titles Scheme**

Lot 60 on SP 311547	To issue
Lot 61 on SP 311547	To issue
Lot 62 on SP 311547	To issue
Lot 63 on SP 311546	To issue
Lot 64 on SP 311546	To issue
Lot 65 on SP 311546	To issue
Lot 66 on SP 311546	To issue
Lot 67 on SP 311546	To issue
Lot 68 on SP 311546	To issue
Lot 69 on SP 311546	To issue
Lot 70 on SP 311546	To issue
Lot 71 on SP 311546	To issue
Lot 72 on SP 311546	To issue
Lot 73 on SP 311546	To issue
Lot 74 on SP 311546	To issue
Lot 75 on SP 311546	To issue
Lot 76 on SP 311546	To issue
Lot 77 on SP 311546	To issue
Lot 78 on SP 311546	To issue
Lots 8-9,29-36, 53-59 & Common Property on SP 321886	To issue

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS		
Lot 1 on SP 311546	19	287
Lot 2 on SP 311546	17	274
Lot 3 on SP 311546	17	279
Lot 4 on SP 311546	17	279
Lot 5 on SP 311547	17	279
Lot 6 on SP 311547	17	279
Lot 7 on SP 321886	17	279
Lot 8 on SP 321886	17	278
Lot 9 on SP 321887	15	246
Lot 10 on SP 321887	15	246
Lot 11 on SP 321887	15	246
Lot 12 on SP 321887	15	246
Lot 13 on SP 321887	15	246
Lot 14 on SP 321887	15	246
Lot 15 on SP 321887	15	246
Lot 16 on SP 321887	15	246
Lot 17 on SP 321887	15	246
Lot 18 on SP 321887	15	246
Lot 19 on SP 321887	15	246
Lot 20 on SP 321887	15	246
Lot 21 on SP 321887	15	246
Lot 22 on SP 321887	15	249
Lot 23 on SP 321887	15	246
Lot 24 on SP 321887	15	249
Lot 25 on SP 321887	17	279
Lot 26 on SP 321887	17	275
Lot 27 on SP 321887	17	275
Lot 28 on SP 321887	17	279
Lot 29 on SP 321886	17	278
Lot 30 on SP 321886	17	274
Lot 31 on SP 321886	17	274
Lot 32 on SP 321886	17	278
Lot 33 on SP 321886	17	278
Lot 34 on SP 321886	17	274
Lot 35 on SP 321886	17	274
Lot 36 on SP 321886	17	278
Lot 37 on SP 311547	17	278
Lot 38 on SP 311547	17	274
Lot 39 on SP 311547	17	274
Lot 40 on SP 311547	17	278
Lot 41 on SP 311547	17	278
Lot 42 on SP 311547	17	274
Lot 43 on SP 311547	17	274
Lot 44 on SP 311547	17	278

Lot 45 on SP 311546	17	278
Lot 46 on SP 311546	17	275
Lot 47 on SP 311546	17	275
Lot 48 on SP 311546	17	278
Lot 49 on SP 321887	16	261
Lot 50 on SP 321887	16	258
Lot 51 on SP 321887	16	258
Lot 52 on SP 321887	16	261
Lot 53 on SP 321886	16	249
Lot 54 on SP 321886	16	246
Lot 55 on SP 321886	16	246
Lot 56 on SP 321886	16	250
Lot 57 on SP 321886	18	278
Lot 58 on SP 321886	18	275
Lot 59 on SP 321886	17	278
Lot 60 on SP 311547	18	278
Lot 61 on SP 311547	18	275
Lot 62 on SP 311547	17	278
Lot 63 on SP 311546	15	249
Lot 64 on SP 311546	15	249
Lot 65 on SP 311546	15	251
Lot 66 on SP 311546	17	274
Lot 67 on SP 311546	18	275
Lot 68 on SP 311546	15	242
Lot 69 on SP 311546	18	275
Lot 70 on SP 311546	17	272
Lot 71 on SP 311546	17	272
Lot 72 on SP 311546	18	275
Lot 73 on SP 311546	18	275
Lot 74 on SP 311546	17	275
Lot 75 on SP 311546	17	272
Lot 76 on SP 311546	18	275
Lot 77 on SP 311546	18	275
Lot 78 on SP 311546	17	272
TOTALS	1290	20775

1. The contribution schedule principle under section 46(7) of the *Body Corporate and Community Management Act 1997* (BCCM Act) on which the contribution schedule lot entitlements for the community titles scheme has been decided is the relativity principle.
2. The relativity principle referred to in paragraph 1 above is the principle that the lot entitlements must clearly demonstrate the relationship between the lots in the community titles scheme by reference to one or more particular relevant factors.
3. Section 46A(3) of the BCCM Act states that a relevant factor (as referred to in paragraph 2 above) may, and may only, be any of the following:
 - (a) how the community titles scheme is structured;

- (b) the nature, features and characteristics of the lots;
 - (c) the purposes for which the lots are used;
 - (d) the impact the lots may have on the costs of maintaining the common property;
 - (e) the market values of the lots.
4. Individual contribution schedule lot entitlements for the community titles scheme were decided by reference to the following factors:
- (a) the nature, features and characteristics of the lots in the community titles scheme; and
 - (b) the impact the lots in the community titles scheme may have on the costs of maintaining the common property within the community titles scheme;
- In having reference to these factors, it is considered just and equitable for there to be a variation in the contribution schedule lot entitlements for the community titles scheme.
5. After having decided to use the relativity principle and by reference to the factors referred to in paragraph 4 above, the individual contribution lot entitlements for the community titles scheme were decided on the basis that certain features or characteristics of lots in the community titles scheme impact on the costs to the body corporate of repairing, maintaining, capital replacement and cleaning the common property.
6. In relation to the interest lot entitlements for the lots included in the Scheme, the interest schedule lot entitlements reflect the respective market values of the lots.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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1. Not Applicable

SCHEDULE C	BY-LAWS
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1. DEFINITIONS

- 1.1 In these By-laws the following terms have the following meaning unless the context otherwise requires:
- (a) **“Act”** means the Body Corporate and Community Management Act 1997 as amended from time to time.
 - (b) **“Body Corporate”** means the body corporate for the Scheme established pursuant to the Act.
 - (c) **“Building”** means the building or buildings and/or parts thereof including the Lots erected upon the Scheme Land.
 - (d) **“Base Parcel”** means lot 1 on RP 209072, lot 4 on RP209073 and lot 7 on RP 209074 title references 16967099, 17041202 & 17089222.
 - (e) **“By-laws”** means the By-laws for the Scheme.
 - (f) **“Caretaker”** means the person or corporation that has entered into, or is to enter into, the Caretaking and Letting Agreement. If there is no such person, the Committee may nominate a person as the Caretaker for the purposes of these By-laws.
 - (g) **“Caretaking and Letting Agreement”** means the agreement entered into, or to be entered into, between the Caretaker and the Body Corporate under which the Caretaker is required, amongst other things, to keep the Common Property in good order. It includes any agreement that replaces or extends a previous agreement.
 - (h) **“Committee”** means the Committee of the Body Corporate appointed pursuant to the Act.
 - (i) **“Committee’s Representative”** means a member of the Committee appointed from time to time for the purpose of representing the Committee.

- (j) **“Common Property”** means the common property for the Scheme.
- (k) **“Covenant A”** means the covenant shown on the Plan;
- (l) **“Development Approval”** means the development approval for the development of the Scheme issued by the Brisbane City Council having reference number A004924122 and any approved variations.
- (m) **“Lot”** means a lot in the Scheme.
- (n) **“Original Owner”** has the meaning given to it in the Act.
- (o) **“Owner”** and **“Occupier”** have the meanings given to them in the Act.
- (p) **“Plan”** means the registered survey plan for the Scheme Land.
- (q) **“Recreation Areas”** means all improvements on the Common Property used for, or intended to be used for, recreation and/or leisure activities.
- (r) **“Scheme”** means the community title scheme for the Stanworth Residences Community Titles Scheme.
- (s) **“Scheme Land”** means the land contained within the Scheme.
- (t) **“Secretary”** means the secretary of the Body Corporate.

2. NOISE

- 2.1 The Owner or Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

3. VEHICLES AND PARKING

- 3.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
 - (a) park a vehicle, or allow a vehicle to stand, on the Common Property, or
 - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
- 3.2 An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking. However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the Owner or Occupier, with the exception of designated visitor parking.
- 3.3 Despite any other By-law, designated visitor parking must remain available at all times for the sole use of visitor vehicles.
- 3.4 The Body Corporate has the right to have any vehicle parked contrary to these By-laws towed at the vehicle owner's expense.

4. OBSTRUCTION

- 4.1 The Owner or Occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.

5. DAMAGE TO LAWNS ETC

- 5.1 The Owner or Occupier of a Lot must not:
 - (a) damage any lawn, garden, tree, shrub, plant or flower on the Common Property; or
 - (b) use a part of the Common Property as a garden without the written approval of the Body Corporate.
- 5.2 An approval under subsection (1) must state the period for which it is given.
- 5.3 However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the Owner or Occupier.

6. DAMAGE TO COMMON PROPERTY

- 6.1 An Owner or Occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into or otherwise damage or deface a structure that forms part of the Common Property.
- 6.2 However, an Owner or Occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects if the device or screen is soundly built and is consistent with the colour, style and materials of the Building.
- 6.3 The Owner or Occupier must keep a device installed under subsection (2) in good order and repair.

7. SECURITY SYSTEMS

- 7.1 The Body Corporate shall be responsible for the maintenance and up-keep of all security systems on Scheme Land and may make rules in relation to the security system from time to time by way or ordinary resolution in a general meeting.
- 7.2 At no time shall the Body Corporate be responsible to the Owner or Occupier (and they shall not be entitled to make claim for compensation or damages) in the event of a failure of all or any of the security systems on the Scheme Land to operate in the manner in which they were intended.

8. LEAVING OF RUBBISH ETC ON COMMON PROPERTY

- 8.1 The Owner or Occupier of a Lot must not leave rubbish, dirt, dust or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else.

9. APPEARANCE OF LOT

- 9.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot.
- 9.2 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
- (a) hang washing, towel, bedding, clothing or another cloth article if the article is visible from another Lot or the Common Property or from outside the Scheme Land; or
 - (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property or from outside the Scheme Land.

10. STORAGE OF FLAMMABLE MATERIALS

- 10.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- 10.2 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.
- 10.3 However, this section does not apply to the storage of fuel in:
- (a) the fuel tank of a vehicle, boat or internal combustion engine; or
 - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

11. GARBAGE DISPOSAL

- 11.1 Unless the Body Corporate provides some other way of garbage disposal, the Owner or Occupier of a Lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for the purpose.
- 11.2 The Owner or Occupier must:
- (a) comply with all local government local laws about disposal of garbage; and

- (b) ensure that the Owner or Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Owners or Occupiers of other Lots.

11.3 The Owner or Occupier must comply with all reasonable directions of the Caretaker in relation to the disposal of recyclable garbage.

11.4 The Body Corporate and the lot owners acknowledge:

- (a) the Body Corporate indemnifies Brisbane City Council Waste Services and its agents in respect of any damage to the pavement and other driving surfaces caused by refuse collection vehicles entering the Scheme; and
- (b) the development of the Scheme has been approved on the basis that this indemnity is provided for refuse collection vehicles to enter the Scheme.

12. KEEPING OF ANIMALS

12.1 Subject to section 181(1) of the Act an Owner or Occupier of a Lot must not, without the Body Corporate's written approval:

- (a) bring or keep an animal on the lot or the Common Property; or
- (b) permit an invitee to bring or keep an animal on the Lot or the Common Property.

12.2 The Owner or Occupier must obtain the Body Corporate's written approval before bringing or permitting an invitee to bring an animal onto the Lot or the Common Property and such approval may be given subject to certain terms and conditions as determined by the Committee from time to time.

13. OBJECTS KEPT ON COMMON PROPERTY

13.1 An Owner or Occupier must not leave any object of any description on the Common Property. In the event that objects are left on the Common Property, any Owner or Occupier shall immediately remove such object.

13.2 The Body Corporate shall have the right to remove and dispose of any item left on the Common Property.

14. USE OF LOTS

14.1 Subject to any exclusions contained in these By-laws an Owner or Occupier of a Lot shall not use that Lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme Land.

14.2 Despite subsection 1, any Caretaker or on site manager may occupy a Lot in the Scheme and operate a letting service and general caretaking operations from the designated Lot as authorised by the Body Corporate from time to time.

15. USE OF RADIOS ETC

15.1 An Owner or Occupier of a Lot shall not operate or permit to be operated upon the parcel any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot.

16. STRUCTURAL ALTERATIONS TO THE INTERIOR OF LOTS

16.1 The manner and style of any structural fit out or structural alteration to the interior of any Lot must have the prior written approval of the Committee. The Committee shall be entitled to request plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a Lot shall provide all such plans and specifications PROVIDED HOWEVER that where kitchen facilities are to be installed an extraction system approved by the Committee and relevant Statutory Authorities must be installed.

17. ALTERATIONS TO THE EXTERIOR OF LOTS

- 17.1 Where an Owner proposes to carry out work, which will alter the exterior of any Lot, the Owner shall follow the procedure set out below:
- (a) Apply in writing to the Body Corporate outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same architectural standard as the Building.
 - (b) The Body Corporate on behalf of the Owner shall submit to the architect nominated by the Committee from time to time the plans and specifications for his approval in writing. The Body Corporate will use its best endeavours to ensure that the architect gives a decision promptly.
 - (c) The approval of the architect to any plans and specifications shall be considered by the Committee, provided that the architect shall be entitled to approve such plans with appropriate variations. If the architect refuses to give any approval the Owner shall not be entitled to make the alterations proposed.
 - (d) If the Architect approves such plans then the proposal will be submitted to a general meeting of the Body Corporate for permission to proceed with alterations.
 - (e) Any costs associated with the procedure outlined above, including any fee from the architect, shall be paid by the Owner seeking to make the alteration.

18. BALCONIES, TERRACES, FENCES, PERGOLAS, SCREENS, EXTERNAL BLINDS OR AWNINGS

- 18.1 The Owner of a Lot shall be responsible for the maintenance and repair of any fence which forms part of the Lot. The Body Corporate shall have the power to repair or replace such fence at the expense of the Lot Owner should the fence fall into disrepair.
- 18.2 All balconies and terraces shown on the approved drawings and documents are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures other than those consistent with the local authority plans/policies and clearly depicted on the approved drawings and documents.
- 18.3 No climbable objects are to be located within 900mm from the face of a balcony balustrade in order to protect children's safety.

19. ALTERATIONS TO COMMON PROPERTY

- 19.1 No alterations are to be made to the Common Property by the Owner or Occupier of a Lot without the written authority of the Committee.
- 19.2 Any alteration made to Common Property or fixture or fitting attached to Common Property by an Owner or Occupier of a Lot, whether made or attached with or without the approval of the Committee, shall, unless otherwise provided by resolution of general meeting or of a meeting of the Committee, be repaired and maintained by the Owner or Occupier for the time being of the Lot.

20. MAINTENANCE OF LOTS

- 20.1 Each Owner shall be responsible for the maintenance of their Lot and shall ensure that their Lot is so kept and maintained as not to be offensive in appearance to other Lot owners through the accumulation of excess rubbish or otherwise. Maintenance of lawns and gardens that are located within the Lot, will be the responsibility of the Lot owner. All such lawns and gardens are to be mown regularly and kept well maintained.

21. REPLACEMENT OF GLASS

- 21.1 Windows shall be kept clean by the Owner or Occupier of a Lot and promptly replaced by the Owner of the Lot with fresh glass of the same kind and weight as originally installed.

22. BEHAVIOUR OF INVITEES

- 22.1 An Owner or Occupier of a Lot shall take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.
- 22.2 The Owner or Occupier of a Lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Owner or Occupier or their invitees.

- 22.3 An Owner or Occupier of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the Lot or their invitees comply with the provisions of the By-Laws.
- 22.4 The duties and obligations imposed by these By-laws on an Owner or Occupier of a Lot shall be observed not only by the Owner or Occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier.
- 22.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these By-laws by any Owner or Occupier of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the Owner or Occupier of any Lot or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner or Occupier of the Lot at the time when the breach occurred.
- 22.6 An Owner or Occupier shall require their invitees to be quiet at all times when passing over Common Property after 11.00pm.

23. RECREATION AREAS

- 23.1 All Owners and Occupiers when making use of the Recreation Area must ensure:
- (a) that their invitees and guests do not use the Recreation Area or any of them unless they or another Owner or Occupier accompanies them;
 - (b) that children below the age of sixteen (16) years are not in or around the Recreation Area unless accompanied by an adult Owner or Occupier exercising effective control over them;
 - (c) that they and their invitees exercise caution at all times and not behave in a manner that is likely to interfere with the use and enjoyment of other Owners or Occupiers or their invitees;
 - (d) that they book any relevant Recreation Area through any reservation system that may be put in place by the Body Corporate and the Caretaker;
 - (e) that all users of the Recreation Area comply with any rules (including signage) made from time to time by the Committee;
 - (f) that they or their invitees does not without proper authority operate, adjust or interfere with the operation of equipment associated with the Recreation Area;
 - (g) they do not use the Recreation Area between the hours of 11:00pm and 7:00am (with the exception of the pool area which will not be used between the hours of 10.00 pm to 7.00 am), or such lawful hours as agreed to by the Committee and the Caretaker; and
 - (h) they and their invitees use any plant and equipment in accordance with the directions or instructions given by the Committee or the Caretaker.
- 23.2 All Owners and Occupiers of Lots acknowledge that the Body Corporate and the Caretaker may make rules from time to time regarding the use of the Recreation Area including the right to operate a reservation system.

24. WINDOW TREATMENTS SUCH AS CURTAINS/SIMILAR VENETIAN BLINDS AND SHUTTERS

- 24.1 An Owner or Occupier of a Lot shall not hang curtains visible from outside the Lot unless those curtains have a white backing or unless such colour and design have been approved by the Committee. An Owner or Occupier shall not install, renovate and/or replace a curtain backing or window treatment without having the colour and design of same approved by the Committee. In giving such approval, the Committee shall ensure so far as practicable that curtain backing and window treatment used in all units have colours that are sympathetic to the tones of the Building and present an aesthetic appearance when viewed from Common Property or any other Lot.

25. AUCTION SALES

- 25.1 An Owner of a Lot shall not permit any auction sale to be conducted or to take place in the Owner's Lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee.

26. CORRESPONDENCE AND REQUESTS TO THE SECRETARY OF THE BODY CORPORATE

- 26.1 All complaints, applications or requests to the Body Corporate or its Committee shall be addressed in writing to the Secretary of the Body Corporate.
- 26.2 An Owner or Occupier of a Lot shall not give instructions to a Body Corporate contractor. All requests are to be submitted in writing to the Caretaker or Secretary.

27. COPY OF BY-LAWS TO BE PRODUCED UPON REQUEST

- 27.1 Where any Lot or Common Property is leased or rented, otherwise than to an Owner of a Lot, the lessor or as the case may be, landlord shall cause to be produced to the Lessee or tenant for inspection a copy of the By-Laws.

28. RECOVERY OF COSTS

- 28.1 An Owner shall pay on demand the whole of the Body Corporate costs and expenses (including Solicitor's costs on an indemnity basis) which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such owner by the Body Corporate pursuant to the Act.
- 28.2 The Body Corporate may charge and recover interest at an annual rate determined by the Body Corporate by ordinary resolution in general meeting on any unpaid levies or other monies payable by an Owner to the Body Corporate.
- 28.3 Any expense incurred by the Body Corporate in remedying any breach of the Act or the By-laws shall be deemed to be a debt due by the Owner of the Lot whose Occupier caused such expense to the Body Corporate.

29. POWER OF BODY CORPORATE COMMITTEE

- 29.1 The Committee may make rules relating to the Common Property not inconsistent with these By-laws and the same shall be observed by the Owners and Occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.
- 29.2 The Committee may retain such agents and servants it deems appropriate in carrying out its duties.

30. AIR CONDITIONING

- 30.1 No air conditioning system may be installed within a Lot or on Common Property without the prior written approval of the Body Corporate. The Body Corporate may establish standards for the type, noise, disposal, vibration, method of installation, location of condensers, provision of air, water reticulation and the like associated with the installation of any air conditioning unit.

31. BULK SUPPLY OF ELECTRICITY OR OTHER UTILITY SERVICES

- 31.1 The Body Corporate may supply electricity or other utility services for the benefit of an Owner or Occupier of a Lot and in such case this By-law shall apply.
- 31.2 The Body Corporate may purchase reticulated electricity or other services on the most economical basis for the whole of the Scheme Land from the relevant authority.
- 31.3 The Body Corporate may sell reticulated electricity or other services to Occupiers. Occupiers are not compelled to buy electricity or other services from the Body Corporate.
- 31.4 The Body Corporate must arrange for the installation of a separate electricity and/or other service meter for each Lot.
- 31.5 The Body Corporate is not required to supply to the Occupier of a Lot electricity or other service requirements beyond those requirements which the relevant authority could supply at a particular time.
- 31.6 Insofar as it is lawful, the price to be charged by the Body Corporate to an occupier of a Lot for the supply of electricity or other service will be the total of:
- (a) the price paid by the Body Corporate for the electricity or other service; and

- (b) any additional cost incurred by the Body Corporate reading meters, issuing accounts and doing any other things required for the supply of electricity or other service.
- 31.7 The Body Corporate may render accounts to an Occupier supplied with electricity or other services under this By-law and such accounts are payable to the Body Corporate within 14 days of delivery of such accounts.
- 31.8 In respect of an account that has been rendered pursuant to these By-laws, the Occupier is liable jointly and severally with any person who was liable to pay that electricity or other service account when that Occupier of a Lot became the Occupier of the Lot.
- 31.9 In the event that a proper account for the supply of reticulated electricity or other service is not paid by the due date for payment the Body Corporate is entitled to:
- (a) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/or
- (b) disconnect the supply of reticulated electricity or other service to the relevant Lot.
- 31.10 The Body Corporate is not, under any circumstances whatsoever, responsible for or liable for any failure of the supply of electricity or other service due to breakdowns, repairs, maintenance, strikes, accidents or any other causes regardless of their class or description.
- 31.11 The Body Corporate may, from time to time, determine a security deposit to be paid by each Occupier who is entitled to the supply of reticulated electricity or other service as a guarantee against non-payment of accounts for the supply of reticulated electricity or other service.
- 31.12 In this By-law references to the Body Corporate include any person engaged by the Body Corporate to supply the services.

32. SALE OF LOTS

- 32.1 Despite any other By-law the Original Owner, its agents and any person authorised by it may:
- (a) use any Lot it owns as a display Lot and sales Lot;
- (b) place any signs and other advertising and display material in and about the Lot and about the Common Property; and
- (c) together with persons authorised by it, pass over the Common Property to gain access to and egress from any Lot.
- 32.2 Despite any other By-law any other Owner of a Lot may not erect any sign indicating the sale of a Lot within 12 months of registration of the Scheme.
- 32.3 Any dwelling unit which is used for display purposes is closed to the public on Christmas day, Good Friday, ANZAC Day or outside of the hours of 8am to 6pm on any other day.

33. PAY TELEVISION / BROADBAND / PHONE / FAX / MODEM / RECEIVERS / ANTENNAE

- 33.1 The Committee has the power to allow a person to install cabling and associated items to allow the provision of cable or satellite television/computer/phone/fax/modem services to the Scheme Land and to enter into agreements with the providers of such services as deemed acceptable by the Committee from time to time.
- 33.2 Outside wireless and television aerials or antennae may not be erected without the written consent of the Committee.

34. RIGHT OF ENTRY

- 34.1 An Owner or Occupier shall allow entry into their Lot by the Body Corporate and its authorised parties for all purposes including but not limited to the inspection of the interior of a Lot to test the electrical, gas or water installation or equipment and to trace and repair any leakage or defect in the installation or equipment (at the expense of the Owner in cases where such leakage or defect is due to any act or default of the Owner or their tenants, guests, servants and agents) associated with the Body Corporate, the Building and the By-laws upon

reasonable notice. In the absence of any other special circumstances, twenty-four hours written notice shall be deemed reasonable.

34.2 Despite subsection 1, no notice shall be required in the case of emergency.

34.3 The Body Corporate shall ensure as little disruption is caused to the Owner or Occupier of a Lot as is reasonable in the circumstances when exercising any rights of entry.

35. CARETAKER AND LETTING AGENTS' EQUIPMENT

35.1 Any Caretaker or letting agent appointed by the Body Corporate shall be entitled to install, maintain and replace any equipment on the Common Property reasonably required for the operation of any services allowed under any agreements with the Body Corporate including PABX, pool cleaning, vending machines and cleaning equipment.

36. HARD SURFACE FLOORING AND NOISE TRANSMISSION

36.1 The Owner or Occupier of a Lot shall not install within their Lot including any balcony area (if applicable) any floor treatment that is a hard surface eg timber or tile, without the consent of the Body Corporate. In granting its consent the Body Corporate may require compliance with and requirements of the Brisbane City Council or otherwise to meet good building practice, including complying with any Australian Standards.

36.2 Where the floor treatment of an area of a Lot, including a balcony area, is a hard surface the Occupier shall take reasonable steps to minimise the noise furniture and other like objects make when moved on that surface, particularly noise transmission through to adjacent Lots. The use of floor rugs and felt pads on furniture legs are examples of measures which should be taken to reduce such noise transmission.

36.3 Where an Owner or Occupier fails to comply with the terms of this By-law then the Owner or Occupier will at their expense remove any hard surface floor treatment upon receiving written notice from the Body Corporate.

37. STORAGE AREAS

37.1 An Owner or Occupier of a Lot shall not install any storage device on any part of their Lot or Exclusive Use Area without the consent of the Body Corporate.

37.2 In determining whether to grant its consent the Body Corporate may only consent to the installation of a storage device where:

- (a) the storage device complies with and has obtained all approvals required to be lawful; and
- (b) does not impede quiet use and enjoyment of another Owner or Occupiers Lot or Exclusive Use Area.

38. RESTRICTED ACCESS AREAS

38.1 Any areas of the Common Property used for:

- (a) electrical substations, switchrooms, or control panels;
- (b) fire service control panels;
- (c) telephone exchanges; and
- (d) other services to the Lots, Common Property and Exclusive Use Areas (or any of them)

may be kept locked by the Committee (or its appointed representative) unless otherwise required by law. Persons may not enter or open such locked areas without the prior consent of the Committee.

38.2 The Committee may use appropriate areas of the Common Property to store plant and equipment used for the performance of the Body Corporate's duties in respect of the Common Property. Any such areas may be locked and access is prohibited without the prior consent of the Committee.

39. FIRE CONTROL

- 39.1 An Owner or Occupier of a Lot must not use or interfere with any fire safety equipment except in case of an emergency, and must not obstruct any fire stairs or fire escape.
- 39.2 The Body Corporate or an Owner or Occupier of a Lot must, in respect of the Scheme or the Lot, as appropriate:
- (a) consult with any relevant authority as to an appropriate fire alarm or fire sprinkler system for the Scheme or the Lot;
 - (b) ensure the provision of all adequate equipment to fight fire or the spread of fire in or from the Scheme or the Lot to the satisfaction of the relevant authorities; and
 - (c) take all reasonable steps to ensure compliance with fire laws in respect of the Scheme or the Lot.

40. BODY CORPORATE AGREEMENTS

- 40.1 Subject to the Act the Body Corporate may enter into agreements with any other party on such terms as it may decide in its sole discretion including:
- (a) an agreement for the caretaking of the Common Property and letting of the Lots from the Scheme Land;
 - (b) an agreement for the management of the Body Corporate including appointing a body corporate manager including carrying out tasks involving the duties of the secretary and treasurer;
 - (c) an agreement with the Original Owner concerning the further development of the Scheme Land and the recording of any new community management statement;
 - (d) an agreement with any party concerning the utility infrastructure and its supply and maintenance;
 - (e) an agreement with any energy supplier;
 - (f) an agreement with any cable television, satellite television, broadband, computer, fax, modem, PABX or phone service provider; and
 - (g) an agreement to grant any licence or special rights or occupation authority to any party concerning use and occupation of any part of the Common Property not previously granted exclusive use to any other Lot Owner.

41. EXCLUSIVE USE (attached plan)

- 41.1 The Occupier of each Lot set out in Schedule E is entitled to the exclusive use and enjoyment for the nominated purpose of that part of the Common Property allocated to the Lot in Schedule E and identified on the sketch marked "B" attached to schedule E.
- 41.2 The Occupier of a Lot which has the benefit of an Exclusive Use Area must keep that area clean, tidy and in good repair.
- 41.3 The Body Corporate, its authorised parties and any Caretaker may enter upon such Exclusive Use Areas to carry out any inspection or works concerning the Building or the utility infrastructure.

42. EXCLUSIVE USE (allocation)

- 42.1 This exclusive use By-Law authorises the Original Owner or its agent to allocate parts of the Common Property for carparking, private yard and storage purposes.
- 42.2 The Occupier of each Lot to which this By-law attaches shall have exclusive use and enjoyment of that part of the Common Property allocated.
- 42.3 The Original Owner or its agent shall give the details of the allocation to the Body Corporate.
- 42.4 The Body Corporate shall ensure the details of the allocation shall be recorded in a new community management statement.
- 42.5 The Body Corporate, its authorised parties and any caretaker may enter upon such exclusive use areas to carry out any inspection or works concerning the Building or the utility infrastructure.

43. BRISBANE CITY COUNCIL CONDITIONS

- 43.1 Despite any other By-Law, the Body Corporate shall comply with the conditions of any development approval concerning the Scheme, including, but not limited to, ensuring;
- (a) Visitors car parking bays are used by bona fide visitors, are clearly labelled as "visitor parking" and remain unimpeded by landscaping, water tanks, storage (temporary or otherwise), gates or any other fitting, fixture or structure to provide 24 hour unrestricted access for bona fide visitors.
 - (b) Provision on site for a minimum of car parking spaces as prescribed in the Development Approval.
 - (c) the installation of waste/recycling bins by Brisbane City Council's Waste Services and for the subsequent collection of waste including recycling from the Scheme.
 - (d) An appropriate area for the storage and collection of refuse, including recyclables, in a position which is accessible to service vehicles on the Scheme.
 - (e) The car parking within the Scheme must be maintained exclusively for the ancillary use of the Lot Owners or Occupiers and their bona fide invitees or visitors. The parking must not be made available to the general public and there must not be signage erected on or in the vicinity of the Scheme advertising the availability of car parking to the general public.
- 43.2 The Lot owners and the Body Corporate acknowledge:
- (a) the Body Corporate will own and maintain any private internal fire main and fire hydrant(s) servicing the Scheme and be responsible for the water charges payable to the local water authority in respect of the private main and hydrant(s) and the on-going maintenance thereof in accordance with the terms of the Development Approval;
 - (b) the Body Corporate will be subject to an environmental covenant (Covenant A) with the Brisbane City Council in accordance with section 97A of the Land Title Act as required under the Development Approval regarding the Body Corporate's responsibilities, liabilities, measures, remedies and intents to ensure the management of the identified vegetation and ecological features on Covenant A with respect to :
 - (i) Maintenance of vegetation and ecological features including (if applicable):
 - (1) retention of vegetation and tree hollows;
 - (2) maintenance of nesting boxes;
 - (3) ongoing weed control;
 - (4) rehabilitation in accordance with an approved rehabilitation plan for the Scheme.
 - (ii) Maintenance of fauna movement fences where identified within any approved rehabilitation plan under the Development Approval;
 - (iii) Exclusion from the covenant area of all buildings and structures (including swimming pools, tennis courts, retaining walls), open space, all associated facilities, landscaping, on-site stormwater infrastructure, on-site wastewater treatment, all areas of disturbance (including excavation and filling), on-site parking, access and manoeuvring areas other than a perimeter fence for the Scheme, unless otherwise specified in the Development Approval or subsequent approvals from Council.
 - (c) The Body Corporate will maintain at the Body Corporate's cost the certified Water Quality Maintenance Plan and the stormwater treatment strategy as required under the terms of the Development Approval. A copy of the Water Quality Maintenance is attached and marked "D".
- 43.3 The Lot owners and the Body Corporate acknowledge:
- (a) the Scheme Land is to be developed in Stages as follows:
 - (i) Stage 1 with 24 units;
 - (ii) Stage 2 with a further 17 units;

- (iii) Stage 3 with a further 13 units; and
 - (iv) Stage 4 with a further 24 units;
 - or any other Staging arrangements in accordance with the Development Approval.
- (b) the construction of Stages 2-4 of the Scheme or any one of them may occur following the occupation of the lots in Stage 1.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

The location of service easements are shown in the attached services location diagram attached and marked “C”.

The Lots affected or proposed to be affected by statutory easements are shown in the following table:

Type of Statutory Easement	Lots Affected
Telstra	Lots 1-4, 45-48, 63-78 on SP 311546, Lots 9-28,49-52 on SP 321887, Lots 5-6, 37-44, 60-62 on SP 311547, Lots 7-8, 29-36, 53-59 & Common Property on SP 321886.
Electricity	Lots 1-4, 45-48, 63-78 on SP 311546, Lots 9-28,49-52 on SP 321887, Lots 5-6, 37-44, 60-62 on SP 311547, Lots 7-8, 29-36, 53-59 & Common Property on SP 321886.
Sewer	Lots 1-4, 45-48, 63-78 on SP 311546, Lots 9-28,49-52 on SP 321887, Lots 5-6, 37-44, 60-62 on SP 311547, Lots 7-8, 29-36, 53-59 & Common Property on SP 321886.
Water	Lots 1-4, 45-48, 63-78 on SP 311546, Lots 9-28,49-52 on SP 321887, Lots 5-6, 37-44, 60-62 on SP 311547, Lots 7-8, 29-36, 53-59 & Common Property on SP 321886.
Storm Water	Lots 1-4, 45-48, 63-78 on SP 311546, Lots 9-28,49-52 on SP 321887, Lots 5-6, 37-44, 60-62 on SP 311547, Lots 7-8, 29-36, 53-59 & Common Property on SP 321886.
Support and Shelter	Lots 1-4, 45-48, 63-78 on SP 311546, Lots 9-28,49-52 on SP 321887, Lots 5-6, 37-44, 60-62 on SP 311547, Lots 7-8, 29-36, 53-59 & Common Property on SP 321886.

SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Lot on Plan	Exclusive Use Area	Purpose
Lot 1 on SP 311546	Area 1A and 1B on sketch marked B2	Courtyard
Lot 2 on SP 311546	Area 2A and 2B on sketch marked B2	Courtyard
Lot 3 on SP 311546	Area 3A and 3B on sketch marked B2	Courtyard
Lot 4 on SP 311546	Area 4A and 4B on sketch marked B2	Courtyard
Lot 5 on SP 311547	Area 5A and 5B on sketch marked B16	Courtyard

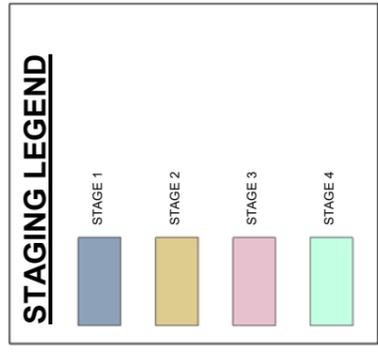
Lot 6 on SP 311547	Area 6A and 6B on sketch marked B16	Courtyard
Lot 7 on SP 321886	Area 7A and 7B on sketch marked B21	Courtyard
Lot 8 on SP 321886	Area 8A and 8B on sketch marked B21	Courtyard
Lot 9 on SP 321887	Area 9A and 9B on sketch marked B9	Courtyard
Lot 10 on SP 321887	Area 10A and 10B on sketch marked B9	Courtyard
Lot 11 on SP 321887	Area 11A and 11B on sketch marked B9	Courtyard
Lot 12 on SP 321887	Area 12A and 12B on sketch marked B9	Courtyard
Lot 13 on SP 321887	Area 13A and 13B on sketch marked B10	Courtyard
Lot 14 on SP 321887	Area 14A and 14B on sketch marked B10	Courtyard
Lot 15 on SP 321887	Area 15A and 15B on sketch marked B10	Courtyard
Lot 16 on SP 321887	Area 16A and 16B on sketch marked B10	Courtyard
Lot 17 on SP 321887	Area 17A and 17B on sketch marked B11	Courtyard
Lot 18 on SP 321887	Area 18A and 18B on sketch marked B11	Courtyard
Lot 19 on SP 321887	Area 19A and 19B on sketch marked B11	Courtyard
Lot 20 on SP 321887	Area 20A and 20B on sketch marked B11	Courtyard
Lot 21 on SP 321887	Area 21A and 21B on sketch marked B12	Courtyard
Lot 22 on SP 321887	Area 22A and 22B on sketch marked B12	Courtyard
Lot 23 on SP 321887	Area 23A and 23B on sketch marked B12	Courtyard
Lot 24 on SP 321887	Area 24A and 24B on sketch marked B12	Courtyard
Lot 25 on SP 321887	Area 25A and 25B on sketch marked B13	Courtyard
Lot 26 on SP 321887	Area 26A and 26B on sketch marked B13	Courtyard
Lot 27 on SP 321887	Area 27A and 27B on sketch marked B13	Courtyard
Lot 28 on SP 321887	Area 28A and 28B on sketch marked B13	Courtyard
Lot 29 on SP 321886	Area 29A and 29B on sketch marked B22	Courtyard
Lot 30 on SP 321886	Area 30A and 30B on sketch marked B22	Courtyard
Lot 31 on SP 321886	Area 31A and 31B on sketch marked B22	Courtyard
Lot 32 on SP 321886	Area 32A and 32B on sketch marked B22	Courtyard
Lot 33 on SP 321886	Area 33A and 33B on sketch marked B23	Courtyard
Lot 34 on SP 321886	Area 34A and 34B on sketch marked B23	Courtyard
Lot 35 on SP 321886	Area 35A and 35B on sketch marked B23	Courtyard

Lot 36 on SP 321886	Area 36A and 36B on sketch marked B23	Courtyard
Lot 37 on SP 311547	Area 37A and 37B on sketch marked B17	Courtyard
Lot 38 on SP 311547	Area 38A and 38B on sketch marked B17	Courtyard
Lot 39 on SP 311547	Area 39A and 39B on sketch marked B17	Courtyard
Lot 40 on SP 311547	Area 40A and 40B on sketch marked B17	Courtyard
Lot 41 on SP 311547	Area 41A and 41B on sketch marked B18	Courtyard
Lot 42 on SP 311547	Area 42A and 42B on sketch marked B18	Courtyard
Lot 43 on SP 311547	Area 43A and 43B on sketch marked B18	Courtyard
Lot 44 on SP 311547	Area 44A and 44B on sketch marked B18	Courtyard
Lot 45 on SP 311546	Area 45A and 45B on sketch marked B3	Courtyard
Lot 46 on SP 311546	Area 46A and 46B on sketch marked B3	Courtyard
Lot 47 on SP 311546	Area 47A and 47B on sketch marked B3	Courtyard
Lot 48 on SP 311546	Area 48A and 48B on sketch marked B3	Courtyard
Lot 49 on SP 321887	Area 49A, 49B & 49C on sketch marked B14	Courtyard
Lot 50 on SP 321887	Area 50A and 50B on sketch marked B14	Courtyard
Lot 51 on SP 321887	Area 51A and 51B on sketch marked B14	Courtyard
Lot 52 on SP 321887	Area 52A and 52B on sketch marked B14	Courtyard
Lot 53 on SP 321886	Area 53A and 53B on sketch marked B24	Courtyard
Lot 54 on SP 321886	Area 54A and 54B on sketch marked B24	Courtyard
Lot 55 on SP 321886	Area 55A and 55B on sketch marked B24	Courtyard
Lot 56 on SP 321886	Area 56A and 56B on sketch marked B24	Courtyard
Lot 57 on SP 321886	Area 56A and 56B on sketch marked B25	Courtyard
Lot 58 on SP 321886	Area 57A and 57B on sketch marked B25	Courtyard
Lot 59 on SP 321886	Area 58A and 58B on sketch marked B25	Courtyard
Lot 60 on SP 311547	Area 60A and 60B on sketch marked B19	Courtyard
Lot 61 on SP 311547	Area 61A and 61B on sketch marked B19	Courtyard
Lot 62 on SP 311547	Area 62A and 62B on sketch marked B19	Courtyard
Lot 63 on SP 311546	Area 63A and 63B on sketch marked B4	Courtyard
Lot 64 on SP 311546	Area 64A and 64B on sketch marked B4	Courtyard
Lot 65 on SP 311546	Area 65A and 65B on sketch marked B4	Courtyard

Lot 66 on SP 311546	Area 66A and 66B on sketch marked B5	Courtyard
Lot 67 on SP 311546	Area 67A and 67B on sketch marked B5	Courtyard
Lot 68 on SP 311546	Area 68A and 68B on sketch marked B4	Courtyard
Lot 69 on SP 311546	Area 69A and 69B on sketch marked B5	Courtyard
Lot 70 on SP 311546	Area 70A and 70B on sketch marked B5	Courtyard
Lot 71 on SP 311546	Area 71A and 71B on sketch marked B6	Courtyard
Lot 72 on SP 311546	Area 72A and 72B on sketch marked B6	Courtyard
Lot 73 on SP 311546	Area 73A and 73B on sketch marked B6	Courtyard
Lot 74 on SP 311546	Area 74A and 74B on sketch marked B6	Courtyard
Lot 75 on SP 311546	Area 75A and 75B on sketch marked B7	Courtyard
Lot 76 on SP 311546	Area 76A and 76B on sketch marked B7	Courtyard
Lot 77 on SP 311546	Area 77A and 77B on sketch marked B7	Courtyard
Lot 78 on SP 311546	Area 78A and 78B on sketch marked B7	Courtyard



"A"

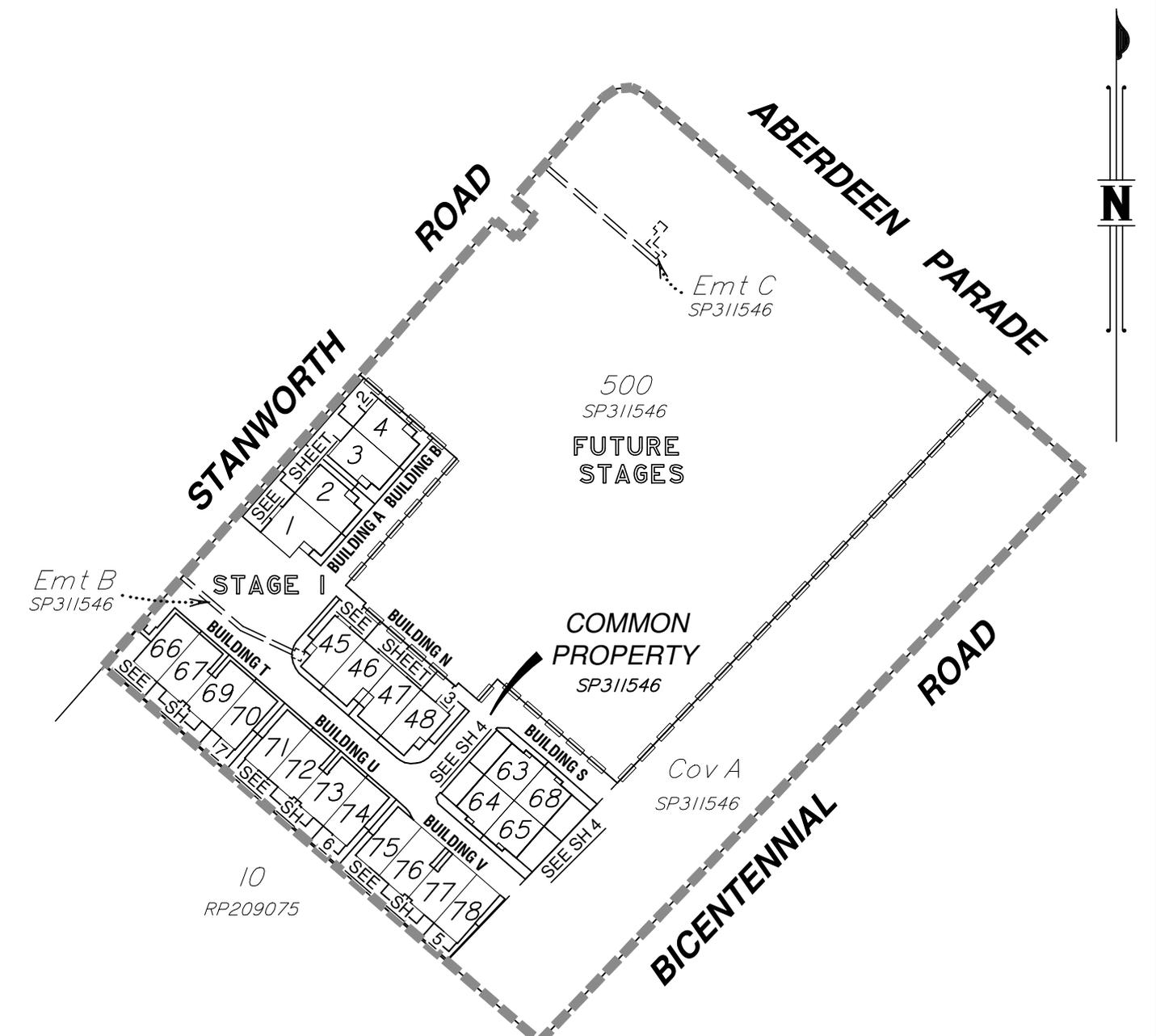


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Project Name		24.01.19	
MULTIPLE DWELLING UNITS		05.02.19	
Location		29.04.19	
97-107 STANWORTH RD, BOONDALL		12.05.20	
Client		12.06.20	
NOVEADECK PTY LTD		18.06.20	
Scale		As indicated	
Drawn by		TB	
Project Number		4920	
Drawing Number		DA-07	
Date		MAY 2020	
Revision		Y	

No.	Description	Date
N	FIRE RESPONSE	27.11.18
O	REVISED FI ISSUE	24.01.19
P	FI ISSUE (30.01.19)	05.02.19
S	CONSULTANT COORDINATION	29.04.19
V	MINOR CHANGE DA	12.05.20
X	AMEND STANWORTH STREET SCAPE, UPDATE UNIT TYPT SCHEDULE, AMEND ROOF TO U3-4 7-8	12.06.20
Y	UNIT 71-74 CHANGED FROM T8 TO T9 DESIGN. INCREASE STREET SETBACK TO UNIT 66. AMEND UNIT'S 9-24	18.06.20



PRELIMINARY



Wolter Consulting Group Pty Ltd (ACN 147 343 084) hereby certify that this plan has been prepared from supplied design drawings provided by Heran Building Group on 13-07-2020.

Final areas are subject to design changes, Council approval, construction, field survey and registration with the Department of Natural Resources, Mines and Energy and may differ from those shown on this plan.

- Stage Boundary
- CTS Boundary

Notes:
Exclusive use areas are defined by structural features unless dimensioned.

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Authorised Delegate _____ Date _____

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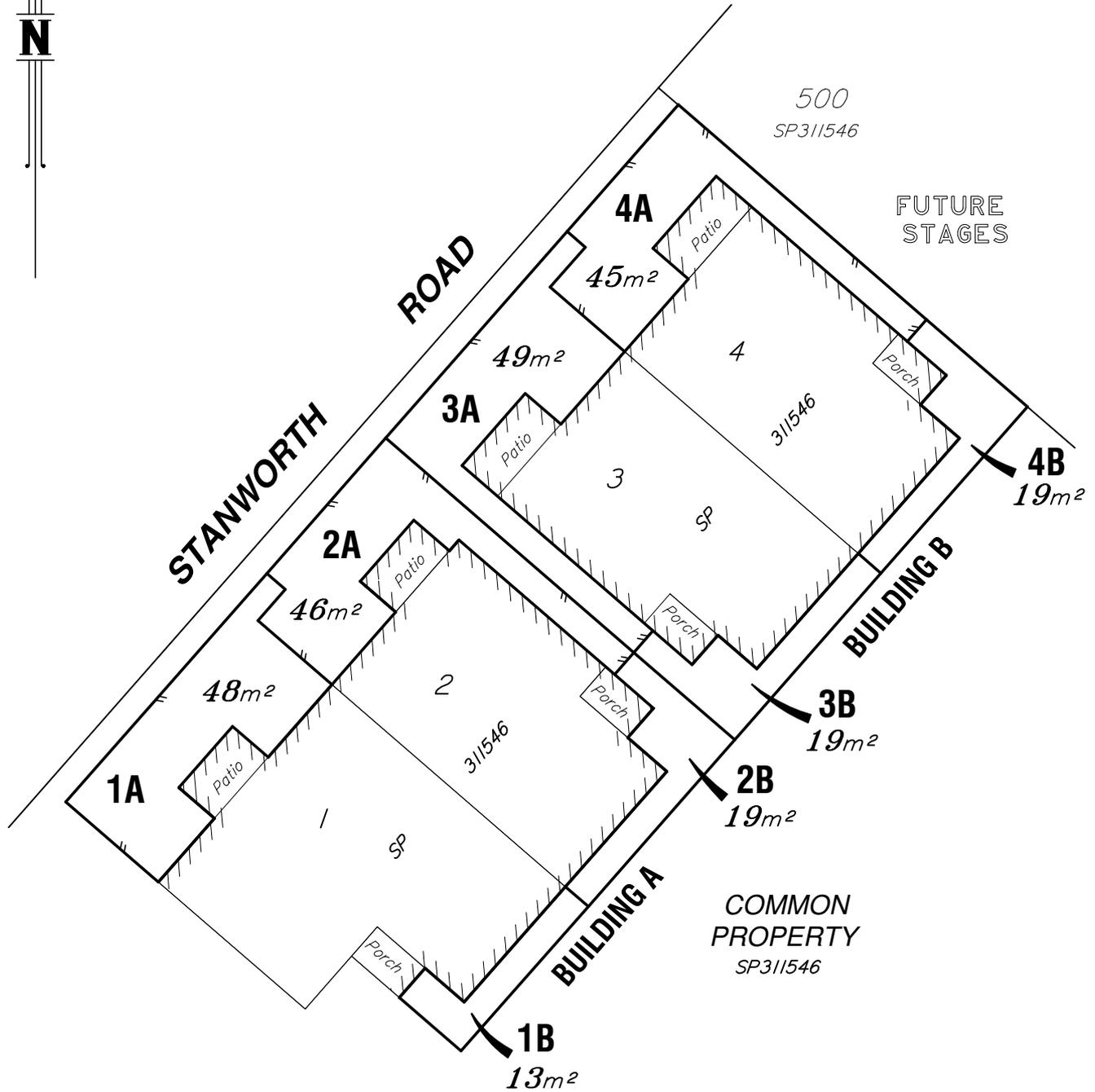
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Sketch of Exclusive Use Areas
in Common Property on SP311546
Level A

_____ CTS

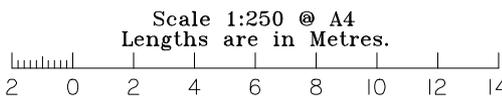
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Surveyor N.Donaldson	Stage 1
Date Drawn 28-07-2020	Sheet 1 of 7
Drawing Number 18-0185S-02	Version D



LEVEL A

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- Denotes edge of concrete
- Denotes line of fence
- Denotes intersection of fence rails

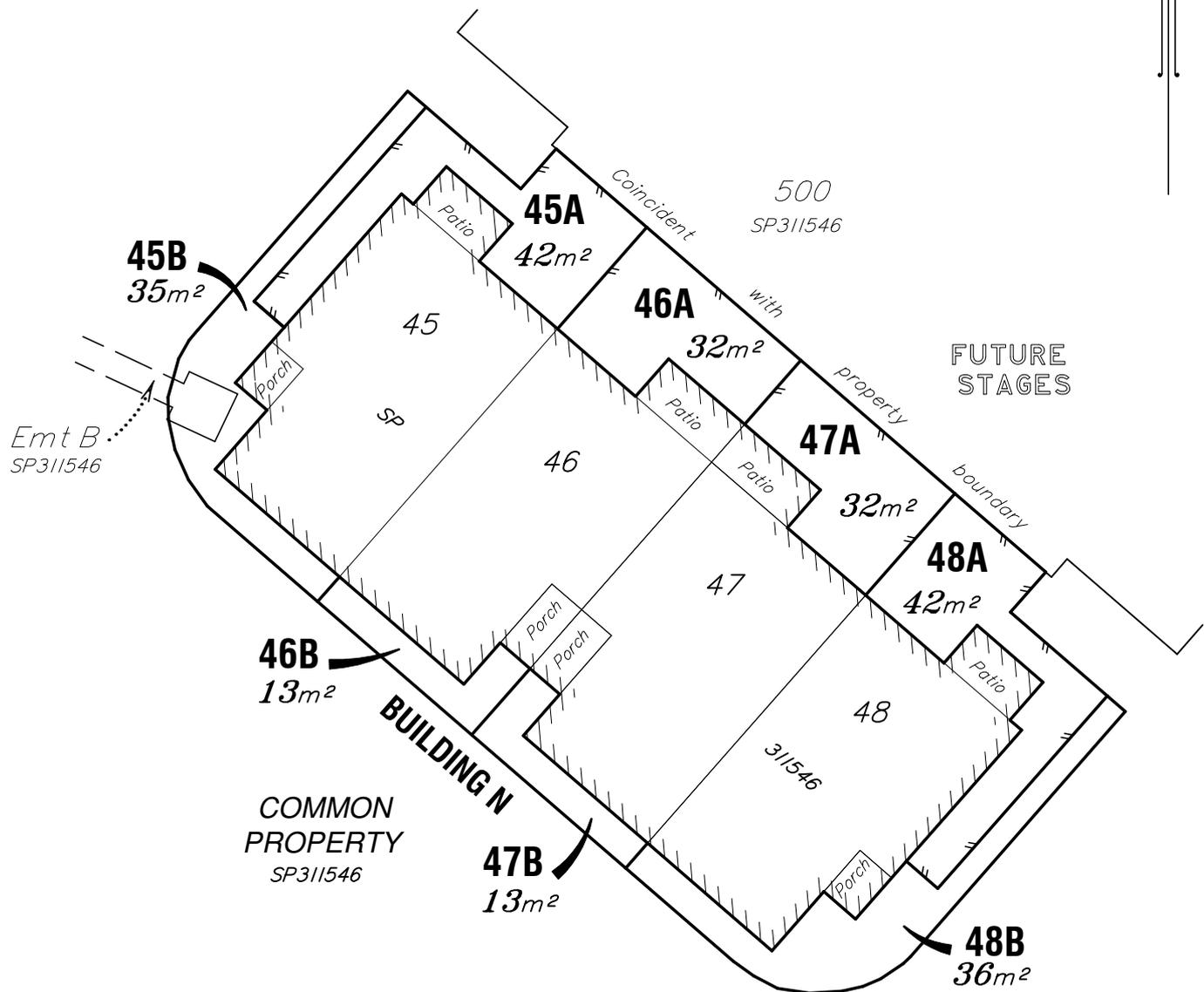


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18-0185S-02

Version
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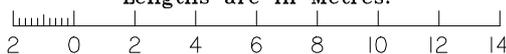
PRELIMINARY



LEVEL A

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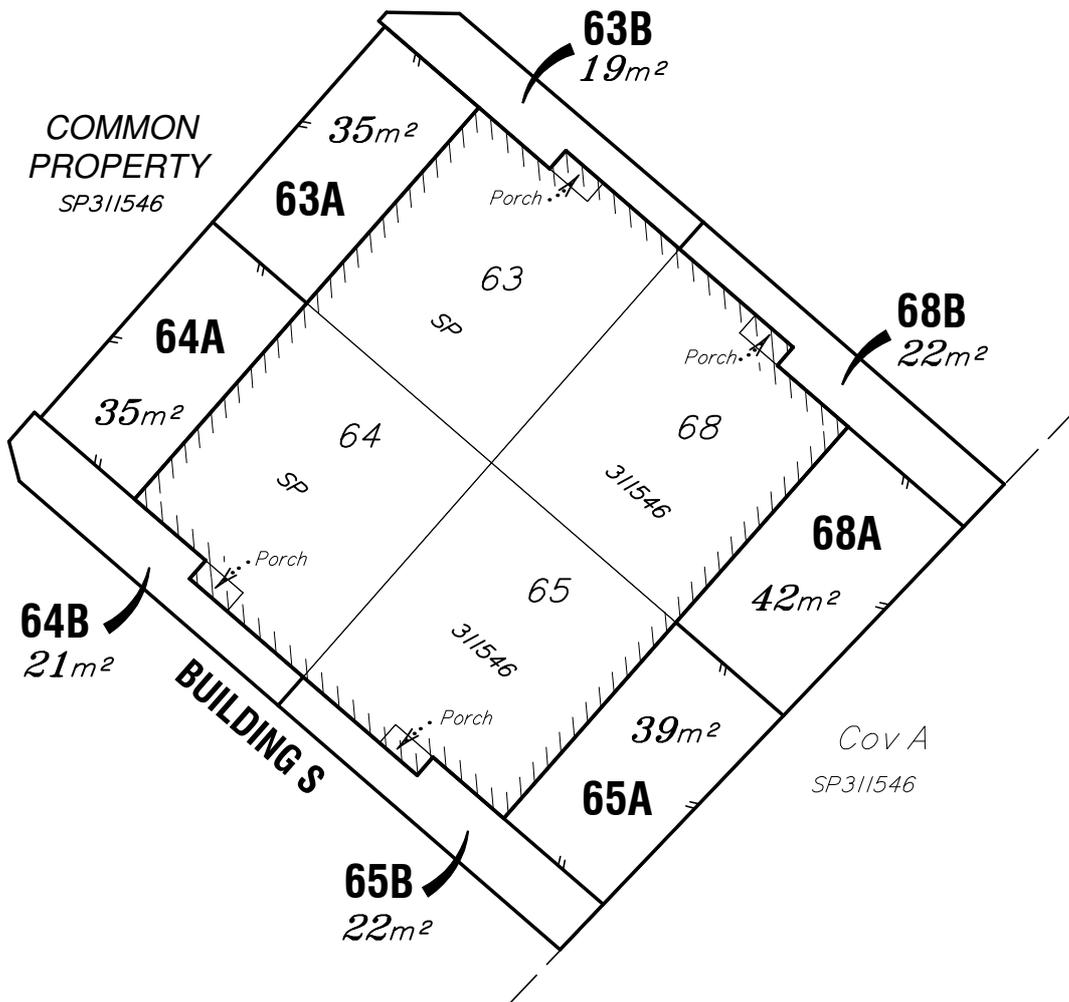
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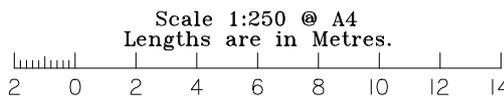
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Version	D

PRELIMINARY



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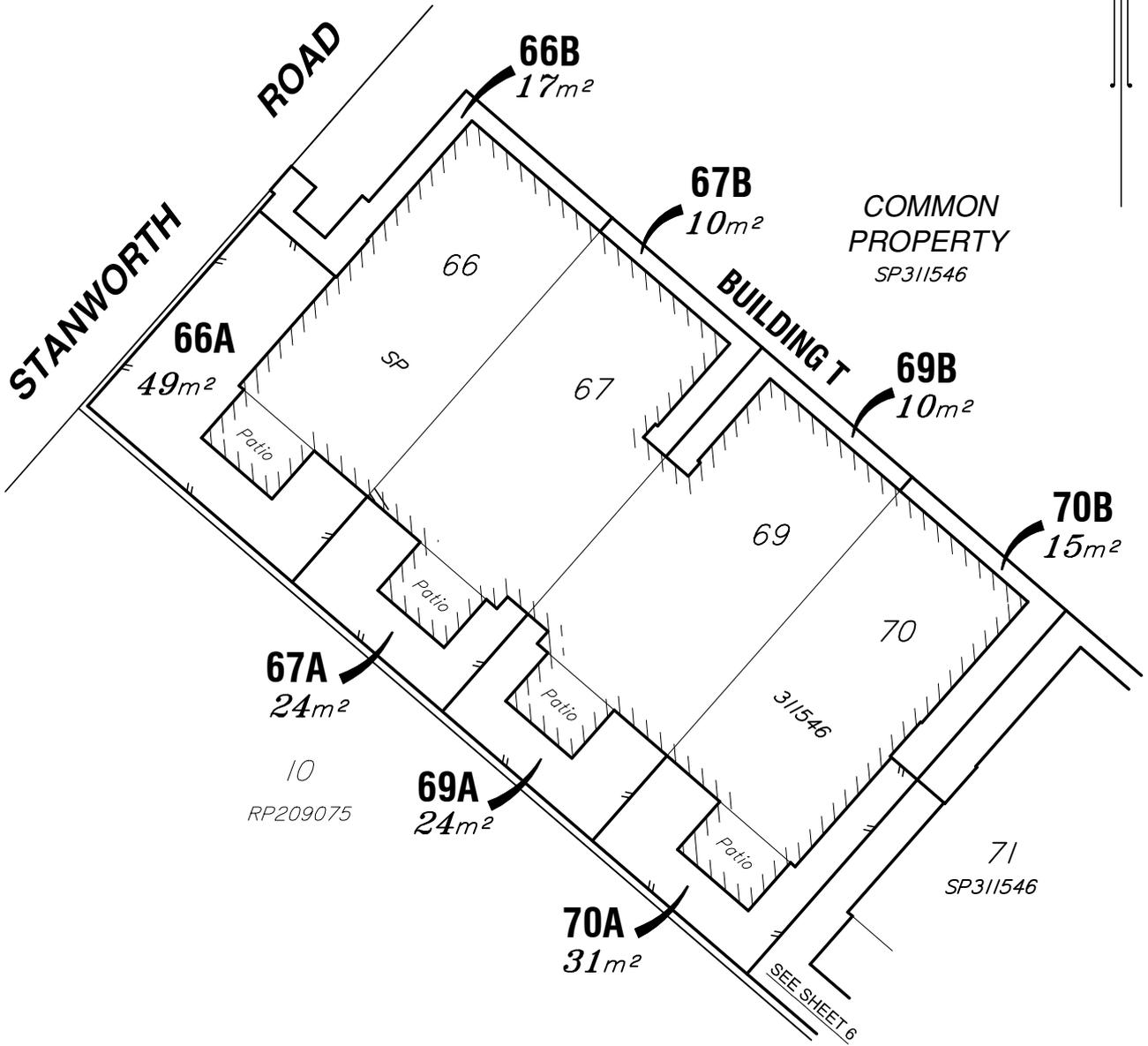
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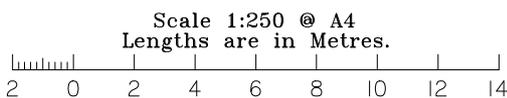
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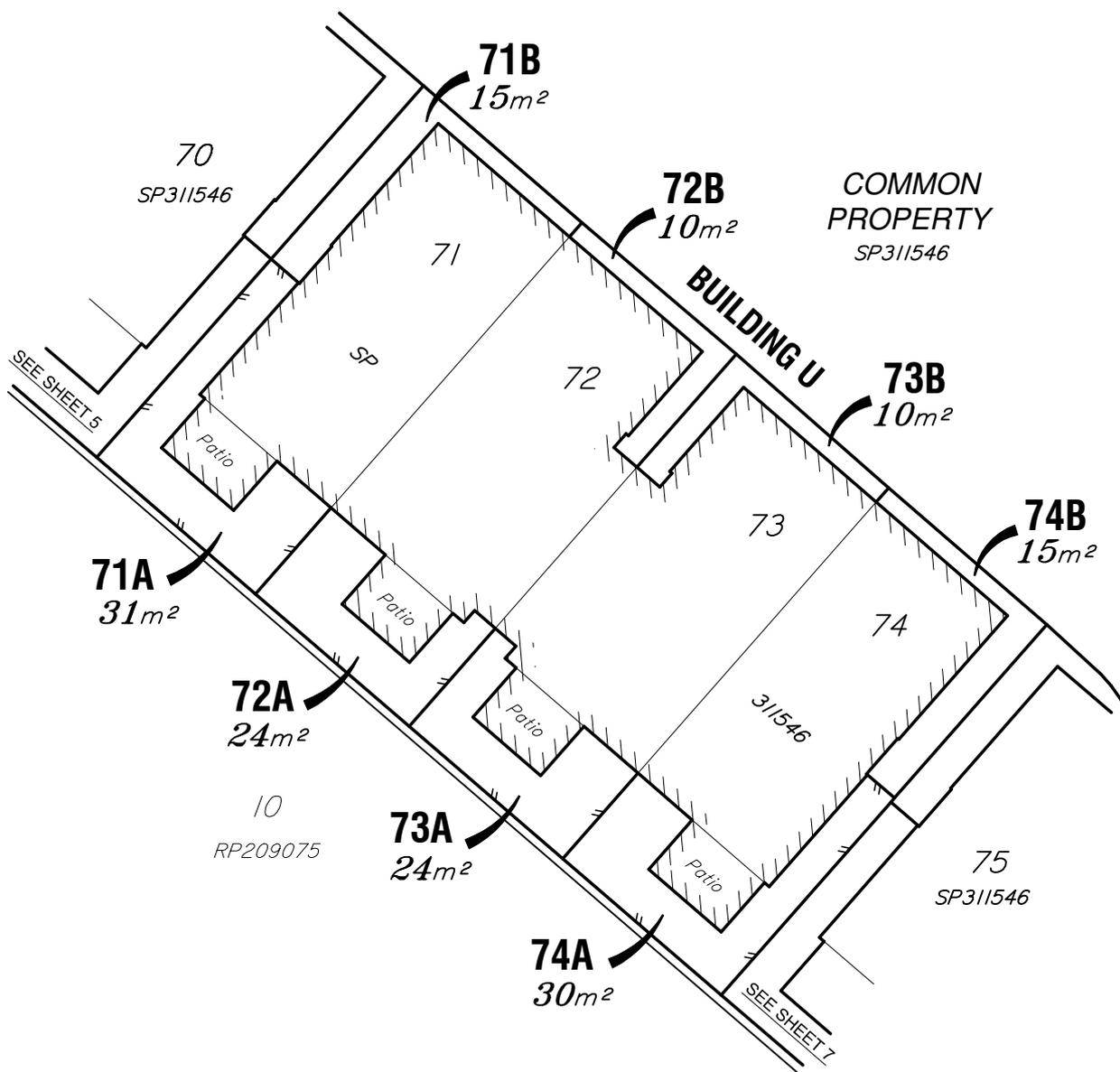
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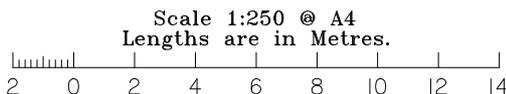
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Version	
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PRELIMINARY



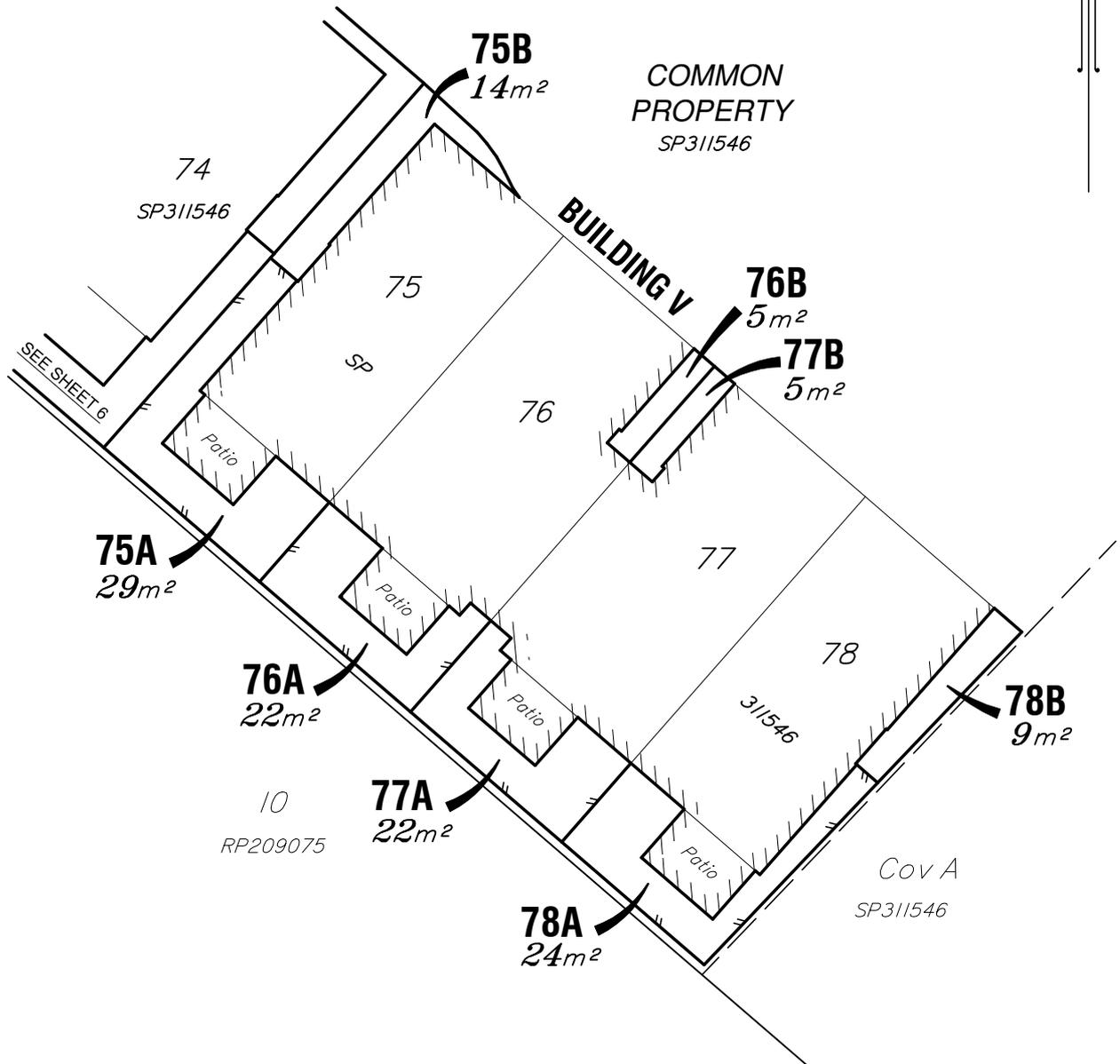
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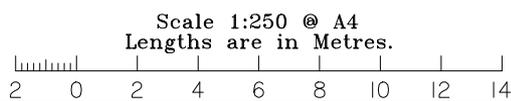
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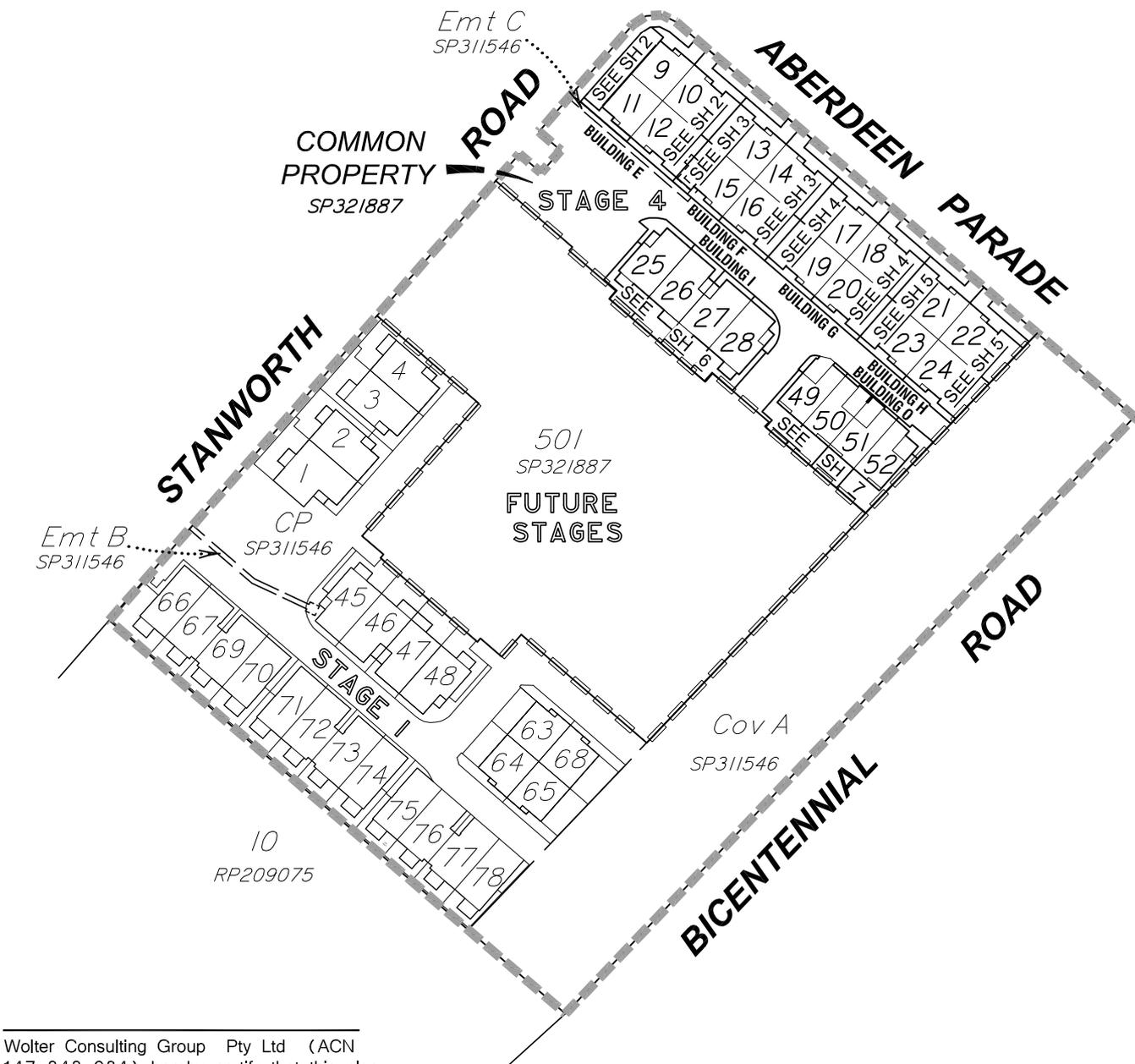
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- IFR Denotes intersection of fence rails



Sheet	No
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Drawing Number	Version
18-0185S-02	D

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- Stage Boundary
- CTS Boundary

Notes:
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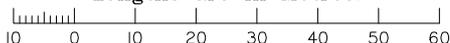
Date



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Planning Urban Design Landscape Environment Surveying

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Lengths are in Metres.



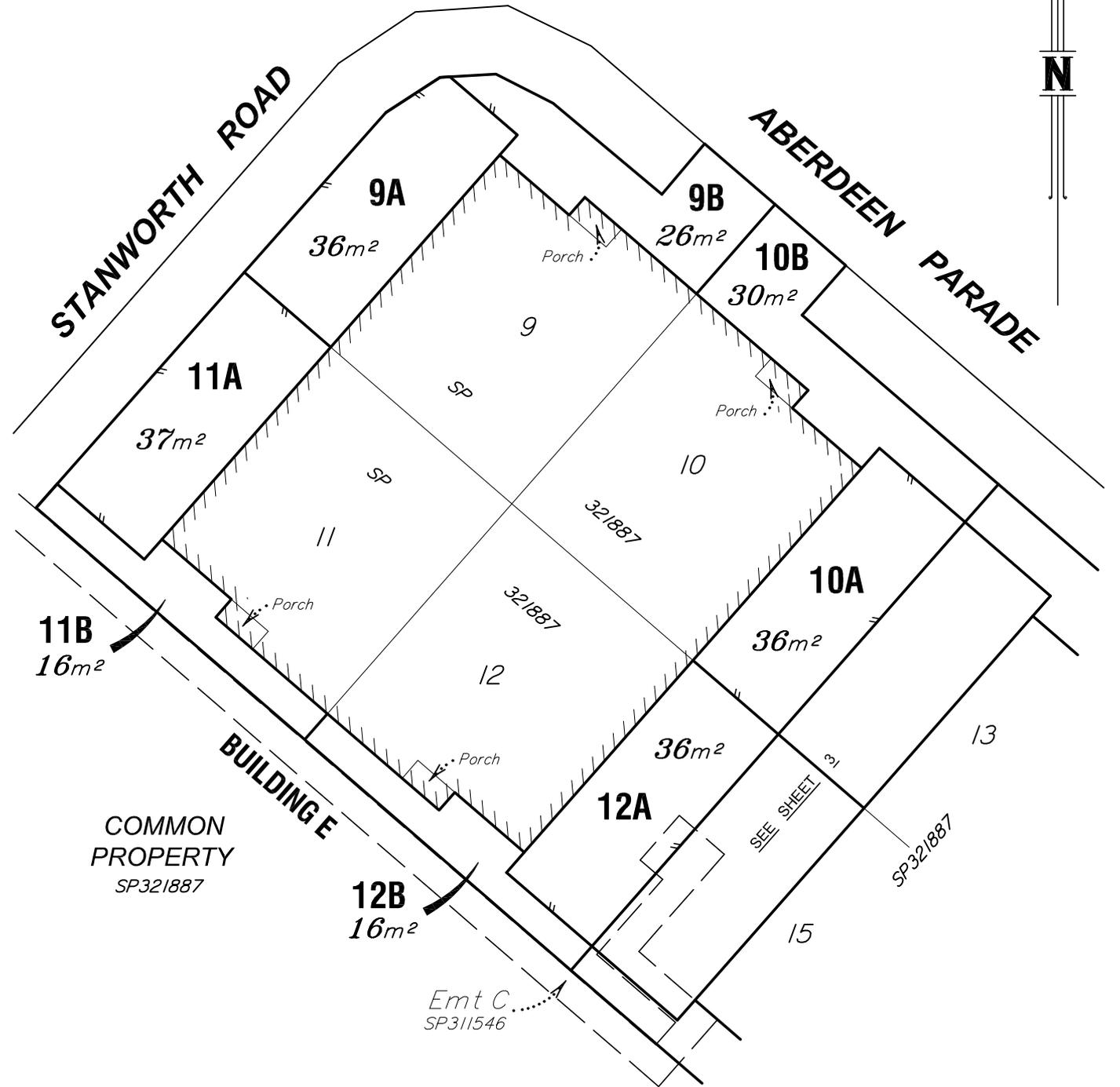
Sketch of Exclusive Use Areas in Common Property on SP321887 Level A

CTS

Title Reference:

Surveyor N. Donaldson	Stage 4
Date Drawn 10-08-2020	Sheet 1 of 7
Drawing Number 18-0185S-04	Version B

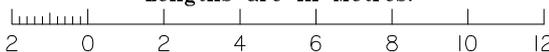
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LEVEL A

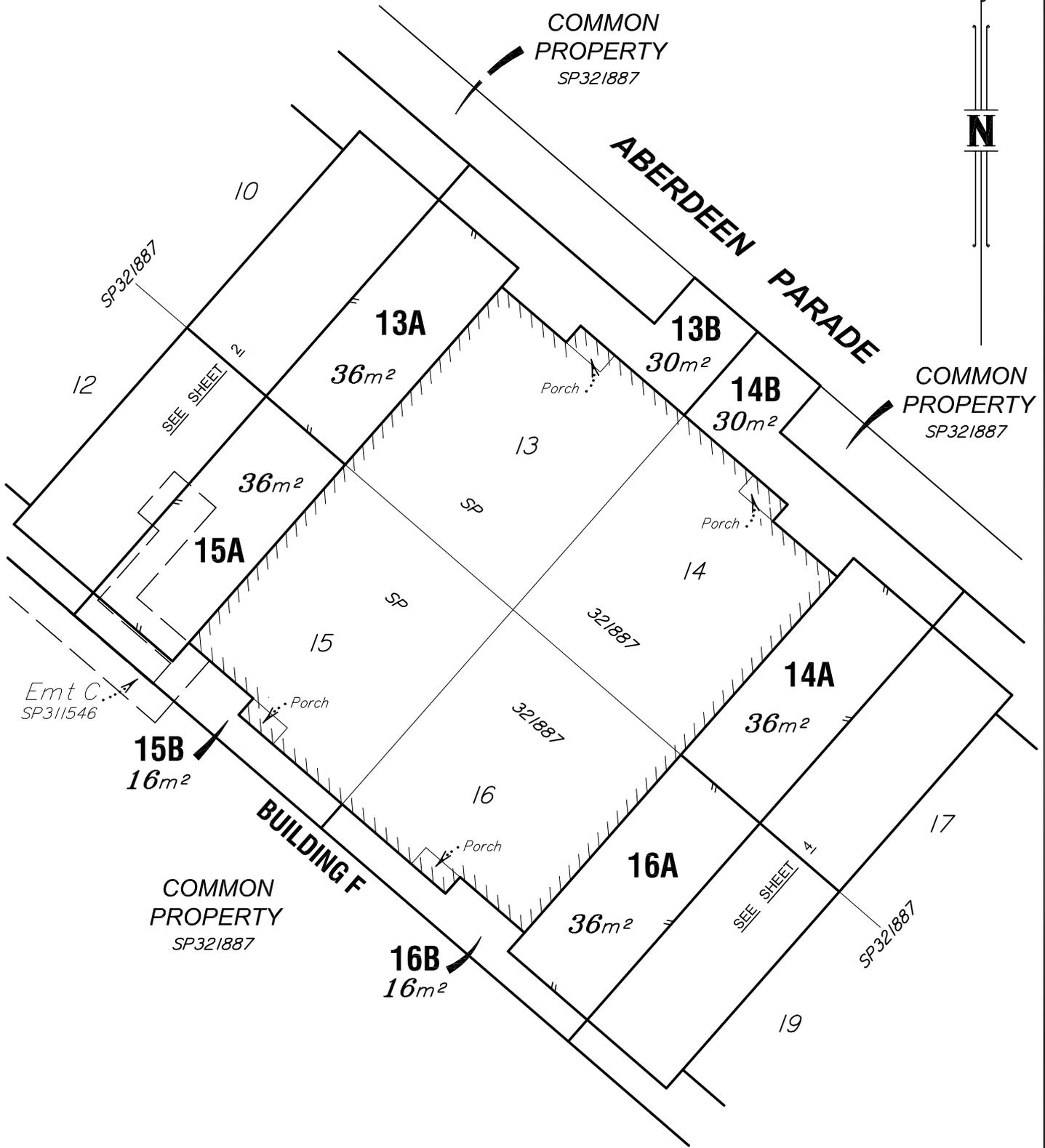
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-  IFR Denotes intersection of fence rails

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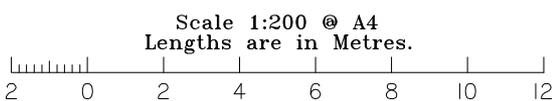
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18-0185S-04	B

PRELIMINARY



LEVEL A

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- Denotes line of fence
- IFR Denotes intersection of fence rails



Sheet	No
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Drawing Number	
18-0185S-04	
Version	
B	

PRELIMINARY



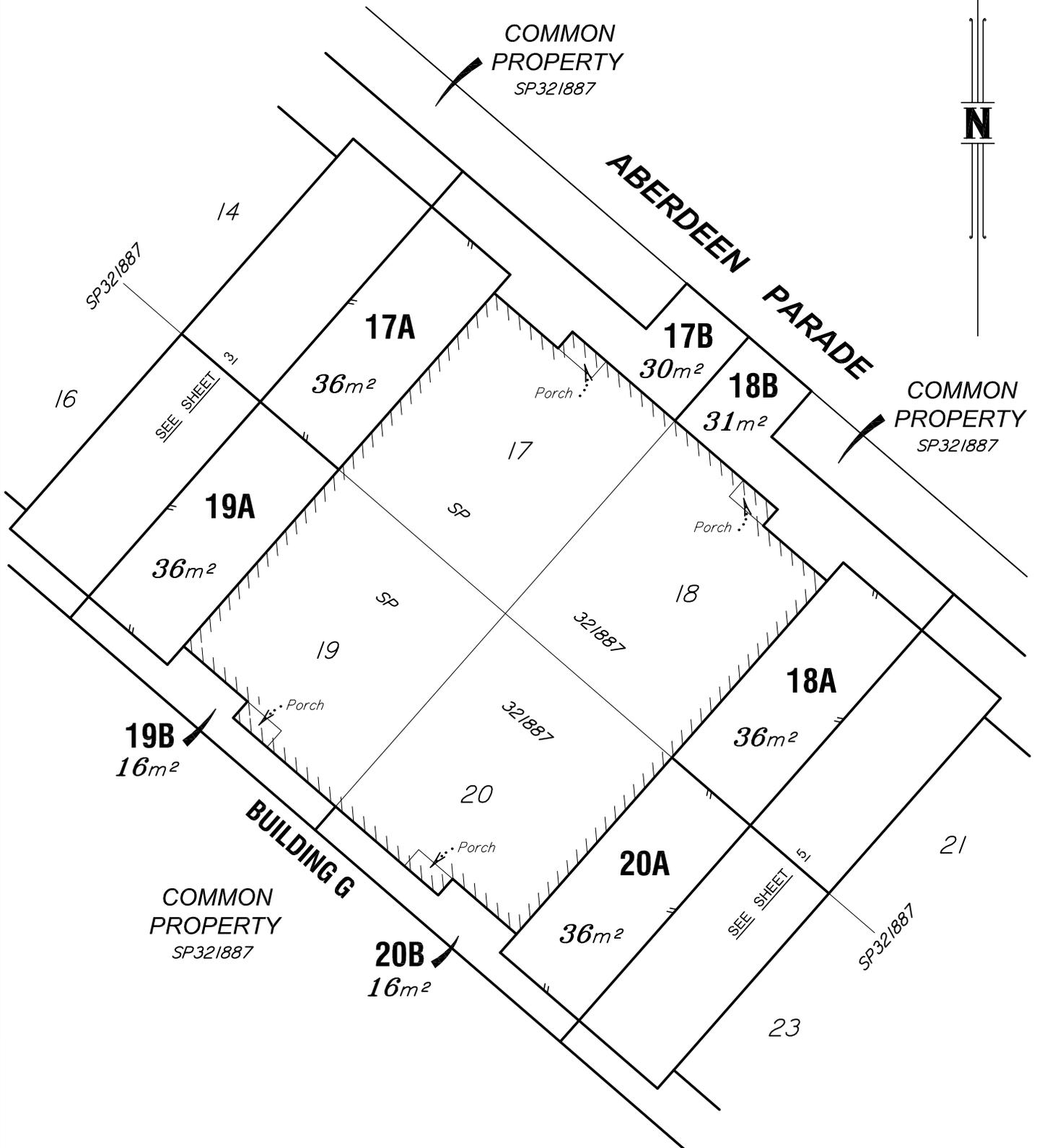
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SP321887

ABERDEEN PARADE

COMMON PROPERTY
SP321887

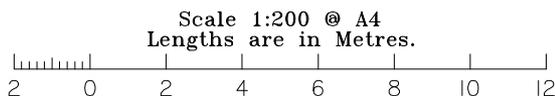
COMMON PROPERTY
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BUILDING G



LEVEL A

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-  Denotes edge of concrete
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Sheet	No
4	7

Drawing Number
18-0185S-04

Version
B

PRELIMINARY



COMMON PROPERTY
SP321887

ABERDEEN PARADE

COMMON PROPERTY
SP321887

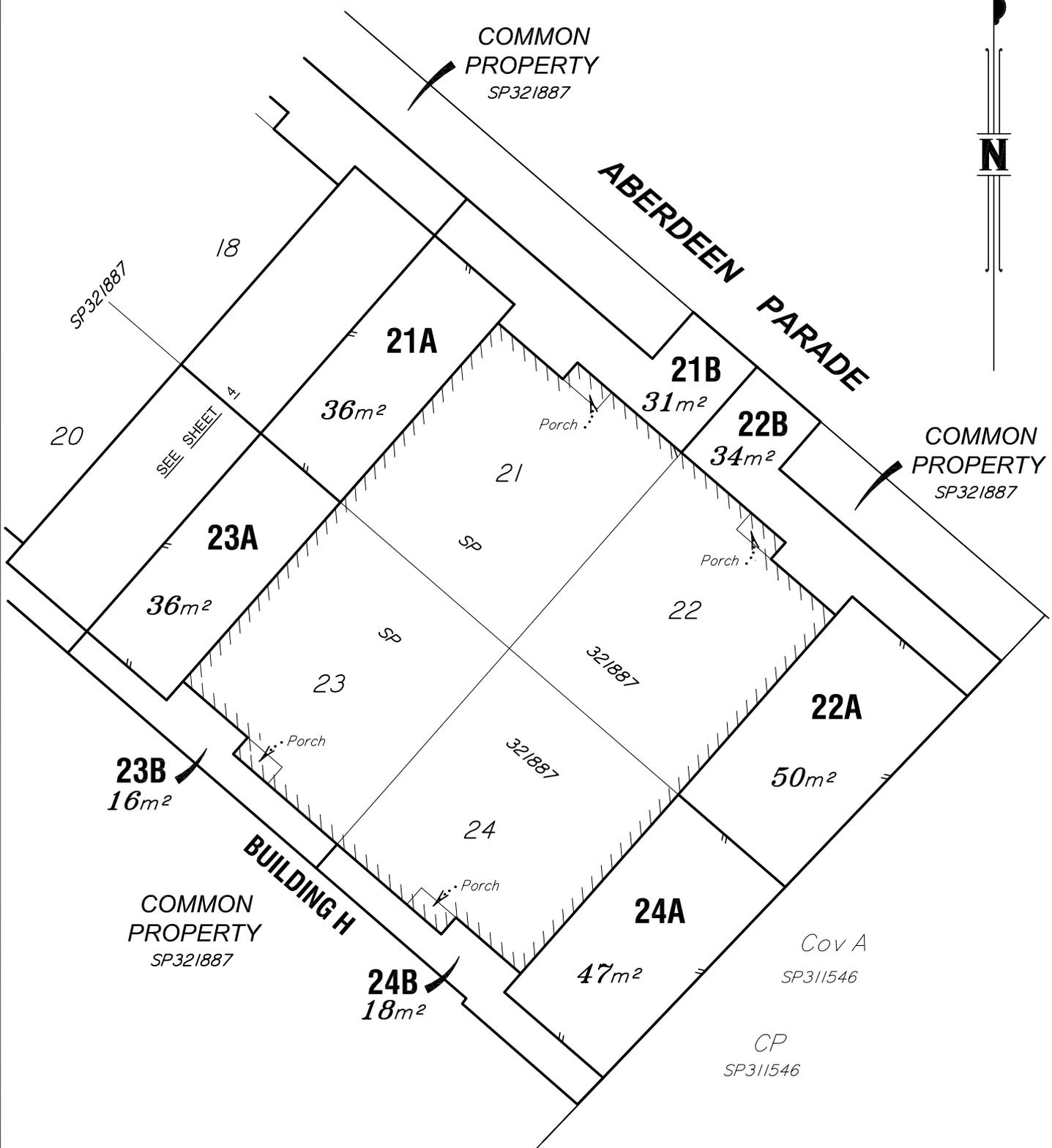
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SP311546

CP
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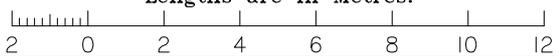
BUILDING H

LEVEL A



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- IFR Denotes intersection of fence rails

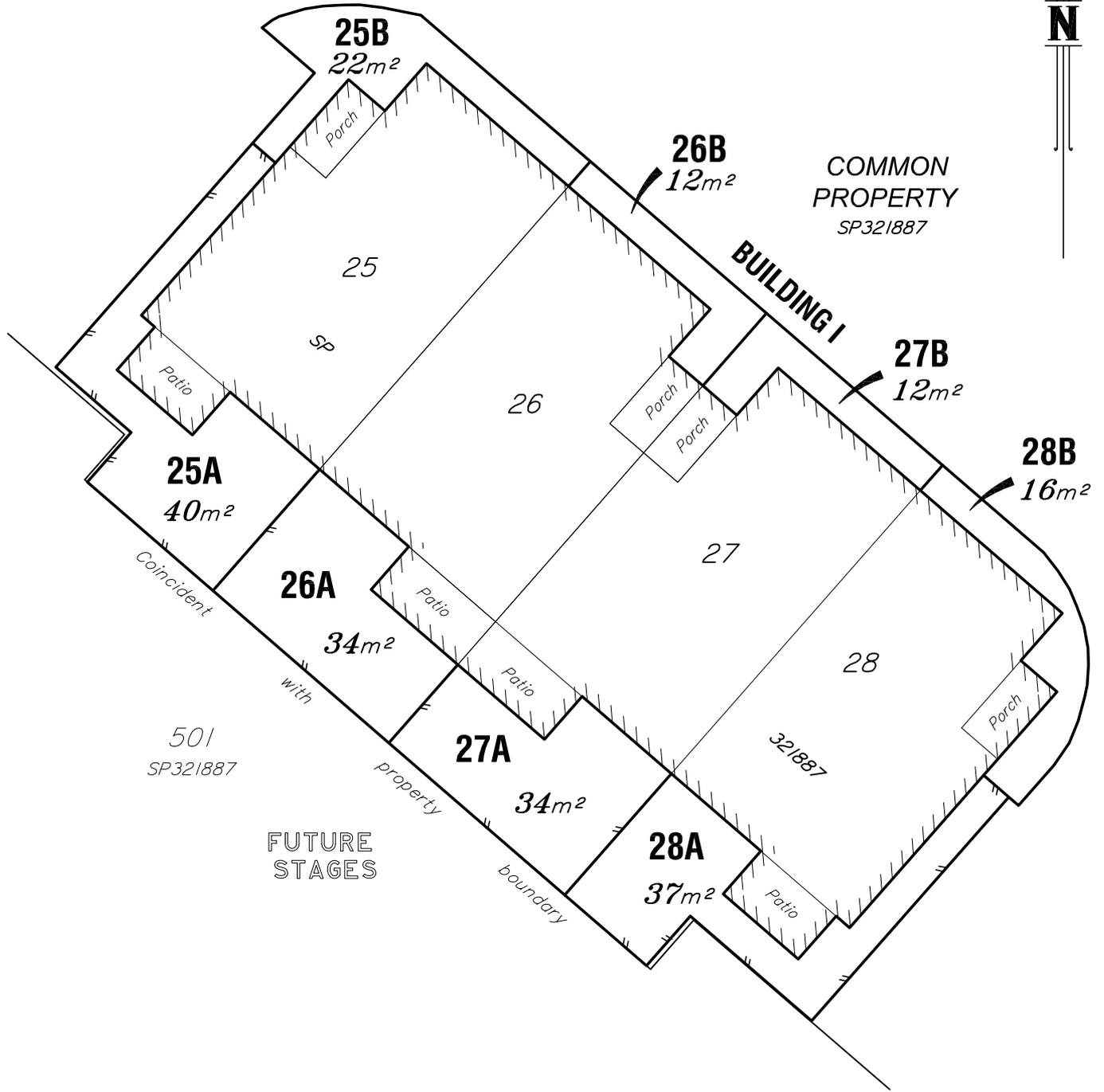
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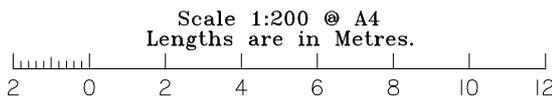
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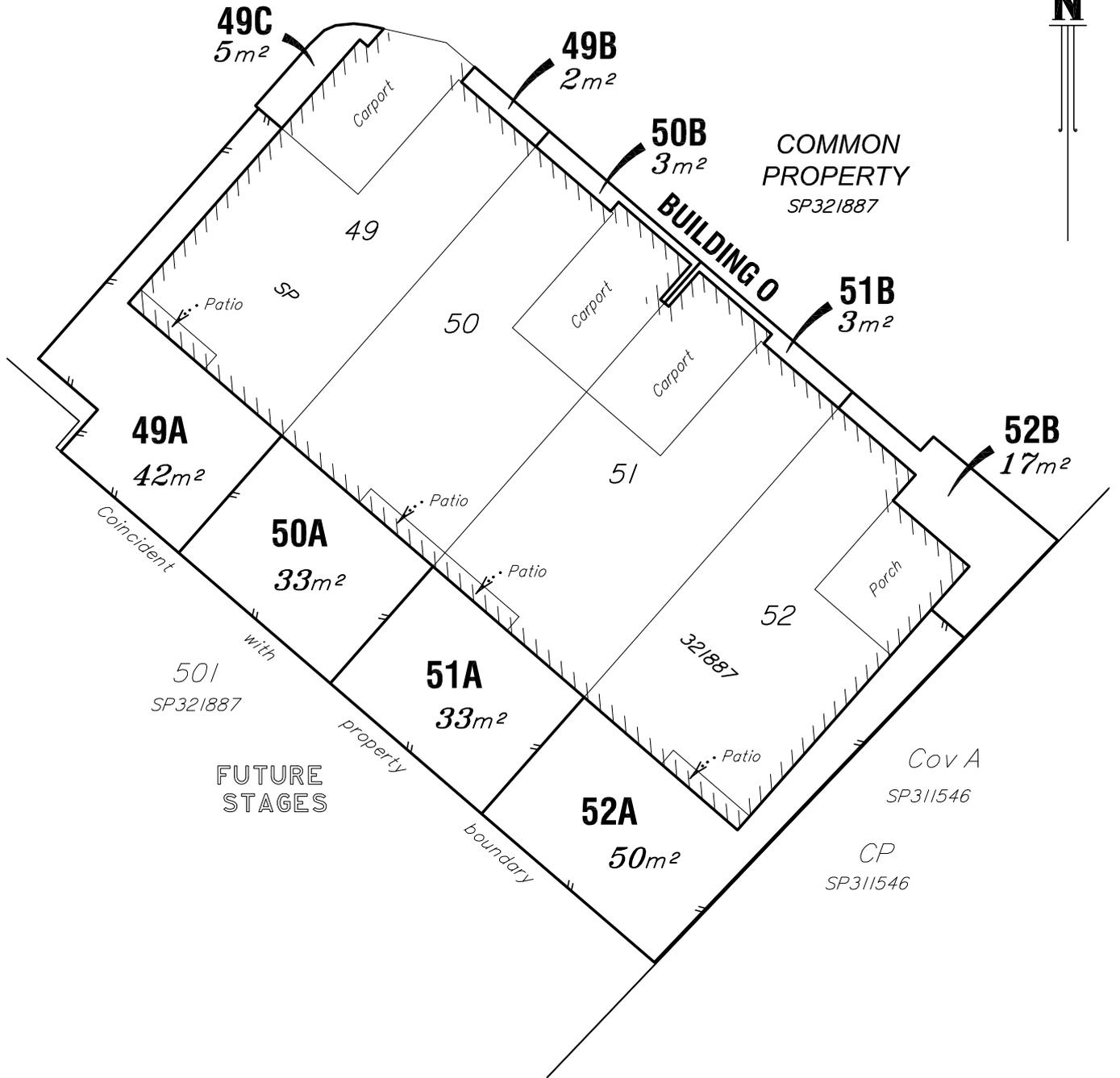
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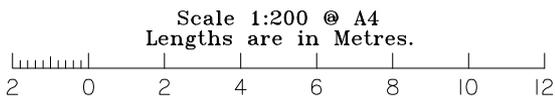
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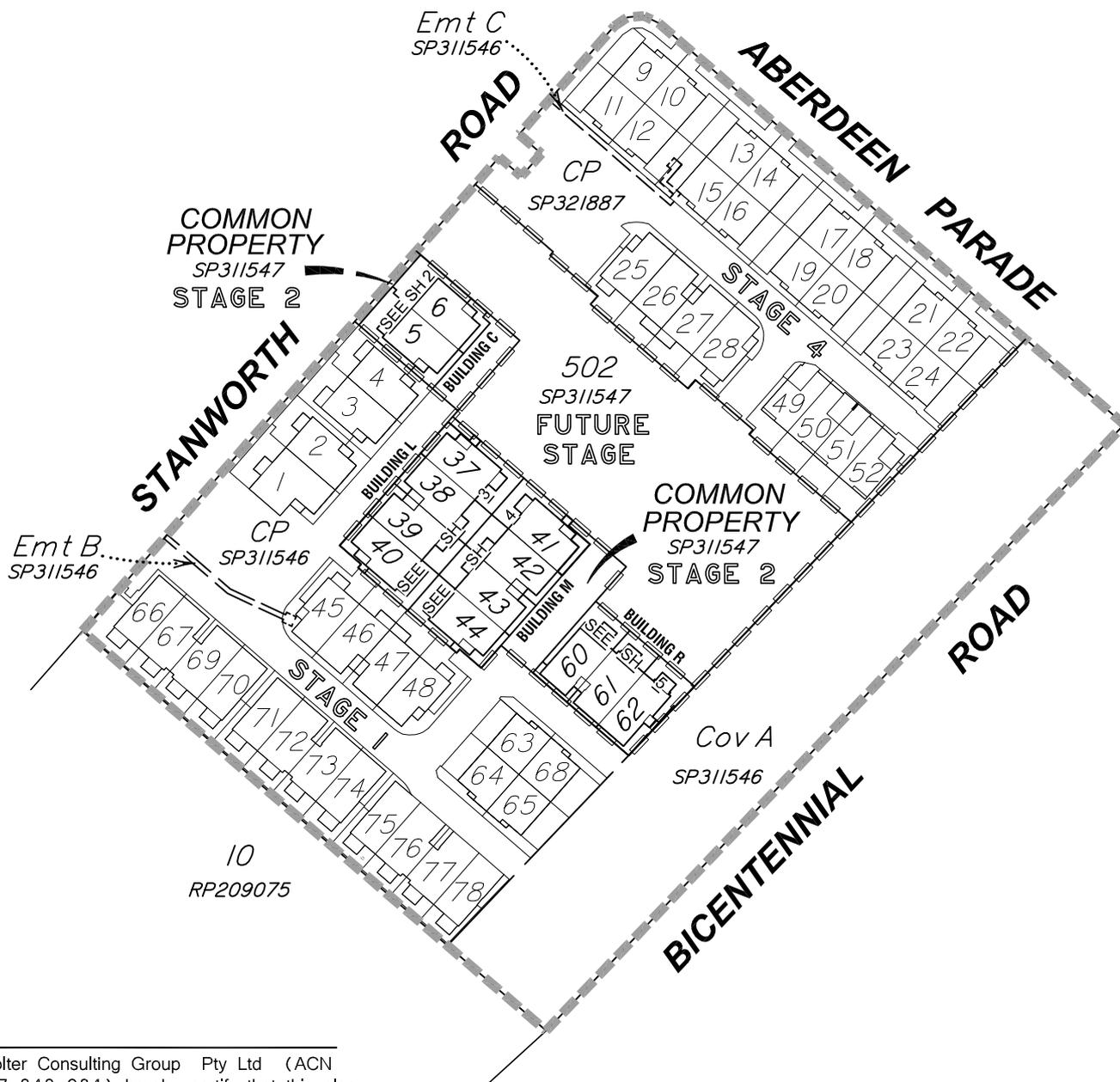
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Sheet	No
7	7
Drawing Number	Version
18-0185S-04	B

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- Stage Boundary
- CTS Boundary

Notes:
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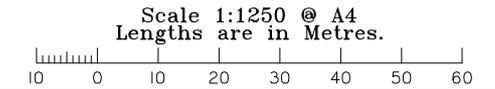
 23-10-2020
Authorised Delegate Date

STAGE 2

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 Environment
 Surveying

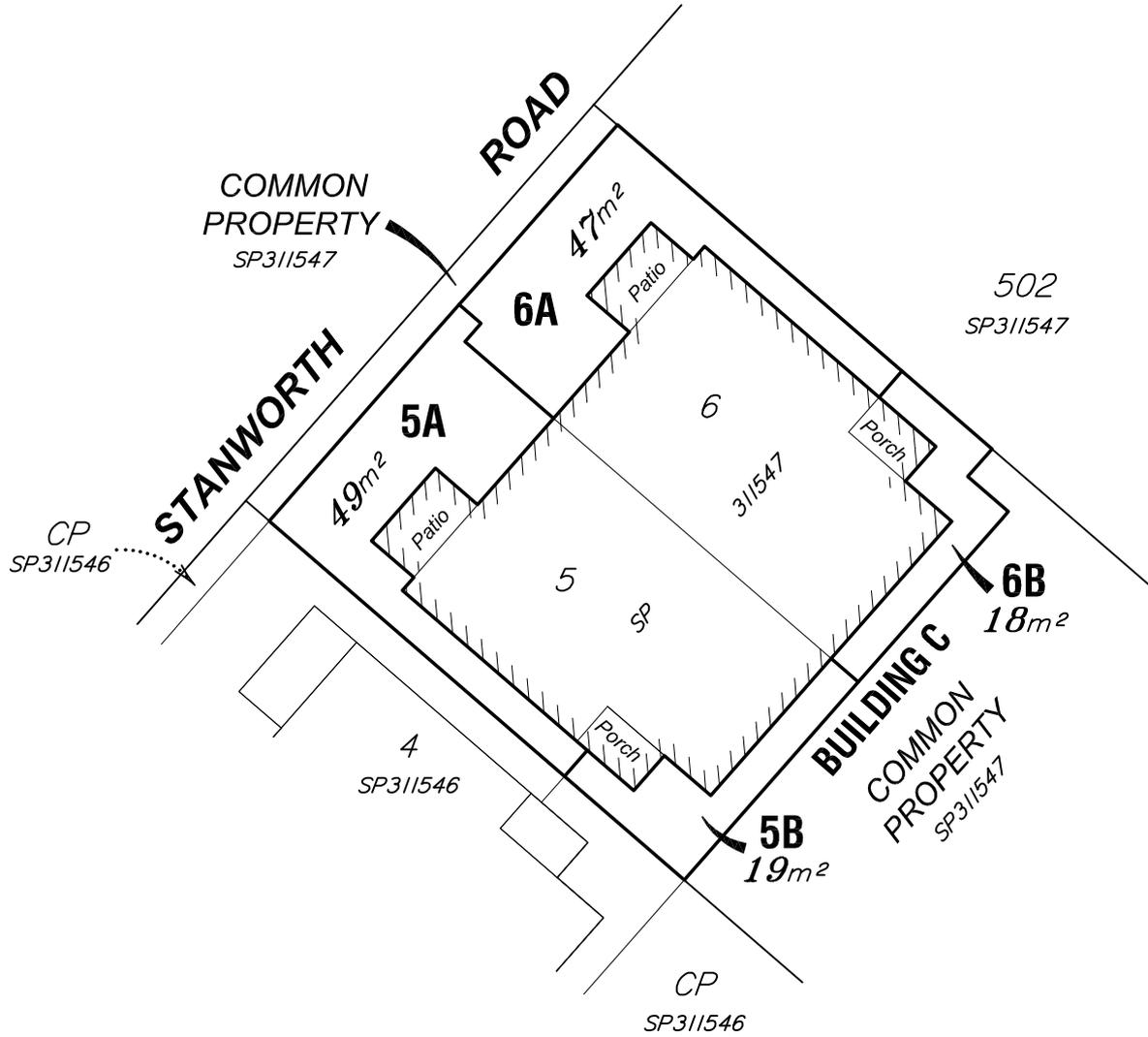


Sketch of Exclusive Use Areas
in Common Property on SP311547
Level A

_____ CTS
Title Reference:

Surveyor N.Donaldson	Stage 2
Date Drawn 23-10-2020	Sheet 1 of 5
Drawing Number 18-0185S-03	Version D

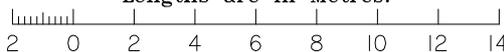
PRELIMINARY



LEVEL A

-  Denotes face of building
-  Denotes edge of concrete
-  Denotes line of fence

Scale 1:250 @ A4
Lengths are in Metres.

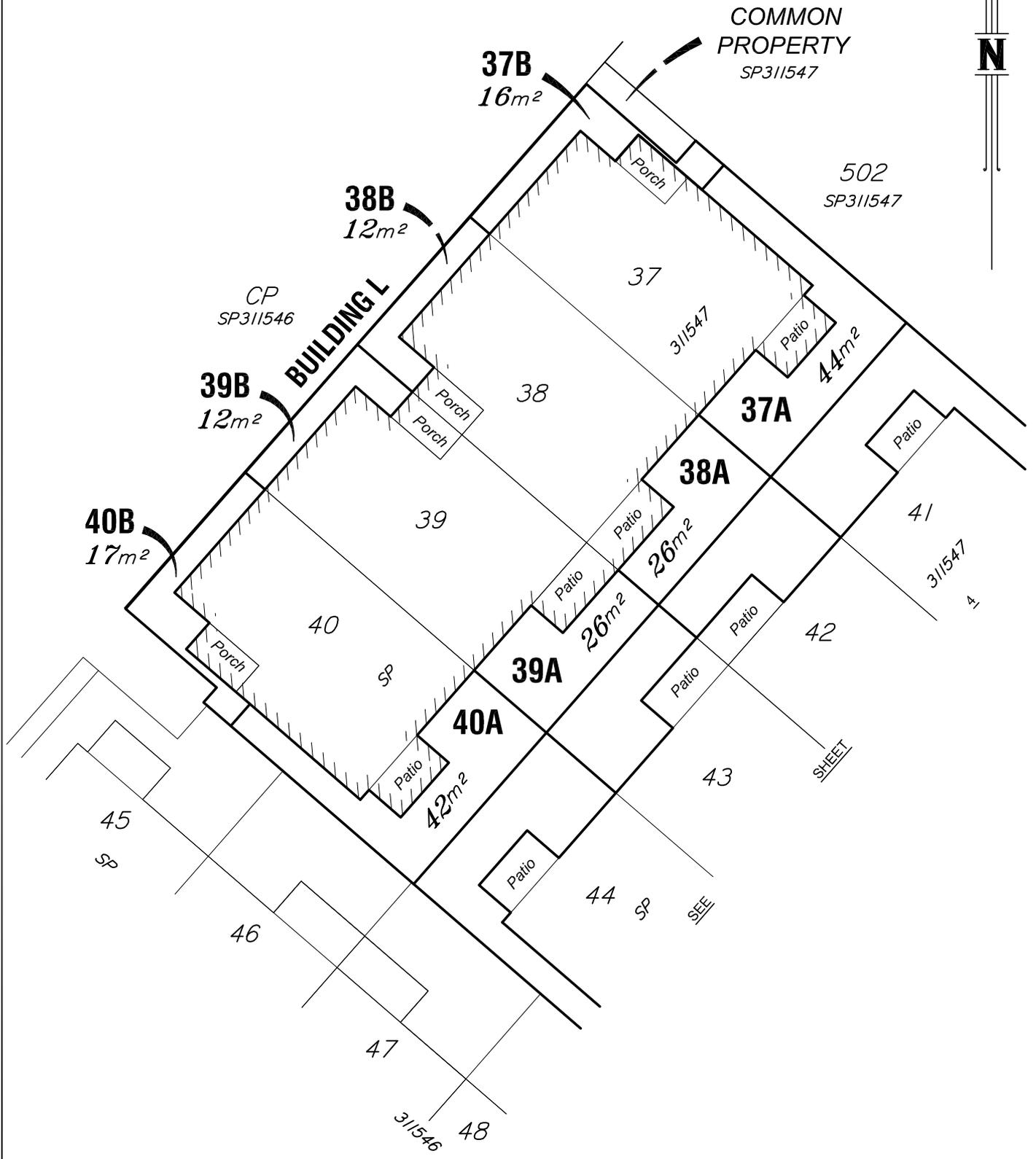


Sheet	No
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Drawing Number
18-0185S-03

Version
D

PRELIMINARY



LEVEL A

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- Denotes edge of concrete
- Denotes line of fence

Scale 1:250 @ A4
Lengths are in Metres.



SHEET

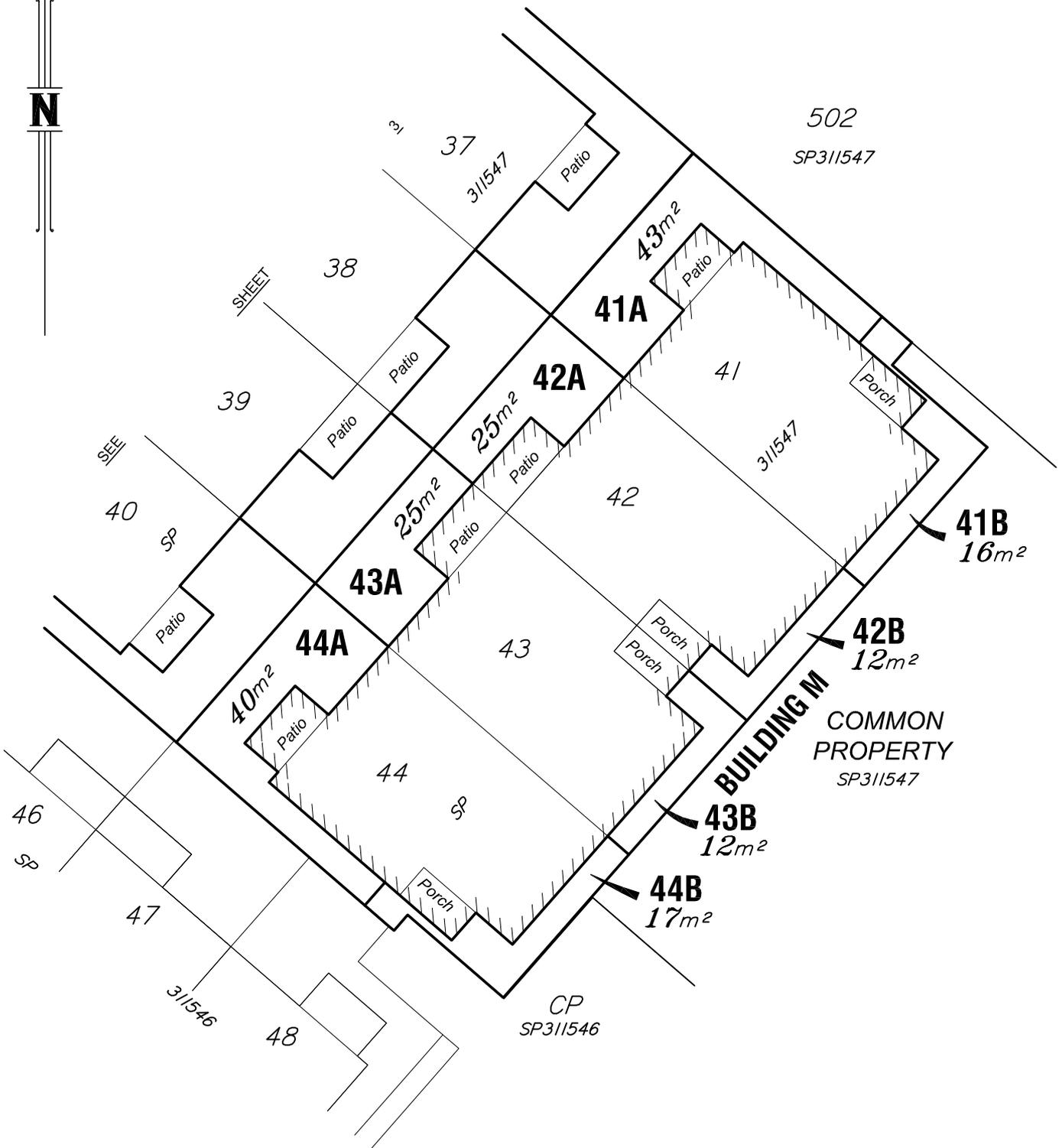
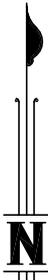
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Drawing Number
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Version
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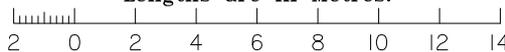
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LEVEL A

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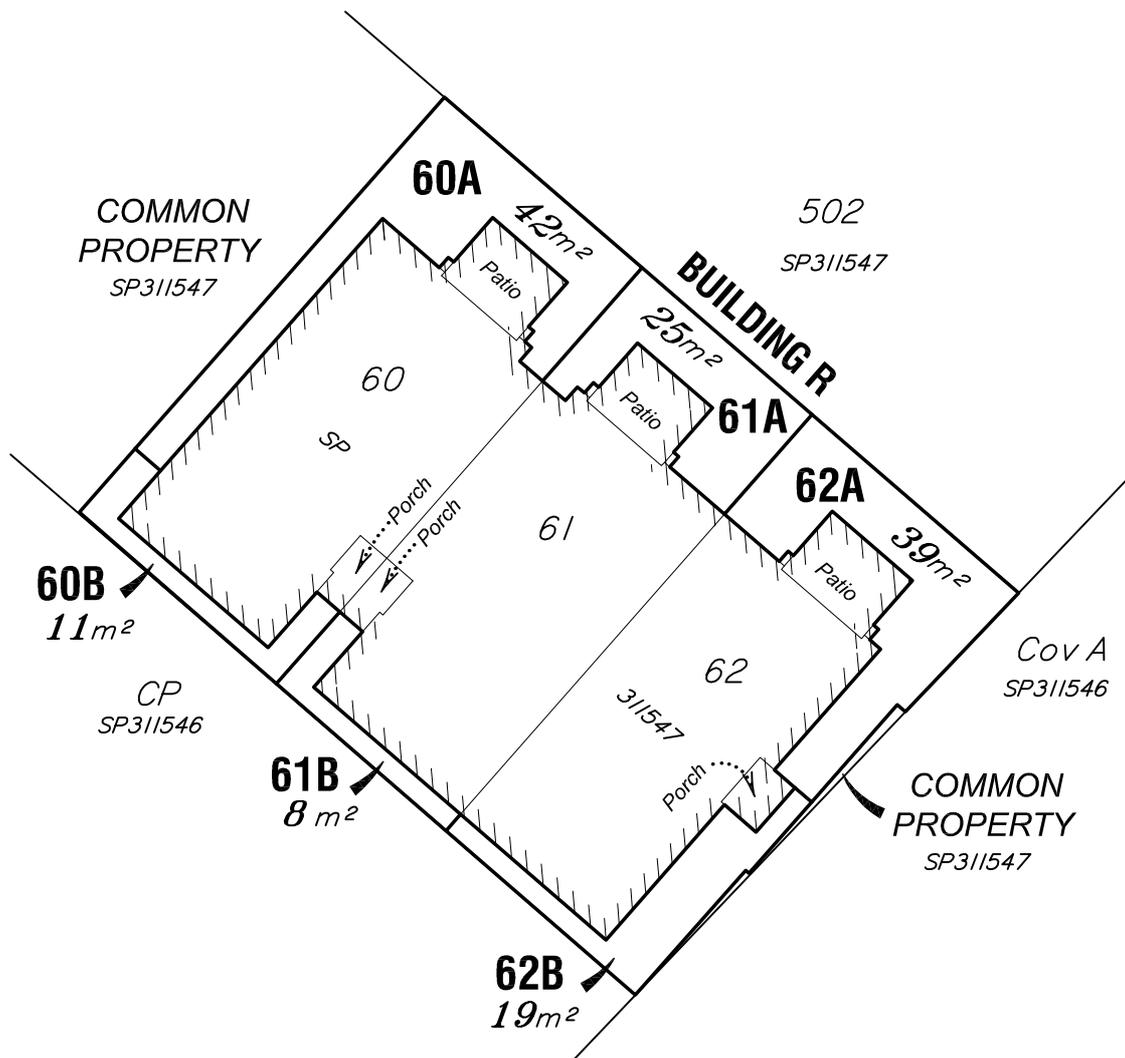
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Drawing Number
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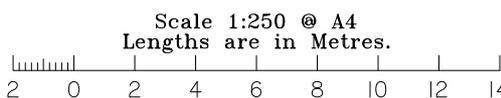
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PRELIMINARY



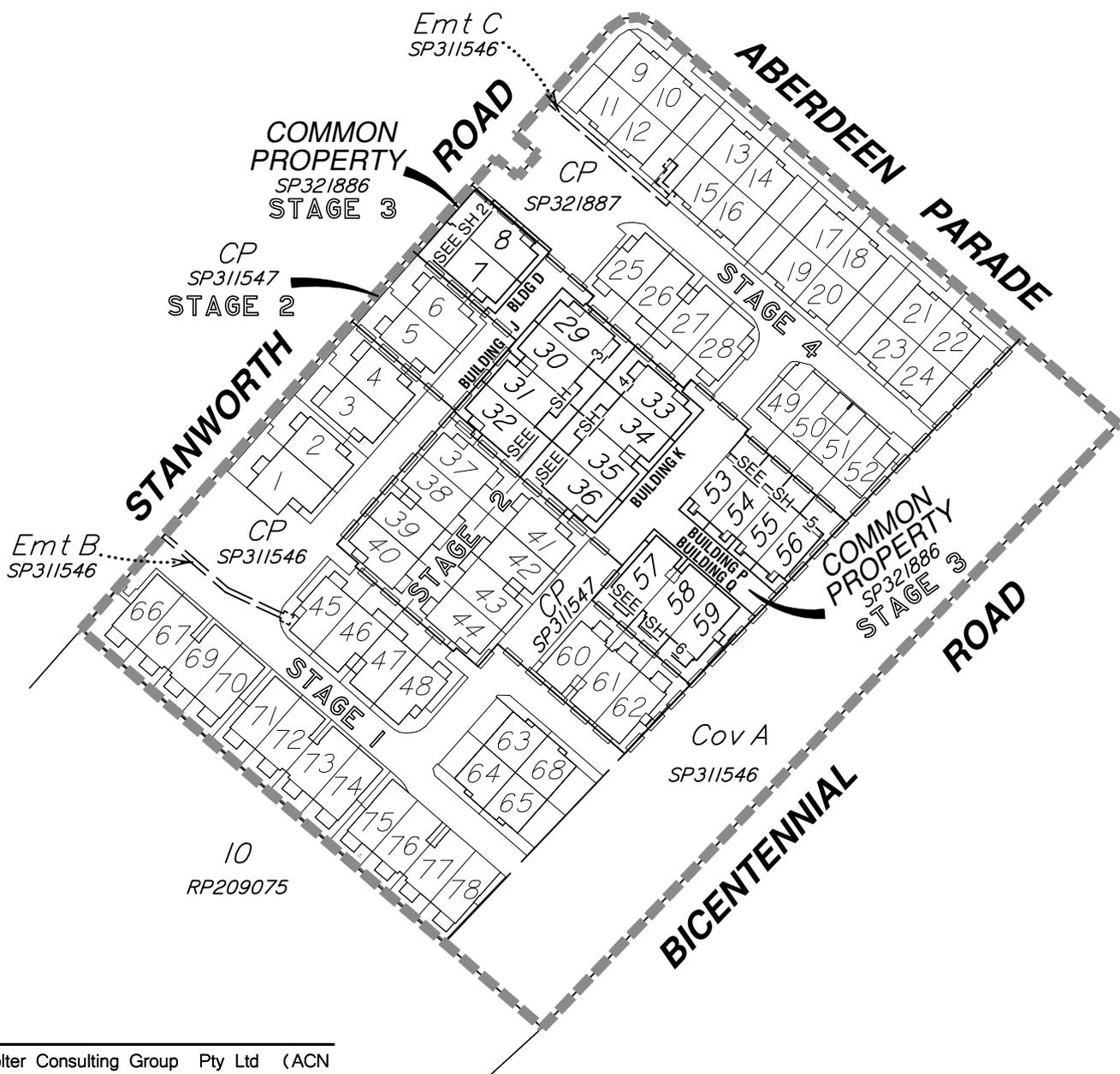
LEVEL A

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Sheet	No
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Drawing Number	Version
18-0185S-03	D

PRELIMINARY



Wolter Consulting Group Pty Ltd (ACN 147 343 084) hereby certify that this plan has been prepared from supplied design drawings provided by Heran Building Group on 30-09-2020.

Final areas are subject to design changes, Council approval, construction, field survey and registration with the Department of Natural Resources, Mines and Energy and may differ from those shown on this plan.

— Stage Boundary
 - - - CTS Boundary

Notes:
 Exclusive use areas are defined by structural features unless dimensioned.


 Authorised Delegate

23-10-2020
 Date

STAGE 3

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WOLTER
 consulting group

Planning Urban Design Landscape Environment Surveying

Sketch of Exclusive Use Areas
 in Common Property on SP321886
 & SP321887 Level A

CTS

Title Reference:

Surveyor
 N. Donaldson

Stage
 3

Date Drawn
 23-10-2020

Sheet of
 1 6

Drawing Number

Version

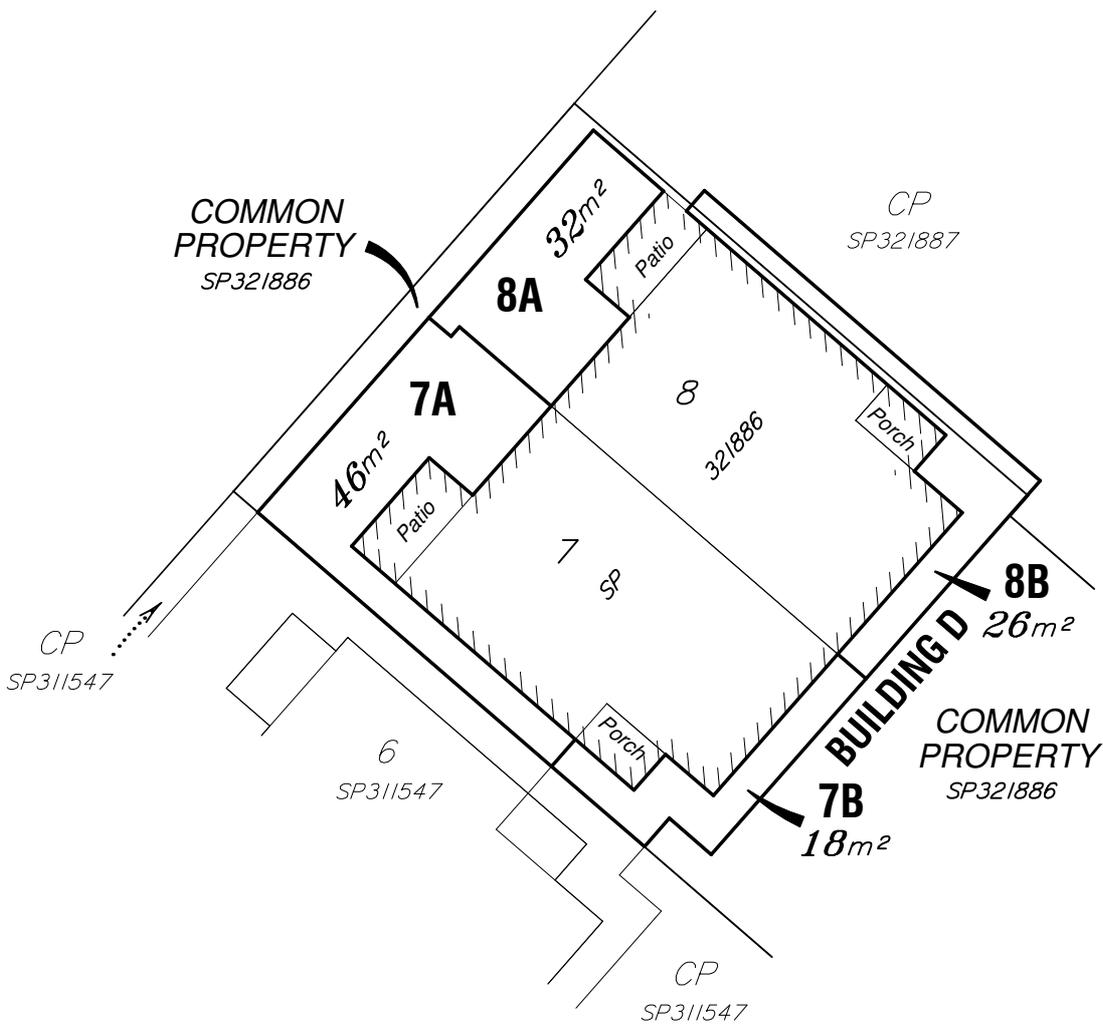
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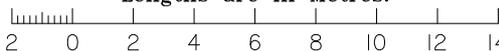
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LEVEL A

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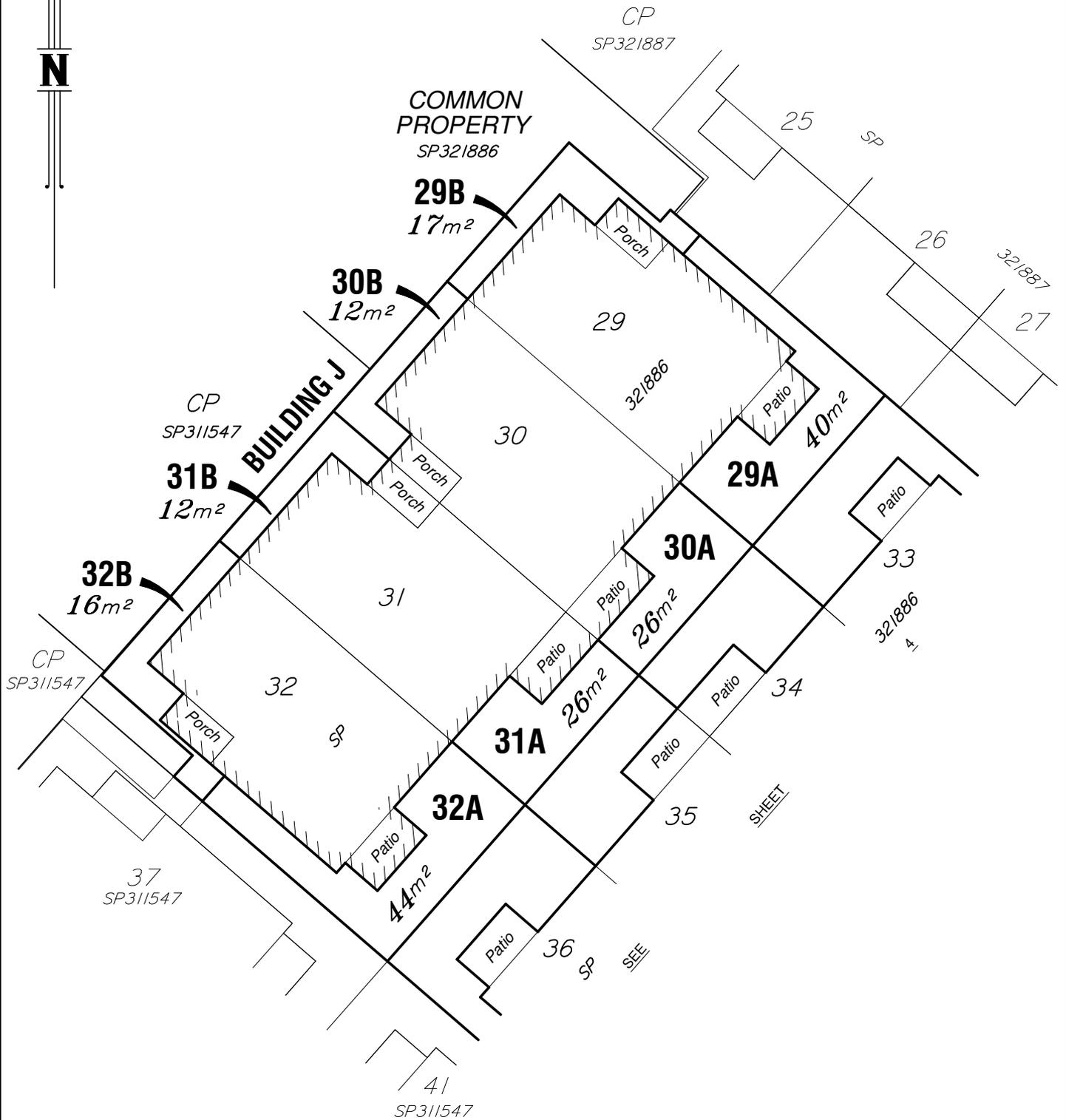
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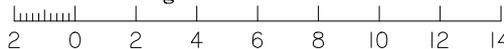
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LEVEL A

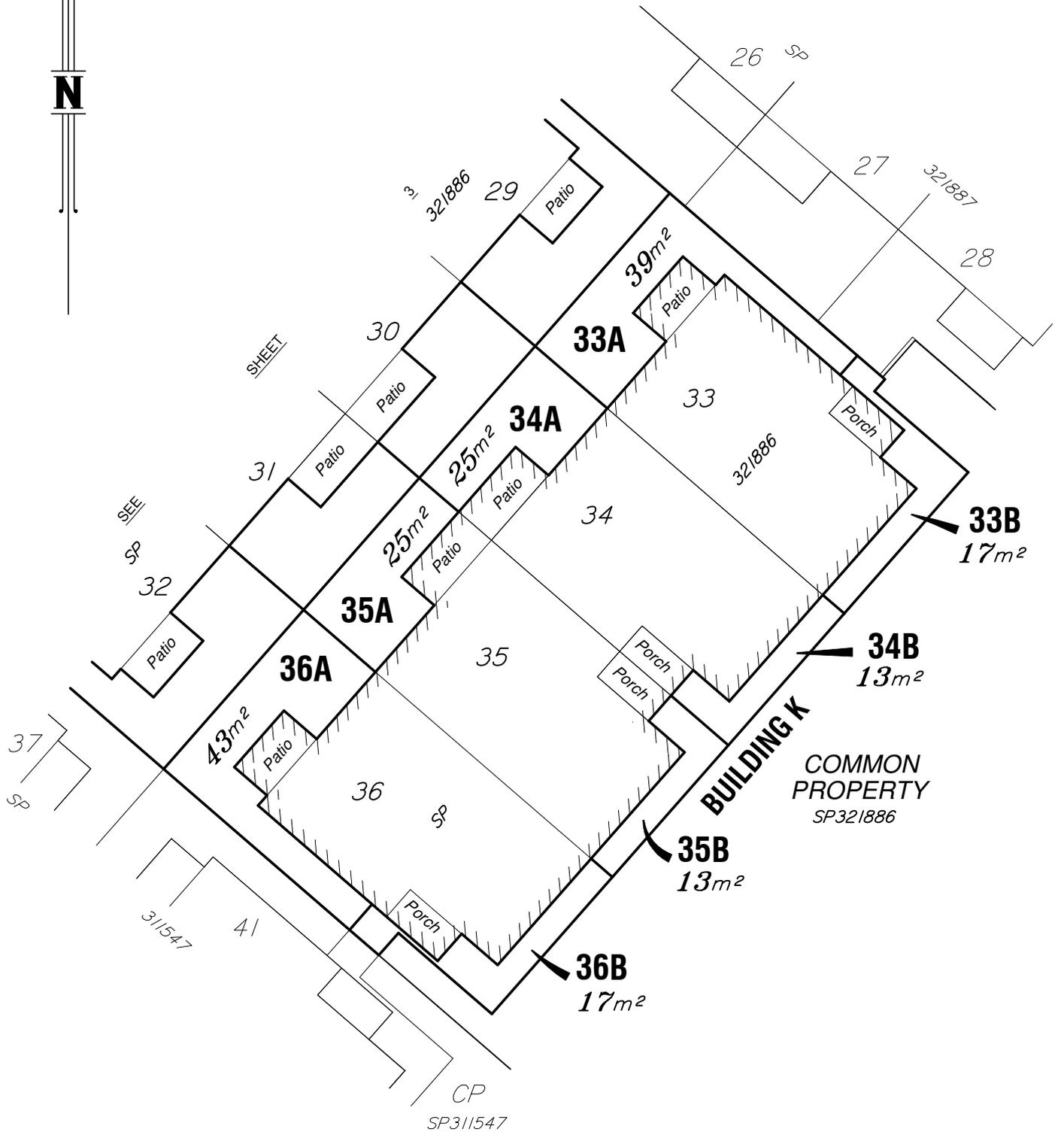
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Lengths are in Metres.



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Drawing Number	Version
18-0185S-05	A

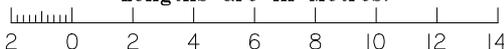
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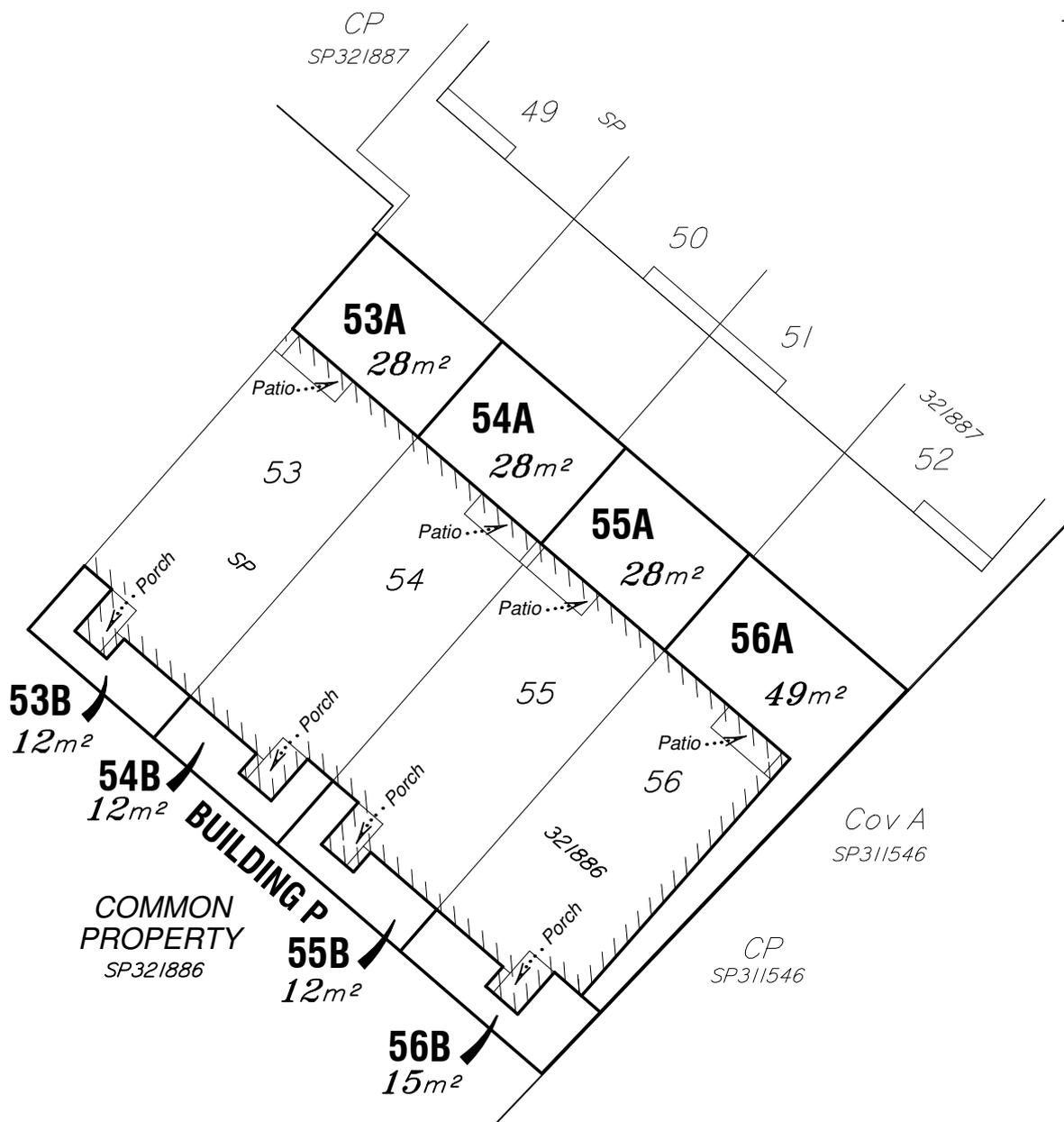
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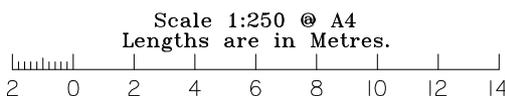


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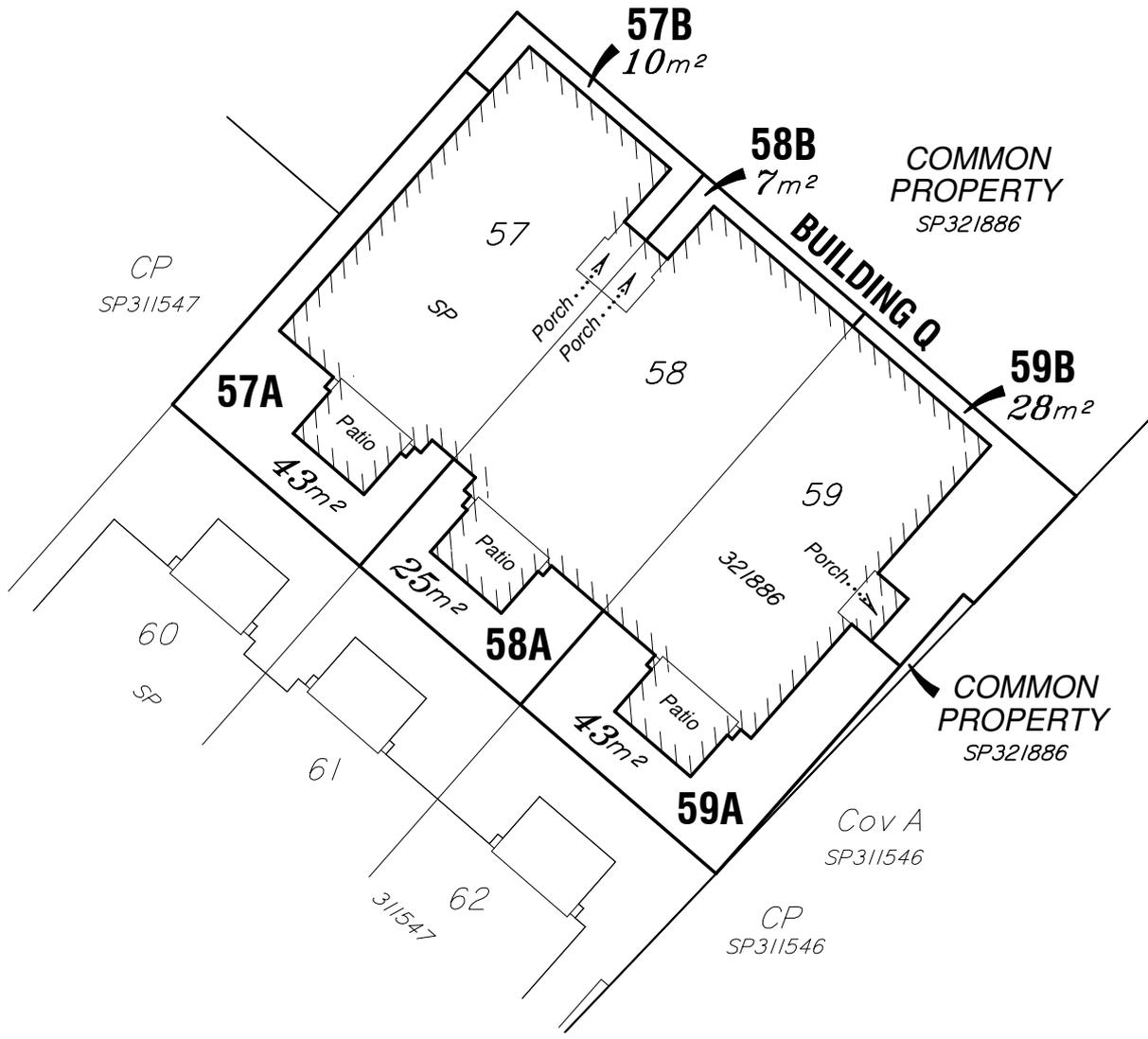
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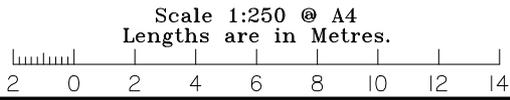
Drawing Number
18-0185S-05

PRELIMINARY



LEVEL A

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-  Denotes edge of concrete
-  Denotes line of fence



Sheet	No
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Drawing Number	
18-0185S-05	
Version	
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Annexure "C"
Service Location Diagram to be inserted

Annexure "D"
Water Quality Maintenance Plan to be inserted

SCHEDULE 5

Power of Attorney Disclosure Statement

1. This Disclosure Statement is given by the Seller to the Buyer in compliance with Section 219 of the Act.
2. Under the Contract, the Buyer among other things, appoints the Seller it's attorney by execution of the Contract on the terms set out below:-

The Buyer irrevocably appoints the Seller and the directors of the Seller jointly and severally as the attorneys of the Buyer to perform, to the exclusion of the Buyer, the following acts;

- (a) attend and/or vote in the name of the Buyer at meetings of the Body Corporate or the committee of the Body Corporate in place of the Buyer in respect of a motion or resolution referred to below;
 - (b) complete, sign and lodge a voting paper or other document (including a corporate owner nominee appointment form or representative appointment form and any notice under the Regulation Module) to allow the Seller to vote in the name of the Buyer at all meetings of the Body Corporate or the committee of the Body Corporate in place of the Buyer in respect of a motion or resolution referred to below; or
 - (c) complete, sign and lodge any written consent pursuant to section 171 of the Act as may be required to pass any exclusive use by laws to allocate exclusive use areas in the Scheme, consequent upon the establishment of a new Scheme.
3. The motions or resolutions in respect of which the Seller is appointed the attorney of the Buyer to the exclusion of the Buyer are the following;
 - (a) consent to the recording of a new Community Management Statement to facilitate the progressive development of the Scheme and the Land identified in this Contract and all alterations, modifications or adjustments (including adjustment of the contribution schedule lot entitlements and the interest schedule lot entitlements and the creation of additional Common Property) which are necessary for the Seller to develop the Land;
 - (b) the re-subdivision of any lot owned by the Seller in the Scheme to create additional lots and Common Property;
 - (c) the amalgamation of any lot owned by the Seller;
 - (d) consent to the recording of a Building Management Statement (if any);
 - (e) consent to the recording of a new Community Management Statement to implement the development of the Scheme and the Land proposed by this Contract or the Community Management Statement currently in force;
 - (f) consent to the recording of a new Community Management Statement to record allocations under any exclusive use bylaw or to record any additional or replacement exclusive use bylaw to allocate exclusive use areas in the Scheme;
 - (g) consent to the affixing of the seal of the body corporate to all forms required to be lodged in the Department of Natural Resources & Mines;
 - (h) consent to the grant of any easement, lease, licence or occupation authority referred to in this Contract;
 - (i) consent to any appeal to any Court deemed appropriate by the Body Corporate;
 - (j) the engagement of a person as a Body Corporate manager or service contractor, or authorising a person as a letting agent including the engagement of the Body Corporate manager and the engagement and the authorisation of a manager as disclosed in this Contract;

- (k) the fixing, adoption, variation or ratification of budgets or contributions to be levied by the Body Corporate;
- (l) the composition and/or election of the members of the committee of the Body Corporate;
- (m) a proposal that there shall be no prohibition or restriction on the use of proxies by the original owner;
- (n) an application to be made for an order of an adjudicator under the Act;
- (o) any appeals to be lodged pursuant to the Act;
- (p) the commencement of a proceeding pursuant to the Act;
- (q) the issue of an authorisation to the owner of a lot (including the original owner) to make any improvement contemplated under the Regulation Module including the installation, erection and /or construction of air conditioning equipment, enclosing of carports, construction and installation of storage areas, pergolas, fencing, screening, shutters, security devices or any other associated apparatus and awnings;
- (r) the exercise of any right of the Seller under this Contract;
- (s) any acts or things required of the Body Corporate;
- (t) to elect or appoint Committee Members and Body Corporate Representatives to any Principal Body Corporate and/ or management committee under any Building Management Statement; and
- (u) consent to any development of any adjacent or neighbouring land
- (v) to do any and all things necessary to effect any future Stage of the Development;
- (w) to execute any agreement contained in the Disclosure Statement for the Body Corporate;
- (x) to vote on behalf of the Buyer at all meetings of the Body Corporate and the Committee of the Body Corporate to the maximum extent permissible by law;
- (y) for all purposes of and incidental to those matters outlined above.

The Buyer agrees to ratify and confirm all the Acts, Deeds and things done or performed under this Power of Attorney.

While this Power of Attorney remains in force, the Buyer must not transfer or assign the Lot other than to a transferee or assignee who has first agreed to be bound by the provisions of this Clause and who has executed a Power of Attorney in favour of the Seller and its directors in the same terms as this Clause and who agrees to obtain a similar agreement from all subsequent transferees.

The Buyer will not grant a mortgage of the lot without first providing a copy of this Contract to its mortgagee and procuring the mortgagees agreement to be bound by the provisions of this Clause.

If for any reason the Seller is unable to exercise the rights granted to it by this Clause the Buyer must exercise its rights to vote as the Seller directs but only in relation to the matters set out in the Power of Attorney contained in the Disclosure Statement.

SCHEDULE 6

PROXY FORM

for BODY CORPORATE GENERAL MEETINGS

TO: The Secretary
(Name and address of Scheme)

*I/We (full name(s))

Owner(s) of Lot(s) on Plan No.

Name of Scheme CMS No.

Appoint (full name)

as my/our proxy to vote on my/our behalf (including adjournments) at:-

(1) the general meeting to be held on (date of meeting)

or

(2) all general meetings held before (expiry date)

or

(3) all general meetings held during the rest of the body corporate's financial year (extent of appointment period allowed under Section 103(f)).

unless *I/we serve you with a prior written withdrawal of the appointment.

Dated at on (date)

Signature(s) of owner(s)
(all co-owners to sign)

Signature of proxy holder

Residential address

.....

Notes for Use

* delete one

** delete those two alternatives which are not applicable

The Regulations set out a number of restrictions on the use of proxies, including an ability for the body corporate to further restrict their use including prohibition.

SCHEDULE 7

Body Corporate Manager (Administration) Agreement

ENGAGEMENT OF
QBS Strata Management Pty Ltd
Member of Strata Community Australia (Qld)

1. INTRODUCTION

- (a) This Agreement is written to comply with the Act.
- (b) All words defined in Part 4 of Chapter 1 and Schedule 6 of the Act, where the context permits, have the same meaning in this Agreement.
- (c) In this Agreement, terms in bold in the Reference Schedule have the meanings shown opposite them.
- (d) Unless the context otherwise permits:
 - (i) “Act” means the Body Corporate and Community Management Act 1997.
 - (ii) a reference to an item is a reference to an item in the Reference Schedule.
- (e) This Agreement comprises the:
 - (i) Reference Schedule.
 - (ii) Standard Conditions.
 - (iii) any Special Conditions.
- (f) Where there is any inconsistency between any provision added to this Agreement and the printed provisions, the added provisions prevail.
- (g) The Body Corporate acknowledges having received a copy of the Standard Conditions before entering into this Agreement.

2. WHAT IS THIS AGREEMENT

- (a) This Agreement is an engagement of the Manager as the Body Corporate Manager for the Body Corporate.
- (b) The Manager is engaged by the Body Corporate (as an independent contractor) to supply, including through the exercise of delegated powers, administrative services to the Body Corporate.

3. WHAT IS THE TERM OF THIS ENGAGEMENT

- (a) This engagement is for the Term.
- (b) This engagement will be extended by the Body Corporate for one year from the end date stated in Item C, unless the Body Corporate decides at a general meeting before that date not to extend this Agreement.

- (c) However, this engagement (after allowing for renewals under clause 3(b)) must not run for more than three years from the beginning date stated in Item C.

4. WHAT ARE THE FUNCTIONS OF THE MANAGER UNDER THIS AGREEMENT

- (a) The Manager must supply the Agreed Services to the Body Corporate.
- (b) The Manager may supply the Additional Services to the Body Corporate at the Body Corporate’s request.
- (c) The Manager has the custody of and use of the common seal of the Body Corporate.
- (d) The Manager has the authority to sign notices on behalf of the Secretary of the Body Corporate and by-law contravention notices on behalf of the Body Corporate.

5. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER

- (a) The Body Corporate authorises to the Manager all of the powers of the Executive and Ordinary Members of the Committee of the Body Corporate to the full extent permitted by the Act.
- (b) However, the Manager must only use these powers when the Manager determines that the power is of a routine, administrative nature or there are circumstances, particularly in respect of urgent works necessary to ensure the health and safety of building occupants or the preservation of the asset, which dictate the Manager must use the authorised power.
- (c) To avoid doubt, the authorisation does not make the Manager responsible for performing the functions the Body Corporate or the Committee are required to perform under the Act, nor does the authorisation relieve the Body Corporate or the Committee of these functions.

- (d) The authorisation powers do not extend to the Manager being required to obtain a second quote for providing Body Corporate Management services to the Body Corporate.

6. HOW IS THE MANAGER TO BE PAID

- (a) The Body Corporate must pay the Manager the fee for Agreed Services as set out in the attached Schedule.

- (b) The Body Corporate must pay the Manager the fee for Additional Services as set out in the attached Schedule.
- (c) The fee for Agreed Services and the Schedule of Additional Fees and Disbursements increases at the end of each year of this Agreement by the percentage increase.
- (d) The Manager is entitled to:
 - (i) charge the Body Corporate for Disbursements at the rate charged from time to time by the Manager, and which may include a margin above cost to the Manager.
 - (ii) keep fees paid to it for information which the Manager must supply about the Body Corporate under the Act.
 - (iii) keep fees paid to it for the services supplied at the request of Lot owners (eg. information to enable a Lot owner to prepare a REIQ Disclosure Statement).
 - (iv) retain commissions paid to it by the providers of goods and services to the Body Corporate as disclosed in Item K.

7. HOW DO WE GIVE INSTRUCTIONS TO THE MANAGER

- (a) The Committee must nominate a person to provide instructions to the Manager on behalf of the Body Corporate.
- (b) However, if the Committee does not do this, the Chairperson is taken to be nominated to give instructions to the Manager on behalf of the Body Corporate.

8. WHAT ARRANGEMENTS OR RELATIONSHIPS DOES THE MANAGER HAVE WITH OTHER PROVIDERS OF GOODS AND SERVICES TO THE BODY CORPORATE

- (a) The Manager proposes to have the Body Corporate enter into contracts with providers of insurance services.
- (b) The details of these relationships are disclosed in Item J. The commission entitlements are disclosed in Item K.
- (c) The Body Corporate acknowledges that it made its decision to enter into this engagement, and into the contracts with the providers of insurance services, after having been given this engagement in writing disclosing the relationship with the Manager and the commission payable to the Manager.

9. RELEASE & INDEMNITY BY THE BODY CORPORATE

With regard to any act or omission of the Body Corporate that did not result from the direct action or negligence of the Manager; the Body Corporate:

- (a) Releases, discharges and holds harmless the Manager (to the extent permitted by law) from any damages, losses, liabilities, costs, expenses and/or claims arising from or in connection with this act or omission.
- (b) Indemnifies and keeps indemnified the Manager against any damages, losses, liabilities, costs, expenses or claims incurred by the Manager arising from or in connection with this act or omission.

10. WHAT ARE THE RULES FOR TRANSFER OF THIS ENGAGEMENT

- (a) This engagement may be transferred by the Body Corporate if the Body Corporate approves the transfer.
- (b) To avoid any doubt, the approval may be given by the Committee.
- (c) In deciding whether to approve a proposed transfer, the Body Corporate may have regard to:
 - (i) the character of the proposed transferee and related persons of the transferee.
 - (ii) the financial standing of the proposed transferee.
 - (iii) the proposed terms of the transfer.
 - (iv) the competence, qualifications and experience of the proposed transferee, and any related persons of the proposed transferee, and the extent to which the transferee, and any related persons, have received or are likely to receive training; and
 - (v) matters to which, under this engagement, the Body Corporate may have regard.
- (d) The Body Corporate must decide whether to approve a proposed transfer within thirty days after it receives the information reasonably necessary to decide the application for approval.
- (e) The approval may be given on the condition that the transferee enters into a Deed of Covenant to comply with the terms of this engagement.
- (f) The Body Corporate must not:
 - (i) unreasonably withhold approval to the transfer.
 - (ii) require or receive a fee or other consideration for approving the transfer (other than reimbursement for legal expenses reasonably incurred by the Body Corporate in relation to the application for its approval).
- (g) “related persons” of a proposed transferee means:

- (i) if the proposed transferee is a corporation, the corporation's directors, substantial shareholders and principal staff.
- (ii) if a proposed transferee is in partnership - the partners and principal staff of the partnership

11. WHAT ARE THE RULES FOR TERMINATING THIS ENGAGEMENT

- (a) This engagement terminates when it ends or when the Body Corporate gives notice of termination under this Agreement.
- (b) The Body Corporate may terminate this engagement if the Manager (including if the Manager is a Corporation or a Director of the Corporation):
 - (i) is convicted (whether or not a conviction is recorded) of an indictable offence involving fraud or dishonesty.
 - (ii) is convicted (whether or not a conviction is recorded) on indictment of an assault or an offence involving an assault.
 - (iii) engages in misconduct, or is grossly negligent, in carrying out, or failing to carry out functions required under this engagement.
 - (iv) does not carry out duties under this engagement, and persists in not carrying out duties for 14 days or more after the Body Corporate, by written notice, requires the Manager to carry out the duties.
 - (v) carries on a business involving the supply of services to the Body Corporate, or to owners or occupiers of Lots, and the carrying on of the business contrary to law.
 - (vi) transfers an interest in this engagement without the Body Corporate's approval.
 - (vii) fails to disclose to the Body Corporate that it is associated with the providers of repair and maintenance services or the providers of insurance services.
 - (viii) fails to disclose to the Body Corporate that it is entitled to receive a commission from the providers of repair and maintenance services or the providers of insurance services.
- (c) The Manager may terminate this Agreement by giving written notice to the Body Corporate if:
 - (i) the Body Corporate fails to pay the Manager in accordance with this engagement.
 - (ii) the Body Corporate acts, or fails to act, in a way which prevents the Manager from properly performing its functions under this engagement or complying with the Act.
- (d) If this engagement is terminated, the Manager must deliver the records of the Body Corporate to the nominee stated in clause 7 within thirty days of the termination.

12. GOODS AND SERVICES TAX

For the purposes of this clause, a Goods and Services Tax means any tax imposed by any government or regulatory authority which is a tax on goods and services, a tax on consumption, a value-added tax or any similar impost. If the payment of any money under this engagement ever attracts a Goods and Services Tax, then the party making the payment of the money must, in addition, pay the required amount of Goods and Services Tax on the payment.

13. SPECIAL CONDITIONS

Any Special Conditions to the Standard Conditions are stated in Item L.

- A.** This Agreement is made on 2020 at the Annual General Meeting
- OR**
- at an alternate date, on this day of 2020 (*insert date*)
- B. BETWEEN** Body Corporate for **STANWORTH RESIDENCES CTS TBA**
97-107 Stanworth Road, Boondall
- AND
- QBS Strata Management Pty Ltd ATF
SE Qld Corporate Management Trust
- C. TERM** **Three Years**
[Clause 3(a)] commencing on
and ending on
- D. FEES** The fee for Agreed Services shall be
[Clause 6(a)] \$140.00 plus GST per registered lot per annum,
payable quarterly in advance.
- E. ADDITIONAL FEES** See attached Schedule
- | | |
|---------------------------------------|-------------------|
| Body Corporate Managers | \$176.00 per hour |
| Clerical | \$ 71.50 per hour |
| Extraordinary General Meetings | \$176.00 per hour |
| Additional Committee Meetings | \$176.00 per hour |
- F. PERCENTAGE INCREASE**
[Clause 6(c)] Increase at the end of each year of engagement:
the greater of CPI or 4%.
- G. DISBURSEMENTS** Payable quarterly in advance - see attached Schedule.
[Clause 6(d)(i)]
- H. AGREED SERVICES** **Secretarial**
[Clause 4(a)] * Convene and attend the Annual General Meeting (up to two hours).
* Convene and attend two Committee Meetings (up to two hours).
* Call nominations for the position of Executive and Ordinary Members
of the Committee.
* Prepare and distribute Meeting Notices.
* Record and distribute Minutes.
* Answer all communications and correspondence
- Financial**
- * Open, maintain and operate a bank account for the Administration and Sinking Funds.
 - * Prepare a Statement of Accounts for each financial year.
 - * Prepare draft Budgets and facilitate Budget Meeting.

- * Issue levy and other contribution notices.
- * Receipt and bank levies daily.
- * Reconcile bank account monthly.
- * Process and pay accounts promptly.
- * Prepare quarterly accounts for Committee upon request.
- * The Manager is authorised to appoint a Tax Agent on behalf of the Body Corporate.

Administrative

- * Establish and maintain the roll and registers.
- * Maintain and keep records.
- * Implement the decisions of the Body Corporate and its Committee.
- * Make available the records for inspection.

Insurance

The Body Corporate instructs the Manager to obtain quotations through a recognised Broker each year for the Body Corporate Insurance, and to renew the policy unless instructed to the contrary by the Body Corporate.

Body Corporate Inspection Information and Certificates

- * Make available the records for inspection.
- * The Body Corporate shall pay to the Manager an amount equivalent to any amount received by the Body Corporate for inspection and the provision of Certificates and other information from Body Corporate Records.

I. ADDITIONAL SERVICES

[Clause 4(b)]

- * Any agreed Service to be undertaken outside of normal business hours.
- * Obtaining quotations for repairs and maintenance:
 - For work under \$1,000.00 - \$50.00 charge.
 - For work above \$1,000.00 - \$80.00 charge.
- * Any reasonable requests by the Body Corporate, not stated as an Agreed Service.
- * Dispute Resolution – Assisting to resolve disputes between owners, resident Managers or contractors, including applications, submissions and attendance with Body Corporate advisers and judiciary.
- * Preparation and lodgment of returns through a registered Tax Agent as may be required by the Australian Taxation Office.
- * Preparing supporting data to facilitate year end audits.
- * Issuing and processing of electricity and other utility invoices.
- * Levy recovery actions as may be required.
- * Obtaining quotations and arranging Sinking Fund Forecasts, Insurance Valuations, Workplace Health and Safety inspections and other inspections required under legislation.
- * Assistance with assignments of management rights.
- * Preparation of Annual General Meeting Notices in excess of 15 Motions.

J. DISCLOSURE OF ASSOCIATES

[Clause 8(b)]

Providers that are associates of the Manager and the nature of the relationship.

Name of Company

Body Corporate Brokers
 Direct Insurance Brokers
 Centrepoint Insurance Brokers
 Regional Insurance Brokers
 PSC Coastwide Insurance Brokers
 Jardine Lloyd Thompson
 Thiel Partners (Tax Agent)

Relationship

QBS Strata Management as referrer
 QBS Strata Management as referrer

K. DISCLOSURE OF COMMISSIONS

[Clause 8(c)]

Providers that pay a commission to the Manager and the details of the commission.

Name of Company

Body Corporate Brokers
 Direct Insurance Brokers
 Centrepoint Insurance Brokers

Commission Details

0 - 15% base premium
 0 - 15% base premium
 0 - 15% base premium

Regional Insurance Brokers	0 – 15% base premium
PSC Coastwide Insurance Brokers	0 – 15% base premium
Jardine Lloyd Thompson	30% of broker's fee
Thiel Partners Accountants (Tax Agent)	70% of tax agents fee

(Agency Agreements other than those specified above may be entered into with other companies after the signing of this Agreement. Any such Agency will be disclosed prior to renewal if this is the case).

L. SPECIAL CONDITIONS
[Clause 13]

The Manager does not accept responsibility or liability for maintenance of the Body Corporate Common area.

**The COMMON SEAL of the Body Corporate
for STANWORTH RESIDENCES
Community Titles Scheme TBA
was affixed on the day of 2020
pursuant to a resolution of the Body Corporate
in the presence of:**

Chairperson

Committee Member

**Signed for and on behalf of
QBS Strata Management Pty Ltd
ABN 86 965 584 736 ATF
SE Qld Corporate Management Trust
on the day of 2020
by authority of a Resolution of the Board
of Directors :**

Director

Director

SCHEDULE OF ADDITIONAL FEES AND DISBURSEMENTS – STANWORTH RESIDENCES CTS TBA

Item	Cost inclusive of GST
Communications and Related Disbursements - Agreed Services	Fixed at \$71.50 per Lot PA
Printing, Postage & Stationery - Additional Services Letterhead/Follower Envelopes - Large (C4) - DL Ballot Envelopes Dividers Plastic Sleeves Photocopy Laser Prints All other Printing, Postage and Stationery Levy Notices Microencoded Forms (including cheques) Postage	22 cents 77 cents 11 cents 55 cents 33 cents 22 cents 33 cents 11 cents At cost 38.5 cents 55 cents At cost
Telephone Telephone (local, national, mobile, international), Fax and Email	.85 cents per Lot per month
E Commerce Electronic Processing	\$14.85 per Lot PA
Financial Reporting Preparation of Information for Audit Preparation of Information for BAS Returns Preparation of Information for Income Tax Returns	\$470.00 \$275.00 per Return \$275.00
Special Levies Set up & On-charging to Lot Owners Special Levies Set Up (2 – 5 lots) Special Levies Set Up (6 lots & over)	\$25 each set up \$5.50 per lot Maximum \$165.00
Billing of Utilities to Lot Owners	\$9.90 per invoice
Miscellaneous Insurance Claims Processing Lodgment of Documents with DNR ABN and TFN Registration GST Registration Debt Collection (recovered from owner) <ul style="list-style-type: none"> • First Statement Reminder • Arrears Notice • Instructing Collections Agents (being collection of information, issuing of instructions and follow up) • Monthly monitoring Travelling Expense to Attend Onsite Meetings Dishonoured Cheque Fee Archiving Minute Book Common Seal	\$66.00 per claim under \$1,000.00 \$132.00 per claim between \$1,000.00 and \$4,000.00 \$176.00 all other claims \$110.00 \$110.00 \$110.00 Nil \$33.00 \$88.00 \$11.00 ATO Rate \$33.00 \$5.20 per Lot PA \$25.00 \$44.00
Flying Minute	\$165.00 plus outlays

SCHEDULE 8

Caretaker Agreement

**BODY CORPORATE FOR STANWORTH RESIDENCES COMMUNITY TITLES
SCHEME**

(“BODY CORPORATE”)

(“CARETAKER”)

CARETAKER’S AGREEMENT



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**Warlow Scott Pty Ltd (A.C.N. 126 122 845) - an incorporated legal practice.
Liability limited by a scheme approved under the professional standards legislation.**

CARETAKER'S AGREEMENT – STANWORTH RESIDENCES COMMUNITY TITLES SCHEME

This Agreement is made the _____ day of _____ 202 .

BETWEEN: The Body Corporate for Stanworth Residences Community Titles Scheme c/-
QBS Strata Management Pty Ltd, PO Box 1079 Oxenford QLD 4210;
(“Body Corporate”)

AND:

(“Caretaker”)

INTRODUCTION:

- A The Body Corporate wishes to provide for the better administration, control and management of the Complex and the better maintenance, caretaking and repair of the Common Property.
- B The Caretaker is appointed to perform the Caretaking Duties.
- C The Parties wish to record the terms of their agreement on the following terms.

IT IS AGREED:

1. DEFINITIONS

1.1 Unless the context otherwise requires:

“Act” means the *Body Corporate and Community Management Act 1997*.

“Agreement” means this agreement and all its schedules.

"Associated Party" means:

- (a) in the case of a corporation, a director, secretary or shareholder of that corporation;
- (b) in the case of an individual, a corporation in which the individual is a director, secretary, or shareholder; and
- (c) in the case of a partnership, the partners and management staff of the partnership.

“Body Corporate” means the Body Corporate for the Scheme

"Body Corporate Assets" means the Body Corporate assets for the Scheme.

"Building" means any of the buildings located on the Scheme Land.

“Caretaker’s Lot” means the Lot in the Scheme of which the Caretaker or an Associated Party is the registered owner.

"Caretaking Duties" means those duties that the Caretaker must perform under this Agreement;

"Commencement Date" means the day of 20 and ending 25
years later on the day of 20

"The Committee" means the Committee of the Body Corporate.

"Common Property" means the Common Property of the Scheme.

"Complex" means the Lots and Common Property comprised in the Scheme.

"CPI" means the Consumer Price Index All Groups for Brisbane published by the Australian Bureau of Statistics, or if that is suspended or discontinued, then a similar figure reasonably determined by the Body Corporate.

"Letting Agent" means the Letting Agent appointed by the Body Corporate for the Scheme.

"Letting Agreement" means a letting agreement entered into by the Body Corporate with the Letting Agent.

"Lots" means lots in the Scheme.

"Maximum Expenditure" means \$1,000.00.

"Nominee" means the person nominated by the Body Corporate.

"Occupation Authority Plan" means the plan attached as Annexure "A".

"Owners" means the owners of Lots included in the Scheme and includes mortgagees in possession.

"Plan" means the Survey Plan registered for the Scheme.

"Property" means all land comprised in the Scheme and all improvements erected on the land. Where the context permits the definition extends to all adjoining land over which the Body Corporate has easement rights.

"Related Agreement" means any agreement entered into by the Letting Agent with the Body Corporate for the provision of letting or other services.

"Related Person" means a person or persons who are the directors or shareholders of the Caretaker who in the reasonable opinion of the Body Corporate hold effective control of the Letting Agent.

"Remuneration" means the sum of \$1,000.00 for each Lot in the Scheme for which a title has been created for the first year of the term and subject thereafter to any adjustments made in accordance with Clause 4.1 of this Agreement.

"Scheme" means Stanworth Residences Community Titles Scheme .

"Scheme Land" means the Scheme land identified on the Plan.

"Term" means a period of twenty-five (25) years from the Commencement Date.

INTERPRETATION

2.1 Reference to:

- (a) One gender includes the other genders.
- (b) Singular includes the plural and the plural includes the singular.
- (c) A person includes a body corporate.
- (d) A party includes the parties' executors, administrators, successors and permitted assigns.
- (e) A statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
 - (i) That Statutory Provision as amended or re-enacted from time to time; and
 - (ii) A statute, regulation or provision enacted in replacement of the Statutory Provision.
- (f) All monetary amounts are in Australian dollars, unless otherwise stated.
- (g) If a party consists of more than one person then this Agreement binds them jointly and each of them separately.
- (h) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.
- (i) A party that is a trustee is bound both personally and in its capacity as a trustee.
- (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) If an act must be done, or the last day upon which it may be done, falls on a specified day that is not a Business Day, the act must be done instead on the next Business Day.

3. APPOINTMENT AND TERM

3.1 The Body Corporate appoints the Caretaker for the Term to look after the Common Property from the Commencement Date being the day of 201 and ending 25 years later on the day of 20 .

3.2 The Caretaker

- (a) accepts the appointment;
- (b) will look after the Common Property as required by this Agreement;
- (c) will ensure that the Common Property is able to be used by the persons entitled and is properly maintained and kept in good repair;
- (d) will perform the Caretaking Duties; and
- (e) is an independent contractor of the Body Corporate.

4. REMUNERATION

4.1 The Remuneration will be increased for the second and subsequent years of the Term by the same percentage as the last percentage increase in the CPI for one

year as last recorded by the Australian Bureau of Statistics immediately before the year in which the Remuneration is to be reviewed.

- 4.2 Despite the previous clause the Remuneration for any year will never be less than the Remuneration for the previous year.
- 4.3 The Body Corporate must pay the Remuneration to the Caretaker by equal monthly instalments in arrears, the first payment one calendar month from the Commencement Date and monthly after that.
- 4.4 If the Caretaking Duties under this Agreement are a supply under the A New Tax System (Goods and Services Tax) Act 1999, the Body Corporate must pay to the Caretaker in addition to the Remuneration a further amount equal to the GST.
- 4.5 The Remuneration is paid only for the Caretaking Duties and not for any letting or ancillary services which the Caretaker or any other entity provides.

5. CARETAKER'S DUTIES

- 5.1 In addition to any specific duties set out in any schedule to this Agreement, the Caretaker must as reasonably required:
 - (a) hose all walkways, access areas and other parts of the Common Property that require hosing;
 - (b) keep clean, tidy and maintained all parts of the Common Property;
 - (c) maintain and clean any swimming pool, spa and/or sauna, gymnasium and workshop;
 - (d) at the commencement of each day, set out any pool and recreation furniture and equipment;
 - (e) clean any drains and gutters on Common Property;
 - (f) maintain the gardens and shrubs (if any), which duty includes watering, fertilising, weeding, mulching and top dressing; and
 - (g) effect minor repairs and maintenance to the Common Property where the services of a skilled tradesman are not required.
- 5.2 The Caretaker must arrange and supervise contracts between the Body Corporate and independent contractors for all work of a specialist nature required for any of those things referred to in the previous clause or for any services to, or work to be carried out to, the Common Property including without limitation:
 - (a) specialist repairs and maintenance of the Common Property;
 - (b) cleaning of external windows or parts of the Complex not easily accessible by the Caretaker; and
 - (c) the provision of water, electricity, gas, fuel, telephone and other necessary services as required by the Body Corporate.

Such contracts with independent contractors will only be entered into with the prior consent of the Body Corporate, but the Body Corporate must not unreasonably withhold such consent.

- 5.3 The Caretaker must:

- (a) regularly ensure the correct operation and, if necessary, arrange for expert specialist maintenance of:
 - (i) any waste disposal system;
 - (ii) all Common Property electrical apparatus;
 - (iii) any pumps and auxiliary motors;
 - (iv) any lifts and security systems; and
 - (v) all other parts of the Common Property where inspection and/or maintenance is required;
- (b) arrange all appliances, equipment, materials and supplies necessary to carry out the Caretaking Duties and to generally maintain the Common Property;
- (c) promptly report and account to the Body Corporate for:
 - (i) matters requiring repair or creating a hazard or danger that involves expenditure of money in excess of the Maximum Expenditure;
 - (ii) use by the Caretaker of any Body Corporate funds; and
 - (iii) use by the Caretaker of any other property of the Body Corporate in carrying out the Caretaking Duties;
- (d) monitor compliance with the by-laws of the Body Corporate and advise the Body Corporate of any serious or persistent breaches of them;
- (e) monitor and administer the use of any recreational areas including without limitation any swimming pool, sauna, spa, home heater, gymnasium and workshop;
- (f) advise the Body Corporate of compliance or non-compliance with any relevant laws concerning the maintenance and operation of the Common Property;
- (g) notify the Body Corporate of any alteration of the fire safety requirements;
- (h) keep order and safeguard the Complex against unlawful entry and arrange security contracts at the expense of the relevant Body Corporate as required by the Body Corporate;
- (i) regularly inspect the fire fighting equipment, arrange any requisite inspections by the relevant officer when required and, at the expense of the Body Corporate as relevant, arrange for maintenance necessary to maintain the fire fighting equipment in an efficient working condition;
- (j) maintain and keep open an office as a reception for the caretaking business during such hours as the Caretaker reasonably considers necessary;
- (k) maintain and supervise carparking arrangements on the appropriate areas on the Common Property;
- (l) keep possession of all keys for any Common Property and keys of any owners who provide them to the Caretaker;

- (m) keep the lighting of Common Property operating efficiently; and
- (n) carry out such other reasonable and appropriate tasks requested by the Body Corporate relevant to the caretaking of the Common Property.
- (o) reside, or if the Caretaker is a corporation, ensure that the person carrying out the Caretaking Duties, resides in the Caretakers Lot.

5.4 The Caretaking Duties may be carried out by the Caretaker, its delegates or its employees.

5.5 The Caretaking Duties that require work of a specialist nature are limited to the arranging and supervision of all external contracts or agreements.

5.6 Despite any other term of this Agreement or any Community Management Statement, the Caretaker is not required to undertake any duties in relation to the exclusive use areas of any Lot and each Lot owner is responsible for maintaining their exclusive use areas, save that any car parking areas shall be kept clean by the Caretaker where not kept clean by the Lot Owner or occupier.

6. CARETAKER'S CONDUCT

6.1 The Caretaker must:

- (a) have a good working knowledge and understanding of the Act, relevant to the Caretaking Duties;
- (b) act honestly, fairly and professionally in performing the Caretaking Duties;
- (c) exercise reasonable skill, care and diligence in performing the Caretaking Duties;
- (d) act in the best interests of the Body Corporate unless it is unlawful to do so;
- (e) keep the Body Corporate informed of any significant development or issue about an activity performed for the Body Corporate;
- (f) take reasonable steps to ensure an employee of the Caretaker complies with the Act, in performing the Caretaking Duties;
- (g) not engage in fraudulent or misleading conduct in performing the Caretaking Duties;
- (h) not engage in unconscionable conduct in performing the person's functions under the person's engagement;
- (i) not accept an engagement for another community titles scheme if doing so will place the person's duty or interests for the first scheme in conflict with the person's duty or interests for the other scheme; and
- (j) take reasonable steps to ensure goods and services the person obtains for or supplies to the Body Corporate are obtained or supplied at competitive prices.

6.2 If a Body Corporate or its committee requests, in writing, the Caretaker to show that the Caretaker has kept the Body Corporate records as required under this Agreement in relation to the Caretaking Duties, the Caretaker must comply with the request within the reasonable period stated in the request.

7. EXPENSES

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

8. INSTRUCTIONS

- 8.1 The Body Corporate must:
- (a) nominate one person to communicate with the Caretaker on its behalf; and
 - (b) notify the Caretaker in writing of the appointment of that Nominee or its replacement.
- 8.2 The Caretaker must:
- (a) confer with the Nominee concerning the Caretaking Duties; and
 - (b) attend any general meeting or Committee meeting of the Body Corporate if requested and given reasonable notice by the Nominee.

9. ASSIGNMENT

- 9.1 The Caretaker must not assign its interest in this Agreement unless it obtains the Body Corporate's consent.
- 9.2 The Body Corporate must:
- (a) not unreasonably, arbitrarily or capriciously refuse or delay giving its consent to any proposed assignment; and
 - (b) give its consent or refusal to any proposed assignment within 30 days of the Caretaker giving to it the information reasonably necessary for the Body Corporate to properly consider the proposed assignment.
- 9.3 Before giving its consent to any proposed assignment, the Body Corporate will be entitled to require:

- (a) satisfactory evidence that the proposed assignee and any Associates are financially sound and reputable, responsible, respectable and capable of satisfactorily performing the Caretaking Duties; and
 - (b) two business references, two personal references and a bank reference of the proposed assignee and any Associates.
- 9.4 As a condition of giving its consent to any assignment, the Body Corporate will be entitled to require:
- (a) that the proposed assignee execute in favour of the Body Corporate a Agreement of Covenant to comply with the terms of this Agreement;
 - (b) that the Caretaker pay to the Body Corporate all legal costs incurred by it in giving its consent;
 - (c) if the proposed assignee is a company, other than a public company, personal guarantees from the working directors and principal shareholders; and
 - (d) that the assignee, or if it is a company, it or its Controller becomes the registered owner of the Caretaker's Lots and is also the assignee of rights to act as caretaker in respect of the Scheme.
- 9.5 The Body Corporate must not require or receive any premium, payment or benefit for any request to consent or consent given under this clause, except as provided in this clause.

10. TERMINATION

- 10.1 Each of the following events constitute a default by the Caretaker:
- (a) the Caretaker breaches an obligation under this Agreement and in the Body Corporate's reasonable opinion:
 - (i) the non-observance can be remedied but the Caretaker does not remedy it within 14 days after receiving written notice from the Body Corporate requiring rectification;
 - (ii) the non-observance is substantial and can not be remedied or compensated for; or
 - (iii) the non-observance cannot be remedied but the Body Corporate can be compensated and the Caretaker does not pay the Body Corporate compensation for the breach within 30 days after the Body Corporate gives it a notice to pay;
 - (b) the Caretaker becomes insolvent or is subject to a form of external administration under the Corporations Law or is subject to a sequestration order.
 - (c) it persistently and repeatedly breaches this Agreement (which shall mean at least 5 material breaches in any one year of the Term) despite the fact that individual breaches may from time to time be remedied;
 - (d) it engages in misconduct or is grossly negligent in carrying out or failing to carry out obligations under this agreement;

- (e) if the Caretaker is an individual and it is convicted upon indictment of any criminal charge;
 - (f) if the Caretaker sells or transfers its interest in the Manager's Unit without at the same time selling or assigning its interest in this Agreement as required by this Agreement;
 - (g) a Related Agreement is terminated;
- 10.2 If the Caretaker makes default at any time the Body Corporate may at its election by notice in writing at any time terminate this Agreement. Termination of this Agreement is without prejudice of the rights of the Body Corporate in respect of the default by the Caretaker.
- 10.3 If the Body Corporate fails to perform or observe any of its obligations and duties under this Agreement within 60 days after written notice from the Caretaker specifying the failure and requiring its rectification, the Caretaker may by written notice terminate this Agreement.
- 10.4 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:
- (i) the Body Corporate's rights to terminate this Agreement are limited to those set out in the Act and the Regulation Module (for example section 145 of the Act and sections 128 and 129 of the Accommodation Module) subject to the Body Corporate complying with section 126(1) of the Act; and
 - (ii) the Body Corporate cannot rely upon an event of default in clause 10 of this Agreement to refuse its consent to a transfer or assignment of this Agreement by the financier or Controller (as the case may be), or to terminate this Agreement once a transfer or assignment by the financier or Controller (as the case may be) has taken effect,
- provided that nothing in this clause prevents the Body Corporate terminating this Agreement in accordance with the Act or the Regulation Module.

11. CARETAKER'S LOTS

- 11.1 The Caretaker must, or if it is a company it or its Controller must own or otherwise have the right to occupy the Caretaker's Lot.
- 11.2 If, under Clause 11.1, the registered owner of the Caretaker's Lots is some person or persons other than the Caretaker, the Caretaker must if requested by the Body Corporate procure such person or persons to enter into a Deed of Covenant with the Body Corporate (to be prepared by the Body Corporate at the expense of the Caretaker) to be bound by the terms of this Agreement as far as they relate to the Caretaker's Lot.
- 11.3 If the Body Corporate gives its consent under this Agreement to an assignment of the Caretaker's interest in this Agreement, the Caretaker or the owner of the Caretaker's Lot will be required to sell the Caretaker's Lot so that upon such assignment and sale, there will be compliance with this clause.
- 11.4 Upon the expiry or sooner termination of this Agreement, the Caretaker will cause the sale of the Caretaker's Lot to the party to whom the Body Corporate enters into an agreement on terms similar to those contained in this Agreement.

- 11.5 The purchase price of the Caretaker's Lot under this clause will be as agreed, or failing agreement as determined by a registered valuer nominated by the President of the Australian Institute of Valuers and Land Economists (Queensland Chapter). The valuer's costs will be paid by the Body Corporate except in the case of termination of this Agreement as a result of a breach by the Caretaker, in which case the valuer's costs will be paid by the Caretaker.
- 11.6 The terms and conditions of a sale referred to under this clause will be those contained in the standard REIQ Contract applicable to the sale of community title lots current at the time of such sale, and will provide for a 5% deposit and completion 30 days after the date of the Contract.

12. LETTING BUSINESS

- 12.1 If the Caretaker or an Associated Party has entered into a Letting Agreement with the Body Corporate contemporaneously with entering into this Agreement, the parties acknowledge and agree that:
- (a) a default under the Letting Agreement will constitute a default under this Agreement, and vice versa;
 - (b) upon the expiration or termination of the Letting Agreement, this Agreement will expire or terminate on the same date; and
 - (c) the Body Corporate need not give its consent to an assignment of this Agreement unless the Caretaker assigns to the proposed assignee at the same time its interest in the Letting Agreement.

13. DELIBERATELY OMITTED

14. OCCUPATION AUTHORITY

- 14.1 The Body Corporate grants the Caretaker the exclusive right to use and occupy the area identified on the Occupation Authority Plan to assist the Caretaker in performing its duties under this Agreement.

15. COMPLIANCE

- 15.1 The Parties agree to comply with the provisions of all statutes regulating or related to this Agreement.

16. FURTHER ASSURANCES

- 16.1 Each party must promptly or at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

17. SEVERABILITY

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

18. ENTIRE UNDERSTANDING

- 18.1 This Agreement:
- (a) contains the entire Agreement and understanding between the Parties on everything connected with the subject matter of this Agreement;

- (b) supersedes any prior agreement or understanding or anything connected with that subject matter.

18.2 Each Party has entered into this Agreement without relying on any representation by any other Party or any person purporting to represent that Party.

19. VARIATION

19.1 An amendment or variation to this Agreement is not effective unless it is in writing and signed by the Parties.

20. WAIVER

20.1 A Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

20.2 The exercise of a power or right does not preclude either its exercise in the further or the exercise of any other power or rights.

20.3 A waiver is not effective unless it is in writing.

20.4 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.

21. COSTS AND DISBURSEMENTS

21.1 Each party must pay its own costs and disbursements connected with the negotiation, preparation and execution of this Agreement.

21.2 The Caretaker shall pay all duties associated with this Agreement.

22. NOTICES

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

- (a) delivered by hand at the address of the addressee set out in this Agreement or subsequently notified;
- (b) sent by post, postage pre-paid, to that address; or
- (c) sent by facsimile to the facsimile number of the addressee.

22.2 A Notice is deemed given and received:

- (a) if delivered, upon delivery;
- (b) if sent by post on the second Business Day (to the address to which it is posted) after posting; or
- (c) if sent by facsimile before 5.00pm on a Business Day at the place of receipt on the day it is sent or otherwise on the next Business Day at the place of receipt.

22.3 Despite the previous clause, 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 relevant facsimile has been sent.

23. GOVERNING LAW AND JURISDICTION

- 23.1 The law of Queensland governs this Agreement.
- 23.2 The parties submit to the non-exclusive jurisdiction of the courts of Queensland and consent to all claims and disputes in relation to this Agreement being instituted in the central Brisbane jurisdiction.

24. CARETAKER'S LEAVE

- 24.1 The Caretaker shall have the right to appoint a suitable person to carry out the Caretaker's functions and duties pursuant to this Agreement in the event of an emergency arising or annually for a period or periods totalling four (4) weeks for the purposes of allowing the Caretaker a holiday for that period each year.
- 24.2 On each occasion details of the proposed replacement shall be provided to the Body Corporate at least one (1) calendar month prior to the commencement of the Caretaker's proposed holiday, and the Body Corporate shall as soon as reasonably practicable by notice to the Caretaker advise of the Body Corporate's approval or otherwise of the proposed replacement provided that such details need only be provided twenty-four (24) hours prior to any proposed holiday for urgent family, business or personal reasons.
- 24.3 The Body Corporate shall not unreasonably withhold its consent to the Caretaker's replacement.
- 24.4 It shall be a matter for the Caretaker to ensure the replacement adequately performs the Caretaker's Duties and obligations under this Agreement, and any breach of this Agreement by the replacement shall be deemed a breach by the Caretaker.
- 24.5 Any remuneration payable to the Caretaker's replacement shall be the responsibility of the Caretaker.

SCHEDULES OF CARETAKERS SPECIFIC DUTIES

1. Cleaning Duties – Specific

To maintain in a clean and tidy condition, using normal commercial practices, those areas of Common Property and elsewhere as nominated, defined at the frequency indicated.

TASK	ITEM	DETAILS	FREQUENCY
1.	Carpark Area	Sweep or hose dirt and rubbish.	Weekly and/or as required
		Replace blown light bulbs	Weekly and/or as required
2.	Pool Area (including wading and plunge pool)	Clean pool surrounds and keep ordered.	Daily and/or as required
3.	Communal recreation (BBQ, sauna and store/plant room)	Clean and remove rubbish and maintain consumable supplies.	Daily and/or as required
4.	Toilets	Clean, remove rubbish and maintain consumable supplies	Twice Daily and/or as required
5.	Common hallways, foyers, lifts	Vacuum carpets, dust rails, window frames, stairs and entries sills, skirting etc, clean lift indicator panels, clean tiled areas, garbage chute rooms, bin areas, clean windows and glass doors	Weekly as required. Inspect daily.
		Sweep and clean fire stairs, carparks, remove cobwebs.	Quarterly and/or as required
6.	Footpath at entrance	Sweep and clean, remove rubbish	Daily and/or as required

2. Gardening Duties – specific

To maintain all common area gardens and facilities to a satisfactory commercial standard at the frequency indicated.

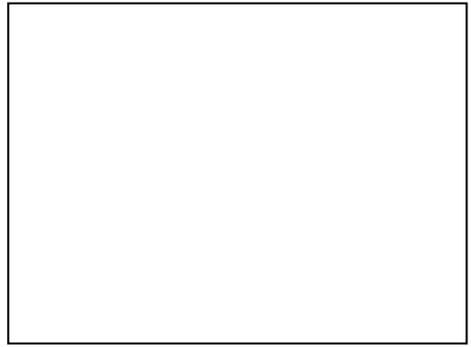
TASK	ITEMS	DETAILS	FREQUENCY
1.	Gardens	Ensure any watering system maintained in good working order and make necessary adjustments to timer to comply with rostered watering days.	Weekly and/or as required
		Remove all weeds	Weekly and/or as required
		Trim or prune plants, replace as necessary	Weekly and/or as required

		Fertilise	Quarterly and/or as required
2.	Lawns	Mow	Weekly and/or as required

Executed as an Agreement the _____ day of

20 .

The Common Seal of Stanworth]
Residences Community Titles Scheme]
was affixed this _____ day of]
20 _____ in the presence of:]



A witness

Full name of witness

Chairman

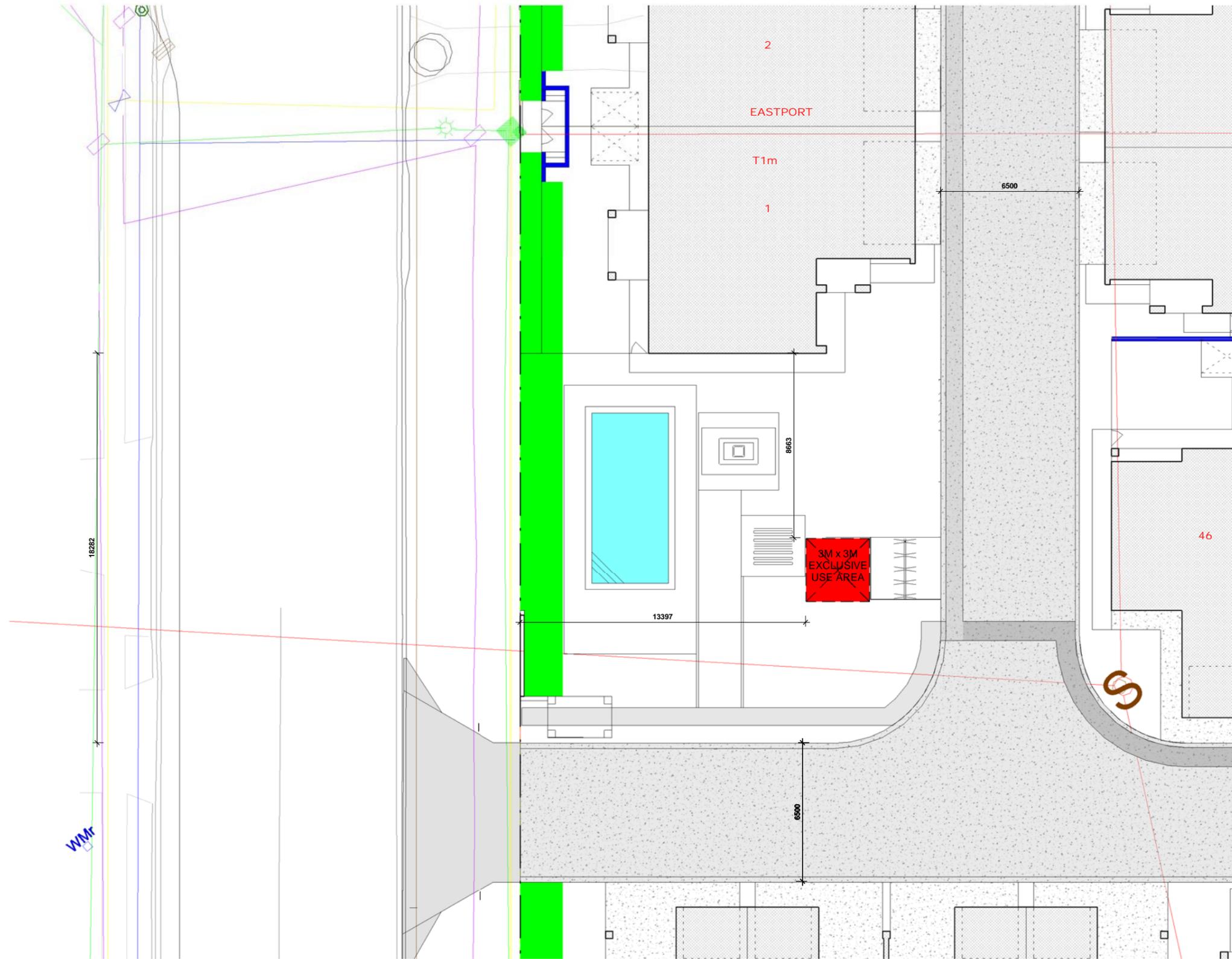
Signed Sealed and delivered by _____]
_____]
as Caretaker _____]
the _____ day of _____ 20 _____]
in the presence of _____]



A witness

Full name of witness

ANNEXURE A
OCCUPATION AUTHORITY PLAN



ABN 22 010 071 744
 DESIGNERS AND BUILDERS
 OF QUALITY HOMES EST. 1952
 301/50 MARINE PARADE
 SOUTHPORT Q 4215
 P. 07 5528 0111
 F. 07 5528 0333

No.	Description	Date
U	PRIOR BA ISSUE	22.05.19
V	BA ISSUE	18.06.19

Project
 MULTIPLE DWELLING UNITS
Location
 97-107 STANWORTH RD, BOONDALL
Client
 NOVEADECK PTY LTD

Sheet Name
 OCCUPATIONAL AUTHORITY PLAN
Scale
 1 : 200
Project Number
 4920
Drawn by
 AW
Drawing Number
 BA-04
Date
 MAY 2019
Revision
 V



SCHEDULE 9

Letting Contract

**BODY CORPORATE FOR THE STANWORTH RESIDENCES COMMUNITY TITLES
SCHEME**

(“BODY CORPORATE”)

AND

(“LETTING AGENT”)

LETTING AGENTS AGREEMENT



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Web: <http://www.warlowscott.com.au>
###:###

LETTING AGENTS AGREEMENT – STANWORTH RESIDENCES COMMUNITY TITLES SCHEME

This Agreement is made the day of 2019.

BETWEEN: The Body Corporate for Stanworth Residences Community Titles Scheme c/-
QBS Strata Management Pty Ltd, PO Box 1079 Oxenford QLD 4210;

(“Body Corporate”)

AND:

(“Letting Agent”)

INTRODUCTION:

- A The Body Corporate has the power to grant the right to conduct the Letting Agent Business and to enter into an agreement for the provision of Letting Services.
- B The Body Corporate will grant the Letting Agent the right to conduct the Letting Agent Business, and the Letting Agent will provide the Letting Services.
- C The Parties wish to record the terms of their agreement on the following terms:

IT IS AGREED:

1. DEFINITIONS

1.1 Unless the context otherwise requires:

“Act” means the *Body Corporate and Community Management Act 1997*.

“Agreement” means this agreement and all its schedules.

"Associated Party" means:

- (a) in the case of a corporation, a director, secretary or shareholder of that corporation;
- (b) in the case of an individual, a corporation in which the individual is a director, secretary, or shareholder;
- (c) in the case of a partnership, the partners and management staff of the partnership.

“Body Corporate” means the Body Corporate for the Scheme.

"Body Corporate Assets" means the Body Corporate assets for the Scheme.

"Building" means any of the buildings located on the Scheme Land.

"Caretaker" means the caretaker under the Caretakers Agreement.

"Caretaker's Agreement" means the agreement entered into with the Body Corporate with the Caretaker.

"Commencement Date" means the day of 20 and ending 25 years later on the day of 20 .

"The Committee" means the Committee of the Body Corporate.

"Common Property" means the Common Property of the Scheme.

"Complex" means the Lots and Common Property comprised in the Scheme.

"Letting Agent" means the Letting Agent appointed by the Body Corporate for the Scheme.

"Letting Agent Business" means:

- (a) the letting of Lots for residential tenancies;
- (b) the sale of Lots;
- (c) the hiring of equipment or items the Letting Agent considers desirable and that are not contrary to the interests of the Body Corporate and Owners and the hiring or renting of storage space (if any) comprising any part of the Letting Agent's Lot;
- (d) the provision of any other ancillary services or goods commonly provided in connection with the letting of lots in a complex of the nature of the Property and/or which the Letting Agent wishes to provide.

"Letting Agent's Lot" means that Lot in the Scheme of which the Caretaker or Associated Party is the registered proprietor.

"Letting Services" means the services, duties and obligations of the Letting Agent under this Agreement.

"Lots" means lots in the Scheme.

"Nominee" means the person nominated by the Body Corporate.

"Owners" means the owners of Lots included in the Scheme and includes mortgagees in possession.

"Plan" means the Survey Plan registered for the Scheme.

"Property" means all land comprised in the Scheme and all improvements erected on the land. Where the context permits the definition extends to all adjoining land over which the Body Corporate has easement rights.

"Regulation Module" means the regulation module applying to the Scheme.

"Related Agreement" means any agreement entered into by the Letting Agent with the Body Corporate for the provision of caretaking or other services.

"Related Person" means a person or persons who are the directors or shareholders of the Letting Agent who in the reasonable opinion of the Body Corporate hold effective control of the Letting Agent.

"Representative of the Letting Agent" means:

- (a) where the Letting Agent is a corporation, its officers, managers, employees or agents; and
- (b) where the Letting Agent is an individual, his employees or agents.

"Scheme" means the Stanworth Residences Community Titles Scheme .

"Scheme Land" means the Scheme land identified on the Plan.

"Term" means a period of twenty-five (25) years from the Commencement Date.

2. INTERPRETATION

2.1 Reference to:

- (a) One gender includes the other genders.
- (b) Singular includes the plural and the plural includes the singular.
- (c) A person includes a body corporate.
- (d) A party includes the parties' executors, administrators, successors and permitted assigns.
- (e) A statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of the Statutory Provision.
- (f) All monetary amounts are in Australian dollars, unless otherwise stated.
- (g) If a party consists of more than one person then this Agreement binds them jointly and each of them separately.
- (h) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.
- (i) A party which is a trustee is bound both personally and in its capacity as a trustee.
- (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) If an act must be done, or the last day upon which it may be done, falls on a specified day which is not a Business Day, the act must be done instead on the next Business Day.

3. APPOINTMENT AND TERM

- 3.1 The Body Corporate appoints the Letting Agent for the Term to conduct the Letting Services from the Commencement Date being the day of 20 and ending 25 years later on the day of 20 .

4. LETTING AGENT BUSINESS

- 4.1 The Body Corporate authorises the Letting Agent to conduct a Letting Agent Business for the Scheme during the Term.

5. ACKNOWLEDGEMENT

- 5.1 The Letting Agent acknowledges that Owners are free to choose whether or not they use the services of the Letting Agent or instead, use the services of some other person.

- 5.2 The Body Corporate and the Letting Agent acknowledge and agree that:

- (a) no remuneration is payable by the Body Corporate under this Agreement or is attributable or apportionable for the conducting of the Letting Agent Business or providing the Letting Services.
- (b) the Letting Agent is entitled to receive commission and/or fees for providing the Letting Agent Business or the Letting Services from such of the Owners in the Scheme. Any commission and/or fees received by the Letting Agent will be at the rate agreed between the Letting Agent and the consumer of those Letting Services.
- (c) The Body Corporate will not authorise the conduct of the Letting Services from any Lot in the Scheme other than the Letting Agent's Lot during the Term.
- (d) The Owner of a Lot may at its discretion engage persons other than the Letting Agent for the provision of Letting Services.
- (e) The Body Corporate makes no representation that Owners will appoint the Letting Agent as Letting Agent or use the Letting Agent to provide Letting Services.

- 5.3 The Body Corporate consents to the Letting Agent registering and using a business name incorporating the name of the Scheme (excluding "Community Titles Scheme") or any part of it for the Term.

6. LETTING AGENT'S OBLIGATIONS

- 6.1 The Letting Services may be carried out by the Letting Agent or the Representative of the Letting Agent.

- 6.2 The Letting Agent must conduct the Letting Agent Business and will provide the Letting Services from the Letting Agent's Lot or from any other part of the Property designated for use by the Letting Agent for that purpose.

- 6.3 The Letting Agent must:

- (a) offer Letting Services for the Owners who require that service;
- (b) conduct the Letting Services in a competitive manner to the standard reasonably expected of a development of this type;
- (c) use reasonable endeavours to improve and expand the letting of Lots and to act at all times to further the interests of the Body Corporate and the Owners;
- (d) obtain and comply with all necessary permits, consents or licenses required to provide the Letting Services;
- (e) maintain and staff a reception area from or adjacent to the Letting Agent's Lot during such hours as are reasonably necessary for the proper conduct of the Letting Services;
- (f) treat all Owners fairly;
- (g) not discriminate between Owners in the Scheme when letting Lots;
- (h) not give or take any secret commission;
- (i) keep proper records of all lettings and account to the Owners regularly regarding lettings and expenditure incurred in conjunction with those lettings;
- (j) accept the right of Owners to use other Letting Services and must not harass Owners in any way to obtain listings for the Letting Services;
- (k) only let a Lot for those purposes permitted by the by laws for the scheme;
- (l) supervise the standard of tenants of all lettings arranged by it and ensure so far as practicable that no nuisance is created on the Scheme Land and that the Building and Lots in the Scheme are not brought into disrepute;
- (m) reside, or if the Letting Agent is a corporation, ensure that the person operating the Letting Agent Business, resides in the Letting Agent's Lot; and
- (n) keep the Letting Agent's Lot clean and tidy and ensure that the Letting Agent Business is open and staffed at all times during normal office hours.

6.4 If an Owner engages another person to provide services to the Owner's lot, to assist that person provide those services (including making the lot available for inspection) without demanding any payment or compensation for that assistance.

7. LETTING AGENTS CONDUCT

7.1 The Letting Agent must:

- (a) act honestly, fairly and professionally in conducting the Letting Agent Business;
- (b) exercise reasonable skill, care and diligence in conducting the Letting Agent Business;
- (c) as far as practicable, act in the best interests of the Body Corporate and individual lot owners, unless it is unlawful to do so;

- (d) take reasonable steps to ensure an employee of the Letting Agent complies with the Act, in conducting the Letting Agent Business;
- (e) not engage in fraudulent or misleading conduct in conduct in the Letting Agent Business;
- (f) not engage in unconscionable conduct in conducting the Letting Agent Business under the Letting Agent's authorisation;
- (g) not:
 - (i) cause a nuisance or hazard on Scheme Land; or
 - (ii) interfere unreasonably with the use or enjoyment of a Lot included in the Scheme; or
 - (iii) interfere unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property; or
 - (iv) otherwise behave in a way that unreasonably affects a person's lawful use or enjoyment of a Lot or Common Property.
- (h) take reasonable steps to ensure goods and services the Letting Agent obtains for or supplies to the Body Corporate are obtained or supplied at competitive prices.

8. BODY CORPORATE'S OBLIGATIONS

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

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

a business the same or similar to the Letting Business.

8.2 To the extent that it can lawfully so covenant, the Body Corporate will:

- (a) ensure that the Common Property is cleaned and maintained to the standard of a complex of the nature as the Complex; and
- (b) co-operate with the Letting Agent in taking all action reasonably and practically necessary to stop any person or entity from conducting in the Complex a business the same or similar to the Letting Business.

9. SIGNS

9.1 The Letting Agent may at its own cost, erect or procure the erection of signs in or about this Scheme Land for the purpose of promoting and advertising the Letting Services. Those signs must be of a size, type and design and be placed in locations approved of in writing by the Committee.

9.2 Upon the expiry or termination of this Agreement the Letting Agent must remove any signs erected pursuant to this clause and restore the surfaces of the effected Scheme Land to its original condition.

10. INSTRUCTIONS

- 10.1 The Body Corporate must:
- (a) nominate one person to communicate with the Letting Agent on its behalf; and
 - (b) notify the Letting Agent in writing of the appointment of that Nominee or its replacement.
- 10.2 The Letting Agent must:
- (a) confer with the Nominee concerning the Letting Services; and
 - (b) attend any general meeting or Committee meeting of the Body Corporate if requested and given reasonable notice by the Nominee.

11. ASSIGNMENT

- 11.1 The Letting Agent must not assign its interest in this Agreement unless it obtains the Body Corporate's consent.
- 11.2 The Body Corporate must:
- (a) not unreasonably, arbitrarily or capriciously refuse or delay giving its consent to any proposed assignment; and
 - (b) give its consent or refusal to any proposed assignment within 30 days of the Letting Agent giving to it the information reasonably necessary for the Body Corporate to properly consider the proposed assignment.
- 11.3 Before giving its consent to any proposed assignment, the Body Corporate will be entitled to require:
- (a) satisfactory evidence that the proposed assignee and any Associates are financially sound and reputable, responsible, respectable and capable of satisfactorily performing the Letting Services; and
 - (b) two business references, two personal references and a bank reference of the proposed assignee and any Associates.
- 11.4 As a condition of giving its consent to any assignment, the Body Corporate will be entitled to require:
- (a) that the proposed assignee execute in favour of the Body Corporate a Deed of Covenant to comply with the terms of this Agreement;
 - (b) that the Letting Agent pay to the Body Corporate all legal costs incurred by it in giving its consent;
 - (c) if the proposed assignee is a company, other than a public company, personal guarantees from the working directors and principal shareholders; and

- (d) that the assignee, or if it is a company, it or the Related Person become the registered owner of the Letting Agent's Lot and is also the assignee of rights to act as Caretaker in respect of the Scheme.

11.5 The Body Corporate must not require or receive any premium, payment or benefit for any request to consent or consent given under this clause, except as provided in Clause 11.4(b).

12. TERMINATION

12.1 Each of the following events constitute a default by the Letting Agent:

- (a) the Letting Agent breaches an obligation under this Agreement and in the Body Corporate's reasonable opinion:
 - (i) the non observance can be remedied but the Letting Agent does not remedy it within 14 days after receiving written notice from the Body Corporate requiring rectification;
 - (ii) the non-observance is substantial and can not be remedied or compensated for; or
 - (iii) the non observance can not be remedied but the Body Corporate can be compensated and the Letting Agent does not pay the Body Corporate compensation for the breach within 30 days after the Body Corporate gives it a notice to pay.
- (b) becomes insolvent or is subject to a form of external administration under the Corporations Law or is subject to a sequestration order.
- (c) persistently and repeatedly breaches this Agreement (which shall mean at least 5 material breaches in any one year of the Term) despite the fact that individual breaches may from time to time be remedied;
- (d) engages in misconduct or is grossly negligent in carrying out or failing to carry out obligations under this agreement;
- (e) if the Letting Agent is an individual and is convicted upon indictment of any criminal charge;
- (f) if the Letting Agent sells or transfers its interest in the Letting Agent's Lot without at the same time selling or assigning its interest in this Agreement as required by this Agreement;
- (g) a Related Agreement is terminated;

12.2 If the Letting Agent makes default at any time the Body Corporate may at its selection by notice in writing at any time terminate this Agreement. Termination of this Agreement is without prejudice of the rights of the Body Corporate in respect of the default by the Letting Agent.

12.3 If the Body Corporate fails to perform or observe any of its obligations and duties under this Agreement within 60 days after written notice from the Letting Agent specifying the failure and requiring its rectification, the Letting Agent may by written notice terminate this Agreement.

12.4 If a financier of the Letting Agent acts in place of the Letting Agent or a Controller as defined in the Corporations Act 2001 is appointed by that financier to the Letting Agent in respect of this Agreement, the Body Corporate agrees with the Letting Agent that:

- (i) the Body Corporate's rights to terminate this Agreement are limited to those set out in the Act and the Regulation Module (for example section 145 of the Act and sections 128 and 129 of the Accommodation Module) subject to the Body Corporate complying with section 126(1) of the Act; and
- (ii) the Body Corporate cannot rely upon an event of default in clause 10 of this Agreement to refuse its consent to a transfer or assignment of this Agreement by the financier or Controller (as the case may be), or to terminate this Agreement once a transfer or assignment by the financier or Controller (as the case may be) has taken effect,

provided that nothing in this clause prevents the Body Corporate terminating this Agreement in accordance with the Act or the Regulation Module.;

13. DELIBERATELY OMITTED

14. LETTING AGENT'S LOT

14.1 The Letting Agent must, or if it is a company it or its Related Person must own or otherwise have the right to occupy the Letting Agent's Lot.

14.2 If, under the previous clause the registered owner of the Letting Agent's Lot is some person or persons other than the Letting Agent, the Letting Agent must procure such person or persons to enter into a Deed of Covenant with the Body Corporate (to be prepared by the Body Corporate at the expense of the Letting Agent) to be bound by the terms of this Agreement as far as they relate to the Letting Agent's Lot.

14.3 If the Body Corporate gives its consent to an assignment of the Letting Agent's interest in this Agreement, the Letting Agent or the owner of the Letting Agent's Lot will be required to transfer the Letting Agent's Lot so that upon such assignment and transfer, there will be compliance with this Agreement.

14.4 Upon the termination of this Agreement, the Letting Agent will cause the transfer of the Letting Agent's Lot to the party to whom the Body Corporate enters into an agreement on terms similar to those contained in this Agreement.

14.5 The purchase price of the Letting Agent's Lot under this clause will be as agreed, or failing agreement as determined by a registered valuer nominated by the President of the Australian Institute of Valuers and Land Economists (Queensland Chapter). The valuer's costs will be paid by the Body Corporate except in the case of termination of this Agreement as a result of a breach by the Letting Agent, in which case the valuer's cost will be paid by the Letting Agent.

14.6 The terms and conditions of a sale referred to in clause 14.4 will be those contained in the standard REIQ contract applicable to the sale of strata title lots current at the time of such sale, and will provide for a 5% deposit and completion 30 days after the date of the contract.

15. CARETAKING BUSINESS

15.1 If the Letting Agent has entered into a Caretaking Agreement with the Body Corporate contemporaneously with entering into this Agreement, the parties acknowledge and agree that:

- (a) a default under either of the Caretaking Agreement will constitute a default under this Agreement and vice versa;
- (b) upon the expiration or termination of the Caretaking Agreement, this Agreement will expire or terminate on the same date; and
- (c) the Body Corporate need not give its consent to an assignment of this Agreement unless the Letting Agent assigns to the proposed assignee at the same time its interest in the Caretaking Agreements.

16. COMPLIANCE

- 16.1 The Parties agree to comply with the provisions of all statutes regulating or related to this Agreement.

17. FURTHER ASSURANCES

- 17.1 Each party must promptly or at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

18. SEVERABILITY

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

19. ENTIRE UNDERSTANDING

- 19.1 This Agreement:

- (a) contains the entire Agreement and understanding between the Parties on everything connected with the subject matter of this Agreement; and
- (b) supersedes any prior agreement or understanding or anything connected with that subject matter.

- 19.2 Each Party has entered into this Agreement without relying on any representation by any other Party or any person purporting to represent that Party.

20. VARIATION

- 20.1 An amendment or variation to this Agreement is not effective unless it is in writing and signed by the Parties.

21. WAIVER

- 21.1 A Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

- 21.2 The exercise of a power or right does not preclude either its exercise in the further or the exercise of any other power or rights.

- 21.3 A waiver is not effective unless it is in writing.

- 21.4 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.

22. COSTS AND DISBURSEMENTS

- 22.1 Each party must pay its own costs and disbursements connected with the negotiation, preparation and execution of this Agreement.
- 22.2 The Letting Agent shall pay all duties associated with this Agreement.

23. NOTICES

- 23.1 A notice or other communication ("Notice") connected with this Agreement has no legal effect unless it is in writing and:
- (a) delivered by hand at the address of the addressee set out in this Agreement or subsequently notified;
 - (b) sent by post, postage pre-paid, to that address; or
 - (c) sent by facsimile to the facsimile number of the addressee.
- 23.2 A Notice is deemed given and received:
- (a) if delivered, upon delivery;
 - (b) if sent by post on the second Business Day (to the address to which it is posted) after posting; or
 - (c) if sent by facsimile before 5.00pm on a Business Day at the place of receipt on the day it is sent or otherwise on the next Business Day at the place of receipt.
- 23.3 Despite the previous clause, 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 relevant facsimile has been sent.

24. LETTING AGENT'S LEAVE

- 24.1 The Letting Agent shall have the right to appoint a suitable person to carry out the Letting Agent's functions and duties pursuant to this Agreement in the event of an emergency arising or annually for a period or periods totalling four (4) weeks for the purposes of allowing the Letting Agent a holiday for that period each year.
- 24.2 On each occasion details of the proposed replacement shall be provided to the Body Corporate at least one (1) calendar month prior to the commencement of the Letting Agent's proposed holiday, and the Body Corporate shall as soon as reasonably practicable by notice to the Letting Agent advise of the Body Corporate's approval or otherwise of the proposed replacement provided that such details need only be provided twenty-four (24) hours prior to any proposed holiday for urgent family, business or personal reasons.
- 24.3 The Body Corporate shall not unreasonably withhold its consent to the Letting Agent's replacement.
- 24.4 It shall be a matter for the Letting Agent's to ensure the replacement adequately performs the Letting Agent's Duties and obligations under this Agreement, and any breach of this Agreement by the replacement shall be deemed a breach by the Letting Agent's.

24.5 Any remuneration payable to the Letting Agent's replacement shall be the responsibility of the Letting Agent.

25. GOVERNING LAW AND JURISDICTION

25.1 The law of Queensland governs this Agreement.

25.2 The parties submit to the non-exclusive jurisdiction of the courts of Queensland and consent to all claims and disputes in relation to this Agreement being instituted in the central Brisbane jurisdiction.

Executed as an Agreement the

day of

2019 .

The Common Seal of Stanworth]
Residences Community Titles Scheme]
was affixed this day of]
2019 in the presence of:]

A witness

Full name of witness



Chairman

Signed Sealed and delivered by]
as Letting Agent]
the day of 20]
in the presence of]

A witness

Full name of witness



SCHEDULE 10

Body Corporate Assets

Nil

SCHEDULE 11

Notice of No Pool Safety Certificate

COMPLETING THIS FORM

- Use BLACK pen only
- Print clearly in BLOCK LETTERS
- DO NOT use correction fluid – any amendments should be crossed out and initialled

The owner must complete this form if a pool safety certificate is not in effect for the pool when:

- selling a premises with a regulated pool or
- entering into an accommodation agreement (e.g. lease) for premises associated with a shared pool.

N.B. This form cannot be used for an accommodation agreement for premises with a non-shared pool (e.g. a private pool). For such premises, a pool safety certificate is required before an accommodation agreement can be entered into. This form only needs to be completed once, unless the required information changes after the form is completed.

1. DETAILS PROPERTY OWNER/S

OWNER 1 Please select title Mr Mrs Miss Ms Other

Surname

First name/s

OWNER 2

Please select title Mr Mrs Miss Ms Other

Surname

First name/s

CONTACT DETAILS

Postal address

Phone number

DETAILS PROPERTY PURCHASER/S

PURCHASER 1 Please select title Mr Mrs Miss Ms Other

Surname

First name/s

PURCHASER 2

Please select title Mr Mrs Miss Ms Other

Surname

First name/s

CONTACT DETAILS

Postal address

Phone number

PRIVACY STATEMENT: The Queensland Building and Construction Commission collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the *Building Act 1975*. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law. RTI: The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2003*.



CRN:
Action Officer:

Licence No:
File number:

SCHEDULE 12

Stormwater Maintenance Agreement

Maintenance Agreement

Maintenance Agreement

Tax Invoice

Agreement No:

NATIONAL MAINTENANCE SOLUTIONS PTY LTD ABN 42 156 044 834 (**we** or **us** or **our**) agrees to provide to the customer named in the Schedule below (**you**) the services described in the Schedule below (the **Maintenance Services**) in relation to the equipment described in the Schedule below (the **Equipment**) and, where applicable, any Additional Services (as later defined) and you agree to accept the provision of the Maintenance Services and, where applicable, the Additional Services (collectively the **Services**) on the terms and conditions set out in this document (including any Special Conditions set out in this document). This document will not bind us until it is signed by our authorised officer, at which time a contract for the provision of Services in relation to the Equipment (this **Agreement**) will arise without the need for us to give any further notice.

Schedule

FACILITIES MANAGEMENT PLAN				
Facilities Management Plan applies:	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Facilities Management Plan No:				

CUSTOMER	
Name:	
Trading as:	ACN/ABN:
Address:	
Telephone number:	Facsimile number:
Contact person:	Email address:

EQUIPMENT		
Model	Description	Serial No(s) (if applicable)

EQUIPMENT LOCATION AND SITE CONTRACT	
Address:	
Contact:	Telephone number:

MAINTENANCE SERVICES							
<p>Maintenance Services cover the cleaning and maintenance of the Equipment (including the StormFilter, Jellyfish Filter, OceanGuard and GPT) and the removal of Stormwater Waste from the Equipment (up to the Maximum Pollutant Load per Cartridge and within the GPT Maximum Storage Capacity), on and subject to the terms and conditions set out in this document.</p> <p>Stormwater Waste means pollutants and concentrations generated in typical stormwater run-off defined as the pollutants (gross pollutants suspended solids, metals, nutrients and hydrocarbons only) that exist within stormwater run-off that are generated from fully developed and stabilised (once building and construction work ceases) residential, commercial and light industrial (non-manufacturing) catchments and exhibit "typical" pollutant concentrations only as prescribed in "Managing Urban Stormwater: Harvesting and Reuse" published by the Department of Environment and Conservation NSW, 2006.</p>							
Estimated Maintenance Frequency - StormFilter :	Cartridge Type:	<input type="checkbox"/>	690mm	<input type="checkbox"/>	460mm	<input type="checkbox"/>	310mm
Estimated Maintenance Frequency - OceanGuard :	Maximum Pollutant Load per StormFilter Cartridge (in kgs) :						
Estimated Maintenance Frequency - Jellyfish Filter:	Maximum Pollutant Load per Jellyfish Filter Cartridge (in kgs):						
Estimated Maintenance Frequency - GPT :	GPT Maximum Storage Capacity (tonnes) :						

MAINTENANCE SPECIFICATIONS

Certification Services	Estimated Certification Frequency:
Authorised Additional Services Amount: \$	
Current rate for removal of Stormwater Waste in excess of Maximum Pollutant Load per Cartridge:	\$ per tonne
Current rate for removal of Stormwater Waste in excess of Jellyfish Filter Pollutant Load per Cartridge:	\$ per tonne
Current rate for removal of Stormwater Waste in excess of GPT Maximum Storage Capacity:	\$ per tonne

TERM

If a Facilities Management Plan is referred to in this Schedule: the Term is the "Term" referred to in the Facilities Management Plan and the Commencement Date is the "Commencement Date" referred to in the Facilities Management Plan.
If a Facilities Management Plan is not referred to in this Schedule:
Commencement Date:
Term: _____ months from the Commencement Date.

SERVICE CHARGES

If a Facilities Management Plan is referred to in this Schedule the charges for the Maintenance Services are included in the Rental Payments payable under the Facilities Management Plan. Any Additional Services will be charged at our prevailing rates and invoiced separately.
If a Facilities Management Plan is not referred to in this Schedule:
Billing Periods: _____ Monthly _____ 4-Monthly _____ Half-Yearly _____ Yearly
Maintenance Services Charge: \$ _____ plus \$ _____ GST = \$ _____ per billing period
Maintenance Services Charges are due and payable in advance on the _____ day of each Billing Period throughout the Term and are subject to adjustment in accordance with the terms and conditions set out in this document. Any Additional Services will be charged at our prevailing rates and invoiced separately.
Specified Percentage Increase (for Maintenance Services Charges): _____ %

ACCOUNTS PAYABLE CONTACT

Contact person:	Telephone number:
Email address:	

SIGNATURE OF CUSTOMER

You acknowledge and confirm that: (1) you have read and understood and agree to be bound by the Terms and Conditions set out in this document; and (2) all information provided by you is true and correct.

Signed for and on behalf of the Customer by a duly authorised officer of the Customer, who warrants that he/she has authority from the Customer to execute on its behalf and all information provided is true and correct.

Body Corporate Seal	Signature of Witness:	Date:	
	Chairman	Secretary	Committee Member
	Name of Witness:		
	Address of Witness:		
	Telephone Number:		
	Signature of Witness:	Date:	
	Chairman	Secretary	Committee Member
	Name of Witness:		
	Address of Witness:		
	Date:	Telephone Number:	

SIGNATURE OF NATIONAL MAINTENANCE SOLUTIONS PTY LTD

Authorised Officer:	Date:
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Services Agreement – Terms and Conditions

1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires: Billing Period, Commencement Date, Equipment, Equipment Location, Facilities Management Plan, Maintenance Specifications, Maintenance Services, Maintenance Services Charge, Maximum Pollutant Load per Cartridge, Services, Stormwater Waste and Term are as defined or referred to in the Schedule; ACL means The Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth); Additional Services has the meaning provided in clause 3(2); Additional Services Charges has the meaning provided in clause 4(4); Annual Recurrence Interval (ARI) has the meaning provided by the Bureau of Meteorology's Australian Water Information Dictionary; Business Day means any day on which banks are open for business in Australia, other than a Saturday or Sunday; GPT or Gross Pollutant Trap is as defined in the Schedule, and incorporates any or all Vortensity, Vortcapture and / or Vortechs product to which this Plan applies; GST means goods and services tax levied under A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation; Hazardous Waste means any waste material classified as "Hazardous Waste" or otherwise identified as having specific handling and disposal requirements by the Department of Sustainability, Environment, Water, Population and Communities; Schedule means the Schedule to this Agreement; words importing the singular include the plural and vice versa; headings shall be ignored in construing this Agreement; if any party is comprised of more than one person, those persons' obligations are joint and several; references to a party include references to that party's legal personal representatives, successors and permitted assigns; references to persons include references to corporations and other bodies and entities; references to statutes include all statutes amending, consolidating or replacing such statutes; and a reference to "\$" or "dollars" is a reference to the lawful currency of the Commonwealth of Australia.

2. Term

This Agreement commences on or with effect from the Commencement Date and, subject to clause 12, shall continue for the Term.

3. Provision of Services

(1) We will provide the Maintenance Services at the Equipment Location, at the Estimated Maintenance Frequency and at the times specified in clause 7. For the avoidance of doubt, Maintenance Services does not include any cleaning or maintenance of, removal from or other services in relation to the Equipment (including the StormFilter, OceanGuard, JellyFish and GPT) for or in respect of any Hazardous Waste, aggregates, concrete, debris, plastic, shingle, sediment or other waste contained on or within runoff derived from a 1 in 5 year Annual Recurrence Interval (ARI) or flood event, construction run-off or any other waste material other than Stormwater Waste. (2) We may, and you authorise us to, provide services in relation to the Equipment which are outside of and/or in addition to the Maintenance Services (Additional Services) (provided that where the cost of any Additional Services exceeds the Authorised Additional Services Amount specified in the Schedule, we will obtain your consent prior to undertaking those services). Such Additional Services may include, without limitation: (a) the cleaning or maintenance of the Equipment that does not fall under the scope of Maintenance Services (including, without limitation, the removal from the Equipment of any Stormwater Waste which is in excess of the Maximum Pollutant Load per Cartridge or the GPT Maximum Storage Capacity specified in the Schedule); (b) any additional time expended by us (including reasonable waiting time for any of our personnel at the Equipment Location) in performing the Maintenance Services as a result of any failure by you to comply with your obligations under clause 9 or any operation of the Equipment under abnormal conditions (including mains fluctuations or any contamination of the Equipment); (c) any additional time or costs expended by us arising from any delays or difficulties in accessing the Equipment Location or the Equipment (or any part of it) which are outside of our control; (d) the supply and installation of consumables specific to the Equipment, other than in accordance with the

Maintenance Specifications or other than where such consumables can be supplied and installed as part of the Maintenance Services without significant additional expense or increase in the time required to perform the Maintenance Services; (e) the supply of any consumables used by us to perform the Maintenance Services, in particular, any substances used to clean and maintain the Equipment; (f) clearing any gas accumulated in the Equipment that cannot be cleared by natural means (for example, ventilation); (g) the cleaning, maintenance, removal, handling, uplifting, treatment or disposal of any Hazardous Waste or any other waste material other than Stormwater Waste; (h) undertaking any remedial work in respect of the Equipment in accordance with clause 8(3); (i) undertaking any instruction or training in respect of your safety procedures and other requirements for accessing the Equipment Location; (j) pedestrian or traffic control; (k) removing pit covers using hydraulic or other similar means.

4. Charges

(1) If a Facilities Management Plan is referred to in the Schedule, then the charges for the Maintenance Services are included in the Rental Payments payable under the Facilities Management Plan. (2) If a Facilities Management Plan is not referred to in the Schedule, you must pay the Maintenance Services Charges at the times referred to in the Schedule. (3) If a Facilities Management Plan is not referred to in the Schedule, on each anniversary of the Commencement Date, we may increase the Maintenance Services Charges prevailing at the relevant time by the greater of: (a) any increases in the Index over the preceding 12 months; and (b) an amount (determined by us) of not more than the Specified Percentage Increase set out in the Schedule. "Index" means the Consumer Price Index (All Groups weighted average of eight capital cities) published by the Australian Bureau of Statistics (or an equivalent index, in the event that such index is discontinued or suspended). A certificate by us as to any increase in charges will be conclusive and binding on you. (4) Whether or not a Facilities Management Plan is referred to in the Schedule, we will invoice you separately at rates from time to time prevailing for the provision of any Additional Services (Additional Services Charges), which must be paid by you within 14 days of the date of each such invoice. Where current rates are specified in the Schedule, these will be subject to change in accordance with any changes in prevailing rates. (5) You must reimburse us on demand for the amount of any GST payable on any supply made by us under or in connection with this Agreement. (6) You must pay interest on any amount due but unpaid under this Agreement at 2% calculated from the due date for payment until the date on which the amount is paid. Such interest shall be calculated daily and is payable on demand. (7) You must pay all payments under this Agreement by way of direct debit or in such other manner as we may from time to time direct in writing. (8) All payments by you must be paid on demand or as provided for in the Schedule in funds that are immediately available to us. If a date for payment: (a) is not a Business Day, payment must be made on the preceding Business Day; or (b) falls on a day not contained in a month, the payment must be made on the last day of that month.

5. Hazardous Waste

(1) You must promptly inform us of any spill or activity on or proximate to the Equipment Location or catchment which may result in Hazardous Waste entering the Equipment. (2) We will not be liable for removing, uplifting, treating or disposing of any Hazardous Waste unless specifically agreed between you and us, in which case such services will be provided by us as Additional Services pursuant to clause 3(2). You must provide an appropriate facility at the Equipment Location to enable us to store any Hazardous Waste and pay or reimburse us all costs and expenses incurred by us in handling any Hazardous Waste. (3) You acknowledge that we may be convicted or otherwise held liable under statute or regulation as a result of your actions, inaccuracies or omissions in the description of the Hazardous Waste and its collection, deposit or retention. You agree to indemnify us and keep us indemnified against all losses,

liabilities, fines, costs, expenses and damages in respect of any prosecution, claim, action or conviction against us arising from or in connection with any such action, inaccuracy or omission by you.

6. Maintenance Personnel

(1) We will perform the Services using appropriately trained and qualified personnel. (2) We may subcontract the provision of any of the Services to a third party, provided that we will remain primarily liable to you for the provision of such Services.

7. Maintenance Times

(1) We will perform the Maintenance Services on the Equipment at the Estimated Maintenance Frequency specified in the Schedule and in accordance with the Maintenance Specifications. (2) The Maintenance Services and any Additional Services will be performed at a time agreed upon between you and us. If either party is unable to comply with the agreed time for the Services as a result of unforeseen events outside that party's control, it will notify the other party as soon as reasonably practicable, and you and us will agree another suitable time. (3) We will perform the Services between 9.00am and 5.00pm on Business Days agreed between you and us. If you require the Services to be performed outside these hours, an after-hours surcharge may be charged by us at our prevailing standard rates.

8. Certification Services

(1) Where "Certification Services" is selected in the Schedule, we will at the Estimated Certification Frequency specified in the Schedule: (a) inspect the Equipment to ascertain whether it complies with our operations and maintenance procedures and requirements (the Requirements); (2) where the Equipment complies with the Requirements, issue a certificate to you confirming this (Compliance Certificate); and (3) where the Equipment does not comply with the Requirements, advise you and work with you to complete any remedial work required to enable a Compliance Certificate to be issued, provided that the cost of such remedial work will be borne by you and any services provided by us will be charged as Additional Services, unless they fall within the scope of the Maintenance Services.

9. Consumables

If a Facilities Management Plan is referred to in the Schedule, we will replace any consumables supplied with the Equipment (including, without limitation, OceanGuard bags and broken filter cartridges) requiring replacement due to reasonable wear and tear or normal operating conditions (Authorised Conditions). For the avoidance of doubt, we will not be responsible for the replacement of any such consumables where the requirement for replacement arises other than due to Authorised Conditions, including, without limitation, a flood event or deliberate damage caused to the consumables.

10. Co-operation

(1) You must: (a) operate the Equipment at all times in accordance with the Facilities Management Plan (if applicable) and any specifications for the Equipment; and (b) comply with our reasonable instructions and directions in respect of the maintenance and operation of the Equipment. (2) You must grant access to the Equipment Location and make the Equipment available to our personnel and subcontractors to allow the Services to be provided. (3) You must notify us of any special safety regulations or other requirements for accessing the Equipment Location that must be observed by us during the performance of the Services and you must, prior to the commencement of any such Services, explain such requirements to our personnel and provide such additional training in respect of such requirements as may be reasonably necessary to ensure that our personnel can provide the Services safely and effectively. If any such instruction or training results in a significant increase in the time required to perform the Services, we may charge Additional Services Charges in respect of such increase. (4) Where we attend the Equipment Location to perform any Services, you must inform our personnel of any problems or other variations from the normal operation of the Equipment and will provide such other infor-

mation as our personnel may reasonably require in relation to the operation of the Equipment. (5) You must not, at any time without our prior written consent: (a) modify, repair or maintain the Equipment or permit any third party to do so; or (b) use any accessories or consumables as part of the operation of the Equipment other than in accordance with the specifications for the Equipment.

11. Acknowledgements

(1) You acknowledge and agree that: (a) to the full extent permitted by the ACL and other applicable laws, all express and implied terms, conditions, representations, warranties and guarantees are excluded and we do not give any guarantee, representation, warranty or assurance as to the care and skill, fitness for purpose or time for supply in relation to the provision of the Services. Nothing in this Agreement, however, will exclude, restrict or modify any rights or remedies which you may have for failure to comply with a guarantee under the ACL or any other applicable law; (b) to the full extent permitted by the ACL and other applicable laws, we are not liable for any indirect, consequential or economic loss or damage (including, without limitation, loss of profit) arising under or in connection with this Agreement; and (c) in any event, to the full extent permitted by the ACL and other applicable laws, our liability under or in relation to this Agreement or the provision of the Services (to the extent that the ACL does not apply) or for failure to comply with a guarantee under the ACL (subject to section 64A(3) of the ACL) (to the extent that the ACL applies), is limited to, at our option, one or more of the following: (i) in the case of goods supplied, to one or more of the following (as we may determine): replacing the goods or supplying equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired; (ii) in the case of services supplied, to one or more of the following (as we may determine): supplying the services again or paying the cost of having the services supplied again. (2) You acknowledge that the Services and any replacement parts or consumables supplied in connection with the Services will be supplied to you for business purposes. (3) You must: (a) immediately notify us where you become aware of any problem with or damage to the Equipment; and (b) take all reasonable steps to mitigate the effect of any problem or damage. (4) Where appropriate, reconditioned parts may be used instead of new spare parts. We will own any parts removed from the Equipment.

12. Insurance

You must, at your own cost, effect and keep current throughout the Term with a reputable and solvent insurer: (a) insurance for such amount of cover as is reasonably required by us against any loss, damage or injury of any kind whatever and however caused to any person or property arising out of the Equipment or its use, under a policy covering all such risks, including claims by third parties; and (b) insurance against any other loss, damage, injury or risk which we may reasonably require from time to time.

13. Termination

(1) We may terminate this Agreement if: (a) you breach any provision of this Agreement and fail to rectify that breach within ten (10) Business Days of written notice from us; or (b) you enter into, or any steps are taken to have you enter into, liquidation, provisional liquidation, receivership, receivership and management, administration, bankruptcy or any arrangement, reconstruction or composition with your creditors or any of them, or a controller is appointed with respect to any of your assets, you become unable to pay your debts to any person as they become due or you otherwise become insolvent; or (c) if a Facilities Management Plan is referred to in the Schedule, the Facilities Management Plan is terminated. (2) Termination of this Agreement is without prejudice to any remedies available to us and any rights or obligations of the parties that accrued prior to the time of termination.

14. Representations and Warranties

(1) You represent and warrant to us that: (a) you have full authority and all necessary consents to enter into and perform your obligations under this Agreement; and (b) the execution and performance by you of this Agreement will

not result in a breach of, or constitute a default under, any instrument to which you are a party or by which you are bound or violate any laws. (2) If you enter into this Agreement as a trustee of a trust (the Trust), then, you represent and warrants to us that: (a) you enter into this Agreement for a proper purpose of the trust; (b) you have power and authority under the Trust to enter into this Agreement; and (c) you have the right to be indemnified fully out of the trust property before the Trust's beneficiaries for all liabilities you incur under this Agreement.

15. General

We will not be responsible for any delay of failure to perform our obligation under this Agreement to the extent that such delay or failure is due to any cause beyond our reasonable control. (2) You must not assign, transfer or otherwise deal with any of your rights under this Agreement without our prior written consent. We may assign, transfer or subcontract any of our rights and obligations under this Agreement without your consent. (3) No waiver of any breach of this Agreement will be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No waiver of any breach will be deemed to be a waiver of any other or subsequent breach. (4) You irrevocably authorise us to set off without notice any money held by us on any account of yours against any money owing by you to us or any of our related bodies corporate. You must not exercise any right of set-off on any account. (5) This Agreement will be governed by and construed in accordance with the laws of New South Wales. (6) If any provision of this Agreement is found to be invalid or unenforceable in any jurisdiction, it will have no force or effect in that jurisdiction and will be severed from this Agreement in that jurisdiction without affecting the remaining provisions and without affecting the operation of this Agreement in any other jurisdiction. (7) You authorise us to insert the Commencement Date in the Schedule once the date of delivery of the Equipment is known (if a Facilities Management Plan is not referred to in the Schedule) and to complete and amend any other blank, incomplete or inaccurate particular appearing in the Schedule and to otherwise complete all necessary formalities to render this Plan complete and enforceable. (8) Any notice to or by a party to this Agreement: (a) must be in writing addressed to the other party or parties to this Agreement; (b) may be delivered in person, by pre-paid post or by facsimile transmission; and (c) is regarded as given by the sender and received by the addressee: (i) if by delivery in person, when delivered to the addressee; (ii) if by pre-paid post, on the third day after posting; and (iii) if by facsimile transmission, when transmitted to the addressee (provided that a report from the sending machine confirms successful transmission).



Attention:

Peter Honeyman
Heran Building Group Pty Ltd
analyst2@heran.com.au
07 5528 0111

Date:

31 January 2020

Validity Period:

30 Days

Prepared by:

Fotos Melaisis

Email:

fotos@oceanprotect.com.au

Mobile:

0452 223 686

Project Reference	10642 - 97-107 Stanworth Rd, Boondall
Region	QLD - SEQ
Council Authority	Brisbane City

Description	Quantity
Jellyfish JF2250-10-2	1.00

Annual Fee (+GST)	\$10,591.00
Contract Duration	5 Years

QUOTED PRICES ARE SUBJECT TO CONFIRMATION PENDING SITE INSPECTION

TERMS AND CONDITIONS IN ACCORDANCE WITH NATIONAL MAINTENANCE SOLUTIONS SERVICE AGREEMENT

GENERAL INCLUSIONS:

- Service reports
- Traffic & pedestrian controls
- Site Specific Safe Work Method Statement (SWMS) as required
- Servicing in accordance with relevant product specific operations & maintenance manual(s)

GENERAL EXCLUSIONS:

- Tipping of any regulated material, these can include but are not limited to the following:
 - Pesticides, herbicides, insecticides, solvents, fuels and stong acids.
- Additional servicing required as a result of construction site related pollutants
- Inspections after major storm events

PRODUCT SPECIFIC MAINTENANCE INCLUSIONS:

OCEANGUARD

- Service BY OTHERS every 4 months
 - Visual inspection and evaluation of OceanGuard pit insert components
 - Removal of accumulated sediment & pollutants
 - Tipping of waste materials at an approved waste disposal site

JELLYFISH

- Minor service every 6 months
 - Removal of floatables contained by maintenance access wall
 - Removal & rinsing of Jellyfish cartridges
 - Evaluation of Jellyfish cartridges
 - Removal of accumulated sediment (if required)
 - Wash down of deck level (if required)
- Cartridge replacement as required (Max 2 times over 5 years)
 - Removal & disposal of old cartridges from chamber
 - Supply & Installation of replacement cartridges into chamber
- Tipping of waste materials at an approved waste disposal site
 - Annual allowance of 100kgs of sediment per cartridge
 - Additional tipping is charged at a rate of \$300/m³ +GST

PAYMENT TERMS

All invoices are payable 30 days from date of invoice.

INTELLECTUAL PROPERTY AND COPYRIGHT

All information contained in our quotation, mechanical specifications, schedules, manuals and drawings remains the property of Ocean Protect; and shall not be disclosed or copied to any third party without the written permission of Ocean Protect.

SCHEDULE 13

ENERGY SUPPLY AGREEMENT



CENTRALISED ENERGY EQUIPMENT – MASTER AGREEMENT TERMS

This Master Agreement is between Origin Energy Electricity Limited (ABN 33 071 052 287) referred to as “us”, “we” or “our”) and the Premises Party specified in the Schedule (referred to as “you” or “your”).

SCHEDULE

Item 1: ORIGIN'S DETAILS

Origin Energy Electricity Limited, ABN 33 071 052 287
Address for notices: GPO Box 186 Melbourne Vic 3001
Telephone number: 1800 684 993
Representative: Mike Hamlin

Item 2: PREMISES PARTY'S DETAILS

Premises Party: Novadeck Pty Ltd
ABN: 65 602 273 932
Telephone number: 07 5528 0111
Representative: Glenn Hera (glenn@heran.com.au) Peter Honeyman (analyst2@heran.com.au)

Item 3: PREMISES & PLAN

Address of Premises: 97-107 Stanworth Road, Boondall Qld 4034
Description of Premises: residential complex of 78 townhouses
Plan: 1/RP209072; 7/RP209074; 4/209073

EXECUTED as an agreement

SIGNED for and on behalf of **Origin Energy Electricity Limited ABN 33 071 052 287** by its duly authorised representative in the presence of:

Signature of authorised representative

Name of authorised representative

Title of authorised representative

Date _____

SIGNED for and on behalf of **Novadeck Pty Ltd ABN 65 602 273 932** by its duly authorised representative in the presence of:

Signature of authorised representative

Name of authorised representative

Title of authorised representative

Date _____

Assignment and Assumption Agreement for Master Agreement between Origin Energy Electricity Limited and Novadeck Pty Ltd ABN 65 602 273 932 as the original Premises Party for 97-107 Stanworth Road, Boondall Qld 4034.

- A. The parties executing this Assignment and Assumption Agreement agree:
- (i) With effect from the Date of Assignment:
 - (a) the original Premises Party assigns to the Owners Corporation all rights and benefits under the Master Agreement and all Supply Orders to which, but for this Assignment and Assumption Agreement, the original Premises Party would have been entitled to on or after the Date of Assignment; and
 - (b) the Owners Corporation accepts the assignment of the original Premises Party's rights and benefits under the Master Agreement and all Supply Orders pursuant to clause A(i)(a) of this Assignment and Assumption Agreement.
 - (ii) With effect on and from the Date of Assignment, the Owners Corporation:
 - (a) assumes and must perform all obligations and discharge all liabilities under the Master Agreement and all Supply Orders that, but for this Assignment and Assumption Agreement, the original Premises Party would have been required to perform or discharge on and after the Date of Assignment; and
 - (b) is bound by and must comply with all other provisions of the Master Agreement and all Supply Orders which, but for this Assignment and Assumption Agreement, the original Premises Party would have been bound by on and after the Date of Assignment.
 - (iii) We consent to:
 - (a) the assignment of the rights and benefits under the Master Agreement and all Supply Orders to the Owners Corporation pursuant to clause A(i) of this Assignment and Assumption Agreement and acknowledge that the Owners Corporation is entitled to the rights and benefits under the Master Agreement and all Supply Orders to which, but for this Assignment and Assumption Agreement, the original Premises Party would have been entitled to on and after the Date of Assignment; and
 - (b) the Owners Corporation, pursuant to clause A(ii) of this Assignment and Assumption Agreement, assuming and performing the original Premises Party's obligations and discharging the original Premises Party's liabilities under the Master Agreement and all Supply Orders that arise or are to be performed or discharged by the original Premises Party on or after the Date of Assignment.
 - (iv) With effect on and from the Date of Assignment, we release the original Premises Party from all obligations and liabilities under the Master Agreement and all Supply Orders to be performed or discharged on or after the Date of Assignment.
 - (v) Nothing in this Assignment and Assumption Agreement:
 - (a) affects the original Premises Party's or our rights, liabilities or obligations under the Master Agreement and all Supply Orders before the Date of Assignment; or
 - (b) releases the original Premises Party or us from any obligation or liability under the Master Agreement and all Supply Orders arising before the Date of Assignment and the Owners Corporation does not assume any such obligation or liability.
 - (vi) On and from the Date of Assignment, the address and contact details of the Premises Party for the purpose of notices issued under the Master Agreement and all Supply Orders will be as notified by the Owners Corporation under the Agreement from time to time.
- B. Prior to executing this Assignment and Assumption Agreement, the Owners Corporation must provide us with a valid Australian Business Number.
- C. By signing this Assignment and Assumption Agreement, the Owners Corporation represents and warrants that:
- (i) it validly exists under the law of the place of its incorporation, has the power to sign this Assignment and Assumption Agreement, the Master Agreement and all Supply Orders and has all authority and rights needed to perform them;
 - (ii) all information it provides, or causes to be provided, to the other parties is accurate, up to date and complete; and
 - (iii) signing or performing this Assignment and Assumption Agreement, the Master Agreement and all Supply Orders will not breach, conflict with or infringe any other obligation, agreement, Regulatory Requirement or Encumbrance by which it is bound.

The Common Seal of
ABN

was affixed in the presence of:

Signature of Secretary

Name of Secretary

Signature of Chairman

Name of Chairman

Date _____

SIGNED for and on behalf of **Novadeck Pty Ltd ABN 65 602 273 932** by its duly authorised representative in the presence of:

Signature of witness

Name of witness

Signature of authorised representative

Name of authorised representative

Title of authorised representative

Date _____

SIGNED for and on behalf of **Origin Energy Electricity Limited ABN 33 071 052 287** by its duly authorised representative in the presence of:

Signature of witness

Name of witness

Signature of authorised representative

Name of authorised representative

Title of authorised representative

Date _____

1. THIS AGREEMENT

- 1.1 This Master Agreement is made up of these Master Agreement Terms and the Schedule.
- 1.2 To the extent of any inconsistency, the various parts of this Agreement prevail over the terms of each other part in the following order:
 - (a) these Master Agreement Terms;
 - (b) the Schedule;
 - (c) any special conditions to a Supply Order; and
 - (d) the remaining terms of the relevant Supply Order.
- 1.3 Capitalised terms used in this Agreement are defined in clause 36.
- 1.4 You acknowledge that you enter into this Agreement for the benefit of each Origin Company.
- 1.5 We hold the benefit of this Agreement (including the right to recover any Liability) for our self and on trust for each Origin Company and are entitled to enforce this Agreement (including any indemnity), whether by way of equitable, legal or statutory relief, for our self and on behalf of any Origin Company.

2. TERM

- 2.1 This Master Agreement starts on the Start Date and, subject to clause 35.3, continues until it is terminated by you or us.
- 2.2 The term of each Supply Order is as set out in the Supply Order.

3. SUPPLY ORDERS

- 3.1 Any services we provide pursuant to this Master Agreement must be provided under a Supply Order.
- 3.2 During the Term, you may request us to provide services at the Premises by making a written request to us specifying:
 - (a) the general nature of the services sought; and
 - (b) any other information we may request relating to the services sought.
- 3.3 We must respond to a request under this clause in writing and advise:
 - (a) that we do not agree to your request; or
 - (b) that we agree to provide the services, in which case, we will prepare a draft Supply Order and provide it to you.
- 3.4 If signed by both parties during the Term, each executed Supply Order forms a separate agreement between you and us.
- 3.5 The terms and conditions that will apply to each Supply Order are the terms set out in this Master Agreement and the relevant Supply Order. The terms of one Supply Order do not apply to the terms of any other Supply Order.
- 3.6 Each Supply Order must state our reference number for this Master Agreement.
- 3.7 We may nominate any Origin Company to be the provider of services and the party to a Supply Order.

4. OUR APPOINTMENT

- 4.1 You agree that we will:
 - (a) be the sole operator of the Centralised Energy Equipment; and
 - (b) offer Retail Services,

at the Premises.

5. YOUR INFRASTRUCTURE

- 5.1 You must, at no cost to us and as soon as practicable:
 - (a) in the case of a New Development, install, commission, operate, maintain and repair or arrange for the installation, commissioning operation, maintenance and repair of the Premises Party Infrastructure at the Premises;
 - (b) in the case of Retrofit Developments:
 - (i) replace or arrange for the replacement of, any Premises Party Infrastructure so that it is compatible with the Centralised Energy Equipment and operate, commission, maintain and repair or arrange for the operation, commissioning, maintenance and repair of the Premises Party Infrastructure at the Premises; and
 - (ii) give our Representatives access to remove the existing infrastructure which is being replaced with the Centralised Energy Equipment; and
 - (c) undertake all other infrastructure, plumbing, piping, electrical or other work at the Premises, required for us to install, commission, operate and maintain the Centralised Energy Equipment and provide the Retail Services.
- 5.2 The Premises, Premises Party Infrastructure and work undertaken under clause 5.1 must:
 - (a) be free from Defects;
 - (b) be fit for its usual purpose;
 - (c) be compatible with the Centralised Energy Equipment; and
 - (d) be installed, operated, maintained and repaired:
 - (i) in accordance with all Approvals and applicable Regulatory Requirements (including those relating to units within the Premises at which life support equipment is in use) and the Final Drawings for the Premises; and
 - (ii) in a safe, timely, competent, efficient and professional manner which meets or exceeds the requirements of Good Industry Practice.
- 5.3 You must promptly advise us of any Defects in relation to the Premises or Premises Party Infrastructure.
- 5.4 You must notify us:
 - (a) at least 10 Business Days before any planned outage or interruption; and
 - (b) as soon as possible of any unplanned outage or interruption,of the Premises Party Infrastructure which may affect our operation of the Centralised Energy Equipment or the supply of Retail Services to any Customer.
- 5.5 You must provide us with copies of the Proposed Drawings for the Premises before the time specified in a Supply Order. You must consult with us in relation to these drawings. If:

- (a) we notify you that we cannot install or operate the Centralised Energy Equipment or provide the Retail Services at the Premises due to the design shown in the Proposed Drawings; and
- (b) you do not change the design so that we can carry out the installation, operation and provide the Retail Services,

we may terminate the relevant Supply Order by notice to you, effective immediately.

- 5.6 After following clause 5.5, you must provide us with Final Drawings for the Premises acceptable to us including for the purposes of compliance with Regulatory Requirements.
- 5.7 If specified in a Supply Order, once the Centralised Energy Equipment is installed, you must connect that equipment to the Premises Party Infrastructure in accordance with all applicable Regulatory Requirements.
- 5.8 You must comply with all Regulatory Requirements at all times in relation to health, safety and the environment for the Premises and the Premises Party Infrastructure.
- 5.9 You must ensure that no aspect of the Premises (or its occupation by you or Customers) interferes with the operation and use of the Centralised Energy Equipment, including wireless transmission functionality for the remote reading of meters. You will undertake and pay for any alterations or works required at the Premises to remove any deficiency in wireless signal strength.

6. CENTRALISED ENERGY EQUIPMENT

- 6.1 We must supply, install and commission the Centralised Energy Equipment at the Premises at no cost to you (unless a cost is specified in a Supply Order):
 - (a) for New Developments, at the stage of construction requested by you, provided your request is in accordance with usual industry practice;
 - (b) for Retrofit Developments, once we have removed the equipment which is being replaced with the Centralised Energy Equipment;
 - (c) once we are satisfied that it is safe to do so;
 - (d) once any conditions precedent set out in a Supply Order have been satisfied or waived by us; and
 - (e) once all Approvals relating to the Premises, Premises Party Infrastructure or Centralised Energy Equipment have been obtained, if those Approvals are required to be obtained prior to the installation of the Centralised Energy Equipment.
- 6.2 The Centralised Energy Equipment must:
 - (a) be free from Defects;
 - (b) be fit for its purpose as specified in a Supply Order or if not specified, its usual purpose;
 - (c) be compatible with the Premises Party Infrastructure; and
 - (d) be installed, commissioned, operated, maintained and repaired:
 - (i) in accordance with all Approvals and applicable Regulatory Requirements

(including those relating to units within the premises at which life support equipment is in use); and

- (ii) in a safe, timely, competent, efficient and professional manner which meets or exceeds the requirements of Good Industry Practice.

- 6.3 You must promptly notify us, by contacting our National Response Centre by telephone on 1800 002 438, of any faults you identify with the Centralised Energy Equipment.
- 6.4 If we identify any faults with the Centralised Energy Equipment, we will, at our discretion, either replace or repair the faulty part of the Centralised Energy Equipment.
- 6.5 We may temporarily deactivate or remove (or both) all or part of the Centralised Energy Equipment at any time:
 - (a) if we believe it is appropriate in an emergency, for safety reasons, to protect the Centralised Energy Equipment or to prevent loss or damage being suffered by us or you; or
 - (b) for repairs, maintenance or testing, or to replace all or part of the Centralised Energy Equipment.

If we do so we must reactivate or reinstall the Centralised Energy Equipment as soon as reasonably practicable and must use best endeavours to avoid or minimise disruption to the Retail Services.

- 6.6 We must comply with all Regulatory Requirements at all times in relation to health, safety and the environment for the Centralised Energy Equipment.
- 6.7 We retain title to the Centralised Energy Equipment unless and until we transfer that title in accordance with this Agreement. You have no right to possession or custody of the Centralised Energy Equipment.
- 6.8 We retain title to the Remote Electronic System and title to that system will not pass to you in any circumstances, unless otherwise expressly agreed in the Supply Order.
- 6.9 You must provide or make available all assistance, information, utilities and amenities (such as electricity and water) reasonably necessary in order for us to perform our obligations under this Agreement, including for us to install, repair, maintain, operate, commission, remove and replace the Centralised Energy Equipment.
- 6.10 The parties agree that the Centralised Energy Equipment is a chattel and not a fixture.

7. ACCESS TO AND LICENCE OVER THE PREMISES

- 7.1 You grant us and our Representatives a non-exclusive licence to access the Premises, including the Common Property, as reasonably required for the purposes of this Agreement, including to allow us or our Representatives to:
 - (a) install, operate, inspect, maintain, repair, replace, disconnect, reconnect or remove the Centralised Energy Equipment;
 - (b) store equipment and materials on the Premises in connection with removal or installation, or the performance of any other obligation of ours under a Supply Order;

- (c) read, disconnect or reconnect any Meter; and
 (d) supply the Retail Services.
- 7.2 You grant us and our Representatives a non-exclusive licence over, and for the use and enjoyment of, those parts of the Premises where the Centralised Energy Equipment is to be installed or located and areas reasonably needed to access it.
- 7.3 You acknowledge and agree the access and use under the licences granted in clauses 7.1 and 7.2 will not interfere, to an unreasonable extent, with the use or enjoyment of any part of the Premises, including the Common Property.
- 7.4 You must ensure our Representatives' access to the Premises is safe, convenient and unhindered. You must ensure our Representatives can access the Premises:
- (a) immediately if we need access urgently, for example, to prevent loss or damage being suffered by you, a Customer or us; or
 (b) otherwise between 9am – 6pm on a Business Day, within 3 Business Days of the date we contact you to arrange to do so; or
 (c) as otherwise specified in a Supply Order.
- 7.5 The licences in clauses 7.1 and 7.2 will automatically be created on and from the Start Date. They will continue until our Representatives have removed the Centralised Energy Equipment from the Premises or until title to the Centralised Energy Equipment transfers to you in accordance with this Agreement.
- 7.6 While accessing the Premises, our Representatives will comply with any reasonable procedures, including site safety procedures, relating to the Premises previously specified to us by you. Where you require us to comply with any such procedure, you must provide:
- (a) us with a written copy of it; and
 (b) training to all our Representatives accessing the Premises in how to comply with it.
- 7.7 You must notify us in writing of any special hazards or danger attaching to the Premises.
- 8. APPROVALS**
- 8.1 You must obtain any Approval relating to the Premises and the Premises Party Infrastructure, and, if specified in a Supply Order, Your Centralised Energy Equipment Approvals, within any time period set by the Regulatory Requirements or, if no such time period is set, then promptly and without delay.
- 8.2 We must obtain any Approval (other than Your Centralised Energy Equipment Approvals) relating to the Centralised Energy Equipment within any time period set by the Regulatory Requirements or, if no such time period is set, then promptly and without delay.
- 8.3 You must co-operate to facilitate the procurement of any Approval relating to the Centralised Energy Equipment within any time period set by the Regulatory Requirements.
- 8.4 A party may terminate a Supply Order immediately by notice to the other party, and clause 16 will apply, if any Approval is:
- (a) not obtained within any time period set by the Regulatory Requirements;
 (b) is obtained subject to conditions which impose obligations on that party or its equipment which are unacceptable to that party, acting reasonably;
 (c) where no time period is set by the Regulatory Requirements, not obtained promptly and without delay;
 (d) refused; or
 (e) revoked, terminated or otherwise ceases to apply.
- 8.5 We may terminate a Supply Order immediately by notice to you, and clause 16 will apply, if any condition precedent specified in that Supply Order is not met or waived by us within 24 months of the execution of the Supply Order by both parties. We may extend the 24 month period by notice to you.
- 9. MUTUAL OBLIGATIONS**
- 9.1 In performing its obligations under this Agreement, each party must:
- (a) comply with all Regulatory Requirements;
 (b) not, by its act or omission, place the other party in breach of any Regulatory Requirement or Approval; and
 (c) provide all things and take all measures necessary to protect people and property.
- 9.2 Any warranty or guarantee required by law to be incorporated into this Agreement is incorporated. Any warranty, guarantee or implied term which can be excluded by law is excluded.
- 10. YOUR OBLIGATIONS FOR CENTRALISED ENERGY EQUIPMENT**
- 10.1 You must:
- (a) prevent any damage to the Centralised Energy Equipment, including by securing the Centralised Energy Equipment in a locked area or as otherwise specified in a Supply Order;
 (b) notify us immediately if you become aware that any such equipment is missing, stolen or damaged; and
 (c) ensure that neither you nor any of your Representatives or any third party damages, tampers, interferes or otherwise deals with any part of the Centralised Energy Equipment, except where reasonably necessary for the purpose of public safety or preventing material damage to property.
- 10.2 You are responsible for, and must reimburse us for, any damage to or interference with any of the Centralised Energy Equipment located or installed at the Premises other than:
- (a) normal wear and tear; or
 (b) damage as a result of any act or omission by our Representatives.
- 10.3 If you require us to relocate the Centralised Energy Equipment to another location at the Premises, then you must obtain all necessary Approvals and pay all of our costs in doing so prior to us doing the work.

11. RETAIL SERVICES

- 11.1 We will offer to supply Retail Services to the occupants at the Premises:
- (a) once the relevant infrastructure is in place and we are satisfied it is safe to do so;
 - (b) subject to our standard credit, identification and other checks in relation to any Customer;
 - (c) on terms which include or are consistent with any customer term set out in a Supply Order; and
 - (d) except to the extent varied by paragraph (c), on our standard terms.
- 11.2 We will enter into agreements for Retail Services with individual Customers who elect to take up our offer and:
- (a) impose charges and fees on each Customer in respect of the supply of the Retail Services to that Customer (subject to clause 11.1);
 - (b) invoice each Customer for the supply of Retail Services to them on cycles determined by us;
 - (c) collect payment of accounts from each Customer; and
 - (d) connect and disconnect the Retail Services with each Customer,
- in each case in accordance with the terms of the relevant Customer agreement.
- 11.3 You must not disconnect any Customer's Retail Services or the Centralised Energy Equipment.
- 11.4 We may exchange information with our Related Bodies Corporate, Representatives and service providers where required to perform our obligations under this clause 11.
- 11.5 You must:
- (a) refer all matters relating to the Retail Services or individual Customer agreements to us; and
 - (b) not enter into any agreement, arrangement or undertaking with, or make any representation or give any undertaking or commitment to, a Customer concerning the Retail Services or their customer agreement.

12. INVOICING

- 12.1 If a Supply Order provides that you must pay an amount to us, we will issue invoices to you after the end of each calendar month in which an amount becomes payable by you.

13. PAYMENT AND DISPUTES

- 13.1 Unless you dispute an invoice or part of an invoice, you must pay the amount of a valid invoice to us by the Due Date.
- 13.2 If you fail to pay an invoice in full or in accordance with clause 13.5 by the Due Date, we may:
- (a) charge you Interest on the unpaid amount from the Due Date; and
 - (b) recover our costs of enforcing payment of the invoice from you.
- 13.3 Where you dispute an invoice you must provide us with written notice setting out why the amount of the invoice is incorrect by the Due Date.
- 13.4 We will assess your claim as soon as reasonably practicable and advise if we agree the original invoice was incorrect. If we do not agree with your

claim the dispute resolution procedures in clause 21 apply.

- 13.5 Where you dispute part of any invoice and the dispute is not resolved by the Due Date, you must pay by the Due Date the undisputed amount.
- 13.6 Once the dispute is resolved, if a party owes another party an amount it must pay that amount within 8 weeks from the date the dispute is resolved.

14. CUSTOMER DETAILS AND PRIVACY

- 14.1 Each party must comply with the *Privacy Act 1988* (Cth).
- 14.2 If we are unable to contact an owner or occupier of a unit (who is a current or potential Customer), you must use reasonable endeavours to assist us to deliver written communications from us to the owner or occupier at the unit.
- 14.3 We may collect, hold, use and disclose Personal Information about you, Customers or Personnel disclosed to us in the course of performing this Agreement or providing any Retail Services in accordance with our Privacy Policy and the applicable privacy collection statements (see originenergy.com.au/privacy).

15. TERMINATION

- 15.1 A party may terminate a Supply Order (in part or in full):
- (a) if the other party is subject to an Insolvency Event;
 - (b) if the other party is in breach of the relevant Supply Order and fails to remedy that breach within 1 month of receipt of a notice to do so;
 - (c) immediately upon notice to the other party if an event of Force Majeure which has been notified in accordance with clause 25 continues for more than 3 months in respect of that Supply Order;
 - (d) if any representation or warranty made by the other party is untrue or misleading (whether by omission or otherwise) when made.
- 15.2 Without limiting clause 15.1, we may terminate a Supply Order in the following circumstances:
- (a) in accordance with clause 5.5; or
 - (b) in accordance with clause 8.5.
- 15.3 Either party may terminate:
- (a) a Supply Order in accordance with clause 8.4; or
 - (b) this Master Agreement or any Supply Orders at any time by giving the other party not less than 6 months written notice, unless, in the case of a Supply Order, specified otherwise in that Supply Order.
- 15.4 If this Master Agreement is terminated in accordance with this clause 15, any and all Supply Orders entered into under this Master Agreement in place immediately prior to such termination will remain in effect until the earlier of:
- (a) the end of the relevant Supply Term; and
 - (b) the relevant Supply Order is terminated in accordance with this clause 15.
- 15.5 Termination of this Agreement is without prejudice to the rights of the parties occurring before the date of termination.

16. WHAT HAPPENS IF A SUPPLY ORDER IS TERMINATED

- 16.1 Subject to any applicable Regulatory Requirements, if a Supply Order is terminated for any reason we will cease supplying the applicable Retail Services under this Agreement from the date of termination.
- 16.2 In addition to any rights arising as a consequence of termination for breach, if a Supply Order is terminated for any reason other than termination by us under clause 15.3(b) and after the Centralised Energy Equipment has been installed at the Premises, then we may at our option:
- (a) sell the Centralised Energy Equipment to you and you must purchase the Centralised Energy Equipment from us. The date of the sale will be the date we notify you that we have elected to sell the Centralised Energy Equipment to you. The price payable by you for the Centralised Energy Equipment will be the value of the Centralised Energy Equipment as determined in accordance with the relevant Supply Order. Title to the Centralised Energy Equipment will pass to you once the invoice is paid in full;
 - (b) remove the Centralised Energy Equipment on reasonable notice; or
 - (c) forfeit the Centralised Energy Equipment to you, in exchange for the payment of the sum of \$1.00 on request. The date of the forfeiture will be the date we notify you that we have elected to forfeit the Centralised Energy Equipment to you. Title to the Centralised Energy Equipment will pass to you on the date of forfeiture,
- but if we terminate a Supply Order under clause 15.3(b), then only clause 16.1(b) or (c) will apply at our option, unless you and we agree in writing an alternative arrangement in relation to the Centralised Energy Equipment.
- 16.3 In addition to any rights arising as a consequence of termination for breach, if a Supply Order is terminated for any reason other than termination by us under clause 15.3(b) and before the Centralised Energy Equipment has been installed at the Premises, then we may require you to pay:
- (a) our administration costs as determined under the Supply Order;
 - (b) any other costs, charges and expenses incurred by us in connection with our performance, or preparation for performance, of the Agreement, provided that if a particular cost, charge or expense is attributable to Centralised Energy Equipment that we believe can be productively redeployed by us within 3 months from the date of termination then we will discount the amount you are required to pay in respect of that cost, charge or expense by the percentage specified in the Supply Order; and
 - (c) Interest on working capital allocated to, or expensed in relation to, the Supply Order, not exceeding the total amount specified in the Supply Order.
- 16.4 You must pay any amount payable under this clause 16 within 1 month of receipt of an invoice from us.

- 16.5 If title to the Centralised Energy Equipment is transferred to you in accordance with clauses 16.1(a) or (c), the Centralised Energy Equipment will transfer to you in the condition it is in at the date of the sale or forfeiture (as relevant) and all risk in the Centralised Energy Equipment will pass to you on that date. We will not be required to conduct any maintenance or repairs prior to (or after) transferring the Centralised Energy Equipment to you.
- 16.6 If we remove the Centralised Energy Equipment in accordance with clause 16.1(b), we will leave the Premises in a safe and functional condition (taking into account fair wear and tear). However, we will not remedy any aesthetic damage such as scratching or fading of walls or roof, or repair damage not caused by us or the Centralised Energy Equipment.
- 16.7 In this clause 16, the Centralised Energy Equipment does not include the Remote Electronic System unless otherwise expressly provided in the Supply Order.

17. ENTRY INTO THIS AGREEMENT BY OWNERS CORPORATION

- 17.1 This clause 17 only applies for New Developments. References to Supply Orders in this clause 17 refer to Supply Orders executed prior to the Date of Assignment.
- 17.2 You must register the Plan in respect of the Premises promptly or, if the Premises is in New South Wales, as soon as reasonably practicable.
- 17.3 If the Premises is in Queensland, South Australia, Victoria, Western Australia, the Australian Capital Territory or the Northern Territory, promptly after registration of the Plan you must procure the Assignment and Assumption Agreement be signed by both the Owners Corporation and by you, to give effect to the assignment and assumption documented in this clause 17.
- 17.4 If the Premises is in NSW, promptly after registration of the Plan and before settlement of any sales of units in the Premises, you must hold an inaugural general meeting of the Owners Corporation and procure the Assignment and Assumption Agreement be signed by both the Owners Corporation and by you, to give effect to the assignment and assumption documented in this clause 17.
- 17.5 You must provide us with a copy of the executed Assignment and Assumption Agreement immediately after it is executed and dated by you and the Owners Corporation.
- 17.6 The effective transfer of this Master Agreement and all Supply Orders will occur when the Assignment and Assumption Agreement is signed by all of the Owners Corporation, the original Premises Party and us.

18. WARRANTIES

- 18.1 Each party represents and warrants that:
- (a) it validly exists under the law of the place of its incorporation, has the power to sign this Agreement and has all authority and rights needed to perform it;
 - (b) all information it provides, or causes to be provided, to the other party is accurate, up to date and complete; and

- (c) signing or performing of this Agreement will not breach, conflict with or infringe any other obligation, agreement, Regulatory Requirement or Encumbrance by which it is bound.

18.2 The representations and warranties set out in this clause 18 are made, given and repeated on the Start Date, the Date of Assignment and each following day until all Supply Terms in respect of Supply Orders have ended.

19. PARTNERSHIPS AND TRUSTS

19.1 If you are a partner in a partnership, each partner is jointly and severally liable under this Agreement.

19.2 If you enter this Agreement as a trustee you represent and warrant in your own right and as trustee of the Trust, that as at the date of this Agreement and until such time as all your obligations under this Agreement are discharged:

- (a) you are the sole trustee of the Trust;
- (b) you have the requisite capacity and authority to enter this Agreement on behalf of, and to bind the beneficiaries of, that Trust and to perform all obligations under this Agreement pursuant to the documents governing that Trust; and
- (c) you have the right to be fully indemnified out of the assets of the Trust in relation to this Agreement and the assets of the Trust are sufficient to satisfy all obligations of the Trust under this Agreement.

20. INDEMNITIES AND LIABILITY

20.1 You indemnify us and our Representatives against any claim or from any Liability we incur or suffer in connection with or arising from this Agreement, relating to:

- (a) your breach of this Agreement, a Regulatory Requirement or an Approval or contributing to our breach of a Regulatory Requirement or an Approval;
- (b) your negligence or that of your Representatives; and
- (c) any personal injury, illness, disease or death of:
 - (i) any of your Representatives; and
 - (ii) any of our Representatives or any third party, but in this case only to the extent that such personal injury, illness, disease or death is caused or contributed to by an act or omission (whether negligent or otherwise) or by a breach of duty (whether statutory or otherwise) of you or your Representatives.

20.2 Neither party nor its Representatives are liable, and must not make a claim against, the other party for any Excluded Loss in connection with or arising from this Agreement.

20.3 Subject to clause 20.4, to the extent permitted by law, the total aggregate Liability of a party to the other party in connection with or arising from this Agreement is limited to the greater of:

- (a) \$100,000; and
- (b) the Installation Value of the Centralised Energy Equipment.

20.4 The limitation of Liability in clause 20.3 will not apply:

- (a) for any Liability for personal injury, illness, disease or death; or
- (b) to the extent that a party is either entitled to be indemnified or paid for that Liability under any insurance policy held by that party or would have been so entitled or paid if it had:
 - (i) complied with its insurance obligations under this Agreement;
 - (ii) promptly claimed, and diligently pursued, such claim under that insurance policy; and
 - (iii) complied with the terms and conditions of that insurance policy; or
- (c) for any Liability under the indemnity in clause 28.2.

21. DISPUTE RESOLUTION

21.1 All disputes must be dealt with in accordance with this clause 21.

21.2 The party claiming the dispute must give a written notice to the other party setting out particulars of the dispute (**Dispute Notice**).

21.3 The dispute must be referred to authorised representatives of the parties. The authorised representatives must meet (by telephone if not in person) within 2 weeks and negotiate to resolve the dispute.

21.4 If for any reason the dispute has not been resolved within 4 weeks after service of the Dispute Notice either party may commence court proceedings.

21.5 Pending the resolution or determination of a dispute, each party must continue to perform their respective obligations under this Agreement.

- 21.6 Nothing in this clause 21 prevents a party from:
- (a) seeking urgent interlocutory or declaratory relief where, in that party's reasonable opinion, that action is necessary to protect that party's rights; or
 - (b) terminating this Agreement where it has a right under the Agreement to do so.

22. CONFIDENTIALITY

22.1 Each party must keep all Confidential Information confidential.

- 22.2 A party may disclose Confidential Information:
- (a) with the other party's prior written consent;
 - (b) on a confidential basis, to a potential purchaser of its shares or assets or the shares or assets of any of its Related Bodies Corporate;
 - (c) on a confidential basis to its Representatives, advisers, financiers or potential financiers and insurers or potential insurers (or those of a Related Body Corporate) to the extent disclosure is reasonably required; or
 - (d) if required by Regulatory Requirements or applicable stock exchange rules.

23. ASSIGNMENT

23.1 We may assign, transfer or novate this Agreement (including the licences granted to us under clause

7) to any of our Related Bodies Corporate or any third party by prior notice to you.

- 23.2 Except as provided for in clause 17 or 23.3, you may only assign, transfer or novate this Agreement with our prior written consent.
- 23.3 If you sell or otherwise dispose of your interest in the Premises, in part or in full, prior to the Owners Corporation entering this Agreement in accordance with clause 17, you must:
- (a) notify us of the intended disposal;
 - (b) give written notice to any sales agents and prospective purchasers about this Agreement;
 - (c) if you dispose of your full interest in the Premises, novate this Agreement to the Purchaser (on terms acceptable to us acting reasonably) so that the Purchaser will be bound by your obligations under this Agreement as if the Purchaser had originally entered into this Agreement as you; and
 - (d) if you dispose of part of your interest in the Premises, procure that the Purchaser is also bound by your obligations under this Agreement in relation to its part interest in the Premises (on terms acceptable to us acting reasonably).
- 23.4 If you are the Owners Corporation, you must not Encumber this Agreement.

24. SUBCONTRACTING

- 24.1 We may subcontract all or part of our obligations under this Agreement to any third party. We may perform any obligations under this Agreement through a Representative.
- 24.2 For Premises in Victoria:
- (a) we will enter into a contract with a subcontractor to carry out the installation, commissioning, operation, maintenance, repairs, deactivation and removal of the Centralised Energy Equipment;
 - (b) despite anything else in this Agreement, any reference in this Agreement to us performing any service described in clause 24.2(a) is a reference to us arranging for our subcontractor to perform those services; and
 - (c) nothing in this Agreement obliges or requires us to carry out, or to arrange or manage the carrying out of, any domestic building work within the meaning of the Domestic Building Contracts Act 1995 (Vic).

25. FORCE MAJEURE

- 25.1 A party will be excused for any non performance of its obligations under this Agreement (other than an obligation to pay money) during the time and to the extent that Force Majeure prevents the party from doing so.
- 25.2 A party must:
- (a) try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
 - (b) give the other party prompt notice of the Force Majeure including details of its expected duration.
- 25.3 If the effects of such an event are widespread, we may give you prompt notice by making the

necessary information available on a 24 hour telephone service promptly after becoming aware of the event.

26. INSURANCE

- 26.1 For New Developments, you must, or must cause your contractors and subcontractors to, obtain and maintain until practical completion of construction of the Premises, with a major insurance company carrying on general insurance business in Australia, "Construction All Risks" insurance for a liability of not less than the full value of construction including the full value of the Centralised Energy Equipment as notified by us to you.
- 26.2 You must obtain and maintain for the Supply Term, with a major insurance company carrying on general insurance business in Australia:
- (a) any insurance required by a Regulatory Requirement; and
 - (b) current third party public and product liability insurance covering liability to us, our Representatives and any third party for death or bodily injury (including illness) and loss of and/or damage to (or loss of use of) any property arising out of anything done or omitted to be done by you and liabilities arising from sudden and accidental pollution for the following minimum amounts:
 - (i) for public liability - \$10 million per incident; and
 - (ii) for products liability - \$10 million for any 12 month period.
- 26.3 You must obtain and maintain from the date of practical completion of the building and for the remainder of the Supply Term, with a major insurance company carrying on general insurance business in Australia, building insurance for a liability of not less than the full value of the building including the full value of the Centralised Energy Equipment as notified by us to you.
- 26.4 On request from us you must provide us with evidence of the insurances maintained in accordance with this clause 26.

27. GST

- 27.1 In this clause, all terms that are defined in the GST law have the same meaning in this clause.
- 27.2 Unless otherwise stated, monetary amounts are stated exclusive of any GST component. Amounts calculated by reference to monetary amounts are to be calculated on the GST exclusive component.
- 27.3 If a taxable supply is made under or in connection with this Agreement, then subject to the recipient receiving a tax invoice, the recipient agrees to pay to the supplier an additional amount (GST Amount) equal to the applicable rate of GST multiplied by the amount of the consideration for the taxable supply. The GST Amount is payable at the same time as the consideration is payable for the supply. Where a party reimburses or indemnifies another party for an expense or other amount, the reimbursement or indemnification will be net of any input tax credit the other party (or its representative member) is entitled to claim.

28. TAXES

- 28.1 Prior to signing this Agreement, you must provide us with a valid Australian Business Number. We will have no obligations under this Agreement until you provide a valid Australian Business Number to us.
- 28.2 If we are required in our opinion to withhold any amount in respect of tax from a payment to be made to you under this Agreement, we are entitled to do so and such withholding and payment to the relevant taxing authority will be a good discharge of our obligation to pay the relevant amount to you. In the event that we pay an amount to you without withholding an amount in respect of tax, you indemnify us for any loss suffered by us as a result of failing to withhold.

29. LAWS APPLICABLE TO THIS AGREEMENT

- 29.1 This Agreement is governed by the laws in force in the state or territory where the Premises is located.
- 29.2 Each party submits to the non-exclusive jurisdiction of the courts of that place.

30. PERSONAL PROPERTY SECURITIES ACT

- 30.1 We may apply for any registration, or give any notice, in connection with this Agreement under the PPSA. You consent to such registration or notice and agree to waive your right to receive a verification statement, and agree not to make an amendment demand.
- 30.2 Except where required by section 275(7) of the PPSA, information of the kind mentioned in section 275(1) of the PPSA must not be disclosed by either party.

31. VARIATIONS TO THIS AGREEMENT AND WAIVER

- 31.1 Unless otherwise specified in this Agreement, any variations to the terms of this Agreement or any waiver of any rights of any party has no effect unless it is in writing and signed by the parties (in the case of a variation) or the party granting the waiver (in the case of a waiver).
- 31.2 A party's failure or omission to exercise, enforce or require strict or timely compliance with any provision of this Agreement does not affect or impair that provision, or the right of that party to avail itself of the remedies it may have in respect of any breach of that provision.

32. NOTICES

- 32.1 A notice or other communication under this Agreement is only effective if:
- (a) in writing and addressed to the person to whom it is given; and
 - (b) sent by:
 - (i) email to the email address notified by the relevant party to the other party; or
 - (ii) mail to the relevant party's address for notices as specified in the Schedule or amended by a party by notice to the other party.
- 32.2 A notice is given:
- (a) if sent by email – 24 hours after the email was sent, unless the sender receives an automated message that the email was not delivered or knows the email was not delivered or could not be read; or

- (b) if sent by mail – if sent by priority mail, 3 Business Days after posting, or if sent by regular mail, 6 Business Days after posting.

33. ANTI-BRIBERY

- 33.1 Each party must ensure that in connection with this Agreement it and its Representatives have complied and will comply with all applicable anti-bribery, fraud, secret commission and corruption laws.
- 33.2 Each party confirms that it and its Representatives have not received, and will not receive, any payment, benefit or other thing of value (whether by way of gift, kickback or otherwise) in connection with this Agreement that is not legitimately due to it or its Representatives.
- 33.3 A party must not make any facilitation payment in connection with this Agreement.
- 33.4 Each party agrees that it and its Representatives:
- (a) have not offered, given, promised, or authorised giving; and
 - (b) will not offer, give, promise, or authorise giving, directly or indirectly, money or anything of value to a government official for any purpose in connection with this Agreement.

34. CHANGE OF LAW

- 34.1 If there is a Change of Law we may change the terms of this Agreement to the extent reasonably required as a result of the Change of Law, including to avoid a breach of any Regulatory Requirement.
- 34.2 We will give you notice of any changes to the terms, and the date they will apply from, as a result of Change of Law as soon as practicable. The changes may be retrospective back to the date of the Change of Law. We will provide, on your request, reasonable information and explanation about the changes.

35. GENERAL PROVISIONS

- 35.1 This Agreement supersedes all prior and other negotiations, representations, proposals, understandings and agreements, whether written or oral, relating to the subject matter of this Agreement.
- 35.2 You acknowledge you have not relied on any predictions, forecasts, advice or statements of opinion by us, or any of our employees or agents, as to the appropriateness or financial effect of this Agreement or the provision of any Retail Services or market conditions.
- 35.3 Clauses 7, 16, 17.6, 18, 19.2, 20, 21, 22, 26, 27 and 28 survive termination or expiry of this Agreement. Other terms of this Agreement will survive termination or expiry of this Agreement where it is necessary for it to do so to enable a party to enforce a right accrued on or before termination or expiry.
- 35.4 It is not necessary for us to incur an expense or make a payment before enforcing a right of indemnity conferred by this Agreement.
- 35.5 If any part of this Agreement is unlawful, unenforceable or invalid, that part will be treated as removed from the Agreement, but the rest of the Agreement is not affected.

36. DEFINITIONS

The following definitions apply in this Agreement unless the context requires otherwise.

Approval means any licence, permit, consent, authorisation, approval, registration, determination, certificate, exemption, filing, notice, qualification or other requirement (and any conditions attached to any of them) of or issued by any Regulatory Authority that must be obtained, held or satisfied by a party to supply, perform, receive or use the services to be supplied or perform that party's obligations under this Agreement or otherwise in relation to this Agreement.

Assignment and Assumption Agreement means the agreement of that name which is incorporated into this Master Agreement (or a copy in the same terms as that agreement).

Australian Standards means the standards developed and approved by or on behalf of Standards Australia Limited ABN 85 087 326 690 and designated as an "Australian Standard".

Business Day means a day which is not a Saturday, Sunday or a state wide public holiday in the state in which the Premises is located.

Centralised Energy Equipment means:

- (a) the apparatus, equipment and accessories installed or to be installed by our Representatives at the Premises as set out in a Supply Order; and
- (b) any Remote Electronic System identified in a Supply Order, except to the extent expressly excluded by this Agreement.

Change of Law means:

- (a) a change in any Regulatory Requirement or Tax;
- (b) any variation in the interpretation, effect or administration of any Regulatory Requirement or Tax, taking effect after the Agreement Date, that has or will directly or indirectly affect;
- (c) the costs or benefits that we or one of our Related Bodies Corporate have or will incur in connection with this Agreement; or
- (d) the performance or enjoyment of this Agreement by either party,

except that a Change of Law does not apply if the event in question relates to income tax as defined in the Income Tax Assessment Act 1997 (Cth).

Common Property means all the areas of the Premises which are owned or controlled by you including the areas shown as common property on the Plan.

Confidential Information means:

- (a) this Master Agreement;
- (b) any Supply Order;
- (c) all information relating to the value of the Centralised Energy Equipment or Remote Electronic System disclosed or made available to a party by or on behalf of the other party; or
- (d) all information a party derives or produces, whether in whole or in part, from the information disclosed under paragraphs (a) to (c).

Customer means any person who enters into a contract with us for the purchase of, or who uses (without having agreed to a written contract with us), Retail Services at the Premises. Where you are supplied with Retail Services, Customer includes you.

Date of Assignment means the date on which the Assignment and Assumption Agreement is signed by the last party to do so.

Defect means, with respect to the Centralised Energy Equipment, Premises or any Premises Party Infrastructure:

- (a) any error, defect, omission, deficiency, non-conformity, fault, failure, malfunction or discrepancy of any type and howsoever arising, whether or not in comparison against any Regulatory Requirement, Australian Standard, Approval or any warranty or guarantee (including a performance warranty or guarantee) (as the context requires); or
- (b) any other failure to comply with the requirements of this Agreement.

Dispute Notice has the meaning given in clause 21.2.

Due Date means the date for payment set out on the invoice.

Encumbrance includes any mortgage, charge, pledge, lien, encumbrance, assignment, security interest, title retention, possessory right, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person by way of security for the payment of a debt or any other obligation.

Excluded Loss means any:

- (a) loss of contract, profit, revenue or anticipated savings;
- (b) loss of or damage to, reputation, credit rating or goodwill;
- (c) loss or denial of opportunity;
- (d) loss of access to markets;
- (e) overheads and wasted expenditure;
- (f) financing costs;
- (g) special, incidental or punitive damages; or
- (h) any loss or damage arising from special circumstances that are outside the ordinary course of things,

however arising in respect of any circumstances under or in connection with this Agreement, and regardless of whether a claim for same is made under this Agreement, a Regulatory Requirement, tort, negligence, strict liability, under an indemnity or a warranty, in equity or otherwise.

Final Drawings means the final version of the Proposed Drawings.

Force Majeure means, with respect to an obligation of a party under this Agreement, any event or circumstance that:

- (a) occurs on or after the Start Date and is not within the reasonable control of that party;
- (b) could not be prevented, overcome or remedied by the exercise of due diligence and Good Industry Practice by that party; and
- (c) results in that party being unable to meet or perform that obligation or delays its ability to do so,

and includes any event or circumstance in connection with a pandemic declared by the World Health Organisation or an Australian government, despite the pandemic itself having commenced prior to the commencement of this Agreement as long as it meets the criteria in paragraphs (a) to (c) other than in respect of the timing of the event or circumstance.

Good Industry Practice means, in relation to any activity, the standard of skill, care, diligence and workmanship that would be exercised by a skilled person who is experienced in carrying out activities of the same or similar nature.

GST has the meaning given in the GST law.

GST law has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insolvency Event means a party becomes insolvent, bankrupt or otherwise cease trading or a liquidator, receiver, administrator or similar official is appointed to the party or all of the assets of the party or the party is otherwise unable to pay its debts as and when they fall due.

Installation Value means the value specified in a Supply Order, being the estimated value of the Centralised Energy Equipment including installation cost.

Interest means the rate of interest on any day which is the average bid rate for bills having a tenor of 90 days which is displayed on the page of the Reuters Monitor System designated "BBSY" plus 2%, calculated daily, and at our discretion, compounded monthly.

Liability includes any loss, damage, liability, cost, charges and expenses.

Master Agreement Terms means this document.

Meter means a meter installed at the Premises pursuant to a Supply Order to measure Retail Services used by a Customer.

New Development means a development where you are undertaking or have undertaken the construction of the Premises.

Origin Company means us and any of our Related Bodies Corporate.

Owners Corporation means the body corporate or owners corporation for the Premises whose identity and contact details (including full name, ABN, address for notices, telephone number and contact representative) have been notified to us.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Personnel means those persons who a party uses to perform that party's obligations, whether an employee, director, officer, representative, contractor, subcontractor, agent of or seconded to, that party or any of its Related Bodies Corporate or otherwise.

Plan means:

- (a) if the Premises are in South Australia, the plan of community division and scheme description;
- (b) if the Premises are in Queensland, the plan and community management statement;
- (c) if the Premises are in the Northern Territory, the scheme statement;
- (d) if the Premises are in the Australian Capital Territory, the registered units plan;
- (e) if the Premises are in Victoria or Western Australia, the registered plan of subdivision;
- (f) if the Premises are in New South Wales, the registered strata plan of subdivision,

set out in item 3 of the Schedule.

Premises:

- (a) means the building (or, before construction, the proposed building) and land at the address described in item 3 of the Schedule; and

- (b) includes the Common Property; and
- (c) if the Premises is in Queensland or South Australia, then once the Plan is registered, also includes the scheme land (excluding the lots in the scheme).

Premises Party means the party specified in item 2 of the Schedule or an Owners Corporation to who this Agreement is assigned and novated to as contemplated by clause 17.

Premises Party Infrastructure means the piping, plumbing, electrical and other infrastructure set out in a Supply Order, but excluding the Centralised Energy Equipment.

Proposed Drawings means the proposed drawings specified in a Supply Order.

Purchaser means a transferee or assignee of your interest in the Premises.

Regulatory Authority means:

- (a) any government or a governmental, quasi governmental or judicial entity or authority;
- (b) a stock exchange; and
- (c) any other authority, agency, commission, regulator, ministry, department, instrument, tribunal (including any pricing body), enterprise or similar entity,

that has powers or jurisdiction under any Regulatory Requirement over a party or any act relating to this Agreement.

Regulatory Requirement means:

- (a) any act, regulation or other statutory instrument or proclamation of any applicable jurisdiction in which any act or obligation in connection with this Agreement is or is to be carried out or regulated;
- (b) any applicable law, whether of a legislative, equitable or common law nature;
- (c) any applicable Australian Standards and codes (including voluntary codes with which we or any of our Related Bodies Corporate have committed to comply); and
- (d) any judgment, decree or similar order with mandatory effect or any binding requirement or mandatory approval of a Regulatory Authority, including any Approval,

relevant to the supply, performance, receipt or use of the services to be supplied, or to the performance of a party's obligations, under this Agreement or otherwise relevant to a party.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Remote Electronic System means the software and hardware used by us to read the Meters remotely.

Representative means a party's Personnel and any other officer, director, employee, representative, agent of or seconded to, a party or any of its Related Bodies Corporate.

Retail Services means the provision of retail services by us to Customers as described in a Supply Order.

Retrofit Development means a Premises that has been constructed and existing infrastructure to provide the Retail Services is in place.

Schedule means the schedule to this Master Agreement.

Start Date means the date by which this Master Agreement is signed by both the original Premises Party and us.

Supply Order means a supply order established and signed pursuant to this Agreement in respect of particular Centralised Energy Equipment.

Supply Term means, in respect of a Supply Order, the term of the Supply Order as specified in it.

Tax means a tax (including corporate tax, resource rent tax, income tax, fringe benefits tax, payroll tax, PAYG and subcontractor's taxes), levy, duty (including customs duty and stamp duty), excise, charge, royalty (whether based on value, profit or otherwise), fee, surcharge, contribution, impost, deduction or withholding, however it is described, whether direct or indirect, by whatever method collected or recovered, that is imposed by a Regulatory Requirement or by a Regulatory Authority, in any jurisdiction (including a liability on an entity as a result of its being jointly or severally liable for another entity's Tax).

Term means the period from the Start Date until the effective termination of this Master Agreement.

Trust means the trust identified in item 2 of the Schedule (if applicable).

Your Centralised Energy Equipment Approvals means the Approvals or the connections, consents, confirmations, reports, opinions, agreements or other requirements, by, from or with, third parties that must be obtained for the installation and operation of the Centralised Energy Equipment, and which you must obtain in accordance with a Supply Order.

37. INTERPRETATION

Unless otherwise stated:

- (a) a reference to this Agreement or another document includes any variation or replacement of any of it;

- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, code or other law includes regulations and other instruments or directives under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a person includes any type of entity or body, whether or not it is incorporated or has a separate legal identity, and any executor, administrator, successor or permitted assigns;
- (e) a reference to a body (other than a party) which ceases to exist, or whose powers or function are transferred to another body, is a reference to the body which replaces it or substantially succeeds to its powers or functions;
- (f) specifying anything after the words "include" "including", "for example" or similar expression does not limit what is included;
- (g) the expression "relating to" and similar grammatical expressions includes arising from, concerning or in connection with (whether directly or indirectly);
- (h) a reference to a Liability incurred or suffered by us includes Liabilities of our Related Bodies Corporate relating to the relevant matter;
- (i) a reference to a variation of a Charge includes introducing a new charge;
- (j) a reference to "this Agreement" in these Master Agreement Terms is to be read as a reference to the Master Agreement or a Supply Order as the context requires.

SUPPLY ORDER – METERING EQUIPMENT FOR EMBEDDED NETWORKS

Origin details (“we, us, our”): Origin Energy Electricity Limited ABN 33 071 052 287

Premises Party details (“you, your”): Novadeck Pty Ltd, ABN 65 602 273 932, 301/50 Marine Pde, Southport QLD 4215

Supply Order Date: The date this Supply Order is executed by the last party.

Originating Master Agreement Reference Number: CK97STANWORTH280720

1. SUPPLY ORDER TERMS

- 1.1 This Supply Order sets out the terms upon which we will provide the Centralised Energy Equipment to you, procure construction services from you and offer Retail Services to Customers.
- 1.2 The terms of this Supply Order comprise:
 - (a) the terms set out in this Supply Order; and
 - (b) the terms set out in the Master Agreement Terms, which are incorporated into this Supply Order by reference (as if set out in full).

2. SUPPLY TERM

- 2.1 The period from the date this Supply Order is executed by the last of the parties to do so until the effective termination of this Supply Order.

3. SPECIAL CONDITIONS (REFER CLAUSE 1.2(C) MASTER AGREEMENT TERMS)

- 3.1 From no later than the date the Premises is permanently connected to the national electricity market, and then for the remainder of the Supply Term, you must ensure that we are the account holder for the sale of electricity to, and Financially Responsible for, the Gate Meter.
- 3.2 If this Supply Order is terminated, you must appoint another person to be Financially Responsible for the Gate Meter from the effective date of termination.
- 3.3 Subject to clauses 3.4 and 3.5 of this Supply Order, we will pay to the original Premises Party the Charge which represents payment for the safe, appropriate and complete installation of the equipment described in clauses 6.2 and 6.3, and also a contribution towards other components of the Premises Party Infrastructure.
- 3.4 The original Premises Party may invoice us for the Charge no earlier than when the construction of the premises has reached practical completion and the Centralised Energy Equipment has been installed. We will pay to the original Premises Party the amount for the Charge validly set out in a tax invoice within 6 months after the date of the tax invoice.
- 3.5 You must ensure that the embedded electrical network at the Premises is not used to supply electricity to any person other than the original Premises Party before the Supply Order is transferred to the Owners Corporation in accordance with clause 17 of the Master Agreement Terms.
- 3.6 We must, before any electricity is supplied to a person other than the relevant Premises Party, cooperate with the Owners Corporation to ensure that the Owners Corporation obtains any necessary registrations or exemptions required in accordance with the relevant Regulatory Requirements to permit the Owners Corporation to own, operate and/or control any embedded electrical network at the Premises.
- 3.7 Clause 15.3 of the Master Agreement Terms is deleted and replaced with the following:

“15.3 Either party may terminate:

 - (a) a Supply Order in accordance with clause 8.4; or
 - (b) this Master Agreement or any Supply Orders (in part or in full) at any time by giving the other party not less than 6 months written notice, except that you must not terminate this Master Agreement or any Supply Orders during the Initial Term.”
- 3.8 In this Supply Order:

Charge means \$50,700 excluding GST.

Gate Meter means the meter that records the total amount of electricity supplied from the national electricity market to the Premises.

Financially Responsible has the meaning given to that term in the National Electricity Rules.

Initial Term means the period from the Start Date to the fourth anniversary of the date the Master Agreement and this Supply Order are transferred to the Owners Corporation under clause 17 of the Master Agreement Terms.

Installation Value means the value identified in clause 8.2.

SUPPLY ORDER – METERING EQUIPMENT FOR EMBEDDED NETWORKS

4. CENTRALISED ENERGY EQUIPMENT

4.1 Centralised Energy Equipment to be provided (Refer clause 6 Master Agreement Terms)

The quantities and items below are based on the information provided by you before the date this Supply Order is executed by the last party. If that information changes, then we may vary the quantities and items by notice to you.

Item description	Quantity
EDMI MK10A Three Phase (Whole Current) Meters	79
EDMI MK10A Three Phase (Current Transformer) Meters	1
Remote Electronic System	1

4.2 Purpose of Centralised Energy Equipment (Refer clause 6.3(b) Master Agreement Terms)

The purpose of the Centralised Energy Equipment is its usual purpose within the meaning of the National Measurement Institute Pattern Approval Requirements NMI M 6-1 and NMI M 6-2.

4.3 Access and security requirements for Centralised Energy Equipment (Refer clauses 7.3(c) and 10.1(a) Master Agreement Terms)

"Nil"

4.4 Connection of Centralised Energy Equipment to the Premises Party Infrastructure (Refer clause 5.7 Master Agreement Terms)

You must connect the Centralised Energy Equipment to the Premises Party Infrastructure.

5. DRAWINGS (REFER CLAUSE 5.5 MASTER AGREEMENT TERMS)

5.1 Drawings to be provided are the electrical schematic drawings for the Premises.

5.2 Proposed Drawings must be provided before the main switchboard has been manufactured.

6. PREMISES PARTY INFRASTRUCTURE (REFER CLAUSE 5 MASTER AGREEMENT TERMS)

6.1 The Premises Party Infrastructure includes:

- the embedded electrical network, that is, the system of electric lines, switchboards and other hardware, used by you to take delivery of electricity from a distribution system and distribute electricity within the Premises;
- the Gate Meter; and
- the equipment set out in clauses 6.2 and 6.3 below.

6.2 For whole current metering installations you must provide the following equipment:

- Metering panels and associated wiring. Meter panels must be constructed of insulating material and:
 - comply with Australian Standard 3439 or the equivalent international standard developed by the International Electrotechnical Commission; and
 - be suitable for their intended use and environment, including exposure to ultra violet where exposed to daylight.
- Supply fuse, to be installed upstream of each metering installation.

6.3 For current transformer metering installations you must provide the following equipment:

- Metering panels and current transformer chambers. Meter panels must be constructed of insulating material and:
 - comply with Australian Standard 3439 or the equivalent international standard developed by the International Electrotechnical Commission; and
 - be suitable for their intended use and environment, including exposure to ultra violet where exposed to daylight.
- Continuous conduit draw wire.
- Current transformer chambers with 32 amp fuses.

7. RETAIL SERVICES AND RETAIL SERVICES TERMS (REFER CLAUSE 11 MASTER AGREEMENT TERMS)

7.1 In this Supply Order, Retail Services means the sale of electricity by us, and associated meter reading, billing and collection services.

7.2 We will offer Retail Services to the Customers incorporating electricity usage rates that are:

SUPPLY ORDER – METERING EQUIPMENT FOR EMBEDDED NETWORKS

- (a) set on a date chosen by us which will be a date after the Start Date but before we begin to enter into agreements for the Retail Services with individual Customers who elect to take up our offer (**Set Date**); and
- (b) re-set by us in each successive year in January, if the Customer is in Victoria, or in July in other areas, or at any other time in our absolute discretion (**Re-set Date**).

8. VALUATION UPON TERMINATION AFTER INSTALLATION (REFER CLAUSE 16.2 OF THE MASTER AGREEMENT TERMS)

8.1 The valuation of the Centralised Energy Equipment will be calculated as follows:

The value of the Centralised Energy Equipment will be the Disbursed Cost plus Administration Cost, which in total will not exceed the Installation Value.

For this purpose:

Disbursed Cost means the cost per meter as identified in the table in Schedule 1 of this Supply Order.

Administration Cost means an amount that is:

- (a) 10% of the Installation Value at the Supply Order Date; and
- (b) reduced by 10% after each anniversary of the Supply Order Date, such that after the 10th anniversary it will be zero.

8.2 The Installation Value of the Centralised Energy Equipment is:

- (a) \$39,420.70 inclusive of GST at the current rate of 10%.
- (b) If the current rate of GST changes, the GST inclusive amount will be recalculated based on the GST exclusive amount which is \$35,837.00

9. TERMINATION BEFORE INSTALLATION (REFER CLAUSE 16.3 OF THE MASTER AGREEMENT TERMS)

9.1 For clause 16.3(a) of the Master Agreement Terms:

- (a) the value of the administration costs will be calculated in accordance with the following table:

Item	Period within which termination notice is given	Administration costs as a percentage of the Estimated Value
1	Less than 3 months from the Supply Order Date	3.5%
2	At least 3 months, but less than 6 months, from the Supply Order Date	7%
3	At least 6 months from the Supply Order Date	10%

- (b) there will be no cost, charge or expense for Centralised Energy Equipment.

9.2 The total amount will not exceed \$3,583.70 excluding GST.

SUPPLY ORDER – METERING EQUIPMENT FOR EMBEDDED NETWORKS

EXECUTED as an agreement

SIGNED for and on behalf of **Origin Energy Electricity Limited ABN 33 071 052 287** by its duly authorised representative in the presence of:

Signature of authorised representative

Name of authorised representative

Title of authorised representative

Date _____

SIGNED for and on behalf of **Novadeck Pty Ltd ABN 65 602 273 932** by its duly authorised representative in the presence of:

Signature of authorised representative

Name of authorised representative

Title of authorised representative

Date _____

SUPPLY ORDER – METERING EQUIPMENT FOR EMBEDDED NETWORKS

Schedule 1

Meter Type	Location												
		1	2	3	4	5	6	7	8	9	10	11	12
1 Phase 1 Element	Metro	485.9	473.0	456.8	436.9	413.0	384.6	351.0	311.6	265.7	212.6	151.2	80.7
	Regional	526.4	512.4	494.8	473.3	447.4	416.7	380.2	337.5	287.8	230.3	163.8	87.5
	Remote	566.8	551.8	532.8	509.7	481.8	448.7	409.5	363.5	310.0	248.0	176.4	94.2
1 Phase 2 Element	Metro	510.2	496.6	479.6	458.7	433.6	403.8	368.5	327.2	279.0	223.2	158.8	84.8
	Regional	550.6	536.0	517.6	495.1	468.0	435.9	397.8	353.1	301.1	240.9	171.4	91.5
	Remote	591.1	575.4	555.7	531.5	502.4	467.9	427.0	379.1	323.2	258.6	184.0	98.2
1 Phase 3 Element	Metro	712.5	693.6	669.8	640.7	605.6	564.0	514.7	456.9	389.6	311.7	221.8	118.4
	Regional	753.0	733.0	707.8	677.1	640.0	596.0	543.9	482.9	411.7	329.4	234.4	125.1
	Remote	793.4	772.4	745.9	713.5	674.4	628.1	573.2	508.8	433.9	347.1	247.0	131.8
3 Phase Whole Current	Metro	712.5	693.6	669.8	640.7	605.6	564.0	514.7	456.9	389.6	311.7	221.8	118.4
	Regional	753.0	733.0	707.8	677.1	640.0	596.0	543.9	482.9	411.7	329.4	234.4	125.1
	Remote	793.4	772.4	745.9	713.5	674.4	628.1	573.2	508.8	433.9	347.1	247.0	131.8
3 Phase Current Transformer	Metro	1092.9	1063.9	1027.3	982.7	928.9	865.1	789.5	700.8	597.6	478.1	340.2	181.6
	Regional	1295.2	1260.8	1217.5	1164.7	1100.9	1025.3	935.6	830.6	708.3	566.7	403.1	215.2
	Remote	1538.0	1497.2	1445.8	1383.0	1307.3	1217.5	1111.0	986.3	841.0	672.9	478.7	255.6



EMBEDDED NETWORK MANAGER SERVICES AGREEMENT

This Agreement is between Origin Energy Retail Limited (ABN 22 078 868 425) (referred to as "us", "we" or "our") and the Premises Party specified in Schedule 1 (referred to as "you" or "your").

BACKGROUND

- A. We are an accredited and registered Embedded Network Manager under the National Electricity Rules.
- B. You are an owner and/or operator of an embedded network at the Premises (**Embedded Network**), and are required under the National Electricity Rules to either act as, or appoint, an Embedded Network Manager for the Embedded Network.
- C. You wish to appoint us as the Embedded Network Manager for the Embedded Network.
- D. We agree to accept this appointment, to perform the role of Embedded Network manager and to provide the ENM Services in accordance with the terms of this Agreement.

1. THIS AGREEMENT

- 1.1 This Agreement is made up of these Agreement Terms and the Schedules.
- 1.2 To the extent of any inconsistency, the various parts of this Agreement prevail over the terms of each other part in the following order:
 - (a) these Agreement Terms;
 - (b) the Schedules; and
 - (c) any special conditions (if applicable).
- 1.3 Capitalised terms used in this Agreement are defined in clause 24.
- 1.4 Each party acknowledges that it enters into this Agreement for the benefit of both the other party and the other party's Related Bodies Corporate (which, in the case of Origin, includes each Origin Company).
- 1.5 We hold the benefit of this Agreement (including the right to recover any Liability) for our self and on trust for each Origin Company and are entitled to enforce this Agreement (including any indemnity), whether by way of equitable, legal or statutory relief, for our self and on behalf of any Origin Company.

2. TERM

This Agreement commences on the date on which it has been executed by all parties and continues until it is terminated under clause 11 (**Term**).

3. ENM SERVICES

- 3.1 We will provide the ENM Services in respect of the Embedded Network from the ENM Services Start Date until the end of the Term (or such other period as may be agreed by us and you in writing).
- 3.2 We must provide the ENM Services in accordance with the National Electricity Rules and any other applicable Regulatory Requirements.

3.3 We will do all things reasonably within our control to ensure that we are, at all relevant times, accredited and registered as an Embedded Network Manager under the National Electricity Rules.

3.4 We may engage subcontractors to perform all or part of the ENM Services. However, if we do engage subcontractors for this purpose, we must ensure that the terms of this Agreement are complied with in relation to the provision of the ENM Services.

4. YOUR OBLIGATIONS

You must:

- 4.1 give us notice as soon as reasonably practicable if you will, or propose to, cease to operate the Embedded Network;
- 4.2 ensure you have, and continue to have, any registration, authorisation or exemption required in relation to the Embedded Network, including in accordance with the AER NSP Registration Guideline, as that document may be amended or replaced from time to time;
- 4.3 provide us with all information reasonably required or requested by us to enable us to carry out our role as the Embedded Network Manager for the Embedded Network; and
- 4.4 otherwise cooperate with, or provide such assistance to, us as we may reasonably require including in order to ensure compliance with any Regulatory Requirement relating to the ENM Services.

5. ELECTRICAL SCHEMATIC DRAWINGS

- 5.1 You must ensure that we are provided with the electrical schematic drawings for the Premises, as it was constructed, as soon as practicable and, in any event, prior to the ENM Services Start Date.
- 5.2 If the electrical schematic drawings for the Premises change, you must provide the updated electrical schematic drawings to us within 14 days of the change.

6. CONSIDERATION

- 6.1 As consideration for the provision by us of the ENM Services, you agree to satisfy each obligation imposed on you by this Agreement.
- 6.2 We will not charge you any fees for the provision of the ENM Services.
- 6.3 You will not seek, and we will not pay you, any payment in respect of the provision of ENM Services for the Embedded Network under this Agreement.

EMBEDDED NETWORK MANAGER SERVICES AGREEMENT

7. CHANGES OF LAW

- 7.1 If there is a Change of Law we may change the terms of this Agreement to the extent reasonably required as a result of the Change of Law.
- 7.2 We will give you notice of any changes to the terms, and the date they will apply from, as a result of Change of Law as soon as practicable. The changes may be retrospective back to the date of the Change of Law. We will provide, on your request, reasonable information and explanation about the changes.

8. COSTS OF COMPLIANCE

Each party will bear its own costs of complying with its obligations under applicable Regulatory Requirements, and in providing any cooperation and assistance required to be provided under the terms of this Agreement.

9. MUTUAL OBLIGATIONS

- 9.1 In performing its obligations under this Agreement, each party must:
- comply with all Regulatory Requirements;
 - not, by its act or omission, place the other party in breach of any Regulatory Requirement or Approval; and
 - provide all things and take all measures necessary to protect people and property.
- 9.2 Any warranty or guarantee required by law to be incorporated into this Agreement is incorporated. Any warranty, guarantee or implied term which can be excluded by law is excluded.

10. PRIVACY

- 10.1 Each party must comply with the Privacy Act.
- 10.2 We may collect, hold, use and disclose Personal Information about you, applicable customers within the Embedded Network or Personnel disclosed to us in the course of performing this Agreement or performing our functions in relation to the Embedded Network in accordance with our Privacy Policy and the applicable privacy collection statements (see originenergy.com.au/privacy).

11. TERMINATION

- 11.1 This Agreement will automatically terminate and, to the extent permitted by applicable Regulatory Requirements, we will cease providing ENM Services, if:
- you cease operating the Embedded Network;
 - we cease to be registered and accredited as an Embedded Network Manager under the National Electricity Rules;
 - the Embedded Network ceases to be subject to the Embedded Network Conditions (unless the parties agree in writing that the ENM Services should continue to be provided after that date in respect of the Premises);
 - you have engaged another accredited and registered Embedded Network Manager to perform services equivalent to the ENM Services for the Embedded Network; or

- either party gives the other 60 days' written notice of termination of this Agreement.

- 11.2 Termination of this Agreement is without prejudice to the rights of the parties occurring before the date of termination.

12. WARRANTIES

Each party represents and warrants that:

- it validly exists under the law of the place of its incorporation, has the power to sign this Agreement and has all authority and rights needed to perform it;
- all information it provides, or causes to be provided, to the other party is accurate, up to date and complete; and
- the signing or performing of this Agreement will not breach, conflict with or infringe any other obligation, agreement, Regulatory Requirement or Encumbrance by which it is bound.

13. PARTNERSHIPS AND TRUSTS

- If you are a partner in a partnership, each partner is jointly and severally liable under this Agreement.
- If you enter this Agreement as a trustee you represent and warrant in your own right and as trustee of the Trust, that as at the date of this Agreement and until such time as all your obligations under this Agreement are discharged:
 - you are the sole trustee of the Trust;
 - you have the requisite capacity and authority to enter this Agreement on behalf of, and to bind the beneficiaries of, the Trust and to perform all obligations under this Agreement pursuant to the documents governing that Trust; and
 - you have the right to be fully indemnified out of the assets of the Trust in relation to this Agreement and the assets of the Trust are sufficient to satisfy all obligations of the Trust under this Agreement.

14. LIABILITY

- Neither party nor its Representatives are liable, and must not make a claim against, the other party for any Excluded Loss in connection with or arising from this Agreement.
- To the extent permitted by law, our total aggregate Liability to you in connection with or arising from this Agreement is limited to the replacement, or cost of replacement, of the ENM Services, or the supply of equivalent ENM Services.

15. DISPUTE RESOLUTION

- All disputes must be dealt with in accordance with this clause 15.
- The party claiming the dispute must give a written notice to the other party setting out particulars of the dispute (**Dispute Notice**).
- If a dispute has not been resolved by the parties within 5 Business Days after service of the Dispute Notice (or such other period as is agreed by the

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- parties), the dispute will be referred to the parties' respective senior management.
- 15.4 If for any reason the dispute has not been resolved within 4 weeks of the date the dispute was referred to the parties' senior management under clause 15.3, either party may commence court proceedings.
- 15.5 Pending the resolution or determination of a dispute, you and we must continue to perform our respective obligations under this Agreement.
- 15.6 Nothing in this clause 15 prevents a party from:
- seeking urgent interlocutory or declaratory relief where, in that party's reasonable opinion, that action is necessary to protect that party's rights; or
 - terminating this Agreement where it has a right under the Agreement to do so.
- 15.7 Notwithstanding anything to the contrary in this clause 15, if the National Electricity Rules require a dispute to be resolved in accordance with Chapter 8 of the National Electricity Rules, the parties will follow the dispute resolution process set out in that chapter of the National Electricity Rules.
- 16. CONFIDENTIALITY**
- 16.1 Each party must keep all Confidential Information confidential.
- 16.2 A party may disclose Confidential Information:
- with the other party's prior written consent;
 - on a confidential basis to its Representatives, advisers and insurers (or those of a Related Body Corporate) to the extent disclosure is reasonably required; or
 - if required by Regulatory Requirements or applicable stock exchange rules.
- 17. ASSIGNMENT**
- 17.1 We may assign, transfer or novate this Agreement to any of our Related Bodies Corporate by prior notice to you.
- 17.2 Otherwise, neither party may assign, transfer or novate this Agreement without the prior written consent of the other party (not to be unreasonably withheld).
- 18. FORCE MAJEURE**
- 18.1 A party will be excused for any non-performance of its obligations under this Agreement (other than an obligation to pay money) during the time and to the extent that Force Majeure prevents the party from doing so.
- 18.2 A party must:
- try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
 - give the other party prompt notice of the Force Majeure including details of its expected duration.
- 18.3 If the effects of such an event are widespread, we may give you prompt notice by making the necessary information available on a 24 hour telephone service promptly after becoming aware of the event.
- 19. LAWS APPLICABLE TO THIS AGREEMENT**
- 19.1 This Agreement is governed by the laws in force in the state or territory where the applicable Embedded Network is located.
- 19.2 Each party submits to the non-exclusive jurisdiction of the courts of that place.
- 20. VARIATIONS TO THIS AGREEMENT AND WAIVER**
- 20.1 Unless otherwise specified in this Agreement, any variations to the terms of this Agreement or any waiver of any rights of any party has no effect unless it is in writing and signed by the parties (in the case of a variation) or the party granting the waiver (in the case of a waiver).
- 20.2 A party's failure or omission to exercise, enforce or require strict or timely compliance with any provision of this Agreement does not affect or impair that provision, or the right of that party to avail itself of the remedies it may have in respect of any breach of that provision.
- 21. NOTICES**
- 21.1 A notice or other communication under this Agreement is only effective if:
- in writing and addressed to the person to whom it is given; and
 - sent to the relevant party's address for notices as specified in Schedule 1 or amended by a party by notice to the other party; or
 - sent by email to the email address notified by the relevant party to the other party.
- 21.2 A notice is given:
- if sent by email – 24 hours after the email was sent, unless the sender receives an automated message that the email was not delivered or knows the email was not delivered or could not be read; or
 - if sent by mail – if sent by priority mail, 3 Business Days after posting, or if sent by regular mail, 6 Business Days after posting.
- 22. ANTI-BRIBERY**
- 22.1 You must, and must ensure that your Representatives, comply with all applicable anti-bribery, fraud, secret commission and corruption laws.
- 22.2 You agree that you and your Representatives have not received, and will not receive, any payment, benefit or other thing of value (whether by way of gift, kickback or otherwise) in connection with this Agreement that is not legitimately due to you or your Representatives.
- 22.3 You must not, and must ensure that your Representatives do not, make any facilitation payment in connection with this Agreement.

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23. GENERAL PROVISIONS

- 23.1 This Agreement supersedes all prior and other negotiations, representations, proposals, understandings and agreements, whether written or oral, relating to the subject matter of this Agreement.
- 23.2 You acknowledge that you have not relied on any predictions, forecasts, advice or statements of opinion by us, or any of our employees or agents, as to the appropriateness or financial effect of this Agreement or market conditions.
- 23.3 Clauses 1, 11.2, 13, 16, 19, 21, 23, 25 survive termination or expiry of this Agreement. Other terms of this Agreement will survive termination or expiry of this Agreement where it is necessary for it to do so to enable a party to enforce a right accrued on or before termination or expiry.
- 23.4 It is not necessary for us to incur an expense or make a payment before enforcing a right of indemnity conferred by this Agreement.
- 23.5 If any part of this Agreement is unlawful, unenforceable or invalid, that part will be treated as removed from the Agreement, but the rest of the Agreement is not affected.

24. DEFINITIONS

The following definitions apply in this Agreement unless the context requires otherwise:

AEMO means the Australian Energy Market Operator Limited ABN 94 072 010 327.

AER NSP Registration Guideline means the guidelines published by the Australian Energy Regulator under clause 2.5.1 of the National Electricity Rules, as amended and updated from time to time.

Agreement means this Agreement, as further described in clause 1.1.

Agreement Date means the date on which this Agreement has been executed by the parties.

Agreement Terms means this document.

Approval means any licence, permit, consent, authorisation, approval, registration, determination, certificate, exemption, filing, notice, qualification or other requirement (and any conditions attached to any of them) of or issued by any Regulatory Authority that must be obtained, held or satisfied by a party to supply, perform, receive or use the services to be supplied, or perform that party's obligations, under this Agreement or otherwise in relation to this Agreement.

Australian Standards means the standards developed and approved by or on behalf of Standards Australia Limited ABN 85 087 326 690 and designated as an "Australian Standard".

Business Day means a day which is not a Saturday, Sunday or a state wide public holiday in the state in which the applicable Embedded Network is located.

Confidential Information means:

- (a) this Agreement;
- (b) all information (in whatever form and whether or not marked "confidential" disclosed or made available to a party by or on behalf of the other party or that comes

to the knowledge of the receiving party under or by virtue of negotiating, executing or performing this Agreement; or

- (c) all information a party derives or produces, whether in whole or in part, from the information disclosed under paragraphs (a) and (b).

Change of Law means a change in any Regulatory Requirement or Tax, or any variation in the interpretation, effect or administration of any Regulatory Requirement or Tax, taking effect after the Agreement Date, that has or will directly or indirectly affect the costs or benefits that we or one of our Related Bodies Corporate have or will incur, in connection with this Agreement, except that a Change of Law does not apply if the event in question relates to income tax as defined in the *Income Tax Assessment Act 1997* (Cth).

Dispute Notice has the meaning given in clause 15.2.

Embedded Network has the meaning given in paragraph B of the Background to this Agreement.

Embedded Network Manager has the meaning given to that term in the National Electricity Rules.

Encumbrance includes any mortgage, charge, pledge, lien, encumbrance, assignment, security interest, title retention, possessory right, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person by way of security for the payment of a debt or any other obligation.

ENM Conditions has the meaning given to that term in the National Electricity Rules.

ENM Services has the meaning given to the term "embedded network management services" in the National Electricity Rules.

ENM Services Start Date means the later of:

- (a) the Agreement Date;
- (b) the date specified in Item 1 of Schedule 1; and
- (c) the date on which you become subject to the ENM Conditions in respect of the Embedded Network.

Excluded Loss means any:

- (a) loss of contract, profit, revenue or anticipated savings;
- (b) loss of or damage to, reputation, credit rating or goodwill;
- (c) loss or denial of opportunity;
- (d) loss of access to markets;
- (e) overheads and wasted expenditure;
- (f) financing costs;
- (g) special, incidental or punitive damages; or
- (h) any loss or damage arising from special circumstances that are outside the ordinary course of things,

however arising in respect of any circumstances under or in connection with this Agreement, and regardless of whether a claim for same is made under this Agreement, a Regulatory Requirement, tort, negligence, strict liability, under an indemnity or a warranty, in equity or otherwise.

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Force Majeure means, with respect to an obligation of a party under this Agreement, any event or circumstance occurring on or after the commencement date of this Agreement that:

- (a) is not within the reasonable control of that party;
- (b) could not be prevented, overcome or remedied by the exercise of due diligence and Good Industry Practice by that party; and
- (c) results in that party being unable to meet or perform that obligation or delays its ability to do so.

Good Industry Practice means, in relation to any activity, the exercise of that degree of skill, care, diligence, prudence, methods, practices, processes, workmanship and use of materials and equipment that would be reasonably exercised by a skilled and experienced person who:

- (a) is engaged in the carrying out of activities of the same nature and extent as the relevant activity by reference to proper and prudent practices recognised internationally, but as applied to circumstances prevailing in Australia and to the operations contemplated by this Agreement;
- (b) knows the facts that were known, or should reasonably have been known, to the person performing the activity at that time; and
- (c) complies with all applicable Regulatory Requirements.

Liability includes any loss, damage, liability, cost, charges and expenses.

National Electricity Law means the National Electricity Law as set out in the schedule to the *National Electricity (South Australia) Act 1996* (SA), as applied in the state or territory in which the applicable Embedded Network is located.

National Electricity Rules means the National Electricity Rules made under the National Electricity Law, as applied in the state or territory in which the applicable Embedded Network is located.

Origin Company means Origin Energy Limited ABN 30 000 051 696 and any of its Related Bodies Corporate.

Personal Information has the meaning given in the Privacy Act.

Personnel means those persons who a party uses to perform that party's obligations, whether an employee, director, officer, representative, contractor, subcontractor, agent of or secondee to, that party or any of its Related Bodies Corporate or otherwise.

Privacy Act means the *Privacy Act 1988* (Cth).

Regulatory Authority means:

- (a) any government or a governmental, quasi governmental or judicial entity or authority;
- (b) a stock exchange; and
- (c) any other authority, agency, commission, regulator, ministry, department, instrument, tribunal (including any pricing body), enterprise or similar entity,

that has powers or jurisdiction under any Regulatory Requirement over a party or any act relating to this Agreement.

Regulatory Requirement means:

- (a) any act, regulation or other statutory instrument or proclamation of any applicable jurisdiction in which any act or obligation in connection with this Agreement is or is to be carried out or regulated;
- (b) any applicable law, whether of a legislative, equitable or common law nature;
- (c) any AEMO procedure or guideline;
- (d) any applicable Australian Standards and codes (including voluntary codes with which we or any of our Related Bodies Corporate have committed to comply); and
- (e) any judgment, decree or similar order with mandatory effect or any binding requirement or mandatory approval of a Regulatory Authority, including any Approval,

relevant to the performance of a party's obligations, under this Agreement or otherwise relevant to a party.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Representative means a party's Personnel and any other officer, director, employee, representative, agent of or secondee to, a party or any of its Related Bodies Corporate.

Schedule means a schedule to these Agreement Terms.

Term has the meaning given in clause 2.

Trust means the trust identified in item 3 of Schedule 1 (if applicable).

25. INTERPRETATION

Unless otherwise stated:

- (a) a reference to this Agreement or another document includes any variation or replacement of any of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, code or other law includes regulations and other instruments or directives under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a person includes any type of entity or body, whether or not it is incorporated or has a separate legal identity, and any executor, administrator, successor or permitted assigns;
- (e) a reference to a body (other than a party) which ceases to exist, or whose powers or function are transferred to another body, is a reference to the body which replaces it or substantially succeeds to its powers or functions;
- (f) specifying anything after the words "include" "including", "for example" or similar expressions does not limit what is included;
- (g) the expression "relating to" and similar grammatical expressions includes arising from, concerning or in connection with (whether directly or indirectly);

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- (h) a reference to a Liability incurred or suffered by us includes Liabilities of our Related Bodies Corporate relating to the relevant matter; and
- (i) a reference to a variation of a charge includes introducing a new charge.

SCHEDULE 1: Contract Details

Item 1: ANTICIPATED ENM SERVICES START DATE – February 2021

Item 2: ORIGIN'S DETAILS

Origin Energy Retail Limited

ABN 22 078 868 425

Address for notices: GPO Box 186 Melbourne VIC 3001

Telephone number: 1800 684 993 (1800 002 438 for after hours and emergencies)

Email: embeddednetworks@originenergy.com.au

Representative: Mike Hamlin

Item 3: PREMISES PARTY'S DETAILS

Premises Party:

ABN:

Address for notices:

Telephone number:

Representative:

Item 4: PREMISES

Address of Premises: 97-107 Stanworth Road, Boondall Qld 4034

Description of Premises: residential complex of 78 townhouses

Plan: 1/RP209072; 7/RP209074; 4/209073

EXECUTED as an Agreement.

SIGNED for and on behalf of Origin Energy Retail Limited ABN 22 078 868 425 by its duly authorised representative in the presence of:

Signature of authorised representative

Signature of witness

Name of authorised representative

Name of witness

Title of authorised representative

Date _____

The Common Seal of
ABN _____ was affixed in the presence
of:

Signature of Secretary

Signature of Chairman

Name of Secretary

Name of Chairman

Date _____