



NOTICE OF EXECUTIVE COMMITTEE MEETING OF THE PTBC

Name of Property:	Sanctuary Cove Primary Thoroughfare Body Corporate
GTP:	201
Location of Meeting:	Meeting Room 1, Sanctuary Cove Body Corporate Services, Sanctuary Cove QLD 4212
Date and Time of meeting	Thursday 26 th October 2023 10:00am

This notice is forwarded to all committee members. If a committee member is unable to attend, they can assign their proxy to an alternate member by completing the attached proxy form or complete the enclosed Voting Paper, in accordance with Schedule 2, Part 2, section 17 of the Building Units and Group Titles Act 1980.

The following agenda sets out the substance of the motions to be considered at the meeting. Sanctuary Cove Body Corporate Services Pty Ltd, for the Secretary.

Agenda

1. Attendance record
2. Apologies and proxies
3. Quorum
4. Conflict of Interest Member Declaration
5. Recording of meeting
6. Motions
 1. Minutes of PTBC EC meeting held 31st August 2023
 2. Minutes of PTBC EC VOC meeting held 8th September 2023
 3. Minutes of PTBC EC VOC meeting held 13th September 2023
 4. Minutes of PTBC EC VOC meeting held 21st September 2023
 5. Minutes of PTBC EC VOC meeting held 21st September 2023
 6. Matters in Progress August/September 2023
 7. Operations Report September 2023
 8. Body Corporate – FSC Minutes – 15th September 2023
 9. Body Corporate – FSC Minutes – 20th October 2023

7. Correspondence for Information

No	Date	From	To	Regarding
1	8 August 2023	DSDILGP – Poppy Ellis-Southwell	Town Planner - Tomas Hill	Correspondence seeking further clarification regarding lawful point of discharge for stormwater management.
2	24 August 2023	Mulpha	PTBC	Registration confirmation for Alphitonia
3	29 August 2023	DSDILGP	Town Planner - Tomas Hill	Correspondence requesting further clarification for SC PTBC amendment application
4	5 October 2023	Grace Lawyers	PTBC Secretary	Formal correspondence regarding proposed new water supply agreement
5	17 October 2023	Grace Lawyers	PTBC Secretary	Draft Deed of Agreement

8. General Business

8.1 Draft Deed of Agreement – Water supply agreement

9. Date of next PTBC EC Meeting – Thursday 14th December 2023

10. Closure of Meeting

Reply To PO Box 15, SANCTUARY COVE QLD, 4212



MINUTES OF PTBC EXECUTIVE COMMITTEE MEETING
For Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201

Location of meeting: Meeting Room 1, Sanctuary Cove Body Corporate Services, Sanctuary Cove, QLD 4212

Date and time of meeting: Thursday 31st August 2023
9:17am – 9:42am

Chairperson: Mr Stephen Anderson

ATTENDANCE

The following members were present at the meeting in Person:

Position: Chairperson Member Name: Mulpha Sanctuary Cove Investments Pty Ltd Lot 6 Rep: Mr Stephen Anderson

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 10 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 20 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 51 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 52 SP 301179 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 52 SP 327424 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 53 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 54 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 58 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Rep Lot 16: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 1 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Principal Body Corporate GTP 202 Rep: Mr Stuart Shakespeare

The following members were present at the meeting by Voting Paper and In Person:

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 10 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 20 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 51 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 52 SP 301179 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 52 SP 327424 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 53 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 54 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 58 Rep: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Rep Lot 16: Mr Paul Sanders

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Lot 1 Rep: Mr Paul Sanders

The following members present by Voting Paper:

The following members were represented at the meeting by Proxy:

Position: Ordinary Member Name: Mulpha Sanctuary Cove Hotel Investments Pty Limited Lot 31 Rep: Mr Barry Teeling to Mr Stephen Anderson

Position: Ordinary Member Name: Mulpha Sanctuary Cove Hotel Investments Pty Limited Lot 32 Rep: Mr Barry Teeling to Mr Stephen Anderson

Position: Ordinary Member Name: Mulpha Sanctuary Cove Hotel Investments Pty Limited Lot 38 Rep: Mr Barry Teeling to Stephen Anderson

Present by Invitation:

Mr Dale St George, PTBC Secretary, (DSG)

Ms Jodie Cornish, Manager Body Corporate, SCBCS

Apologies:

Mr Barry Teeling

A quorum was present.

Nil Conflict of Interest.

The Meeting was not recorded.

Motions

1 Approval of Previous PTBC EC Minutes (Agenda Item 6.1) CARRIED

Proposed by: Statutory Motion

RESOLVED That the Minutes of the PTBC Executive Committee Meeting held on 29th June 2023 be accepted as a true and correct record of the proceedings of the meeting.

Yes	3
No	0
Abstain	1

Members Name	Yes	No	Abstain
Stephen Anderson	X		
Paul Sanders	X		
Barry Teeling	X		
Stuart Shakespeare			X

2 Body Corporate - Matters in Progress (Agenda Item 6.2)**CARRIED**

Proposed by: Statutory Motion

RESOLVED That the PTBC EC notes the Matters in Progress Report July 2023 as tabled and provides an instruction to the Body Corporate Manager to remove items (as detailed at the meeting)

NOTE:**DGS Advised:**

90 – Adelia upgrade Gate - Estimate cost approximately \$260k.

95 – Village Gates – Gates to proceed early next year, due to gate being closed for approx. 3 months.

97 – Fig Tree Replacement – ongoing project, replace all fig trees along the parkway.

103 – Undergrowth Clearing – Will commence next month.

104 – Side Wide Water – Underway and will send documents to Golf Club.

105 – Livingstonia Path Repairs – To be removed.

106/107 – Rezoning/Section 56 – SS mentioned meeting up with MSCD to formalise a conversation. SS to draft an agenda and organise a meeting date. PS proposed to Chair the meeting.

109 – Development of Lot 81 & Lot 10 access point – Access has been granted.

Yes	4
No	0
Abstain	0

Members Name	Yes	No	Abstain
Stephen Anderson	X		
Paul Sanders	X		
Barry Teeling	X		
Stuart Shakespeare	X		

3 Body Corporate – Operations Report (Agenda Item 6.3)**CARRIED**

Proposed by: PTBC Chairperson

RESOLVED That the PTBC EC notes Operations Report August 2023 as tabled.

Yes	4
No	0
Abstain	0

Members Name	Yes	No	Abstain
Stephen Anderson	X		
Paul Sanders	X		
Barry Teeling	X		
Stuart Shakespeare	X		

4 Body Corporate – FSC Minutes (Agenda Item 6.4) CARRIED

Proposed by: PTBC Chairperson

RESOLVED That the PTBC EC notes and accepts the FSC Minutes dated 14th July 2023 as tabled.

Yes	4
No	0
Abstain	0

Members Name	Yes	No	Abstain
Stephen Anderson	X		
Paul Sanders	X		
Barry Teeling	X		
Stuart Shakespeare	X		

5 Body Corporate – FSC Minutes (Agenda Item 6.5) CARRIED

Proposed by: PTBC Chairperson

RESOLVED That the PTBC EC notes and accepts the FSC Minutes dated 18th August 2023 as tabled.

Yes	4
No	0
Abstain	0

Members Name	Yes	No	Abstain
Stephen Anderson	X		
Paul Sanders	X		
Barry Teeling	X		
Stuart Shakespeare	X		

6 Correspondence for Information (Agenda Item 7) CARRIED

Proposed by: PTBC Chairperson

RESOLVED That the PTBC EC notes and accepts the Correspondence for Information, Jul/Aug 2023 as tabled.

NOTE:

As per PTBC EGM meeting.

Yes	4
No	0
Abstain	0

Members Name	Yes	No	Abstain
Stephen Anderson	X		
Paul Sanders	X		
Barry Teeling	X		
Stuart Shakespeare	X		

Proposed by: PTBC Chairperson

RESOLVED that the date of the next PTBC Extraordinary General Meeting will be Thursday 26th October 2023 at 10:00am.

Further **RESOLVED** that the date of the next PTBC Executive Committee Meeting will be Thursday 26th October 2023 10:00am.

Yes	4
No	0
Abstain	0

Members Name	Yes	No	Abstain
Stephen Anderson	X		
Paul Sanders	X		
Barry Teeling	X		
Stuart Shakespeare	X		

Meeting Closed at @ 9:42AM

Chairperson:

Proxy form for Body Corporate meetings
Building Units and Group Titles Act 1980

Section 1 – Body corporate secretary details

Name: The Secretary
Address of scheme: C/- Sanctuary Cove Primary Thoroughfare Body Corporate, PO Box 15,
SANCTUARY COVE, 4212

Section 2 – Authorisation

Notes: 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. If there is insufficient space please attach separate sheets.

I/we

Name of owner 1:

Signature:Dated: ___/___/___

Name of owner 2:

Signature:Dated: ___/___/___

being the Proprietor/s of the following Lot/s

Lot number/s:Plan number:

Name of Body Corporate:

.....
hereby appoint,

Proxy (full name):

as my/our proxy to vote on my/our behalf (*including adjournments*) at (please tick **one**)

- The body corporate meeting to be held on ___/___/___
- All body corporate meetings held before ___/___/___ (*expiry date*)
- All body corporate meetings held during the rest of the body corporate's financial year unless I/we serve you with a prior written withdrawal of the appointment

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

Signature of proxy holder:Dated: ___/___/___

Residential address:

Suburb:State:Postcode:

Postal address:

Suburb:State:Postcode:

VOTING PAPER

Executive Committee Meeting for Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201

Name of Property: Sanctuary Cove Primary Thoroughfare Body Corporate
GTP: 201
Location of Meeting: Meeting Room 1, Sanctuary Cove Body Corporate Services, Sanctuary Cove QLD 4212
Date and Time of meeting: Thursday 26th October 2023 10:00am

Motions

1 Approval of Previous PTBC EC Minutes (Agenda Item 6.1)

Proposed by: Statutory Motion

RESOLVED That the Minutes of the PTBC Executive Committee Meeting held on 31st August 2023 be accepted as a true and correct record of the proceedings of the meeting.

Yes	
No	
Abstain	

2 Approval of PTBC EC VOC Minutes (Agenda Item 6.2)

Proposed by: Statutory Motion

RESOLVED That the VOC Minutes of the PTBC Executive Committee Meeting held on 8th September 2023 be accepted as a true and correct record of the proceedings of the meeting.

Yes	
No	
Abstain	

3 Approval of PTBC EC VOC Minutes (Agenda Item 6.3)

Proposed by: Statutory Motion

RESOLVED That the VOC Minutes of the PTBC Executive Committee Meeting held on 13th September 2023 be accepted as a true and correct record of the proceedings of the meeting.

Yes	
No	
Abstain	

4 Approval of PTBC EC VOC Minutes (Agenda Item 6.4)

Proposed by: Statutory Motion

RESOLVED That the VOC Minutes of the PTBC Executive Committee Meeting held on 21st September 2023 be accepted as a true and correct record of the proceedings of the meeting.

Yes	
No	
Abstain	

5 Approval of PTBC EC VOC Minutes (Agenda Item 6.5)

Proposed by: Statutory Motion

RESOLVED That the VOC Minutes of the PTBC Executive Committee Meeting held on 21st September 2023 be accepted as a true and correct record of the proceedings of the meeting.

Yes	
No	
Abstain	

6 Body Corporate - Matters in Progress (Agenda Item 6.6)

Proposed by: PTBC Chairperson

RESOLVED That the PTBC EC notes the Matters in Progress Report August/September 2023 as tabled and provides an instruction to the Body Corporate Manager to remove items (as detailed at the meeting)

Yes	
No	
Abstain	

7 Body Corporate – Operations Report (Agenda Item 6.7)

Proposed by: PTBC Chairperson

RESOLVED That the PTBC EC notes Operations Report September 2023 as tabled.

Yes	
No	
Abstain	

8 Body Corporate – FSC Minutes (Agenda Item 6.8)

Proposed by: PTBC Chairperson

RESOLVED That the PTBC EC notes and accepts the FSC Minutes dated 15th September 2023 as tabled.

Yes	
No	
Abstain	

9 Body Corporate – FSC Minutes (Agenda Item 6.9)

Proposed by: PTBC Chairperson

RESOLVED That the PTBC EC notes and accepts the FSC Minutes dated 20th October 2023 as tabled.

Yes	
No	
Abstain	

10 Correspondence for Information (Agenda Item 7)

Proposed by: PTBC Chairperson

RESOLVED That the PTBC EC notes and accepts the Correspondence for Information, Aug/Sept 2023 as tabled.

Yes	
No	
Abstain	

11 Date of next PTBC EGM / EC Meeting (Agenda Item 9)

Proposed by: PTBC Chairperson

RESOLVED that the date of the next PTBC Extraordinary General Meeting will be Thursday 14th December 2023 10:00am.

Further **RESOLVED** that the date of the next PTBC Executive Committee Meeting will be Thursday 14th December 2023 10:00am.

Yes	
No	
Abstain	

GTP:201

Name of voter: _____

Signature of voter: _____ Date: _____

MOTION INFORMATION

**MINUTES OF THE
VOTING OUTSIDE COMMITTEE MEETING
OF THE PRIMARY THOROUGHFARE BODY CORPORATE**

Location of meeting: Voting Outside Committee meeting
Date and time of meeting: Friday 8th September 2023
Meeting start time: 5:30pm **Meeting finish time:** 5:35pm

Attendance

The following Committee members were present by voting paper:
 Position: Chairperson Member Name: Mulpha Sanctuary Cove Investments Pty Ltd Rep: Mr Stephen Anderson
 Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Rep: Mr Paul Sanders
 Position: Ordinary Member Name: Principal Body Corporate GTP 202 Rep: Mr Stuart Shakespeare

Quorum

A Quorum was present for this meeting.

MOTIONS

1 Facilities – Biodiversity Macropod Management Program CARRIED

Proposed by: PTBC Chairperson

RESOLVED That the PTBC EC accepts the 4th year Macropod Management Program from Biodiversity Australia for the amount of \$76,720 ex GST with funds to be expensed to the PTBC Administration Fund – Animal Management.

Yes	3
No	0
Abstain	0

Chairperson: _____

Tuesday, 29 August 2023

Mr. Dale St George
P.O. Box 15
Office 6, Building 5 Masthead Way
Sanctuary Cove
Queensland 4212

Delivery via: Email [dale.stgeorge@scove.com.au]

ABN 81 127 154 787
Level 1, 9 Harbour Village Parade
Coomera QLD 4209
PO Box 721 Upper Coomera QLD 4209

Phone 1300 319 954
info@biodiversityaust.com.au
www.biodiversityaust.com.au

Dear Dale,

Re: Five Year Macropod Management Plan – Year Four Implementation

Biodiversity Australia has been engaged by Sanctuary Cove Primary Thoroughfare Body Corporate to undertake a five-year Macropod Management Plan at Sanctuary Cove.

During Year Four management, lethal control and the fertility management drug GonaCon will be administered to a number of female as determined by the population surveys to prevent unsustainable population growth. Euthanasia of a number of females will also take place. Following this, the population should be continually monitored to gauge effectiveness of the drug.

1. Implementation costs

The costs of Year Four management are summarised in Table 2. These costs are exclusive of variations as noted in the Macropod Management Program proposal document.

Table 2: Five Year Macropod Management Plan - Year Two Project Costs.

Year 4 – Option 2					
Revision of Kangaroo Management Plan					
Kangaroo Management Plan Revision	Review and update of existing Kangaroo Management Plan by a qualified ecologist	Principal Ecologist	-	-	\$18,000
Sustained Population Suppression & Monitoring					
Population Monitoring 2 events per annum	Three days of population survey conducted by two ecologists	Ecologist	\$100	60	\$6,000
		Ecological Assistant	\$80	60	\$4,800
Primary Lethal Control (assumed 20 animals)	Team of two to conduct lethal control	Senior Ecologist Ecological Assistant	\$750 / animal	20 animals	\$15,000
Fertility Management (assumed 20 animals)	Team of four people including CSIRO representative, Senior Ecologist and two Ecological Assistants	Senior Ecologist 2 x Ecological Assistant	\$1,300 / animal	20 animals	\$26,000
		CSIRO representative	\$1400 / day	3	\$4,200

		Vet Onsite	\$2,500/day	-	\$2,500
Annual population report	Draft Population Report and control Summary	Ecologist	\$100	30	\$3,000
	Peer Review and Quality Assurance	Senior Ecologist	\$130	4	\$520
Total for 4th year works =					\$76,720

It is anticipated this correspondence contains all the relevant information you require, however if any additional information is required, or you wish to discuss the project further, please don't hesitate to contact Steve Noy.

Yours faithfully,

Steve Noy

Director



Biodiversity
AUSTRALIA



MINUTES OF THE VOTING OUTSIDE COMMITTEE MEETING OF THE PRIMARY THOROUGHFARE BODY CORPORATE

Location of meeting: Voting Outside Committee meeting

Date and time of meeting: Wednesday 13th September 2023

Meeting start time: 5:30pm **Meeting finish time:** 5:35pm

Attendance

The following Committee members were present by voting paper:

Position: Chairperson Member Name: Mulpha Sanctuary Cove Investments Pty Ltd Rep: Mr Stephen Anderson

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Rep: Mr Paul Sanders

Position: Ordinary Member Name: Principal Body Corporate GTP 202 Rep: Mr Stuart Shakespeare

Quorum

A Quorum was present for this meeting.

MOTIONS

1	Facilities – Expenditure for Biodiversity Animal Management Program		CARRIED
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Proposed by: PTBC Chairperson

RESOLVED that the PTBC authorise the appointment of Biodiversity to carry out the following animal management program for 2023/2024 with funds being expended from the PTBC Administration fund – Animal Management.

Item	Amount (ex)	
Corella Dispersal Program 2023/2024	31,800	2 – 12-week events, including community consultation and pyrotechnics.
European Fox	6,840	Den fumigation and traps
Australian White Ibis	22,320	Removal of nests and noise and light deterrents
Total	60.960	

Yes	3
No	0
Abstain	0

Chairperson: _____



Biodiversity
AUSTRALIA

LEADING THE WAY
IN ENVIRONMENTAL
MANAGEMENT

SANCTUARY COVE BODY CORPORATE

WILDLIFE MANAGEMENT

June 2023

****Private and Confidential****
Detailing for Executive
Committee Only

Sustainable partner
dedicated to achieving
ecological and economic



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1. Document Control Page

Version Control

Version	Purpose	Author	Reviewed / approved by	Date
1.0	Final	Jessica Hobart	Jodi Pilborough	23/06/2023

Distribution Control

Copy	Purpose	Method	Issued to:	Name	Date
1.0	Filing	Electronic	Biodiversity Australia	Chantal Sargent	23/06/2023
1.0	Submission	Electronic/ Email	Sanctuary Cove	Dale StGeorge	23/06/2023

Document Reference

P944-BVP-PRP-SanctuaryCoveWildlifeMgnt 2023-2024 program.rev1.0

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2. Executive Summary

Biodiversity Australia is pleased to submit this proposal for the provision of Wildlife Management for Sanctuary Cove Body Corporate. Biodiversity Australia is well equipped to deliver this program due to our local presence in the Gold Coast region, extensive knowledge in the field of vertebrate pest management, and ability to achieve desired results in a cost-effective manner.

Biodiversity Australia shares Sanctuary Cove Body Corporate commitment to a high standard of environmental management. We are excited at the prospect of applying our industry-leading holistic wildlife management expertise within the Sanctuary Cove grounds. Having successfully completed similar works for Sanctuary Cove Body corporate over previous years plus works with civil clients, the Department of Defence, many local Councils, and Government we are confident that we can deliver the project to the standards of all relevant stakeholders.

We invite further discussions into how Biodiversity Australia can help Sanctuary Cove Body Corporate to achieve our common goals throughout this project.



3. Introduction

Biodiversity Australia Pty Ltd is pleased to submit this proposal for the provision of a Wildlife Management program to Sanctuary Cove Body Corporate. This proposal addresses the specifications provided to Biodiversity Australia; at present, the scope of works include management (targeted population reduction and/ or control activities) of several species found to be abundant within the Sanctuary Cove grounds including:

- European fox (*Vulpes vulpes*)
- Corella (*Licmetis*)
- Australian White Ibis (*Threskiornis moluccus*)

Specific Criteria

Biodiversity Australia is well equipped to deliver an effective wildlife management program due to the following:

1. Demonstrated experience in vertebrate pest monitoring and management, including European fox populations;
2. Varied and comprehensive experience in wildlife monitoring and control throughout a variety of habitats and ecosystem types;
3. Established and growing presence with the environmental and vertebrate pest management industry;
4. Demonstrated experience working to a high standard in wildlife hazard mitigation and vertebrate pest management;
5. Varied, comprehensive and relevant experience in wildlife management within the Sanctuary Cove grounds;
6. Ability to obtain reliable data to inform future management recommendations;
7. Demonstrated experience working within a consultancy timeframe and delivering high quality consultancy reports or similar outcomes in a timely manner;
8. Demonstrated ability to work to high ethical standard and ensure that project methodologies are configured such that native and vertebrate pests are managed in both a humane manner and in accordance with relevant state and federal legislation.

This proposal directly addresses the required criteria as well as provides supporting information that will assist Sanctuary Cove Body Corporate to better understand Biodiversity Australia and to make the most of the services that we offer.



4. Project Objective

We understand the project is aimed at managing impacts and reducing the risks associated with several animal species within the Sanctuary Cove Estate (SCE) through humane control activities (the Project). Biodiversity Australia understands that Sanctuary Cove Body Corporate's primary objective for this project is as follows:

- Carry out an effective wildlife management program across several pest species
- Mitigate human-wildlife conflict and fulfil body corporates duties as a responsible landowner to manage declared pests and/or overabundant species within the project grounds.
- Conduct management and control activities that align with the protection of native habitat and fauna species
- Provide a reduction in the abundance of target animal populations on the estate
- Comply with site biosecurity requirements; and
- Comply with state and national guidelines and standards regarding Biosecurity and Overabundant Native Species (BONS) and the humane treatment of animals.

5. Project Methodologies

Biodiversity Australia's proposed methodology for each distinguishable application to achieve the above objective is outlined as follows.

5.1 European Fox Management

Soft Jaw trapping will be the method used for the control of European foxes. A 10-day trapping period is recommended and will be conducted as the management activity. The methodology used for the Soft Jaw trapping activity will adhere to the procedures as outlined in Pest Smart Standard Operating Procedure FOX005: Trapping of foxes using padded-jaw traps as described below. Humane pest animal management will always be undertaken in accordance with relevant Code of Practice (CoP) and Standard Operating Procedures (SOP).

Additionally, a den fumigation activity will be implemented from August through to October 2023, during the European Fox breeding season.

5.1.1 Soft Jaw Trapping Methodology

Before use, traps will be cleaned and treated through a tanning process to remove any scent and to give the traps a protective coating of wax. At this point, each individual trap will be tested to ensure that all trap parts are accounted for, intact, and functioning properly.

Trap locations will be selected based on available data regarding European fox sightings, travel routes and existing attractants. The location of each trap will be accurately recorded as GPS coordinates, and a description of the local area will be noted and provided to the client.

Soft Jaw traps will be strategically placed in order to minimise the exposure of trapped individuals to harsh conditions such as direct sunlight. Traps will be positioned in a shallow hole in the ground and set. The Biodiversity Australia team members will ensure that surrounding vegetation will not interfere with the spring mechanism. The trap will then be anchored using stakes.



A scent lure will be placed on a slightly elevated area (grass, stick or rock) behind the trap. The trap will be accompanied by either dried, fresh or preserved meat. Wind direction relevant to nearby paths will be considered when determining placement of traps and lures.

The trap will be checked every morning by a suitably qualified team member for animal welfare purposes. Throughout the process, additional scent lures will be laid in or around the trap as deemed necessary by project personnel.

If any species other than target species are caught in traps, the following procedures will be followed depending on the type of animal caught:

- Native – injured: Transport to a local carer
- Native – not injured: Immediately release
- Non-native domestic pet – Notify owner or transfer to council pound
- Non-native pest – Humanely euthanise

Animals assessed as requiring euthanasia by our experienced team members will be euthanised from a safe distance with firearms whilst still held by the trap, alternatively if a firearm cannot be utilised on site a captive bolt system can be used. Our consulting vet will be able to respond to assess/sedate any animals that may be pets for return to the owner or appropriate facility.

5.1.2 Den Fumigation

Once active dens have been identified, they can be fumigated using carbon monoxide (CO) as a form of lethal control. While den fumigation may locally reduce the number of foxes or problem animals, it is not effective as a general fox control method and does not result in successful eradication 100% of the time, therefore, den fumigation is best used as part of a coordinated management program.

Fumigation should be carried out only when active dens containing young cubs older than 4 weeks of age can be located. This will usually be around August to October; meaning that the timeframe for implementation of this method is very limited. Den fumigation activity will be conducted in accordance with the *Pestsmart standard operating procedure FOX004*.

5.1.3 Data Collection

Project data collection will occur throughout all stages of management and monitoring. All personnel will be provided with access to site-specific data collection technology and/or sheets. Results of monitoring and control will be recorded, with fields of relevance including, though not necessarily limited to:

- species
- sex
- maturity (adult/juvenile)
- trap location
- outcome (euthanised, released etc.)
- photographs.



5.2 Corella Management

The Sanctuary Cove community is currently hosting large numbers of little corella and long-billed corella, which are causing significant damage to public facilities, private property and vegetation, and creating a noise and hygiene nuisance. The problem is exacerbated by feeding of the birds by a local resident and the presence of pine trees and greens at the Sanctuary Cove Golf Course, both of which attract corellas to the area due to easy food availability.

Sanctuary Cove Body Corporate engaged Biodiversity Australia to implement a management program to discourage them from using the site. To achieve this, a one-month corella dispersal program was conducted during October and November 2019 and a three-month program was conducted in the last financial year (21/22 and 22/23). It is understood that Sanctuary Cove Body Corporate would like to extend the corella management program. As requested, we provide a fee proposal for the above professional service.

Biodiversity Australia proposes to conduct a further dispersal program over two periods of three months. The program will be conducted by one suitably qualified and experienced field technician and structured as follows:

- Month 1: 4 hours/day Monday to Friday
- Month 2: 4 hours/day Monday, Wednesday, Friday
- Month 3: 4 hours/day Monday & Friday

Dispersal will be conducted by means of a variety of non-lethal tools, as outlined below. Harassment activities are typically perceived by the target animal as a threat to their safety, thereby causing them to move away from the source of disturbance. Dispersal by harassment is typically achieved by the use of loud noises or as a result of quick movements and intimidation due to the size of the harasser. The type of dispersal method employed will be selected in response to the birds' behaviour and the location and situation. Effective dispersal is expected to discourage the birds from returning to the site.

It is extremely important that one tool/method is not over-used in relation to the others as this may result in habituation. Habituation occurs when an animal is continuously exposed to a stimulus to a point where it is no longer affected by or displays the same physical response to that stimulus. Habituation of target species may result in a reduction of the overall success of the harassment method.

Lethal control may be utilised in the program but only as a reinforcement to the harassment. Lethal management will only be approved by DES to be undertaken if it has escalated through the hierarchy of controls (refer to section 8) and we can clearly display that this is the case. The previous programs are evidence of this, however, the lethal control is underpinned by the harassment effort and efforts to make the site as unattractive as possible; lethal control will be most effective if used in line with the greater program.



5.3 Australian White Ibis Management

Sanctuary Cove is currently hosting nesting roosts of the Australian White Ibis, which are causing significant damage to public facilities and creating noise and a hygiene nuisance.

Biodiversity Australia propose to conduct two separate tactics to disperse the individuals from their roost. The dispersal will be conducted over their entire breeding season, to ensure they do not return and continue to roost in the same area. As requested, we provide a fee proposal for the above professional service.

Biodiversity Australia proposes to conduct an initial removal of all nests at Sanctuary Cove. It is then recommended that Sanctuary Cove undertake the pruning of all palm trees and limbs of interest utilised by the Ibis, to further reduce the risk of them returning and rebuilding their nests. This first initial removal of nests will occur at the start of their breeding season (August/September).

Biodiversity Australia then proposes to conduct a fortnightly visit to the areas of interest and remove any nests if required throughout their breeding season (August to April). A dusk dispersal is also recommended twice a week throughout the breeding season. The dispersal will be conducted by:

- Fortnightly Nest Check: 4-hour shift.
- Dusk Dispersal: 4-hour shift twice a week.

All nests will be checked prior to removal via a pole and mirror, or via a drone. Dispersal will be conducted by means of a variety of non-lethal tools, as outlined below. Harassment activities are typically perceived by the target animal as a threat to their safety, thereby causing them to move away from the source of disturbance. Dispersal by harassment is typically achieved by the use of loud noises or as a result of quick movements and intimidation due to the size of the harasser. The type of dispersal method employed will be selected in response to the birds' behaviour and the location and situation. Effective dispersal is expected to discourage the birds from returning to the site.

It is extremely important that one tool/method is not over-used in relation to the others as this may result in habituation. Habituation occurs when an animal is continuously exposed to a stimulus to a point where it is no longer affected by or displays the same physical response to that stimulus. Habituation of target species may result in a reduction of the overall success of the harassment method

6. Reporting

Reports will be produced and submitted for each of the components of the management and monitoring programs as described below and further adhering to relevant inclusions detailed throughout the methodological section of this document. All data collected will be utilised within reporting outcomes provided to Sanctuary Cove upon the completion of works. This data will be used to analyse and report on monitoring and trapping program outcomes and provide substantiated conclusions and recommendations accordingly. Reporting will include, though not necessarily be limited to, the following aspects:

- Compilation of relevant data and production of appropriate mapping of control program works
- Data related to opportunistic sightings of feral animal species observed throughout management and monitoring efforts, including relevant spatial data
- Project background



- Works summary
- Key stakeholders
- Trapping methodology for each species
- Monitoring activities and results
- Photographs of trapping areas and pre-/post-euthanasia photographs, including GIS mapping detailing the GPS reference locations for each photograph taken within SCE
- Control program results
- Limitations encountered
- Future recommendations for treatment and management.

7. Schedule

Please see an indicative schedule of Biodiversity Australia wildlife programs to run across 2023/2024 for Sanctuary Cove as below table 1.

Table 1: Summary of wildlife control schedule across all species

Program	2023						2024						
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July
European fox management													
Corella management													
Australian white ibis management													



8. Hierarchy of Controls

Biodiversity Australia employs a hierarchy of controls when managing wildlife, beginning from the first point of contact that requests that wildlife management be undertaken. Successful implementation requires thorough collection of data from the client and an understanding of the species in question. Each level of the hierarchy of controls is employed only when the previous control level has failed.

- 1. Education** – Clients are provided with education regarding the behaviour, ecology and biology of the species. This includes informing the client of:
 - relevant legislative and permit requirements;
 - the reasons for the problem behaviour;
 - the influence of human behaviour;
 - the likelihood of other individuals moving into territory vacated by a removed individual;
 - ecological benefits provided by the species; and
 - ethical and welfare considerations.
- 2. Passive management** – Where possible, management will consist of ibis nesting/roosting discouragement through utilisation of methods which make the location less appealing to the species. This includes measures such as habitat alteration, and removal of food sources. Not all passive management measures are possible at each location; for example, removal of trees immediately surrounding white ibis nesting areas can be very effective in discouraging roosting and colony expansion. However, in some instances, this method may encourage nesting at a separate location, and, as such, should be utilised only in specific circumstances.
- 3. Active non-lethal management** – Harassment activities are typically perceived by the target animals as a threat to their safety, thereby causing them to move away from the source of disturbance. Successful harassment can be achieved with a variety of non-lethal methods. Dispersal by harassment is typically achieved by the use of loud noises or quick movements, with physical intimidation being effective due to the size of the harasser.

These methods are to be utilised as one of several 'tools' in an overall ibis management toolbox. It is extremely important that one tool or method is not over-used in relation to the others as this may result in habituation. Habituation occurs when an animal is continuously exposed to a stimulus to a point where it is no longer affected by or displays the same physical response to that stimulus. Habituation of target species may result in a reduction of the overall success of the harassment method.

In the case of wildlife harassment at a site such as a landfill, a habituated animal will not disperse off site when harassed. The animals may only move a small distance from the harassment activity, contrasting with their pre-habituated response wherein target species were likely to disperse large distances.

A habituated animal no longer views a particular activity as a threat, leading it to become an ineffective dispersal method. By continually alternating between non-lethal harassment method implementation, the target species are exposed to a range of perceived threatening situations which strongly reduces risk of habituation and increases the efficacy of each harassment method.

Tools available to Biodiversity Australia for use throughout active non-lethal management of Australian white ibis include stock whip, gas gun, air horn, siren, pool noodle, quad bike air dancer, pyrotechnics, phantom drone, and the Hyper-spike HS-10 (a portable audio



deterrent device). These tools are employed relative to both aforementioned specifications as well as any site-specific requirements.

4. **Active lethal management** – Australian white ibis management may also employ lethal methods in order to mitigate potential detrimental impacts of colony occupation. Methods of active lethal management may include nest destruction, egg oiling and/or egg destruction.

Humane lethal management is a last resort employed where preceding levels of management have failed. All lethal control activities are undertaken in accordance with current legislation, Biodiversity Australia's *Native and Non-native Bird Lethal Control Procedure*, PestSmart Standard Operating Procedures *BIR001: Shooting of pest birds* and *BIR002: Trapping of pest birds*, other best practice sources, and Biodiversity Australia's current lethal damage mitigation permit.



9. Pricing

Biodiversity Australia has offered a summary of the total cost for the management as provided below, followed by the individual programs costing with an itemisation for the control, effort applied to each activity and inclusions. Any variations to the agreed program shall be charged at a schedule of rates.

Table 2: Summary of Wildlife Management Control Program.

Scope of Works – Wildlife Management Program	
Species Management program	Cost per program (excl GST)
European fox	\$6,840
Corella	\$30,120
Australia White Ibis	\$22,320
Total cost (excl GST):	\$44,220

Individually costing for each of the items is per the below elements.

Table 3: Costing breakdown for European fox management.

Scope of Works Cost Estimate: European Fox Management				
Description	Personnel	Cost	Amount	Total (Ex GST)
Project Management	Senior Technical Lead	\$120/hr	2 hrs	\$240
Den Fumigation	Senior Technical Lead	\$90 /hr	8 hrs	\$720
Trap Installation	Field Technical Lead	\$70/hr	8 hrs	\$560
10 Days of trapping with daily inspection and baiting	Field Technical Lead	\$70/hr	52 hrs	\$3,640
Final Report	Senior Technical Lead	\$90/hr	2 hrs	\$180
Consumables, vehicle, trapping equipment, baits etc				\$ 1,500
Total				\$6,840



Table 3: Costing breakdown Corella per event and per 2 recommended events annually

Scope of Works Cost Estimate: Corella Management				
Description	Personnel	Cost	Amount	Total (Ex GST)
Project Management	Senior Technical Lead	\$120 / hr	10 hrs	\$1,200
Dispersal Month 1	Field Technical Lead	\$70 /hr	80 hrs	\$5,600
Dispersal Month 2	Field Technical Lead	\$70/hr	48 hrs	\$3,360
Dispersal Month 3	Field Technical Lead	\$70/hr	24 hrs	\$1,680
Final Report	Senior Technical Lead	\$90/hr	8 hrs	\$720
Consumables, vehicle, pyrotechnics etc				\$ 2,500
Total per 3 Month management event				\$15,060
2 x 3 months events recommended per year @ \$15,060 each				\$30,120

Table 4: Costing breakdown for Australian White Ibis management.

Scope of Works Cost Estimate: Australian White Ibis Management				
Description	Personnel	Cost	Amount	Total (Ex GST)
Project Management	Senior Technical Lead	\$120 / hr	10 hrs	\$1,200
Initial Nest Removal	Field Technical Lead	\$70 /hr	16 hrs	\$1,120
	Senior Technical Lead	\$90 / hr	16 hrs	\$1,440
Nest check and Removal if required Conducted fortnightly during breeding season	Field Technical Lead	\$70/hr	64 hrs	\$4,480
Dusk Dispersal Once a week during breeding season	Field Technical Lead	\$70/hr	128 hrs	\$8,960
Final Report	Senior Technical Lead	\$90/hr	8 hrs	\$720
Consumables, vehicle, pyrotechnics etc				\$ 4,400
Total per 3 Month management event				\$22,320



9.1 Schedule of Rates

Biodiversity Australia has a schedule of standard rates. These are listed below. All variations to the agreed works shall be charged on the schedule of rates. Rates and works shall be agreed upon in writing prior to any works beginning.

Level & Description	Hourly Rate
Field Technical Lead	\$70
Senior Technical Lead	\$90
Ecologist	\$140
Senior Ecologist	\$160
Principal Ecologist	\$220
Vehicle Hire	\$150/ Day
Consumables	Cost + 10 %

Assumptions and Exclusions

Cost estimate and schedule of rates are valid to Aug 2023. In the event that Sanctuary Cove Body Corporate wish to progress with these works after Aug 2023, we will be happy to revise the quote in accordance with a schedule of rates developed to align with market conditions at the time.

Biodiversity Australia have assessed Sanctuary Cove Body Corporate's indicated desired project outcomes and have developed a scope and methodology accordingly, and allocated equipment, subcontractors, materials and labour to achieve the scope. In the event that Sanctuary Cove Body Corporate's required outcomes change, or Sanctuary Cove Body Corporate require changes to scope or methodology, Biodiversity Australia reserves the right to amend the cost estimate OR we will seek agreement to work under the schedule of rates.

Biodiversity Australia will not be held responsible for delays incurred by the client or other third-party contractors that may be involved with the project.

It is appreciated that this project may be sensitive to the local community. No allowance has been made for additional security or fencing to maintain the safety of our workforce. In the event that these are required, they will be charged as a variation at cost + 10%.

In the event that Biodiversity Australia are required to be involved in community consultation, or to produce materials to be used in community consultation, the time involved will be charged as a variation in accordance with the schedule of rates above.

Any variation to the agreed scope of work will be costed, communicated, and agreed formally prior to the commencement of any out of scope works.

This document may contain information considered as commercial-in-confidence. The recipient of this document agrees to hold all information presented within as confidential and agree not to use or disclose or allow to use or disclosure said information to unauthorised parties, in any manner or at any time before, during or after an agreement has been reached, without prior written consent.



10. Summary and Conclusions

Biodiversity Australia shares Sanctuary Cove Body Corporate commitment to environmental management works that meet high quality expectations and represent value for money. We also maintain a dedication to social responsibility and the development of Indigenous capacity.

Biodiversity Australia has prepared this proposal to complete the Wildlife management services requested by Sanctuary Cove Body Corporate. We have outlined a methodology to fulfil the scope and provided an estimate of costs that offers high quality and value for money.

We are excited at the prospect of applying our industry leading environmental services to the Wildlife Management Management. We invite further discussions into how Biodiversity Australia can help Sanctuary Cove Body Corporate achieve our common goals.



MINUTES OF THE VOTING OUTSIDE COMMITTEE MEETING OF THE PRIMARY THOROUGHFARE BODY CORPORATE

Location of meeting: Voting Outside Committee meeting
Date and time of meeting: Thursday 21st September 2023
Meeting start time: 5:30pm **Meeting finish time:** 5:35pm

Attendance

The following Committee members were present by voting paper:

Position: Chairperson Member Name: Mulpha Sanctuary Cove Investments Pty Ltd Rep: Mr Stephen Anderson

Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Rep: Mr Paul Sanders

Quorum

A Quorum was present for this meeting.

MOTIONS

1	Facilities – Approval of Irrigation	CARRIED
----------	--	----------------

Proposed by: PTBC Chairperson

RESOLVED The PTBC agrees and approves that the Irrigation maintenance contract be taken in-house under the control and direction of Sanctuary Cove Community Services Limited (SCCSL) and the company will then on-charge the total expense to the PTBC.

Yes	2
No	0
Abstain	0

Chairperson: _____



IRRIGATION

MAINTENANCE WORKS – IN HOUSE

DISTRIBUTION: CSC	ATTACHMENTS: 1	DATE: August 2023
MOTION RESOLVED that the Contracts Sub Committee recommends to the PBC and PTBC that the Irrigation maintenance contract be taken in-house under the control and direction of Sanctuary Cove Community Services Limited (SCCSL) and the company will then on-charge the total expense to the PBC/PTBC.		

Irrigation and Pump Technician

Irrigation	PBC/PTBC- 2022	PBC/PTBC- 2023	Proposed in-house costs
Contract	245,340	241,563	106,294
Materials	30,952	35,000	35,000
Total Cost	276,292	276,563	141,294
Saving V Actual			135,269
One off Capital Cost			47,027
Return on Capital			3 months

Trades/Maintenance Officer

Irrigation	Proposed in-house costs
Contract	90,662
Materials	-
Total Cost	90,662
Saving V Budgeted	9,338
One off Capital Cost	43,334

Note: Contract rates include salary and additional payroll expenses (such as Superannuation, Payroll tax, and Workers Compensation) and are based on 2024 rates.

Objective

To transition of the Irrigation maintenance contract from an outsourced supplier to the in-house management model.

Background

The historical outsourcing of irrigation services to various external companies for the PBC and PTBC has resulted in a recurring cycle of turnover and delays in understanding the intricacies of the Sanctuary Cove site and its aging irrigation infrastructure.

Given the success of the management model that brought Plumbing and Electrical services under direct management, it is imperative that the PBC/PTBC consider a similar transition for the irrigation services.

A comprehensive assessment of the current irrigation contract was conducted, encompassing an analysis of costs and performance. This evaluation indicated that the decision to internalise these services is in direct alignment with our commitment to increase operational efficiency, optimise financial opportunities, and improve the overall quality of our systems.



IRRIGATION

MAINTENANCE WORKS – IN HOUSE

In tandem with this transition, Management advocates for the inclusion of a Trades Assistant/Maintenance Officer to provide support across all three trades (Electrical, Hydraulic and Irrigation). This step is accommodated by the budget provisions originally earmarked for an apprentice position, ensuring a strategically sound allocation of resources.

As with any proposed alteration to operational protocols, it is important to recognise that there are inherent pros and cons associated with this undertaking. Management acknowledged the need for a comprehensive examination of the potential benefits and disadvantages in order to make a fully informed decision. Please find attached.

Pricing

In examining the tenders received back in 2020 (below), it's evident that these figures hold relevance even without accounting for the current inflationary pressures. By adhering to these established prices, we stand to gain substantial cost savings through the employment of an Irrigation Technician.

Prices are ex GST

Tenderer	Fixed price PBC	Fixed price PTBC	Total Tender price
Project Pumps & Irrigation	172,136	74,427	\$246,563
TIS Irrigation and Pumping	256,840	38,380	\$295,220

Given Project Irrigations 2020 tender price of \$246,563 and considering the rise in Brisbane's CPI, if the PBC and PTBC were to initiate a call for tenders for the 2023/2024 period, the estimated contract price would likely reach \$287,517. Please see table below.

Original Contracted Price	246,563	
		Revised Contract Price + CPI
CPI BNE- 2021	4.9%	258,645
CPI BNE- 2022	7.3%	277,526
CPI BNE- 2023	3.6%	287,517

Pricing considerations are further complemented by the fact that the 2023/2024 budget has been adjusted to reflect personnel changes in accordance with the company's strategic five (5) year plan. This approach ensures that the proposed transition and are consistent with the long-term financial objectives of the PBC and PTBC.

Furthermore, the provision of \$100,000 has been allowed for a Trades/Maintenance Officer position. This budget is allocated at a balanced 50% share between Plumbing and Electrical at \$30,000 and \$40,000, is designated within the Irrigation contract budget.

Salaries

Remuneration for both the Irrigation/Pump Technician and Trades/Maintenance Officer positions has been established in in accordance with the Plumbing and Fire Sprinkler Award and Miscellaneous Award. By adhering to these prescribed rates, both roles are projected to result in lower expenditures compared to the provisions set within the 2023/2024 budget.

Attachments



IRRIGATION

MAINTENANCE WORKS – IN HOUSE

- Benefits and disadvantages assessment

BENEFITS

Cost Savings

- Eliminate the need for the vendor's profit margin, resulting in a cost savings for our organisation i.e., 10-15% mark-up on materials and parts when purchased directly from the supplier.
- Approximate savings of 4.5% administration costs, per quote/pricing estimate. Usually added by companies/Contract Admins for administrative time/labour.

Management

- Industry knowledge – The plan is to employ one of the current irrigation contractors' who has over seven (7) years knowledge of the site and well-established rapport with current employees underpins their invaluable potential.
- Project Management- Having qualified and knowledgeable staff members onsite is beneficial when investigating the scope of works for a project. It ensures that the latest methods and relevant background information is supplied which assists in achieving an accurate document for quoting purposes. This also decreases the likelihood of any variations or issues arising throughout the duration of the works. The employee is also able to assume the responsibility of site supervisor during the project, verifying the work is being carried out as per the specifications and to the highest quality, whilst also ensuring that all relevant State legislation and Australian Standards etc. are complied with.
- Loyalty- Contractors and companies are flexible and may work with multiple businesses at any one time. As a result of this, they may not prioritise the PBC/PTBC objectives or apply the same level of loyalty and dedication towards our business compared to that of an employee.
- Communication- The breakdown of communication and misinterpretation of information is a large cause of delay when it comes to repairs and quotes etc. Having an irrigation technician employed directly to the PBC/PTBC would guarantee a direct line of communication and would increase the response/repair time of all works. Employees are encouraged to express any potential issues or areas of concern and provide proactive solutions to remedy them.
- Accurate reporting- An employee can contribute and participate in matters relating to preventative maintenance, reactive maintenance, and condition inspection reporting as well as procedures for testing/inspections. Accurate reporting assists with the management of site assets and budgets.
- Workloads- Gives the employer the ability to schedule, plan and carry out works/projects efficiently and effectively, whilst continuing to manage the workloads of all SCCSL Facility team members.
- Company Values- Employees are more likely to invest into promoting company's goals and those of the community

Quality Control

- Control - Although the company sets guidelines, requirements, and deadlines for the contracted company to adhere to, management of the onsite contractor whilst onsite is ultimately the responsibility of the contractor's direct manager/supervisor. Employing an onsite technician ensures that the company have a greater control over this and other items such as works schedules, repair strategies/methods, spending and quality of stock (parts and materials) and compliance with relevant WHS requirements.

- Faster resolution for emergencies, faults, and outages - Technical solutions will be reached and resolved faster as the communication is direct between the office and Irrigation technician. The employee will be educated on all SCCSL standard operating procedures and will respond accordingly without the delay that a contractor would inevitably face due to their various other responsibilities to their supervisor/company.

DISADVANTAGES

- Added responsibility – CEO & Facilities Manager/Department
- Initial Outlay of costs for Company Assets - Vehicle, Uniform, Phone etc.
- SCCSL responsible for training, licencing requirements
- Increase in Insurance and liability (covered under contractor's licence & current insurance policy)
- HR requirements – Risk Compliance and performance management
- Growth and development opportunities limited.



MINUTES OF THE VOTING OUTSIDE COMMITTEE MEETING OF THE PRIMARY THOROUGHFARE BODY CORPORATE

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Position: Ordinary Member Name: Sanctuary Cove Golf and Country Club Holdings Limited Rep: Mr Paul Sanders

Quorum

A Quorum was present for this meeting.

MOTIONS

1 Facilities – The Address Gates/Fence Upgrade CARRIED

Proposed by: PTBC Chairperson

RESOLVED That the PTBC agrees to expend \$80,828.00 Inc GST plus a contingency of 10% in the amount of \$8,082.80 Inc GST for the engagement of Jag Fence to undertake the replacement of 360m of 1.8m spear fencing upgrade, with funds to be expensed to the Sinking Fund – Walls/Fences – 224991.

FURTHER RESOLVED The PTBC agrees to expend \$61,258.13 Inc GST plus a contingency of 10% in the amount of \$6,125.81 Inc GST for the engagement of Secure Entry to undertake the upgrade of the entry/exit/pedestrian gates and boom gates with associated fittings to The Address Gate, with funds to be expensed to the Sinking Fund – Walls/Fences – 224991.

And further notes that due to the nature of the works and in order to keep all gate equipment consistent throughout the resort, only one (1) quote was obtained from Secure Entry. The PTBC approves the reduction in the required number of quotes to be obtained from three (3) to one (1).

FURTHER RESOLVED The PTBC agrees to expend \$62,645.00 Inc GST plus a contingency of 10% in the amount of \$6,264.50 Inc GST for the engagement of Aspen Stone Construction to undertake works to, supply and install approximately 80m² of stone cladding (Queensland Silt Stone in yellow and white) with funds to be expensed to the Sinking Fund – Walls/Fences – 224991.

And further notes that due to the quarry's preferred contractors, only two (2) quotes were obtained. The PTBC approves the reduction in the required number of quotes to be obtained from three (3) to two (2).

FURTHER RESOLVED The PTBC agrees to expend \$46,140.60 Inc GST plus a contingency of 10% in the amount of \$4,614.06 Inc GST for the engagement of Smartstone Group to undertake works to remove existing timber bollards and footings and to supply and lay new block walls (including final certification) with funds to be expensed to the Sinking Fund – Walls/Fences – 224991.

And further notes that due to the walls engineering requirements, only one (1) quote was obtained from Smartstone Group. The PTBC approves the reduction in the required number of quotes required to be obtained from three (3) to one (1).

FURTHER RESOLVED The PTBC agrees to expend \$1,787.50 Inc GST for the engagement of Secure Entry to undertake works to disconnect and reconnect existing CCTV infrastructure, with funds to be expensed to the Sinking Fund – Walls/Fences – 224991

Yes	2
No	0
Abstain	0

Chairperson: _____



Aspen Stone Construction Pty Ltd

PO Box 5163
Kenmore East LPO QLD 4069
info@aspenstone.com.au
<http://www.aspenstone.com.au>
ABN 21168158754

Quote

ADDRESS

Sanctuary Cove Primary G.T.P
201
Sanctuary Cove
Hope Island QLD 4212

QUOTE NO. 1191

DATE 27/08/2023

EXPIRATION DATE 28/11/2023

DESCRIPTION OF WORKS

AMOUNT

Supply and installation of Australian silt stone with approx 80m2 of body and 60lm of corner and capping. 56,950.00

Thank you and have a great day!

SUBTOTAL 56,950.00
GST TOTAL 5,695.00
TOTAL **A\$62,645.00**

Accepted By

Accepted Date



QUOTE

Sanctuary Cove

Date
29 Aug 2023

Expiry
5 Sep 2023

Quote Number
QU-0381

ABN
69 624 550 581

Terraform Landscaping
Pty Ltd
terraformlandscaping@live
.com
www.terraformlandscaping
.com.au
ABN: 69 624 550 581

Description	Quantity	Unit Price	GST	Amount AUD
Supply and install stone cladding 80m2 body and 60 lm corner and cladding	1.00	64,909.09	10%	64,909.09
			Subtotal	64,909.09
			TOTAL GST 10%	6,490.91
			TOTAL AUD	71,400.00

Terms

TERMS OF PAYMENT

10 % Deposit on jobs over \$20,000
20% deposit on jobs under \$20,000

PLEASE NOTE -

ANZ

Terraform Landscaping PTY LTD

BSB : 014-221

ACCOUNT :420368055

QBCC License Number :- 1306506

IF ACCEPTED PLEASE SIGN HERE AND EMAIL BACK :

NAME SIGN DATE.....

quote Conditions :

- Stage payments to be made within 2 business days of progress claim being sent

- If rock is encountered in pier holes and unable to be drilled with a 3T excavator, an hourly rate of \$185 + GST will be charged. If the job involves hand excavation and rock is struck an hourly rate of \$70 + GST will be charged per labourer with a jackhammer.
- If deeper piers are required due to poor soil conditions this will be charged at \$75 + GST per lineal metre for 100UC posts and \$130 + GST per lineal metre for 150UC posts. Prices for 200UC and 250UC posts are done on a job by job basis. - If deeper piers are required due to poor soil conditions this will be charged at \$75 + GST per lineal metre for 100UC posts and \$125 + GST per lineal metre for 150UC posts. Prices for 200UC and 250UC posts are done on a per job basis.
- If water is encountered in pier holes, an hourly rate of \$50 + GST will be charged for labour and pump to remove water prior to installing concrete.
- If site conditions change after the initial quotation and a concrete pump is required to install concrete this will be charged at \$750 + GST.
- No allowance has been made in this quote to rectify any damage caused to the existing structural or soft landscaping caused by machinery accessing and working on the property.
- If fencing brackets are not itemised on your quote, they are not included in the price. The price for fencing brackets is \$30 + GST each supplied and installed.
- It is the owner's responsibility to ensure services are identified prior to works commencing. Our team will make our best effort to identify any obvious services. Any damage caused to services is at a cost to the owner.
- Unless specified, no allowance has been made to remove any material from site. This includes: fill, greenwaste, bricks, besser blocks and concrete
- Please note that any variance in the allowed lengths and heights will be adjusted accordingly on your final invoice.
- The decorative concrete sleeper range are a more expensive than the smooth grey sleepers. Please let us know if you would like to review decorative options
- If you are completing works on or near a boundary, it is highly recommended that you discuss these works with your neighbours prior to commencement to address any potential concerns. It is the owner's responsibility to provide any information regarding specific boundary alignments/agreements prior to the commencement of work..If there is no agreement with neighbouring properties, all parts of the retaining wall including footings and drainage must be contained entirely within the Client's property boundaries.
- Any change to engineering designs will incur an amendment fee of \$200 + GST
- If fencing has been quoted, please allow up to 10 days for a site measure & delivery of colourbond materials after completion of the retaining walls
- If Build Over Sewer/Stormwater applications, relaxations, or operation works applications are required by Council, these will be an additional cost on top of your quoted Council approval price.
- If the job is required to be done in stages, a re-mobilisation fee of \$850 + GST will be charged for each mobilisation

Quotation for New Gates at The Address



Ange Luscombe <ange@smartstonegroup.com.au>
To Sharyn Fox

[Reply](#) [Reply All](#) [Forward](#) [...](#)

Tue 29/08/2023 2:18 PM

Quote

Hi Sharyn,

Quotation for New Gate at The Address is as follows:

Supply and Lay new Block Walls 44.2sqm with engineering and Concrete Piers – including Excavation	\$25636.00
Removal of Timber Fence footing and Tip Fees, Supply of Excavator, Trucks and Labour	\$16310.00
Sub Total	\$41946.00
GST	\$4194.60
TOTAL	\$46140.60

Any queries please call John on 0431271439

Thanks,

Ange Luscombe
Office: 07 5573 1294
Email: ange@smartstonegroup.com.au
Smart Stone Group Pty Ltd
www.smartstonelandscape.com.au



QUOTE

Name:
Sanctuary Cove
The Address
Sanctuary Cove QLD 4212 Australia
0458 333 113
david.manly@scove.com.au

Date: 31/08/2023
Quote No. SO-11563
Valid For: 7 Days
Rep: Rob Foale

Address:
9 Jay Gee Court
Nerang QLD 4211
Tel: (07) 5527 3266
Email: sales@aaurorafencing.com.au

Scope of Works

- Supply & Install 359Lm of 1.8m high aluminium hercules fence
- Remove and dispose of 206Lm of existing aluminium picket fence, existing timber bollard to be removed by others
- 65x65 aluminium posts concreted in ground, post terminating at walls will be fixed directly to the wall
- 1.8m high hercules panels with 40x40 rails and 25x25 crimped spear top pickets @ 140mm centres
- Pickets protrude above the top rail 150mm and below the bottom rail 100mm
- Panels fixed to posts with 4 hole rail brackets and black tek screws
- Panels will be stepped to accommodate any rise/fall in ground height
- Rectification of grass by others following construction
- All materials powder coated black

Total Quote	
Before Tax	75,522.37
Tax	7,552.24
Total	83,074.61

Conditions of Sale

Terms: 25% required on acceptance (10% deposit and 15% progress payment). **Balance strictly due on completion of work.** Payment by credit card will incur a 1% fee. **All services and boundaries to be clearly defined by client.** Fence site to be cleared unless otherwise arranged. Variations may include: Rock holes, Core drilling, Traffic control. **ANY STOPPAGE DURING INSTALL WILL INCUR A FEE OF \$77 PER HOUR PER PERSON INCL GST. (EG: CHANGE IN SCOPE, POSITION CHANGES, UNKNOWN SERVICES AND NEIGHBOUR DISPUTES ETC).** An excess of \$77.00 incl GST per hour plus any machinery costs will apply for any rock or concrete obstructions encountered when installing fence. Definition of a rock hole is a hole which cannot be formed with a post hole shovel. Soil from holes to be left onsite and spread neatly inside the fence line. Cancellation of quote may result in a restocking fee of 25%.

Please sign the below authority and return this quotation to Aaurora Fencing GC Pty Ltd should you wish to proceed.

PLEASE PROCEED WITH SUPPLY & INSTALLATION OF THE ABOVE QUOTATION

SIGNED: _____ PRINT NAME: _____

Bank Details: Aaurora Fencing GC Pty Ltd BSB 012 820 ACC No. 219 832 418



Security & Safety Barriers

PROPOSAL FOR: Sanctuary Cove Body Corporate Services Pty Ltd

PROJECT: Street Frontage Security Fencing for The Address

JF PROPOSAL NO: 2744

YOUR SUPPORT CONTACT: Jordana Thrush

DATE: 21st July 2023

SANCTUARY COVE BODY CORPORATE SERVICES PTY LTD

DAVID MANLY

Office 6, Building 5, Masthead Way,
Sanctuary Cove QLD 4212

PHONE: 07 5500 3315 | **MOBILE:** 0458 333 113 | **EMAIL:** david.manly@scove.com.au

David,

The Jagfence Team are very pleased to be given the opportunity to work with yourself and the team at Sanctuary Cove. Please find our proposal for the supply and installation of fencing for The Address.



SPEARMASTER

INCLUSIONS

- φ 360m 1800H Fencing (spear design and picket spacing to match fencing previously provided for The Boulevard)
 - 1800H x 2400W Spearmaster Aluminium Panels, 40x40 SHS Rails with 25x25 SHS Pickets with formed spears – Powder Coated Black
 - 65x65 SHS Aluminium Post with Aluminium Caps – Powder Coated Black
 - 40x40 Cast Zinc/Aluminium Panel Brackets – Powder Coated Black
 - Minimum 250mm x 600mm 20mPa Concrete Footings or Base Plated Posts fixed with M12 Screw Bolts
- φ Installation
 - Installation of Spearmaster Fencing as listed above.

NOTES

- φ No allowance for Traffic Control – if required to be arranged by others

PROJECT LEAD TIMES

- φ 11-12 weeks

PAYMENT TERM: 40% Deposit, Remainder due 14 Days from Completion

INVESTMENT VALUE: \$73,480.00 + GST

VALIDITY: 14 Days

If you have any questions or require any further information, please feel free to contact me on 07 46 999 800 or email jordana.thrush@jagfence.com.au. Thank you once again for the opportunity, I look forward to working with you soon.

Kind Regards,

Jordana Thrush | Sales Coordinator

TERMS & CONDITIONS OF SALE

1. This Agreement and Sale is between Jagfence Pty Ltd and the named client.
2. Please note that prices and quantities stated on the above quote are subject to confirmation prior to commencement of any work
3. Prices quoted cover only those services nominated in the above quotation.
4. Prices quoted are based on the acceptance of the entire quotation. The quotation is not valid and will be subject to review if only part of quotation is accepted or the quotation is broken up.
5. Agreed works must be able to be completed within six months of the date of quotation
6. Upon acceptance of this quotation, work will be undertaken by employees of Jagfence Pty Ltd and/or it's nominated sub-contractors.
7. This agreement together with our quotation does not imply our willingness to enter into a sub-contract agreement additional or contrary to any conditions set out herewith.
8. All variations to the above quote and/or this agreement must be made in writing, signed and approved by an authorised client representative prior to additional / varied work commencing.
9. Any variation to the fencing alignment which was agreed upon at the time of quotation must be signed by the client and will be charged according to the additional time, materials etc incurred by Jagfence Pty Ltd.
10. It is the clients responsibility to mark out fence positioning and/or have the boundary surveyed. **Underground Services such as phone, power, water, gas & optical fibre must be located by client. No responsibility is taken for damage to services and repairs will be subcontracted and charged out at a cost to the client.**
11. Manual digging requested by the client will result in additional costs.
12. Quotations are based on standard soil conditions for excavations and footings and do not allow for the use of a core drill or jackhammer unless otherwise stated in the quotation. In the event of rock, hard fill or large roots being encountered, additional excavation costs will be applied on top of the quotation. Costs will be decided by negotiation at time of occurrence.
13. Fence line must be well cleared of trees, shrubs, rock etc and must be levelled to follow the bottom of the fence. Any clearing/levelling works will incur additional charges, unless specified in quotation.
14. Completion time of works will be subject to suitable weather conditions.
15. Delays by owner/client in starting/completing project will be borne by the owner/client and a minimum of \$450.00 + GST Site re-establishment fee will be applied.
16. Site specific inductions that exceed thirty minutes in length will incur a charge based on our hourly rate.
17. In the event of a dispute, the customer agrees to provide details of the dispute in writing within 7 days of receipt of invoice. If no details are provided within this time, it will be deemed that there is no dispute and all due monies will be paid as pursuant to clause 25 of this agreement and the Building and Construction Industry Security of Payment Act 1999.
18. If a dispute cannot be settled between parties, an independent mediator/arbitrator will be engaged to resolve the issue at Jagfence Pty Ltd's sole discretion.
19. The addressed name on the quotation is responsible for the full payment of all services.
20. In the event of this order being cancelled or substantially changed by the client, any deposit paid will be forfeited. The client must also pay Jagfence Pty Ltd for all costs incurred up to the date of cancelation which are over and above the deposit amount.
21. Any goods returned to Jagfence Pty Ltd will incur a restocking fee of 20% of the value of the goods.
22. All materials remain the property of Jagfence Pty Ltd until all materials and services have been paid for in full.
23. Unless otherwise specified in the quotation, all products and workmanship is covered by 12 month warranty. Warranty is void if, fencing has been damaged or used other than for its intended purpose. No warranty is given for fencing with shade cloth or other materials attached. Jagfence Pty Ltd accepts no responsibility for faults when fencing has been constructed according to specifications provided by or agreed to by client.
24. The Terms & Conditions outlined above will not in any way withstand any state or federal regulation.
25. Payment Terms: As set out in Quotation above

I/we hereby authorise Jagfence Pty Ltd to perform works as set out above:

_____ / _____ / _____ / _____
 Name (Please Print) Signature Date Purchase Order

Wavetime Constructions

2/27 Broad ST
Labradotr QLD 4215
0411 452 277
justin@wavetimeconstructions.com.au
www.wavetimeconstructions.com.au
ABN: 51106408576

Quote

ADDRESS

Sanctuary Cove
Building 1 Masthead Way
Sanctuary Cove

QUOTE NO. 1435

DATE 10/07/2023

EXPIRATION DATE 10/09/2023

ACTIVITY	QTY	GST	RATE	AMOUNT
security fence:security fence THE ADDRESS	390	GST	210.00	81,900.00

Supply and Install security fence
Design will be 40x40mm rails with
vertical bars with pressed spear tops
and 65mm square post
Total : 390m x 1.8m high
Includes removal of existing 1200mm
high picket fencing of
200m. Timber post fence sections
removal by others.

Powdercoat Finish Satin Black

SUBTOTAL	81,900.00
GST TOTAL	8,190.00
TOTAL	A\$90,090.00

Accepted By

Accepted Date

Direct Deposit Payments can be made to:
ANZ Banking Corporation
Wavetime Constructions
BSB: 014527 A/C: 465 6000 22

SECUREACCESSSYSTEMS.COM.AU

(07) 3056 0221

accounts@secureaccesssystems.com.au

Unit 26, 27 Motorway Circuit, Ormeau, Qld 4208

PO Box 589 Ormeau Q 4208

ABN: 37 147 141 286

QLD Security Firm Licence: 3434975



CUSTOMER QUOTATION NO. 3623

Sanctuary Cove Primary G.T.P 201
C/- Sanctuary Cove Primary B/C
Sanctuary Cove QLD 4212

Site: The Address Gate
Site Contact:
Site Phone:
Valid Until: 05/10/2023

Description

Attend to disconnect and make safe security services at The Address vehicle & pedestrian gate for refurbishment.
Return to re-install security services to new gates and commission.

Part #	Item	Quantity	Unit Price	Total
	Sundries	1.00	\$125.00	\$125.00
	Technician Labour	12	\$125.00	\$1,500.00

Thank you.

Sub-Total ex GST \$1,625.00

GST \$162.50

Total inc GST \$1,787.50



Terms & Conditions

The following terms and conditions apply to our quotation:

Validity

Our quotation is valid as indicated on the proposal. Should the acceptance extend beyond this date, any material and or labour costs may be subject to variation.

Terms of Payment

Payment terms vary and may be negotiated throughout the quotation process. A "Stage payment - Payment of agreed amounts at stage" such as a deposit may be requested.

Proposal

Our proposal, if of interest to you, is based on establishing mutually acceptable contract/subcontract conditions. We reserve the right to negotiate the contract/subcontract conditions.

Consequential Damages

Consequential damages claim, of any form, will not be accepted.

Liability

Notwithstanding any provision to the contrary contained elsewhere in the contract or subcontract, the maximum aggregate liability of Secure Access Systems under the contract or subcontract, in tort and / or otherwise at law, shall in no case exceed the sum of 5% of the originally accepted contract / subcontract sum (limitation of liability). The limit of liability includes but is not limited to liquidated damages and does not apply to any event of amount that is covered and recoverable under the policies of insurance taken out under the terms of the contract / subcontract.

Site Access

Our Tender is based on clear and reasonable access being provided for the duration of the project.

Equipment Warranty

All equipment and materials are covered by a 12-month repair or replace warranty. Any manufacturer extended warranties will be honoured with the exception of labour costs. Warranty exclusions: acts of God, theft, malicious damage, vermin damage, misuse, operator error, power spikes or loss and or user intervention of all software.

All warranties are null and void if equipment is opened, tampered with, or moved from its current location.

Quotation Exclusions

- PowerPoints, Data Points, IP addresses and must be available prior to commencement.
- Unless otherwise specified, we have allowed to carry out the works, and our price has been calculated based on normal working hours (standard 38-hour working week) and work required outside these hours will be additional.
- Any pre-existing components that may require upgrading at the time of installation.
- Alarm system monitoring costs – ICC existing provider (alternatives available)
- Any items not specifically listed in our proposal.
- Provision of security guards whilst works being completed
- Active external internet ready network point's adjacent to our control equipment.
- Fire panel interfacing if required.
- Builder's work including penetrations, chasing, concrete sawing & or drilling.
- Sealing with fire &/or acoustic rating.

(07) 3056 0221

sales@secureaccesssystems.com.au

Unit 26, 27 Motorway Circuit,
Ormeau, Qld 4208

SAS
SECURE ACCESS SYSTEMS



CUSTOM GATE DESIGN-INSTALL & SERVICE
Trading as Automatic Solutions Underwood Pty Ltd

BRISBANE: B5/10-14 Compton Road
UNDERWOOD Q4119
SOUTH EAST QUEENSLAND

Secure Entry Group
Tel. 07 3463 0388
sales@secureentry.com.au
www.secureentry.com.au
ABN : 97 613 325 769
Project Admin & Installation
Licence # 15194941

CUSTOMER QUOTATION NO. 3012669

Sanctuary Cove Principal G.T.P 202
Sanctuary Cove QLD 4212

Site: The Address (Main Entrance
Boulevard)
Phone: 0411 862 163
Created Date: 29/08/2023
Valid For: 30 Day(s)
Valid Until: 18/10/2023

=====

SITE ADDRESS: The Address (Main Entrance Boulevard), Hope Island QLD 4212

******* SCOPE OF WORKS *******

=====

SUMMARY SCOPE OF WORKS WE WILL PROVIDE AS FOLLOWS (DETAILED LIST OF INCLUSIONS BELOW)

ENTRY GATE

CUSTOM GATE SYSTEM - ENTRY GATE

- Custom Driveway System
 - Hand Made Aluminium Gate Frames to AS/NZS 1866-1997 standards
 - Details & Design as Outlined Below
 - Gate Hardware as Listed
 - 2 x 100mm Square Structural Posts - (Fixed to new block wall before stone laid)

GATE AUTOMATION SYSTEM & SAFETY BEAMS

- European Made Automation to Suit (2 Year Extendable Warranty)
 - Using Existing Access control
 - Safety beams - To secure swing gate are within gate
 - Maglock - 630kg rating
 - Safety Beams With Powder Coated Mounting Posts

BOOMGATE SYSTEM

- Commercial Boom Gate System
- LED Lights To Boom Body & Boom Arm
- Boom Gate Body Powder Coated Satin Black
- Integration Of Boom Gate To Gate Automation
 - (Access Control By Others)

FINAL MEASURE DELIVERY

- Site Measurements and CAD Drawings
- Delivery to Site

INSTALLATION AND PROJECT ADMINISTRATION



BRISBANE: B5/10-14 Compton Road
UNDERWOOD Q4119
SOUTH EAST QUEENSLAND

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www.secureentry.com.au
ABN : 97 613 325 769
Project Admin & Installation
Licence # 15194941

CUSTOMER QUOTATION NO. 3012669

- Project Administration & Installation by Secure Entry's Authorised Installer, All Gate Repairs Pty Ltd (QBCC 15194941)
- Traffic Control As Required

EXIT GATE

CUSTOM GATE SYSTEM - EXIT GATE

- Custom Driveway System
 - Hand Made Aluminium Gate Frames to AS/NZS 1866-1997 standards
 - Details & Design as Outlined Below
 - Gate Hardware as Listed
 - 2 x 100mm Square Structural Posts - (Fixed to new block wall before stone laid)

GATE AUTOMATION SYSTEM

- European Made Automation to Suit (2 Year Extendable Warranty)
 - Using Existing Access control
 - Safety beams - To secure swing gate are within gate
 - Maglock - 630kg rating
 - Safety Beams With Powder Coated Mounting Posts

FINAL MEASURE DELIVERY

- Site Measurements and CAD Drawings
- Delivery to Site

INSTALLATION AND PROJECT ADMINISTRATION

- Project Administration & Installation by Secure Entry's Authorised Installer, All Gate Repairs Pty Ltd (QBCC 15194941)
- Traffic Control As Required

PEDESTRIAN GATE

CUSTOM PEDESTRIAN GATE SYSTEM

- Custom Pedestrian Gate System
 - Hand Made Aluminium Pedestrian Gate Frames to AS/NZS 1866-1997 standards
 - Details & Design as Outlined Below
 - Pedestrian Gate Hardware as Listed

FINAL MEASURE DELIVERY

- Site Measurements and CAD Drawings
- Delivery to Site



CUSTOM GATE DESIGN, INSTALL & SERVICE
Trading as Automatic Solutions Underwood Pty Ltd

BRISBANE: B5/10-14 Compton Road
UNDERWOOD Q4119
SOUTH EAST QUEENSLAND

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Tel. 07 3463 0388
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Project Admin & Installation
Licence # 15194941

CUSTOMER QUOTATION NO. 3012669

INSTALLATION AND PROJECT ADMINISTRATION

- Project Administration & Installation by Secure Entry's Authorised Installer, All Gate Repairs Pty Ltd (QBCC 15194941)

WHAT YOU WILL BE RESPONSIBLE FOR

- Posts or Pillars
- Approved Power Source Within 1m of Motor Location;
- Details of Boundary & Service Locations;
 - *It is your responsibility to advise the location of any services or underground assets*
 - *We will not be responsible for any damages to underground services or assets*

DETAILS USED FOR RECOMMENDATIONS AND CONSTRUCTION OF THE ATTACHED QUOTE

The approximate dimensions and details we are working on are as follows:

<i>Gate Type</i>	Single - ENTRY
<i>Gate Opening (inside of posts)</i>	3500
<i>Gate Finished Height</i>	1800mm
<i>Gate Design/Style</i>	Face Mounted Alternating Vertical Sections
<i>Driveway Surface & Level</i>	Concrete with Slight Rake
<i>Driveway Gradient Upon Entry</i>	Level
<i>Gate Opening Direction (from road)</i>	Open Inward
<i>Manufacturing Finish</i>	Premium
<i>Powder Coat Colour</i>	Satin Black
<i>Other (Posts, Custom Brackets etc)</i>	Yes

<i>Gate Type</i>	Single - EXIT
<i>Gate Opening (inside of posts)</i>	3500
<i>Gate Finished Height</i>	1800mm
<i>Gate Design/Style</i>	Face Mounted Alternating Vertical Sections
<i>Driveway Surface & Level</i>	Concrete with Slight Rake
<i>Driveway Gradient Upon Entry</i>	Level
<i>Gate Opening Direction (from road)</i>	Open Outwards
<i>Manufacturing Finish</i>	Premium
<i>Powder Coat Colour</i>	Satin Black



Trading as Automatic Solutions/Underwood Pty Ltd

BRISBANE: B5/10-14 Compton Road
 UNDERWOOD Q4119
 SOUTH EAST QUEENSLAND

Secure Entry Group
 Tel. 07 3463 0388
 sales@secureentry.com.au
 www.secureentry.com.au
 ABN : 97 613 325 769
 Project Admin & Installation
 Licence # 15194941

CUSTOMER QUOTATION NO. 3012669

Other (Posts, Custom Brackets etc) Yes

CUSTOM MANUFACTURED PEDESTRIAN SWING GATE WITH ELECTRIC STRIKE

Aluminium gate fabricated by trade qualified professionals utilising commercial grade aluminium.

The approximate dimensions we are quoting on are as follows:

- Gate Width 1200mm
- Gate Finished Height 1800mm
- Gate Design/Style Face Mounted Alternating Vertical Sections
- Gate Jambs Yes
- Manufacturing Finish Premium
- Powder Coat Colour Satin Black
- Door Hardware Commercial Lever
- Door hing and swing set up Hinged Right/Left Swing in/out
- Lock Requirement To be confirmed
(energex/fire etc)
- Electric Strike Yes
- Other (Posts, Brackets etc)

When installed by one of our installation team the price of the gate includes all incidental hardware necessary for your project including fixings and fasteners, silicone and adhesives where required, receivers, brackets, and stops.

** Where your gate is fitted with an electric strike this will be installed ready for integration with your access control/keypad.*

Summary	
ENTRY GATE SYSTEM	\$32,431.90
EXIT GATE SYSTEM	\$24,959.52
PEDESTRIAN GATE	\$3,866.71
Total	\$61,258.13
Incl. GST of	\$5,568.93



SECUREENTRY

CUSTOM GATE DESIGN, INSTALL & SERVICE

Trading as Automatic Solutions Underwood Pty Ltd

BRISBANE: B5/10-14 Compton Road
UNDERWOOD Q4119
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ABN : 97 613 325 769
Project Admin & Installation
Licence # 15194941

CUSTOMER QUOTATION NO. 3012669

CUSTOM GATE DESIGN & FABRICATION

Item	Quantity
Custom Manufactured SWING Gate	1.00
Hinge Bearing (TOP) 70mm Weld On (Rated 500kg) Each	1.00
Hinge Bearing (BOTTOM) 70mm Weld On (Rated 500kg) Each	1.00
Cap STEEL 100x100mm Galv.	2.00
Post Steel 100x100x3mm 2666mm SHS. Galv.	2.00
Manufacturing	
Installation	
Sub-Total ex GST	\$11,340.72

GATE AUTOMATION

IMPORTANT WARNING: Secure Entry is not responsible for on-site warranty where products have been self installed or installed by third parties. Unless your product has been installed by Secure Entry any claim for warranty will be based on you returning the product to your point of sale with a copy of your purchase receipt for testing before any determination is made.

Being a trade qualified electrician does not equal a qualified technician. Incorrect installation, wiring or programming resulting in damage to control boards and/or other sensitive components is not covered under warranty unless installed by a Secure Entry technician.

Unless provided in writing, Secure Entry or any of it's representatives do not make any representation as to the suitability of a product. Where a motor is being installed by a customer appointed installer it is the responsibility of the installer to assess the gate and suitability of the chosen product based on the manufacturer's specifications.

Item	Quantity
6S SINGLE SWING GATE - Single Commercial Operator with S/S cover	1.00
SEA EYES2 Hard wired SEA PE beams with vandal proof cover adjustable	2.00
Consumables (Fixings, fasteners, cabling etc to suit)	2.00
MAGLOCK - 630kg Rated	1.00
Custom Maglock bracket	1.00
Cap Black Plastic Suit 50x50mm SHS	4.00
Post Aluminium 50x50x3mm 900mm SHS. Powder Coated (Suit Swing Gate Open Stop - Concrete In)	4.00
Installation	
Manufacturing	
Sub-Total ex GST	\$11,109.75

BOOM GATES & BOLLARDS

Item	Quantity
Boom Gate Kit FAAC B680H-4M 24V Hybrid Hydraulic + Brushless Motor, 100% Duty Cycle, RED Cover	1.00
410033 Integrated LED traffic light RED/GREEN - Suit FAAC 680	1.00
Boom Gate FAAC 11m LED Strip	1.00
Powder Coating	11.00
Installation	
Manufacturing	



Trading as automatic gate.com.au Underwood QLD 4119

BRISBANE: B5/10-14 Compton Road
 UNDERWOOD Q4119
 SOUTH EAST QUEENSLAND

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CUSTOMER QUOTATION NO. 3012669

BOOM GATES & BOLLARDS

Item	Quantity
Sub-Total ex GST	\$6,793.07

SITE ASSESSMENTS, FINAL MEASURE & DRAFTING

Item	Quantity
Site Assessing, Measuring & Drafting	
Sub-Total ex GST	\$240.00

Section Sub-Total ex GST	\$29,483.54
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SECUREENTRY

CUSTOM GATE DESIGN, INSTALL & SERVICE

Trading as Automatic Solutions Of Queensland Pty Ltd

BRISBANE: B5/10-14 Compton Road
 UNDERWOOD Q4119
 SOUTH EAST QUEENSLAND

Secure Entry Group
 Tel. 07 3463 0388
 sales@secureentry.com.au
 www.secureentry.com.au
 ABN : 97 613 325 769
 Project Admin & Installation
 Licence # 15194941

CUSTOMER QUOTATION NO. 3012669

CUSTOM GATE DESIGN & FABRICATION

Item	Quantity
Custom Manufactured SWING Gate	1.00
Hinge Bearing (TOP) 70mm Weld On (Rated 500kg) Each	1.00
Hinge Bearing (BOTTOM) 70mm Weld On (Rated 500kg) Each	1.00
Cap STEEL 100x100mm Galv.	2.00
Post Steel 100x100x3mm 2666mm SHS. Galv.	2.00
Manufacturing	
Installation	
Sub-Total ex GST	\$11,340.72

GATE AUTOMATION

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Being a trade qualified electrician does not equal a qualified technician. Incorrect installation, wiring or programming resulting in damage to control boards and/or other sensitive components is not covered under warranty unless installed by a Secure Entry technician.

Unless provided in writing, Secure Entry or any of it's representatives do not make any representation as to the suitability of a product. Where a motor is being installed by a customer appointed installer it is the responsibility of the installer to assess the gate and suitability of the chosen product based on the manufacturer's specifications.

Item	Quantity
6S SINGLE SWING GATE - Single Commercial Operator with S/S cover	1.00
SEA EYES2 Hard wired SEA PE beams with vandal proof cover adjustable	2.00
Consumables (Fixings, fasteners, cabling etc to suit)	2.00
MAGLOCK - 630kg Rated	1.00
Custom Maglock bracket	1.00
Cap Black Plastic Suit 50x50mm SHS	4.00
Post Aluminium 50x50x3mm 900mm SHS. Powder Coated (Suit Swing Gate Open Stop - Concrete In)	4.00
Installation	
Manufacturing	
Sub-Total ex GST	\$11,109.75

SITE ASSESSMENTS, FINAL MEASURE & DRAFTING

Item	Quantity
Site Assessing, Measuring & Drafting	
Sub-Total ex GST	\$240.00
Section Sub-Total ex GST	\$22,690.47



Trading as Automatic Security Underwood Pty Ltd

BRISBANE: B5/10-14 Compton Road
 UNDERWOOD Q4119
 SOUTH EAST QUEENSLAND

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CUSTOMER QUOTATION NO. 3012669

CUSTOM PEDESTRIAN GATE FABRICATION

Item	Quantity
Custom made pedestrian gate kit as per outlined description.	1.00
Entrance Set Commercial Series Knob Keyed Both Side. Stainless Steel 35-50mm	1.00
Electric Strike Multi-Function 12/24VDC Weather Resistant FES10	1.00
Two Core Low Volt 3mm Cable	3.00
Hinge Multifit Self Closing Nylon H/Duty Hinge Pair DPH210	1.00
Gate Stop - Black (Small)	1.00
Cap Black Plastic Suit 50x50mm SHS	2.00
Consumables (Fixings, fasteners, cabling etc to suit)	1.00
Post Aluminium 50x50x3mm 1800 SHS. Powder Coated	2.00
Manufacturing	
Installation	
Sub-Total ex GST	\$3,275.19

SITE ASSESSMENTS, FINAL MEASURE & DRAFTING

Item	Quantity
Site Assessing, Measuring & Drafting	
Sub-Total ex GST	\$240.00
Section Sub-Total ex GST	\$3,515.19

<i>Thank you for the opportunity to quote on your project.</i>	Sub-Total ex GST	\$55,689.20
	GST	\$5,568.93
<i>If you are unsure of any part of your quote please ask.</i>	Total inc GST	\$61,258.13

Custom fabrication projects require a deposit of 50% prior to the commencement of any works with balance of payment due prior to install or dispatch.

Automation only and supply only jobs require payment in full prior to goods being dispatched or scheduled for installation.
 All credit card payments will incur a 1.5% surcharge.

How To Pay

QUOTATION NO. 3012669



Direct Deposit

Bank **National Australia Bank**
 Acc. Name **Secure Entry Group**
 BSB **084572**
 Acc. No. **510257850**



Credit Card (MasterCard or Visa)

Credit Card No.

--	--	--	--	--	--	--	--	--	--

Card Holder's Name: _____ CCV: _____



BRISBANE: B5/10-14 Compton Road
UNDERWOOD Q4119
SOUTH EAST QUEENSLAND

Secure Entry Group
Tel. 07 3463 0388
sales@secureentry.com.au
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ABN : 97 613 325 769
Project Admin & Installation
Licence # 15194941

CUSTOMER QUOTATION NO. 3012669

Expiry Date: / Signature: _____

Customer Reference:	18386	Customer Name:	Sanctuary Cove Principal G.T.P 202
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This document applies to the sale of any Goods or services by Secure Entry Pty Ltd (ACN 613 325 769) and All Gate Repairs (ACN: 639 544 844) collectively known as “The Secure Entry Group”

1 Definitions

In this document:

‘Business Day’ means a day other than a Saturday, Sunday or official holiday in Brisbane.

‘Buyer’ means the entity identified as such in the Invoice.

‘Conditions of Sale’ means this document.

‘Consequential loss means any financial, economic or consequential loss (whether direct or indirect) including, but not limited to:

- (a) loss of actual or anticipated profits or revenue;
- (b) loss by reason of shutdown or non operation;
- (c) loss of opportunity or productivity;
- (d) increased capital or financing;
- (e) increased operational costs;
- (f) increased costs of borrowing; or
- (g) exemplary or punitive damage,
- (h) whether caused by or in relation to breach of contract (including any indemnity), warranty, tort, product liability or strict liability.

‘Contract’ means the contract between the business and the Buyer for the supply of Services (including any Supplies) or the supply of Goods by the business to the Buyer, which unless the business expressly agrees in writing otherwise, comprises the Invoice and these Conditions of Sale.

‘Goods’ means the Goods identified as such in the Invoice.

‘PPSA’ means the *Personal Property and Securities Act 1999* (Qld).

‘PPSA Information’ means any information or documents (including copies of such documents), which are in existence or may be entered into in the future, of the kind mentioned in section 275(1) PPSA.

‘Price’ means the price for the Services (including any Supplies) or Goods identified as such in the Invoice or an amount calculated in accordance with the Schedule of Rates.

‘Invoice’ means the Invoice issued by the business for the supply of the Services or Goods.

‘Services’ means the Services (including any Supplies) identified as such in the Invoice.

‘Schedule of Rates’ means the rates for the Services or Goods identified as such in the Invoice.

‘Supplies’ means any goods, materials or items supplied by the business with the Services identified as such in the Invoice.

2 Quotation and contract

The Buyer acknowledges that the supply of Services or Goods by the business to the Buyer is subject to these Conditions of Sale.

Unless the express terms of a quotation provide otherwise, no quotation issued by the business constitutes an offer to supply Services or Goods referred to within the quotation. the business may vary any aspect of a quotation issued by it, including any prices and these Conditions of Sale, at any time prior to the formation of a contract for the supply of Services or Goods referred to in the quotation.

Any purchase order submitted by the Buyer in response to any quotation of the business will not be binding on the business and no contract will be formed between the business and the Buyer unless and until the business accepts the purchase order and acknowledges this acceptance in writing to the Buyer.

The Buyer agrees that, except as expressly agreed in writing by the business:

- (a) any offer to supply Services or Goods by the business is conditional on the Buyer’s acceptance of these Conditions of Sale;

- (b) any acceptance by the business of an offer by the Buyer to acquire Services or Goods from the business is given on the condition that the Buyer accepts these Conditions of Sale; and
- (c) the Invoice and these Conditions of Sale constitutes the entire agreement between the business and the Buyer; and
- (d) any terms and conditions proposed by the Buyer in connection with the supply of Services or Goods by the business are expressly excluded, including any term or condition in any prior or subsequent Invoice or communication from the Buyer.

3 Supply of Services

All times quoted to the Buyer for the supply of the Services are estimates only and under no circumstance is The Secure Entry Group liable for any loss, damage or delay arising from any late performance of the Services. For the avoidance of doubt, time is not of the essence of this Contract.

Where the business supplies the Services by instalments and the business fails to perform the Services by the quoted day for any one of the instalments, the Buyer cannot terminate this Contract with regard to the remaining Services to be supplied.

4 Supply of Goods

All times quoted to the Buyer for the supply of the Goods are estimates only and under no circumstance is the business liable for any loss,

damage or delay arising from any late supply of the Goods. For the avoidance of doubt, time is not of the essence of this Contract.

Where the business supplies the Goods by instalments and the business fails to provide the Goods by the quoted day for any one of the instalments, the Buyer can not terminate this Contract with regard to the remaining Goods to be supplied.

5 Prices

The Buyer must pay the business the Price and any other amounts payable to the business for the supply of the Services or Goods in accordance with these Conditions of Sale.

Unless the business specifies otherwise in writing to the Buyer the Price and all prices quoted by the business are exclusive of all taxes, levies, duties, and tariffs (whether direct or indirect).

If the business is liable to pay any taxes, levies, duties, or tariffs in connection with the supply of any Goods or Services, the Buyer will pay the business the amount for which it is liable.

6 Invoicing and payment

The Secure Entry Group will issue invoices to the Buyer for the Services and for the Goods and Supplies. Unless otherwise stipulated the Buyer will pay the business the amount specified in the invoices issued by the business, without set off or deduction. Invoices are due for payment upon receipt of the invoice.

The Secure Entry Group may fax or email an invoice to the Buyer. The invoice will be deemed to be received on the date the invoice is faxed or emailed.

Payments are to be made by either electronic funds transfer (EFT) to:

(i) Bank:	National Australia Bank
(ii) Favour of	Secure Entry Group
(iii) BSB	084-572
(iv) Account #	51025 7850
(v) Reference	Invoice Number

By credit card in store or by phoning the number on your quote/Invoice (note a 1.2% surcharge applies to payments on credit card)

By cash in store only.

If any amount due by the Buyer is in arrears, the Buyer must pay, in addition to the consideration for the Services or Goods, interest on the amount in arrears at the rate 10% per annum, compounded monthly, until the full amount of the invoice, together with all accrued interest, has been paid.

If the Buyer disputes any amount purportedly owed by it to the business under these Conditions of Sale, the Buyer must nevertheless pay the amount of the invoice to Secure Entry Group. After the dispute is resolved, if it is agreed or determined that Secure Entry Group has been paid more than it was entitled to claim under these Conditions of Sale, the amount that has been agreed or determined will be paid by The Secure Entry Group to the Buyer within 30 days after the agreement or determination is made.

At The Secure Entry Group's option, this may require that all or some payments for Services or Goods be guaranteed by a bank guarantee in a form and from a financial institution acceptable to The Secure Entry Group. The Secure Entry Group will return any bank guarantee as soon as payment has been received in full.

7 Title and risk

Title to any Supplies, provided with the Services, and any Goods supplied do not pass to the Buyer until the Buyer pays The Secure Entry Group the full amount owed by the Buyer under the Contract.

Risk in the Supplies and Goods will pass to the Buyer on delivery Free On Transport at The Secure Entry Group's premises.

8 Personal Property Securities Act

In this clause, the following words have the respective meanings given to them in the PPSA: account, financing statement, financing change statement, purchase money security interest, register, registration, security interest and verification statement.

The Buyer acknowledges that these Conditions of Sale create a security interest under the PPSA in the Goods (which may be a purchase money security interest) and consents to The Secure Entry Group effecting a registration on the PPSA register in relation to any Security Interest contemplated by these Conditions of Sale.

The Buyer must pay all costs, expenses and other charges incurred, expended or payable by The Secure Entry Group in relation to the filing of a Financing Statement or Financing Change Statement in connection with these Conditions of Sale.

The Buyer must not charge the Goods in any way or grant or otherwise give any interest in the Goods while they remain the property of The Secure Entry Group, nor allow any third party to acquire a Security Interest in the Goods.

If the Buyer makes a payment to The Secure Entry Group at any time whether in connection with the supply of Goods or otherwise, The Secure Entry Group may apply that payment to first satisfy obligations that are not secured, then obligations that are secured, but not by a purchase money security interest, in the order in which those obligations were incurred, and then obligations that are secured by a purchase money security interest, in the order in which those obligations were incurred.

If the Buyer fails to comply with any obligation under these Conditions of Sale then, without limiting the remedies available to The Secure Entry Group:

- (a) upon request by The Secure Entry Group, the Buyer must return the Goods;
- (b) the Buyer authorises The Secure Entry Group and any person authorised by The Secure Entry Group to enter premises where the Goods may be located to take possession of the Goods; and
- (c) The Secure Entry Group may retain, sell or otherwise dispose of the Goods.

The Buyer agrees to the extent permitted under the PPSA, the Buyer has no right:

- (a) to receive notice of removal of an accession under the PPSA;
- (b) under Chapter 4 of the PPSA; or
- (c) under the PPSA to receive a copy of any verification statement or financing change statement under the PPSA.

The Buyer must unconditionally ratify any actions taken by The Secure Entry Group under this clause.

9 Confidentiality

Each party must ensure that it and its employees, agents and subcontractors do not, without the prior written approval of the other, either during the supply of the Services or Goods after the expiry of these Conditions of Sale, disclose or give to any person any Confidential Information of the other, except as required by law.

The Buyer and The Secure Entry Group are entitled to disclose Confidential Information to its professional advisers but only if disclosed under a similar duty of confidentiality.

Confidential Information means all written or oral communications, documents and other Information (whether on computer disk, visual presentation or otherwise).

Each party agrees to keep the PPSA Information in strict confidence and not disclose that information, except in circumstances required by sections 275(7)(b) or (e) PPSA, provided that where sections 275(7)(b) or (e) require such disclosure, the party that is required to disclose the information gives all available notice to the other party to allow that party to legally challenge the required disclosure and takes all available steps (whether required by the other party or not) to maintain such PPSA Information in confidence.

Each party agrees not to authorise the disclosure of any PPSA Information to any third party pursuant to section 275(7)(c) PPSA or request information under section 275(7)(d) PPSA unless the other party to these Conditions of Sale explicitly agrees.

10 Force majeure

If The Secure Entry Group is directly or indirectly affected in the performance of any obligation under these Conditions of Sale by an event or circumstance which is beyond the reasonable control of The Secure Entry Group, The Secure Entry Group will not be in breach of (and, accordingly, will not be liable under) the Contract for not performing, or for the manner of its performance of, that obligation for the period of time during which and to the extent that The Secure Entry Group is so affected.

11 Warranties

The Buyer acknowledges that it has satisfied itself that the Services and Goods are suitable for the Buyer's purposes and acknowledges that it has not relied upon any warranty or representation from The Secure Entry Group concerning the Services or Goods.

Except as expressly set out in this Contract, The Secure Entry Group does not give and is not bound by or subject to any condition, term, warranty, guarantee, representation or obligation in connection with this Contract or in connection with the Services or Goods, whether such condition, term, warranty, representation or obligation is implied by virtue of any statute, the common law, equity, custom or trade usage or otherwise.

This clause does not exclude, restrict or modify any condition, term, warranty, representation or obligation which is imposed under or by virtue of any applicable statute, statutory rule or regulation to the extent to which such condition, warranty, term, obligation or liability cannot lawfully be excluded, restricted or modified. If any condition, term, warranty, representation or obligation is implied in this Contract and cannot be lawfully excluded, to the extent permitted by law, the liability of The Secure Entry Group for breach of that condition, term, warranty, representation or obligation is limited to the cost of re-performing the Services or re-supplying the Goods.

The Secure Entry Group warrants that any Services supplied under this Contract will be performed by suitably qualified and experienced personnel exercising due care, skill and diligence. The warranty period for the Services is one month from the date of completion of the Services.

The Secure Entry Group warrants that any Goods supplied under this Contract will conform in all material respects to the description of the Goods included in the Invoice, and against failure due to defects in materials and workmanship affecting performance for the warranty period of 6 months from the date of providing the Goods. Goods not manufactured by The Secure Entry Group which are warranted separately by their respective manufacturers are not warranted by The Secure Entry Group and The Secure Entry Group will assign to the Buyer whatever rights The Secure Entry Group obtains under such warranties.

The Buyer acknowledges that its sole and exclusive remedy for non-conformance or defective Services and Goods is the correction of or the re-performance of or the re-supply of the non-conforming or defective Services and Goods.

The Secure Entry Group warrants that any rectified Services or Goods will conform with the original warranty for the balance of the original warranty period.

No warranty claim will be considered by The Secure Entry Group unless the Buyer completes The Secure Entry Group's Warranty Claim Form (available upon request) and submits it to The Secure Entry Group within the applicable warranty period but in no event later than 10 days after the Buyer discovers (or in the exercise of reasonable diligence, ought to have discovered) the failure of the Services to conform with the warranty.

For items purchased on a supply only basis, The Secure Entry Group will not be responsible whatsoever for incorrect installation of such goods. Many items contain sensitive electronic components that can easily be damaged or ruined by incorrect installation, handling and storage. Damage caused by incorrect installation, handling or storage will not be covered by warranty. If you are unsure of your ability to successfully install the product you have purchased we strongly advise you seek professional assistance immediately.

12 Liability

The Buyer indemnifies The Secure Entry Group and must keep The Secure Entry Group indemnified, from and against any and all claims, demands, suits, liabilities, causes of action, losses, expenses, damages or penalties, including without limitation court costs and legal fees, for personal injuries or property damage, to the extent caused or contributed to by the negligence or willful misconduct of the Buyer.

Notwithstanding anything to the contrary in the Contract:

- (a) The Secure Entry Group will not be liable to the Buyer, or any other party beneficially entitled under or pursuant to the Contract (including under any indemnity), for any Consequential, indirect or economic loss or damage (Including loss of actual or anticipated profits or revenues, loss by reason of shut down or non-operation, increased costs of borrowing, capital or financing, or loss of use or productivity) whether caused by or in relation to breach of contract, warranty, tort (including negligence), product liability, indemnity, contribution, strict liability or otherwise at law (even if advised of the possibility of such loss or damage);
- (b) The Secure Entry Group's liability under or in connection with this Contract is limited to 10% of the Price;
- (c) no damages, whether liquidated or unliquidated, apply to this Contract; and
- (d) to the extent permitted by law, the rights and remedies in the Contract are the sole and exclusive rights and remedies available to the Buyer in connection with this Contract and the supply or failure to supply the Services or Goods.

The Secure Entry Group will have all rights and remedies set out in this Contract in addition to those otherwise available at law. All such rights and remedies are cumulative. The Buyer must pay all costs and expenses paid or incurred by The Secure Entry Group in enforcing its rights under or in connection with this Contract and the supply of the Services or Goods including, without limitation, legal fees and court costs.

13 Insurance

The Secure Entry Group maintains for itself the following insurances:

- (a) public and product liability insurance;
- (b) workers' compensation insurance; and
- (c) motor vehicle insurance.

Other insurances, including contract works insurance, can be obtained by The Secure Entry Group at the Buyer's cost.

The Secure Entry Group will not name or note the Buyer as an additional insured or interested party in any of the policies of insurance maintained by The Secure Entry Group and will not waive any rights of subrogation.

14 Termination and cancellation

The Secure Entry Group may terminate the Contract:

- (a) immediately on written notice to the Buyer if the Buyer breaches any term of the Contract; or
- (b) for any reason in its absolute discretion on giving 14 days' written notice to the Buyer.

If The Secure Entry Group terminates this Contract in accordance with the previous paragraph, the Buyer will have no claim against The Secure Entry Group.

The Buyer may only terminate the Contract or cancel all or part of an order for Services or Goods with the written consent of The Secure Entry Group. If the

Contract is terminated or an order is cancelled before commencement of the supply of the Services or Goods, the Buyer must pay to The Secure Entry Group an amount equal to 10% of the Price. If the Contract is terminated or an order is cancelled after commencement of the supply of the Services or Goods, the Buyer must pay to The Secure Entry Group the amount equal to the Price of the Services or Goods unless otherwise agreed by The Secure Entry Group in writing.

The Buyer agrees that it is in The Secure Entry Group's sole discretion whether or not The Secure Entry Group agrees to: terminate the Contract, cancel an order or part of an order, reduce the amount payable by the Buyer on cancellation or termination.

15 Dispute resolution

If a party considers that a dispute has arisen in connection with the Contract that party must give the other party written notice detailing the nature of the dispute and an outline of what is being requested to resolve the matter. Within 10 Business Days after a receipt of a notice of dispute, the dispute must be referred to an authorised person, or their delegates, to attempt to resolve the dispute and, failing resolution, to agree on an alternative method of resolving the dispute.

If the parties' authorised person, or their delegates, do not resolve the dispute, or agree to an alternative means of resolving the dispute, within 15 Business days (or such other period as the parties may agree) after notice of the dispute is served, then either party may commence mediation by giving notice to the other party and referring the matter to an approved mediator.

The rules nominated by the approved mediator apply to any mediation under the Agreement and the parties must comply with those rules.

If 25 Business Days after notice of the dispute has been served (or such other period as the parties may agree), the parties have not resolved the dispute or agreed an alternative means of resolving the dispute either party may initiate proceedings in a court. Until such time neither party may initiate court proceedings except for urgent injunctive or declaratory relief in relation to any matter arising under the Contract.

16 General

Unless The Secure Entry Group expressly agrees in writing otherwise, the Invoice issued by The Secure Entry Group and these Conditions of Sale constitute the entire agreement between The Secure Entry Group and the Buyer. The Contract supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties. To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion, has no effect except to the extent expressly set out or incorporated by reference in this Contract.

The Contract may only be amended, altered, supplemented or cancelled with the prior written consent of The Secure Entry Group.

The Buyer may not assign or transfer the Buyer's rights or obligations under the Contract without The Secure Entry Group's prior written consent. The Secure Entry Group shall in its absolute discretion assign any amount owing to it by the Buyer under this Contract to any third party or third parties.

The failure of The Secure Entry Group to require full or partial performance of a provision of the Contract does not affect the right of The Secure Entry Group to require performance subsequently. A right and remedy under the Contract may only be waived or renounced, in whole or part, in writing signed by The Secure Entry Group. Any such waiver is effective only if supported by consideration from the Buyer and to the extent specifically set out in that waiver. A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.

A clause or part of a clause of the Contract that is illegal or unenforceable may be severed from the Contract and the remaining clauses or parts of the clause continue in force. If any clause or part of a clause is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this document in the relevant jurisdiction, but the rest of this document will not be affected.

Queensland law applies to the Contract. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.

17 Interpretation

In the Contract:

- (a) a singular word includes the plural and viceversa;

- (b) a reference to a party to the Contract or any other document includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (f) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (g) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;
- (h) a reference to Buyer includes a corporation, joint venture, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity purchasing or ordering Goods and Services from The Secure Entry Group;
- (i) a reference to 'month' means calendar month; and
- (j) this document is not to be interpreted against the interests of The Secure Entry Group merely because it proposed this document or some provision in it or because it relies on a provision of this document to protect itself.

6.6

As at
16 October 2023



#	MEETING DATE	RESOLUTION	Onus	COMMENTS	EXPECTED COMPLETION DATE
90	06/18	Upgrade of Adelia pedestrian and vehicle access gates	FM	Project approved - underway	Commenced
95	09/19	Village Gate	FM	Major earthworks and by-pass scheduled for November 2023	Commenced
97	10/20	Fig Tree replacement - Boulevard	FM	03/23 – Investigation, alternate trees to be purchased and grown, detailed plan to be developed of gradual replacement. 06/23 – Gradual work at this stage	ON HOLD
101	08/22	A Class Water	CEO	03/23 – October 2023 completion - Energex 03/23 – Ongoing follow-up with GCCC for revised contract 06/23 – Delayed from Energex, awaiting a transformer and timing , potentially June 2024 We will have partial handover in November 2023.	ONGOING
102	03/23	Safety concerns Boulevard pathway - risk	FM	Review timing of addressing potential hazards on each side of the Boulevard pathway	Pending

As at
16 October 2023



103	03/23	Clearing on undergrowth along the fence line on the right-hand side outgoing	CEO	Easements located and Facilities will action cleanup and ongoing maintenance. Underway	Commenced
104	02/23	Site wide water review	CEO / Golf	<ul style="list-style-type: none"> ○ Lake storage and stormwater runoff investigations to ascertain retention of stormwater. ○ Motion on PTBC Agenda - \$42K (ex gst) for a complete report and recommendations. ○ WO issued 	Commenced
106	04/23	Re-zoning – PTBC correspondence to PBC EC from MBA Lawyer dated 24/4/23 and further 10/5/23 MBA Lawyers	PTBC	<ul style="list-style-type: none"> ○ Right of PBC to impede re-zoning application, illegal action in seeking legal advice and authorising expenditure in challenging RFI 	ONGOING
107	05/23	Advice sought by PTBC amending section 56 Sanctuary Cove Resort Act 1985	PTBC	<ul style="list-style-type: none"> ○ What is the process in amending section 56 to address residents' concerns about those members of the PTBC accessing the Secondary Thoroughfare. 	ONGOING
109	06/23	Development of Lot 81 and Lot 10 Access point from The Parkway – approval sought from Developer.	PTBC	<ul style="list-style-type: none"> ○ Construction of an access point off the Parkway 	Pending



OPERATIONS REPORT – SEPTEMBER 2023

EXECUTIVE SUMMARY

Financial Performance

PBC Levies History per lot commencing 2016 through to 2024.

Year	2016	2017	2018	2019	2020	2021	2022	2023	2024
No of Lots	1,734	1,734	1,734	1,734	1,823	1,823	1,823	1,823	1,823
Admin Fund	4,945	4,906	5,192	5,469	5,526	5,506	5,117	4,749	5,289
Sinking Fund	2,018	1,877	1,726	1,587	1,142	COVID	1,249	1,249	1,286
Total Levies	6,963	6,783	6,918	7,056	6,668	5,506	6,365	5,997	6,575
% + / (-)	7.2%	(2.6%)	2.2%	2.0%	(5.5%)	(17.4%)	15.6%	(5.8%)	9.6%
CPI Increases	1.0%	2.1%	2.1%	1.6%	3.0%	3.8%	6.1%	7.0%	
Savings					577,549	1,440,065	429,450	62,425	

Total CPI increases 2014 up to 2023 – 31.2%- Actual Levy increase over the same period 2.1%- saving residents-\$6,030,150.

PBC Asset Valuations

Year	Asset Value \$	Asset Capital Expenditure
2016	75,800,325	654,069
2017	84,727,424	378,709
2018	92,036,020	1,322,484
2019	98,638,860	1,342,562
2020	98,428,832	3,577,999
2021	98,939,506	4,557,200
2022	102,658,506	3,3431,264
2023	111,629,219	5,589,343
Total		20,853,629
Asset Increase	47.3%	

***PBC Sinking Fund Balance = \$5,960,178**



1.1 General Improvements

- Website to be launched in November/December 2023.
- StrataVote/Bing – New software systems that enable greater efficiencies in body corporate reporting and voting which will save time and communication with RBC Chairs and Committees.
- Complete review of reporting formats for all entities has commenced.
- Proposal presented and supported by Finance and Contracts Subcommittees to employ an Irrigation and Pump Technician and Trades Assistant in-house, saving approx. \$153,000 (ex gst) each year.
- Water Billing:
 - Implementation of standpipe hiring procedure.
 - Reviewed high/low water usage in-house & labour procedures.
 - Hydrant and sluice valve investigation and replacement work.
 - Tulip street lighting replacement (three-year program) commenced; savings will be generated by cost efficient technology.
- Facilities Compound – Total project cost, including contingency, was \$1,402,612 (ex gst). The remaining budget is \$76,902.
- Class A Water project \$5,860,000 (ex gst) commenced with potential June 2024 completion.
- Introduced automated Parking Infringement Notices and ticket printing whilst on patrol.
- All Security Officers on patrol have iPads to allow access to all relevant documentation whilst on patrol.
- Avigilon CCTV to heighten Sanctuary Cove's security, including alerting the team when a person tailgates.
- Stage 2 CCTV underway with 25 cameras in 17 locations installed utilising Wi-Fi technology and solar power.
- Security vehicles upgraded in February.



Key Performance Indicators

Positive / Actioned	Watch / Ongoing	Negative / Not Started
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Principal Body Corporate (Major Variances)

Principal Body Corporate (Major Expenditure Variances)	YTD Actual	YTD Budget	Variance +/- (-)	Variance %	Top 5	Forecast Annual	Budget Annual
Management Fees	1,355,998	1,146,090	(209,908)	(18.3)%		1,355,998	1,146,090
Security services	3,250,997	3,285,171	34,174	1.0%		3,250,997	3,285,171
Network Manager Service Fees	371,599	359,402	(12,197)	(3.4)%		400,000	387,323
Consultants	40,107	27,500	(12,607)	(45.8)%	5	95,000	119,389
Gross Pollutant Trap	13,782	0	(13,782)	(0.0)%		13,782	18,183
Grounds & Garden - Contract	747,686	841,500	93,814	11.1%		832,686	918,000
Grounds & Garden - mulching	59,073	91,667	32,593	35.6%		69,073	100,000
Grounds & Garden - tree management	78,962	91,667	12,705	13.9%		93,962	100,000
Grounds & Garden - Other	46,796	137,500	90,704	66.0%	4	61,796	150,000
Irrigation - Golf Lakes Maintenance	51,470	9,167	(42,304)	(461.5)%	1	52,304	10,000
Insurance Premiums	174,509	202,642	28,133	13.9%		174,509	202,642
Plumbing Contract	95,275	120,986	8,348	6.9%		110,000	131,985
Plumbing – materials / machinery	134,828	114,583	(20,245)	(17.7)%		149,828	125,000
Roads	41,003	32,083	(8,919)	(27.8)%		43,800	35,000
Road Sanding	15,211	30,000	14,789	49.3%		30,000	30,000
Waste Removal – Contract	770,678	772,717	2,039	0.3%		857,678	842,964
Water Charges	530,421	240,000	(290,421)	(121.0)%	2	610,421	320,000
ARC Expenses	52,830	137,500	84,670	61.6%		(52,878)	(150,000)
Irrigation - A or C class water usage	18,474	72,270	53,796	74.4%	3	25,044	78,840
Other Expenses	1,801,160	1,851,241	50,081	2.7%		2,107,687	2,275,941
Total Expenditure	9,650,860	9,563,686	(87,174)	(0.9)%		10,281,687	10,126,528

Points to note:

1. 2023 Budget only nominal maintenance and not water management plan, the overspend in this account is offset by A class water not used.
2. Water Charges – GCCC issued a revised invoice in relation to a water leak. This matter is currently under review with GCCC, and insurance claim submission is under review.
3. Savings in Class A is partially absorbed by increased costs for Golf Lakes maintenance.
4. Grounds and Gardens other works projected to result in \$76k savings for the year.
5. Utilisation of consultants as required.



Sanctuary Cove Principal Body Corporate			Budget	70,000.00
<i>Grace Lawyers</i>	<i>28.08.20</i>	<i>Application to referee Lot 4 Corymbia</i>		419.90
<i>Grace Lawyers</i>	<i>14.12.20</i>	<i>Short Term Letting through RZABls</i>		675.30
<i>Grace Lawyers</i>	<i>01.12.21</i>	<i>Advice for minor/major project agreement/contract</i>		1,074.45
Grace Lawyers	31.10.22	PBC v Leslie		820.00
Grace Lawyers	31.10.22	PBC v QLD Property Holdings		2,380.00
Grace Lawyers	29.11.22	Leslie settlement		0.00
Grace Lawyers	30.11.22	PBC Rezoning		1,163.30
Grace Lawyers	31.12.22	General Retainer December 2022		1,070.00
Grace Lawyers	31.12.22	PBC v QLD Property Holdings		346.50
Grace Lawyers	28.02.23	PBC v Leslie		975.00
Grace Lawyers	28.02.23	PBC v Sue Grey		809.00
Grace Lawyers	28.02.23	PBC v 4638 The Parkway		3,504.50
Grace Lawyers	28.02.23	General Retainer February 2023		225.00
Grace Lawyers	31.03.23	PBC v Leslie		2,310.00
Grace Lawyers	30.04.23	PBC v Buttner		3,740.00
Grace Lawyers	30.04.23	PBC Rezoning		1,683.00
Grace Lawyers	30.06.23	Amend mooring agreement		1,469.50
<i>Grace Lawyers</i>	<i>31.05.23</i>	<i>PBC v Buttner</i>		<i>5,815.40</i>
Hynes Legal	22.06.23	DCBL review		9,272.52
Grace Lawyers	31.05.23	PBC v Buttner		2,475.00
Grace Lawyers	30.06.23	PBC v Buttner		9,564.60
Grace Lawyers	10.08.23	4728 The Parkway		1,524.50
Grace Lawyers	30.06.23	PBC Rezoning		2,284.20
Grace Lawyers	31.08.23	Livingstonia/Meeting with PBC members		1,100.00
Grace Lawyers	19.09.23	Livingstonia Florida Rooms		2,895.50
Grace Lawyers	31.08.23	PBC v 4638 The Parkway		2,145.00
<i>Grace Lawyers</i>	<i>26.09.23</i>	<i>Livingstonia</i>		<i>2,000.00</i>
				61,742.17
			Budgeted position	8,257.83

Primary Thoroughfare Body Corporate (Major Variances)

PTBC (Major Expenditure Variances)	YTD Actual	YTD Budget	Variance +/- (-)	Variance %	Top 5	Forecast Annual	Budget Annual
Management Fees	470,414	380,454	(89,960)	(23.6)%		470,414	380,454
Repairs & Maintenance	14,330	9,167	(5,164)	(56.3)%	5	18,000	10,000
R&M - Gates	37,223	29,792	(7,431)	(24.9)%		38,000	32,500
Mtce - animal management	103,098	129,351	26,252	20.3%		135,000	141,110
Grounds & Garden - contract	166,926	167,405	479	0.3%		182,624	182,624
Grounds & Garden - mulching	3,600	41,250	37,650	91.3%	2	25,000	45,000
Grounds & Garden - tree management	18,850	32,083	13,233	41.2%		24,000	35,000
Grounds & Garden - other	30,007	29,225	(782)	(2.7)%		32,663	31,882
Electrical - contract	20,161	23,512	3,351	14.3%		22,000	25,650
Insurance Excess	-20,000	0	20,000	0.0%		-20,000	5,000
Insurance Premium	80,598	92,536	11,939	12.9%		80,598	92,536
Irrigation - materials/machinery	511	22,917	22,405	97.8%	1	5,000	25,000
Irrigation - Golf Lakes Mtce	35,433	24,926	(10,507)	(42.2)%		37,415	27,192
Irrigation - A class water	6,158	24,090	17,932	74.4%	4	8,348	26,280
Road Sanding	19,765	21,218	1,453	6.8%		21,218	21,218
Roads	6,195	13,750	7,555	54.9%		7,445	15,000
Utilities - electricity/gas	83,891	86,304	2,412	2.8%		96,503	94,149
Utilities Water	1,575	15,000	13,425	89.5%	3	6,575	20,000
Other Expenses	278,688	293,551	14,864	5.1%		319,029	321,623
Total Expenditure	1,357,422	1,436,530	79,108	5.5%		1,509,831	1,532,218



Notes:

1. Irrigation Materials / Machinery – spent as required. Annual forecast spend reduced from \$25k to \$5k based on current requirements.
2. Grounds & Gardens – Mulching – spent as required. Annual forecast reduced from \$45k to \$25k.
3. Utilities Water costs is a timing issue and expect expenses to be recognised in October.
4. 2023 Budget only nominal maintenance and not water management plan, the overspend in this account is offset by A class water not used.
5. Repairs & Maintenance as incurred, including paint supplies, materials, Energex pad locks and materials used.

SECURITY SERVICES

Security Statistics (from the 1 November 2022)

Period	Alarm Activations				Medical	Incidents	Keys Issued	Infringe Notices	Accesses
	Fire	General	Panic	Total					
YTD 2023	566	1539	580	2685	165	292	1558	1777	197
YTD 2022	668	1689	509	2866	134	163	1841	2100	175

Residential Zone Activities By-Laws – Issue of Vehicle Parking Reminder Notices

241 Parking Infringement “Reminder Notices” were issued in September compared to 151 for the same period in the previous year. A breakdown of the “Reminder Notices” by Body Corporate and location type is outlined in the tables in the following page.

RBC	No of Breaches	Previous Year	RBC	No of Breaches	Previous Year
Zieria	35	2	Darwinia	7	0
Washingtonia	31	10	Molinia	5	3
Colvillia	25	0	Acacia	4	11
Tristania	21	16	Banksia Lakes	3	1
Plumeria	17	22	Caladenia	3	6
Schotia Island	16	17	Felicia	2	5
Roystonia	13	16	Adelia	0	2
Cassia	11	1	Livingstonia	0	1
Harpullia	11	14	Corymbia	0	2
Alpinia	10	12			
Bauhinia	10	0			



Ardisia	9	7			
Araucaria	8	3			
	217	120		24	31

Parking Breach Location Type	Number
Overnight Road	101
Driveway Crossover	0
Nature strip/Verge	79
Visitor Carpark/Bay	53
Vacant Lot	7
Boat Ramp Carpark	1
	241

Speed Sign/Camera

There are no Speeding Notices to report for September.

Fixed Speed Radar Reading

Speed	<40 km/h	41-45 km/h	46- 49 km/h	50-59 km/h	60 69 km/h	70 + km/h	Total Statistics
YTD 2021	145,231	11,630	1,288	468	213	17	158,847
YTD 2022	267,787	54,985	11,143	2,191	381	111	336,598
YTD 2023	335,047	76,365	14,454	2,575	453	87	428,981
Total	748,065	142,980	26,885	5,234	1,047	215	924,426
% Current YTD	78.10%	17.80%	3.37%	0.60%	0.11%	0.02%	100.0%
Jul 2023	30,515	6,709	1,159	191	31	3	38,608
Aug 2023	32,674	6,885	1,191	204	32	7	40,993
Sep 2023	30,757	6,355	1,219	93	31	14	38,469
% Current Month	79.95%	16.52%	3.17%	0.24%	0.08%	0.04%	100.0%

Highest Speed

Location	Speed km/h	Date	Time
1019 Edgecliff	86	13.09.23	1600hrs
2204 The Parkway	86	04.09.23	1430hrs



Operational

There are twenty-six (26) Incidents reported for September:

- a) Eight (8) were Person related including:
 - 1. A tenant’s daughter who invited friends for an unauthorised party
 - 2. A domestic dispute where a resident’s son caused minor damage to the house.
 - 3. A group of disorderly guests leaving a Country Club function
 - 4. A person injured in a vehicle accident on Santa Barbara Rd
 - 5. A noise complaint for a Hotel room
 - 6. 3 trespass incidents for a person trying to fish near Pines Gate, 2 youths in an external toilet at the Country Club and a contractor found after hours on a construction site.

- b) Eleven (11) were Vehicle related including:
 - 1. A contractor that tailgated
 - 2. 4 for damage including a traffic bollard in the Village, the railing on the 22 Ton bridge, a car window damaged by a stone and a minor crash between 2 resident cars
 - 3. A buggy and a vehicle that hit the entry boom at the gate
 - 4. A noise complaint for car revving its engine
 - 5. A resident’s vehicle parked long-term in the Hotel carpark
 - 6. A buggy that broke down near Village Gate
 - 7. A stolen car dumped onsite, and a resident’s car taken from their driveway and recovered by Security

- c) Seven (7) were Property related including:
 - 1. 2 alarms in the Village
 - 2. Slurry liquid dripped from contractor trailer onto the roadway
 - 3. LPR camera cover damaged by trailer gate
 - 4. Resident garage door egged by unknown person
 - 5. Civil dispute over final payment for new build home
 - 6. Theft of building materials from an unfenced site

50 Complaints were received in September:

	Sep 2023	Aug 2023	Jul 2023	Jun 2023
Rentals	2	4	6	21
Residents	32	34	25	26
PBC/Village/Hotel	6	8	4	5
Subject not located	10	6	9	9
TOTAL	50	52	44	61



Marine Patrols

There were 582 patrols of Marine Zones 1-5 by Haven (including transit between zones).

- a) Haven was deployed on 5 dayshifts and 0 night shifts
- b) Eden was deployed on 21 dayshifts and 22 night shifts

September 2023	Haven	Eden	Totals
Zone1/Harbour 1	10	193	203
Zone 2/Harbour 2	10	112	122
Zone 3/Harbour 3	10	100	110
Zone 4/Harbour 4	10	61	71
Zone 5/Roystonia	5	71	76
Total Patrols	45	537	582
Day Patrols	5	21	26
Night Patrols	0	22	22

There were 20 incidents of unauthorised access in private Harbours and lakes in September:

- a) 20 were fishing related and moved on without incident with half of them reported on Marina Piers and the Boulevard lake

Visitor Management System and License Plate Recognition

	05.09.23	04.10.23
Residents registered with LPR	1101	1081
Total not registered with LPR	297	317
Total Lots	1,398	1,398
Resident vehicles/buggies entered LPR	5281	5319
Permanent visitor vehicles entered LPR	4197	4189
Total Vehicles	9478	9508
Residents registered VMS Resident Portal	386	390
Number of Residents/Builders using VMS including multiple users from the same house	104	104
Number of VMS entries (exclude testing)	2649	2635



The current number of Body Corporate owners is- 1398.

LPR registration by Residents decreased by 20 to 1,081 or 77% of resident homes.

VMS Portal registration increased by 4 for the month to 390.

104 residents and builders are actively using the portal.

The number of VMS entries for current residents and builders decreased by 14 to 2635.

LPR Technology Update

The current LPR fault criteria are the vehicle is LPR registered, it stopped correctly at the read point however the plate was not read. The faults are reported daily to the service provider for review.

There has been an intermittent increase in the number of incorrect LPR reads caused by a back end issue in the Gallagher program. This will be rectified with a scheduled software update. As a result there are no stats to report for September.

No. of Failed Reads % of Failed Reads

<i>Reason Reported</i>	<i>01.10.2023</i>	<i>01.10.2023</i>
Had been working previously	0	100%

No. of Failed Reads % of Failed Reads

<i>Gate</i>	<i>01.10.2023</i>	<i>01.10.2023</i>
Village Gate	0	0%
Main Gate	0	0%
The Pines Gate	0	0%
The Address	0	0%
North Gate	0	0%

Alarm Defects at 6.09.23

Security is currently managing a total of 153 alarm related defects comprising 10.94% of 1398 homes.

Of this total, 10 are linked to the FTTH network and we liaise directly with OptiComm to get these alarm systems reporting to Security.



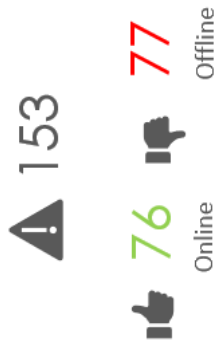
The Resident is responsible for rectifying the other 143 defects and Security regularly communicates with them to resolve a range of faults. 76 of these alarm systems can still operate with minor issues, however greater emphasis is placed upon the 67 homes that are currently offline and without 24-hour fire alarm and panic button protection.

Each alarm panel sends a 24hr system test to confirm communication with Security. An offline system occurs when their daily test is not received and once identified, Security will attend to try and rectify with a series of checks. When communication cannot be restored, FTTH and ONU modem faults are referred to OptiComm while alarm hardware faults are referred to the resident and confirmed by way of letter.

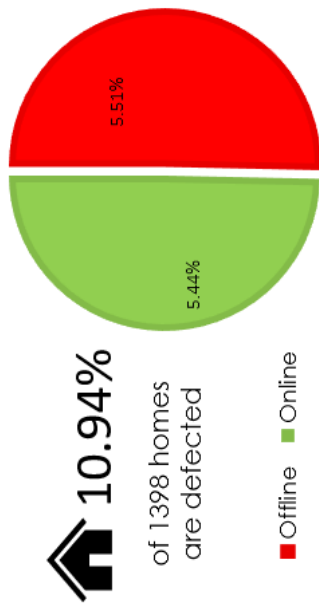
ALARM DEFECTS



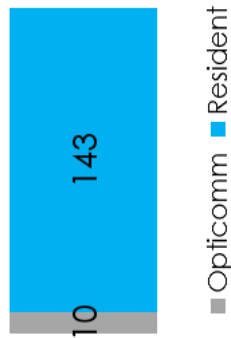
TOTAL CURRENT DEFECTS



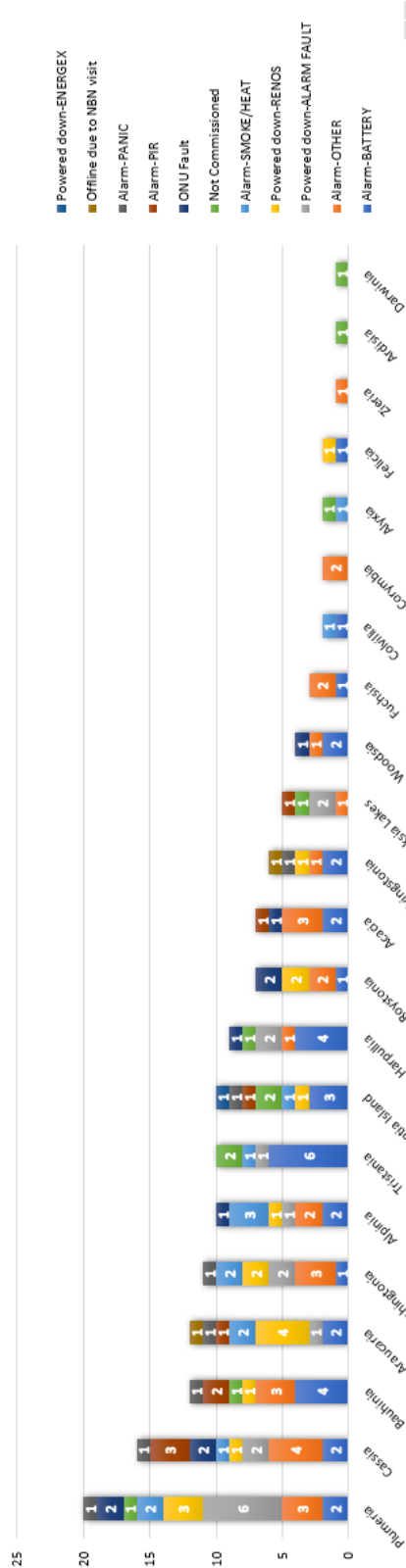
SANCTUARY COVE SITE WIDE



RESPONSIBLE FOR RECTIFYING DEFECT



DEFECTS BY BODY CORPORATE





BODY CORPORATE SERVICES

1. Building Works – Inspections undertaken four times per week by BCS and seven days per week by Security Services Team. Finalising review of building forms.
2. Stage 1 DCBLs – Completed – Sent to Department of State Development, Infrastructure, Local Government and Planning. Stage 2 – discussion of a working group to commence.
3. Compliance – Inspections undertaken four times per week. Report issued to PBC EC for further instruction for those matters issued with 3 or more breaches.
4. Website Formulation – Public landing page completed. Working with Developer to complete owner content and forms. Close to completion.
5. Complete Policy and Procedure review. Ongoing.
6. SharePoint- Finance PBC tab for easy reference.

Parking Compliance

As per the PBC approved Parking Compliance Policy, the following breach notices have been issued to offending residents. Security Services have suspended automated access into the Residential Area for the corresponding amount of time for each individual vehicle.

Month	1 st Breach Notice Issued	2 nd Breach Notice Issued	3 rd Breach Notice Issued
November 2022	4	0	0
December 2022	3	0	0
January 2023	4	0	0
February 2023	9	0	0
March 2023	2	1	0
April 2023	0	0	0
May 2023	2	0	0
June 2023	4	1	0
July 2023	1	0	1
August 2023	4	0	0
September 2023	3	0	0
October 2023	4	1	0



Update on Current Matters- Referee Applications

Month	Matters Referred to PBC	Matters Completed Prior to Submission to Referee	Application being assessed prior to submission	Applications Submitted to Referee	Matters Withdrawn from Referee due to completion of Required Works	Total Number of Applications Currently Lodged with the Referee	Orders Received from Referee
November 2022	2	1	1	0	1	1	0
December 2022	0	1	2	0	0	1	0
January 2022	0	1	1	0	0	1	0
February 2023	1	0	1	0	0	1	0
March 2023	2	0	1	0	0	1	0
April 2023	2	1	1	1	0	1	0
May 2023	1	0	2	0	0	2	0
June 2023	0	0	1	2	0	4	0
July 2023	2	1	0	0	0	3	1
August 2023	4	2	0	0	0	3	0
September 2023	0	1	3	0	0	3	0
October 2023	0	0	3	0	0	3	0



FACILITIES SERVICES

Sinking Fund Major Projects

Entity	Project	Status
PTBC	Pine Bridge repairs	Complete
PTBC	Main Entry bridge - Paint	Awaiting Quotations
PTBC	Facilities Compound	Complete
PBC	Tulip lights	In Progress
PBC	Butcherbird park lighting	On hold
PBC	Edgecliff Drive entrance lighting	On hold
PTBC	Entry lighting - Entry Bridge	Awaiting Quotations
PTBC	Entry lighting - Bollards	Approved
PTBC/PBC	Class A Water project- PTBC and PBC portions	In Progress
PBC	Year 3 Kerbing - Roystonia/Colvillia	In Progress
PTBC	Village Gate - Kerb replacement	Awaiting Quotations
PBC	Year 2 & 3 Landscaping Management Plan	In Progress
PBC	Park signage	On hold
PBC	Repair/replace - Plumeria Paths	Complete
PBC	Repair/replace - Washingtonia/Anchorage	On hold
PBC	Repair/replace - Butcherbird Path	Complete
PTBC	Livingstonia buggy path resurfacing	Complete
PBC	Various - check and isolation valves	Complete
PTBC	Reline sewer pit - Pump 18	Complete
PBC	Parking bays	In Progress
PBC	Village Gate - Paving replacement	Awaiting Quotations
PTBC	Village Gate - Paving replacement	Awaiting Quotations
PTBC/PBC	CCTV - PBC and PTBC Portions	In Progress
PBC	Gross pollutant trap	Complete
PTBC	Address Gates/Fences	Approved
PBC	PRV	In Progress
PBC	Hydrants/valves	In Progress
PBC	Water meters x 50	Complete
PBC	Pathway loop	On hold
PTBC	Drones	On hold

Contracts Subcommittee

N/A



Key Performance Indicators

Service Provider	PI	LS	SPS	Cleanaway	Opticomm
1.1 Maximum number of failures P2 (Missed calls W&R)	0	0	0	0	1
1.2 Response & Repair Timeframe (Missed bins W&R)	87%	68%	N/A	6	N/A
1.3 Preventative Maintenance (Complaints <5 W&R)	50%	72%	100%	2	N/A
1.4 Document Compliance	100%	100%	100%	100%	50%
1.5 Reporting	50%	100%	100%	100%	0%

Hazard Identification/Reporting

Chemical: When there is exposure to any chemical preparation

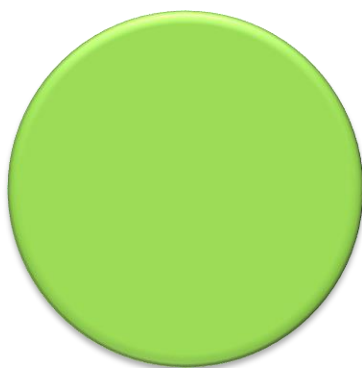
Ergonomic: Manual Handling, type of work, body positions and working conditions

Physical: Any factors within the environment that can harm the body

Safety: Unsafe condition that can cause injury, illness and death, trip, fall etc.

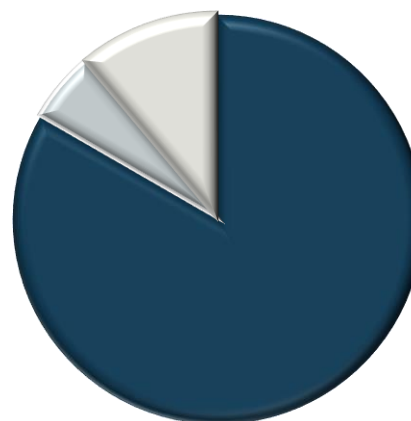
Biological: Include exposure to harm or disease associated with working with animals, people, or plants

Hazards Category



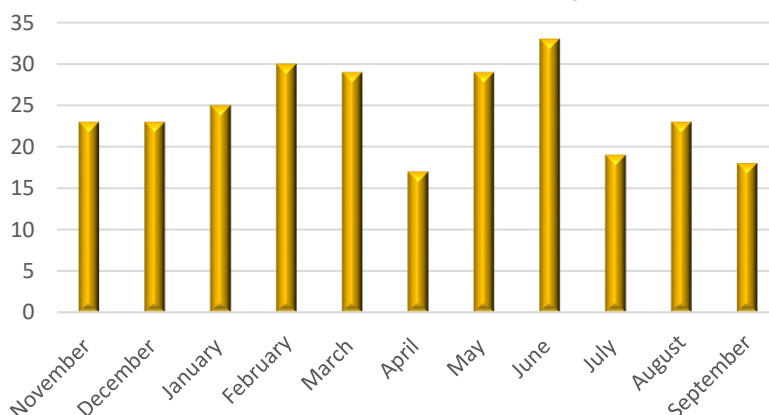
- Chemical
- Ergonomic
- Physical
- Safety
- Biological

Hazard Source



- Facilities
- Residents
- Security

Total Hazard Identified 2022/2023



**MINUTES OF THE
FINANCE SUB COMMITTEE MEETING
OF THE PTBC**

Body Corporate Committee	Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201 Finance Sub-Committee		
Location of Meeting:	Office of Dale St George - Sanctuary Cove Body Corporate Services		
Date and Time of meeting	Friday, 15 September 2023		
Meeting Chaired by:	Mr Stephen Anderson		
Meeting start time:	10.12am	Meeting finish time:	10.21am

ATTENDANCE

The following Committee members attended the meeting In Person:

Chairperson	Mr Stephen Anderson (SA)
Ordinary	Mr Mick McDonald (MM)
Ordinary	Mr Tony McGinty (TM)
Ordinary	Mr Robert Hare (RH)

APOLOGIES

N/A

BY INVITATION

CEO	Mr Dale St George (DSG)
Finance Manager	Ms Mika Yanaka (MY)
EA to the CEO	Mrs Tamara Jones (minute taker)

QUORUM

The Chairperson declared that a Quorum was present.

MOTIONS

1 Minutes **CARRIED**

Proposed by: The Chairperson

RESOLVED That the Minutes of the Finance Sub-Committee Meeting held on 18 August 2023 be accepted as a true and correct record of the proceedings of the meeting.

Yes	3
No	0
Abstain	1

MEMBER	Yes	No	Abstain
Mr Stephen Anderson	✓		
Mr Mick McDonald	✓		
Mr Tony McGinty	✓		
Mr Robert Hare			✓

2 Selective Review CARRIED

Proposed by: The Chairperson

Yes	4
No	0
Abstain	0

RESOLVED That the FSC notes the PTBC Selective Review item for August 2023 as tabled.

MEMBER	Yes	No	Abstain
Mr Stephen Anderson	✓		
Mr Mick McDonald	✓		
Mr Tony McGinty	✓		
Mr Robert Hare	✓		

3 PTBC Financial Statements CARRIED

Proposed by: The Chairperson

Yes	4
No	0
Abstain	0

RESOLVED That the FSC notes and recommends to the PTBC the approval of the PTBC Financial Statements at 31 August 2023 as tabled.

Note:

PTBC \$37k favourable to budget YTD.

MY suggested that the Richard Marlborough debt be written off as 'bad debt'. SA requested that it be referred to a credit agency so it can be noted on Richard's record.

MEMBER	Yes	No	Abstain
Mr Stephen Anderson	✓		
Mr Mick McDonald	✓		
Mr Tony McGinty	✓		
Mr Robert Hare	✓		

4 Date of Next Meeting CARRIED

Proposed by: The Chairperson

Yes	4
No	0
Abstain	0

RESOLVED That the next FSC Meeting will be held on Friday, 20 October 2023 at 10:15am.

MEMBER	Yes	No	Abstain
Mr Stephen Anderson	✓		
Mr Mick McDonald	✓		
Mr Tony McGinty	✓		
Mr Robert Hare	✓		

Chairperson:

**MINUTES OF THE
FINANCE SUB COMMITTEE MEETING
OF THE PBC**

Body Corporate Committee	Sanctuary Cove Principal Body Corporate GTP 202 Finance Sub-Committee		
Location of Meeting:	Office of Dale St George - Sanctuary Cove Body Corporate Services		
Date and Time of meeting	Friday, 20 October 2023		
Meeting Chaired by:	Mr Stephen Anderson		
Meeting start time:	9.59am	Meeting finish time:	10.11am

ATTENDANCE

The following Committee members attended the meeting In Person:

Chairperson	Mr Stephen Anderson (SA)
Ordinary	Mr Tony McGinty (TM)
Ordinary	Mr Robert Hare (RH)

PRESENT BY PROXY

Mr Mick McDonald proxy to Mr Stephen Anderson

APOLOGIES

Ordinary	Mr Mick McDonald (MM)
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BY INVITATION

CEO	Mr Dale St George (DSG)
Finance Manager	Ms Mika Yanaka (MY)
EA to the CEO	Mrs Tamara Jones (minute taker)

QUORUM

The Chairperson declared that a Quorum was present.

MOTIONS

1	Minutes	CARRIED						
Proposed by: The Chairperson								
	RESOLVED That the Minutes of the Finance Sub-Committee Meeting held on 15 September 2023 be accepted as a true and correct record of the proceedings of the meeting.							
		<table border="1"> <tr> <td>Yes</td> <td>4</td> </tr> <tr> <td>No</td> <td>0</td> </tr> <tr> <td>Abstain</td> <td>0</td> </tr> </table>	Yes	4	No	0	Abstain	0
Yes	4							
No	0							
Abstain	0							

MEMBER	Yes	No	Abstain
Mr Stephen Anderson	x		
Mr Mick McDonald	x		
Mr Tony McGinty	x		
Mr Robert Hare	x		

2 Action Items CARRIED

Proposed by: The Chairperson

RESOLVED That the Action Items October 2023 as tabled.

Note:

DSTG provided an update on the FTTH. OptiComm to submit proposals to DSTG by close of business today. Further update to be provided at next meeting.

Yes	4
No	0
Abstain	0

MEMBER	Yes	No	Abstain
Mr Stephen Anderson	x		
Mr Mick McDonald	x		
Mr Tony McGinty	x		
Mr Robert Hare	x		

3 Selective Review CARRIED

Proposed by: The Chairperson

RESOLVED That the Selective Review item for September 2023 as tabled.

Yes	4
No	0
Abstain	0

MEMBER	Yes	No	Abstain
Mr Stephen Anderson	x		
Mr Mick McDonald	x		
Mr Tony McGinty	x		
Mr Robert Hare	x		

4 PBC Financial Statements CARRIED

Proposed by: The Chairperson

Yes	4
No	0
Abstain	0

RESOLVED That the approval of the PBC Financial Statements at 31 August 2023 as tabled.

Note:

- \$61k favourable to the budgeted YTD surplus position
- Total expenses are tracking over budget by \$87k against budget YTD.
- SA queried additional water bill charges causing the above expenses. MY explained that this was due to errors in the GCCC invoice received in August 2023, the GCCC issued a revised invoice dated 27 Oct 2023. The insurance claim submission has been updated to reflect contributing amounts from the revised invoice received.

MEMBER	Yes	No	Abstain
Mr Stephen Anderson	X		
Mr Mick McDonald	X		
Mr Tony McGinty	X		
Mr Robert Hare	X		

5 Date of Next Meeting CARRIED

Proposed by: The Chairperson

Yes	4
No	0
Abstain	0

RESOLVED That the next FSC Meeting will be held on Friday, 17 November 2023 at 10:00am.

MEMBER	Yes	No	Abstain
Mr Stephen Anderson	X		
Mr Mick McDonald	X		
Mr Tony McGinty	X		
Mr Robert Hare	X		

GENERAL BUSINESS

- DSTG advised the PBC have requested that the wording for the FSC Motions be amended moving forward to say “Resolved to Recommend” instead of “Resolved”. The Chairperson ruled this out of order and rejected the request.
- The Chairperson made note that the FSC will soon commence process of review of the PBC Budget shortly, the PBC’s feedback is welcome in this regard.

Chairperson:

**CORRESPONDENCE
FOR INFORMATION**

ITEM 1

From: [Poppy Ellis-Southwell](#)
To: [Thomas Hill](#); [PTBC](#)
Cc: [Barry Teeling](#); [Amanda Hosken](#)
Subject: Request for further clarification for Sanctuary Cove PTBC amendment application
Date: Tuesday, 8 August 2023 7:47:59 AM
Attachments: [image001.png](#)
[image004.png](#)
[image009.png](#)
[image010.png](#)
[image003.png](#)
[image006.png](#)

Good morning Tom,

Thank you for your patience and email dated 13 June 2023 providing information in response to the Department of State Development, Infrastructure, Local Government and Planning (the department)'s notice dated 12 May 2023 seeking additional information for your application to amend the zone boundaries pursuant to Part 2AA of the *Sanctuary Cove Resort Act 1985*. The department is in the final stages of assessing the application, however, seeks further clarification on the lawful point of discharge for stormwater management of the future development on Lot 52.

The department has consulted with the local government and the Department of Transport and Main Roads about the information provided on 13 June 2023. After a phone conversation with you about potential errors in the traffic generation assessment, we received a revised traffic report on 19 July 2023 which has addressed the concerns raised in relation to traffic generation rates.

The local government noted that the lawful point of discharge identified in the engineering services report is not considered a true lawful point of discharge. The local government also noted that 'The Parkway' is not a public road and is therefore not considered a lawful point of discharge. For the department to progress with the application, further clarification on the true lawful point of discharge is required.

If you have any questions, please feel free to contact me on the details below.

Thank you.

Kind regards,

Poppy Ellis-Southwell

Senior Planning Officer

Planning and Development Services

SEQ South Regional Office

Department of State Development, Infrastructure,
Local Government and Planning

P 07 5644 3214

Level 9, 12-14 Marine Parade, Southport

PO Box 3290, Southport BC QLD 4215

statedevelopment.qld.gov.au



From: Thomas Hill <
Sent: Wednesday, July 19, 2023 9:06 AM
To: Poppy Ellis-Southwell <
Subject: RE: Sanctuary Cove

Hi Poppy – as discussed, updated traffic report. I'm told the values in the table were correct, but they were displayed in the wrong columns. Now fixed.

Regards

Thomas Hill
Senior Town Planner
RPS | Australia Asia Pacific
T +61 7 5553 6900
E thomas.hill@rpsgroup.com.au

From: Poppy Ellis-Southwell **Sent:** Wednesday, July 5, 2023 5:11 PM
To: Thomas Hill
Subject: RE: Sanctuary Cove

CAUTION: This email originated from outside of RPS.

Hi Tom,

Sorry I haven't been able to get back to you today. I will call tomorrow

Kind regards,

Poppy Ellis-Southwell

Senior Planning Officer
Planning and Development Services
SEQ South Regional Office
Department of State Development, Infrastructure,
Local Government and Planning

P 07 5644 3214
Level 9, 12-14 Marine Parade, Southport
PO Box 3290, Southport BC QLD 4215
statedevelopment.qld.gov.au



From: Thomas Hill
Sent: Wednesday, 5 July 2023 4:04 PM
To: Poppy Ellis-Southwell
Subject: RE: Sanctuary Cove

Hi Poppy, sorry to harass you. Just chasing any updates you might have on the rezoning application.

Thanks

Regards

Thomas Hill

Senior Town Planner
RPS | Australia Asia Pacific
T +61 7 5553 6900
E thomas.hill@rpsgroup.com.au



From: Thomas Hill

Sent: Tuesday, July 4, 2023 2:19 PM

To: Poppy Ellis-Southwell <

Subject: Sanctuary Cove

Hi Poppy, could you give me a quick call if you're available? 0411 640 999

Thanks

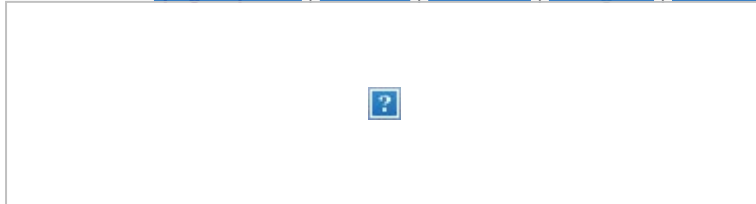
Thomas Hill

Senior Town Planner
RPS | Australia Asia Pacific
PO Box 1048,
Robina, QLD, 4230
Lakehouse Corporate Space, Suite 425
Level 2, 34-38 Glenferrie Drive
Robina, QLD, 4226, Australia
T +61 7 5553 6900

E _____



Follow us on: rpsgroup.com | [LinkedIn](#) | [Facebook](#) | [Instagram](#) | [YouTube](#)



We acknowledge the Traditional Owners of Country throughout Australia and recognise their continuing connection to land, waters

and community. We pay our respect to them and their cultures and to Elders past and present.

[Click here](#) to find out more about our Reconciliation Action Plan.

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QUEENSLAND LAND REGISTRY
*Building Units and Group Titles Act 1980 as
modified by the Sanctuary Cove Resort Act 1985.

Sheet No. 1 of 7 sheets

Building Units and Group Titles Plan

Form 1 Version1

Dealinn Number
722622156
\$2817.05 Group
Titles Act
\$3634.57 of the
19/07/2023 08:52

(8) Lodger
Clayton Utz BEZZA
(Include name, address and phone number)

BE 415 NT

1. Name of Parcel
ALPHITONIA

2. Plan Type
Group Titles Plan No. *107512*
Resubdividing Lot 21 on GTP107509


3. Name and address of Registered Owner
Mulpha Sanctuary Cove (Developments) Pty. Limited. ACN 098 660 318
Sanctuary Cove,
Caseys Road,
Hope Island,
QLD 4212

4. Lot on Plan Description	County	Parish	Title Reference
Lot 21 on GTP107509	Ward	Coomera	51285364
Local Authority: Council of the City of Gold Coast			

5. Name of Body Corporate and address at which documents may be served
The Proprietors Alphitonia
Group Titles Plan No *107512*
Address: Sanctuary Cove Management Services
PO Box 15,
Sanctuary Cove
Queensland, 4212

6. Signature of Registered Owner
[Signature]
John Richard Hughes
Director
[Signature]
NAOMI McRAE
COMPANY SECRETARY

7. Execution by Local Government
[Signature]
GRANT WILLIAM McDONOUGH
Authorising Officer
COUNCIL OF THE CITY OF GOLD COAST

Registered

28 AUG 2023
Registrar of Titles

LOT ALLOCATION

Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
51285364	Lot 21 on GTP107509	22 - 41	-	-

PORTION ALLOCATION

Lots	Orig Portion
22	Lot 86 on CP WD6562
23 - 31	Por 80 & Lot 86 on CP WD6562
32 - 41	Por 80

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
716685021	22 - 41	-

Passed and Endorsed:

By: RPS AAP CONSULTING PTY LTD

Date: 21/12/2022

Signed: *Brian Rogers*

Designation: Cadastral Surveyor

SURVEYORS REFERENCE: 7366 / BJB

SURVEY ADVICE: 2022-1750

LOCALITY: HOPE ISLAND

Building Units and Group Titles Plan

Form 2 Version 1

1. Name of Parcel

ALPHITONIA

2. Plan Type

Group Titles Plan of Resubdivision No 107512

3. Certificate of Body Corporate

The Proprietors (Insert name of building or parcel) Group Titles Plan No _____, pursuant to s.10(1) and 10(6)(b) of the *Building Units and Group Titles Act 1980* certify that by a resolution without dissent, approved the resubdivision of common property/lots and common property and agreed to each proposed lot entitlement and the proposed aggregate lot entitlement shown in the schedule in the plan of resubdivision

The Common seal of The Proprietors (insert name of building/parcel)

Building Units/Group Titles Plan No. _____ was affixed on the (Insert day) Day of (Insert Month/Year)

_____*Members of Committee/Body Corporate Manager:

(Must be completed for Building Unit Plans; Building Units Plan of Resubdivision, Group Titles Plans; Group Titles Plans of Resubdivision)

4. Surveyors Certificate

RPS AAP CONSULTING PTY LTD, ACN 117 883 173 hereby certify that the land comprised in this plan was surveyed by the corporation, by Jay Thomas SLATER, Surveying Associate, for whose work the corporation accepts responsibility, under the supervision of Brian Phillip ROGERS, Cadastral Surveyor, and that the plan is accurate, that the said survey was performed in accordance with *The Survey and Mapping Infrastructure Act 2003* and *Surveyors Act 2003* and associated Regulations and Standards and that the said survey was completed on 16/12/2022.

Dated this 21st Day of December, 2022


Authorised Delegate

#5 - Certificate

I certify that the building units/building units plan of resubdivision has been substantially completed in accordance with plans and specifications approved by (Insert name of local government) or a designated officer of (Insert name of local government)

Dated this (Insert day) day of (Insert month/year)

Signed:


Designation: *Architect/*Building Surveyor/*Building Inspector

6. Local Government

Council of the City of Gold Coast hereby certifies that the proposed resubdivision of the lot as illustrated in the abovementioned plan has been approved by the Council of the City of Gold Coast and that all the requirements of the Planning Act 2016, as modified by the *Building Units and Group Titles Act 1980* and the *Sanctuary Cove Resort Act 1985*, have been complied with in regard to the resubdivision.

Dated this 26 day of June 2023

7. Execution by Local Government


GRANT WILLIAM McDONOUGH
Authorising Officer
Council of the City of Gold Coast

Privacy Statement

The information from this form is collected under the authority of the *Building Unit and Group Title Act 1980*, the *Valuation of Land Act 1944*, the *Land Tax Act 1915*, the *Land Titles Act 1994* and the *Local Government Act 1993* and is used for the purpose of maintaining the publicly searchable registers in the land registry

Building Units and Group Titles Plan

Form 3 Version 1

1. Name of Parcel

ALPHITONIA

2. Plan Type

Group Titles Plan of Resubdivision No. 107512

#3. Valuation Certificate
 Ian Kevin Brosnan of Southport, registered valuer, certify that it is my opinion that the following table represents the proportionate lot entitlements for the lots in the scheme.

Lot (Insert lot)	Unimproved value (Insert value)	Lot Entitlement (Insert entitle.)	Lot (Insert lot)	Unimproved Value (Insert value)	Lot Entitlement (Insert entitle.)
Aggregate	(Total)	(Total)	Aggregate	(Total)	(Total)

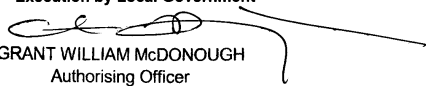
Dated this _____ day of _____

Signed Registered Valuer


#4. Schedule of Lot Entitlements


Lot No. (Insert lot)	Lot Entitlements (Insert entitle.)	Level (Insert)	Lot No. (Insert Lot)	Lot Entitlements (Insert Entitle.)	Level (Insert)
22	1		38	1	
23	1		39	1	
24	1		40	1	
25	1		41	1	
26	1				
27	1				
28	1				
29	1				
30	1				
31	1				
32	1				
33	1				
34	1				
35	1				
36	1				
37	1				
Aggregate	(Total)	(Total)	Aggregate	(Total) 39	(Total)

5. Execution by Local Government


 GRANT WILLIAM McDONOUGH
 Authorising Officer
 Council of the City of Gold Coast

6. Signature of Registered Owner


 John Richard Hughes
 Director


 NAOMI McRAE
 COMPANY SECRETARY

Privacy Statement
 The information from this form is collected under the authority of the *Building Unit and Group Title Act 1980*, the *Valuation of Land Act 1944*, the *Land Tax Act 1915*, the *Land Titles Act 1994* and the *Local Government Act 1993* and is used for the purpose of maintaining the publicly searchable registers in the land registry

Building Units and Group Titles Plan

Form 4 Version1

1. Name of Building

ALPHITONIA

2. Plan Type

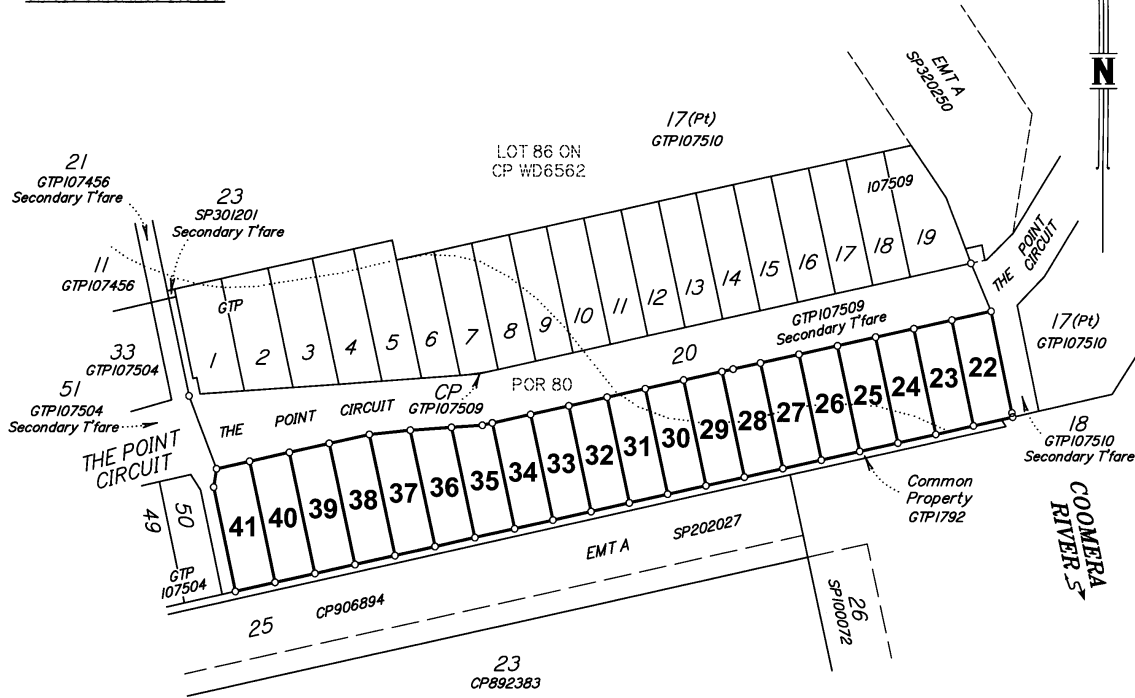
GROUP TITLES PLAN OF RESUBDIVISION NO. 107512

See sheet 5 for Lots 35-41.
See sheet 6 for Lots 29-34.
See sheet 7 for Lots 22-28.

MGA COORDINATES GDA-2020

STATION	EASTING	NORTHING	ZONE	P.U.	LINEAGE	METHOD	REMARKS
PM203967	537 162.819	6 917 415.64	56	0-017	DERIVED	AUSPOS	STANDARD
PM113637	534 592.019	6 917 078.118	56	0-016	DATUM	-	DDM

Peg placed at all new corners
unless otherwise stated.



Survey exempt from Standard 3.24 (Meridian).

REINSTATEMENT REPORT

- Plans searched GTP107504, GTP107509, GTP107510, IS265585, DP296361 & SP301200.
- Many original corner marks and reference marks were found.
- There were no disagreements with previous surveys.
- Original dimensions were available and adopted.

MERIDIAN TABLE

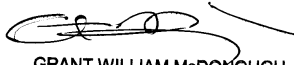
LINE	PLAN BEARING	MGA ZONE 56 BEARING
PM203967-PM113637	252°55'59"	262°31'13"

Add 9°35'14" to Plan Bearing for MGA Zone 56

Scale 1:1500 - Lengths are in metres.


Scale 1:1500

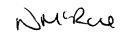
3. Execution by *Local Government


 GRANT WILLIAM McDONOUGH
 Authorising Officer

*Signed of behalf of the
 *(Insert name)

4. Signature of *Registered Owner


 John Richard Hughes
 Director


 NAOMI McRAE
 COMPANY SECRETARY

*Delete inapplicable words
 Privacy Statement
 The information from this form is collected under the authority of the Building Unit and Group Title Act 1980, the Valuation of Land Act 1944, the Land Tax Act 1915, the Land Titles Act 1994 and the Local Government Act 1993 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

7366-GTP-280/BC FINAL 21.12.2022

Building Units and Group Titles Plan

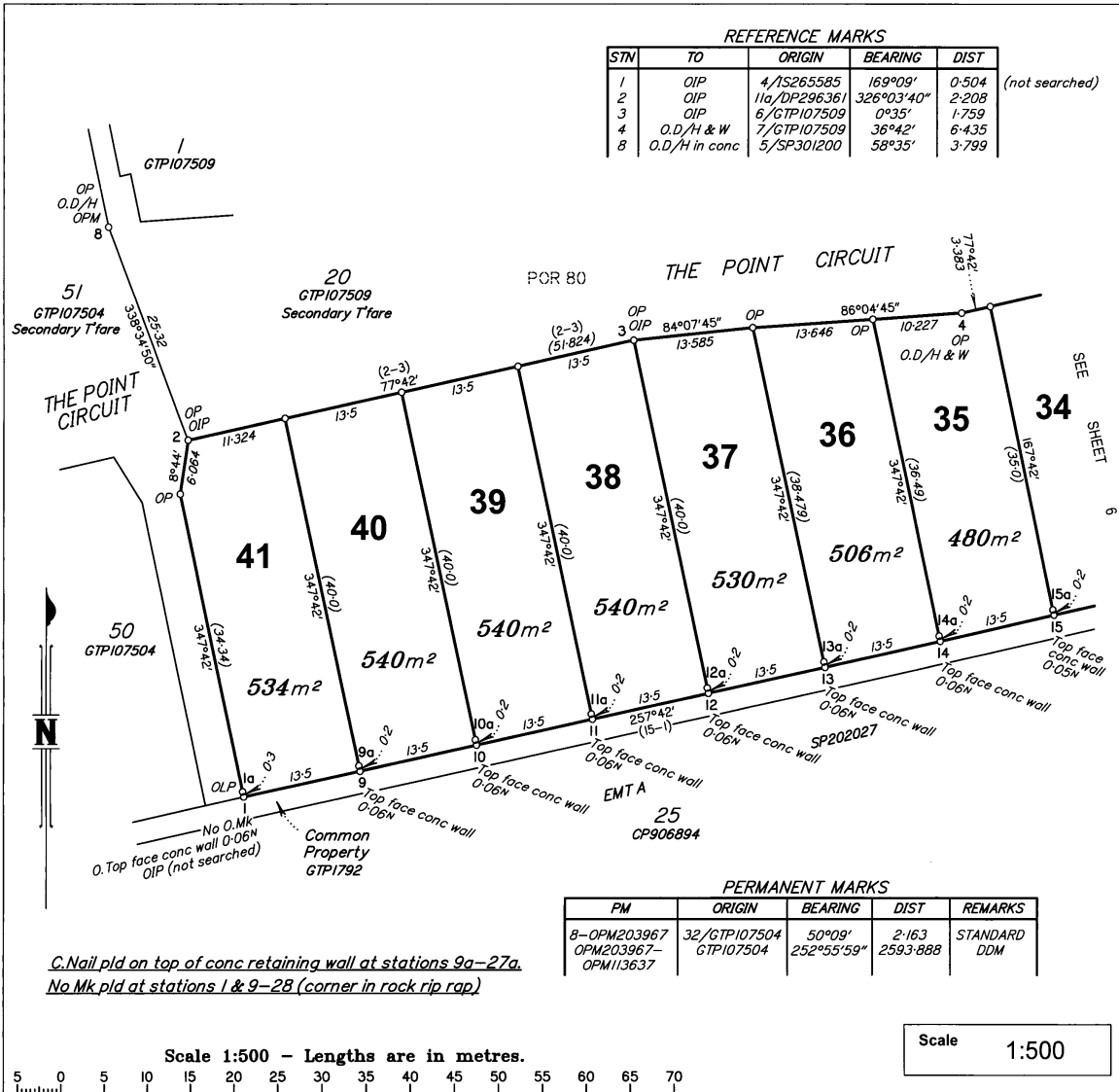
Form 4 Version 1

1. Name of Building

ALPHITONIA

2. Plan Type

GROUP TITLES PLAN OF RESUBDIVISION NO. 107512



7366-GTP-280/BCFINAL 21.12.2022

Building Units and Group Titles Plan

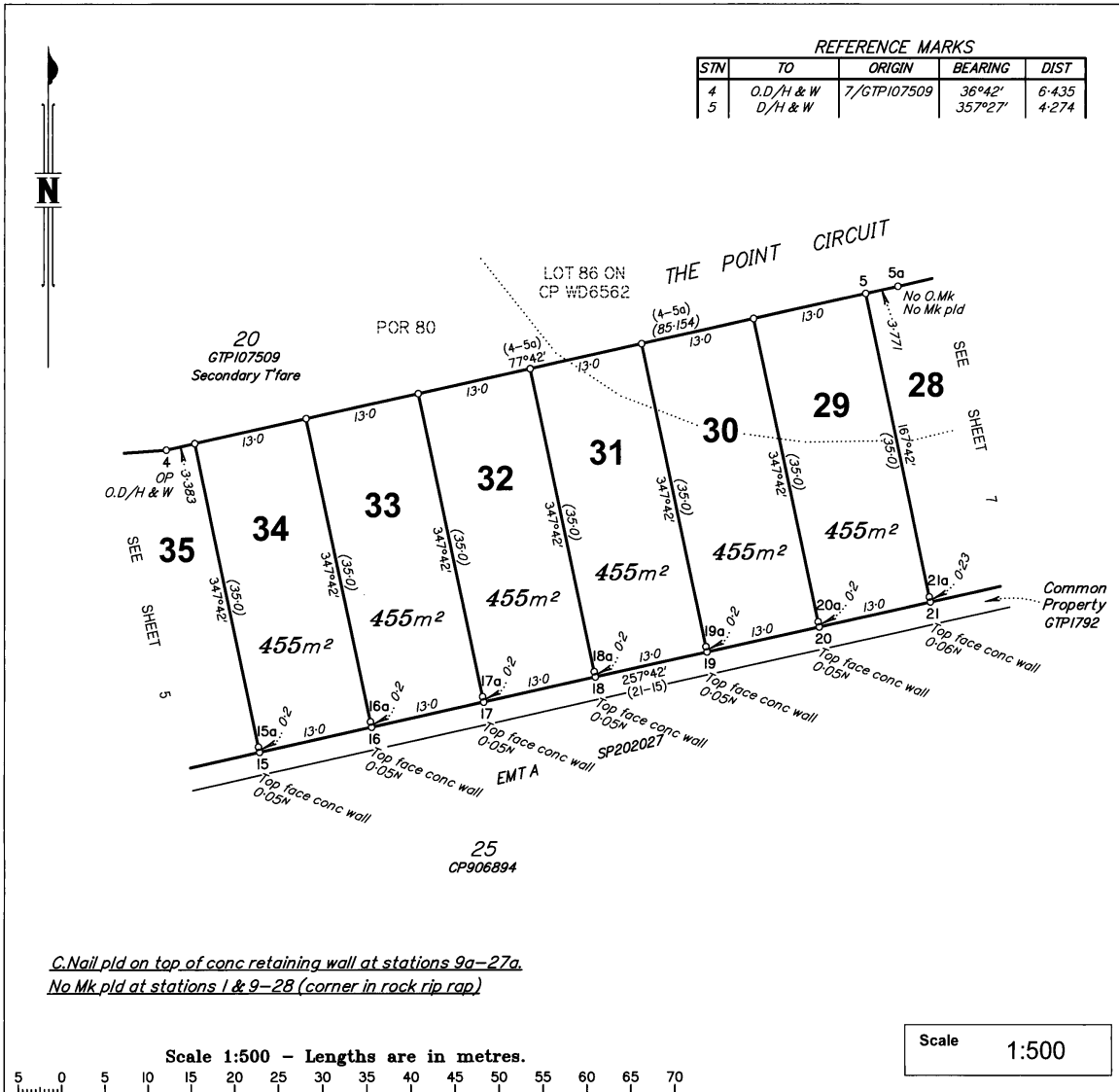
Form 4 Version 1

1. Name of Building

ALPHITONIA

2. Plan Type

GROUP TITLES PLAN OF RESUBDIVISION NO. 107512



C.Nail pld on top of conc retaining wall at stations 9a-27a.
No Mk pld at stations 1 & 9-28 (corner in rock rip rap)

3. Execution by *Local Government

[Signature]
 GRANT WILLIAM McDONOUGH
 Authorising Officer

*Signed of behalf of the
 *(Insert name)

4. Signature of *Registered Owner

[Signature]
 John Richard Hughes
 Director

[Signature]
 NAOMI McRAE
 COMPANY SECRETARY

*Delete inapplicable words

Privacy Statement

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7366-GTP-280 / BC FINAL 21.12.2022

Building Units and Group Titles Plan

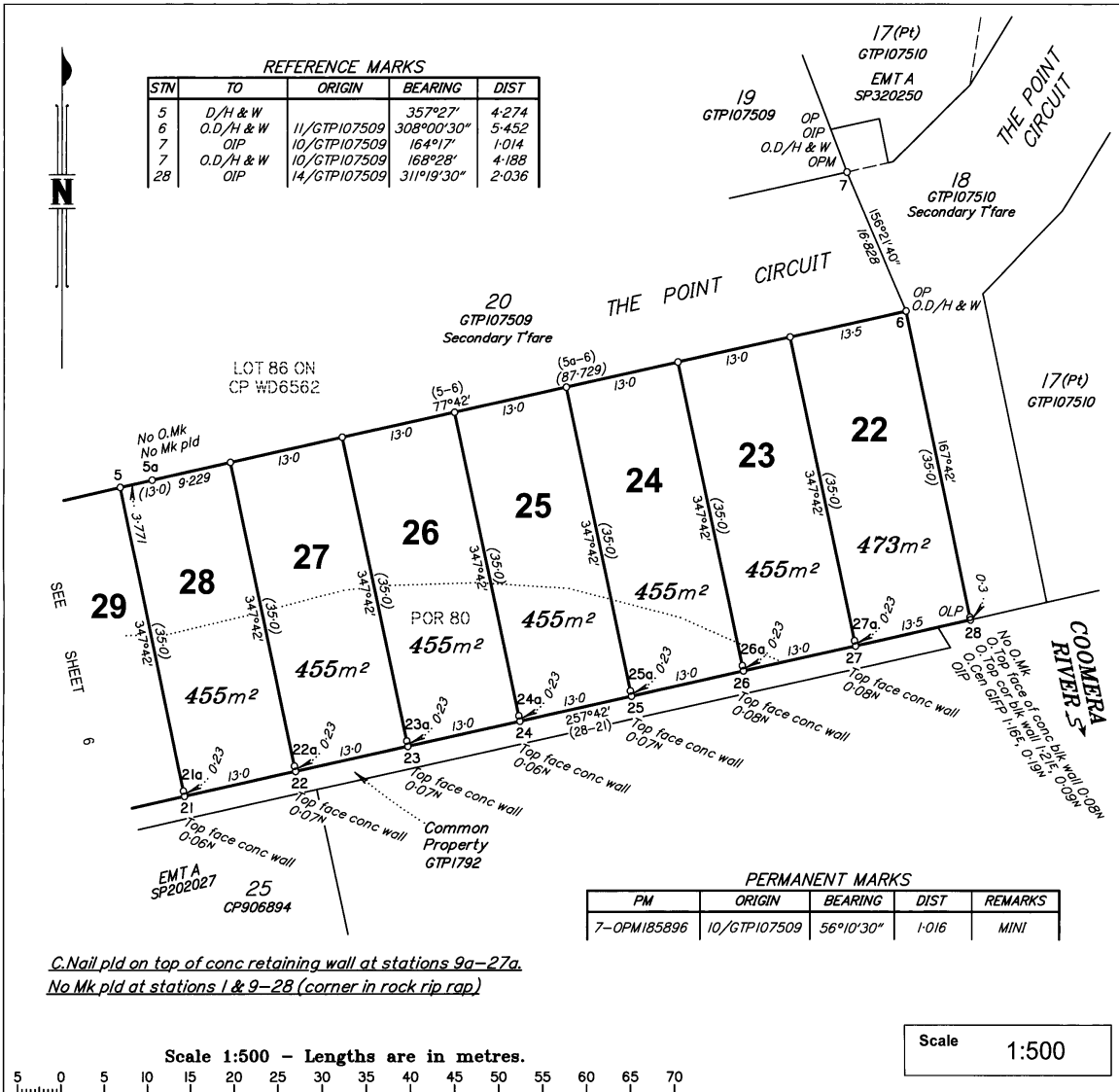
Form 4 Version 1

1. Name of Building

ALPHITONIA

2. Plan Type

GROUP TITLES PLAN OF RESUBDIVISION NO. 107512



3. Execution by *Local Government

[Signature]
 GRANT WILLIAM McDONOUGH
 Authorising Officer

*Signed of behalf of the
 *(Insert name)

4. Signature of *Registered Owner

[Signature]
 John Richard Hughes
 Director

[Signature]
 NAOMI McRAE
 COMPANY SECRETARY

*Delete inapplicable words
 Privacy Statement
 The information from this form is collected under the authority of the Building Unit and Group Title Act 1980, the Valuation of Land Act 1944, the Land Tax Act 1915, the Land Titles Act 1994 and the Local Government Act 1993 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51285343
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:45 on 24/08/2023

LAND DESCRIPTION

Estate in none

LOT 0 GROUP TITLES PLAN 107509
Local Government: GOLD COAST

REGISTERED OWNER

Dealing No: 721651478 29/04/2022

THE PROPRIETORS - GTP NO. 107509

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. CHANGE OF BY-LAWS No 721900714 12/08/2022 at 15:01
The by-laws have been changed
2. PLAN OF RESUBDIVISION OF GTP No 722622156 19/07/2023 at 08:52
subdivides
LOT 21 ON GTP NO. 107509 INTO LOTS 22 TO 41 ON GRP NO.
107512

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

DEALINGS REGISTERED

722622156 GTP OF RESUB

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324974
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:38 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 22 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10710013 (Lot 86 on CP WD6562)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324975
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:38 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 23 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
Deed of Grant No. 10710013 (Lot 86 on CP WD6562)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324976
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:38 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 24 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
Deed of Grant No. 10710013 (Lot 86 on CP WD6562)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324977
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:38 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 25 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
Deed of Grant No. 10710013 (Lot 86 on CP WD6562)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324978
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:38 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 26 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
Deed of Grant No. 10710013 (Lot 86 on CP WD6562)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324979
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:38 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 27 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
Deed of Grant No. 10710013 (Lot 86 on CP WD6562)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324980
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:38 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 28 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
Deed of Grant No. 10710013 (Lot 86 on CP WD6562)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324981
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:38 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 29 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
Deed of Grant No. 10710013 (Lot 86 on CP WD6562)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324982
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:38 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 30 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
Deed of Grant No. 10710013 (Lot 86 on CP WD6562)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324983
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:38 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 31 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
Deed of Grant No. 10710013 (Lot 86 on CP WD6562)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324984
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:38 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 32 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324985
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:38 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 33 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324986
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:38 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 34 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324987
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:38 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 35 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324988
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:38 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 36 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324989
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:38 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 37 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324990
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:38 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 38 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324991
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:39 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 39 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324992
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:39 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 40 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51324993
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:39 on 24/08/2023

ESTATE AND LAND

Estate in Fee Simple

LOT 41 GROUP TITLES PLAN OF RESUBDIVISION 107512

REGISTERED OWNER

Dealing No: 722622156 19/07/2023

MULPHA SANCTUARY COVE (DEVELOPMENTS) PTY LIMITED A.C.N.
098 660 318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10332096 (POR 80)
2. Subject to Interests Notified on the Primary Plan GTP 107509
3. MORTGAGE No 716685021 11/08/2015 at 15:11
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 232A

CLAYTON UTZ
GPO BOX 9806
BRISBANE
QLD 4001

Title Reference:	51285364
Lodgement No:	5936938
Office:	BRISBANE
Box:	232

This is the current status of the title as at 06:45 on 24/08/2023

This title has been fully cancelled

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

DEALINGS REGISTERED

722622156 GTP OF RESUB

**** End of Registration Confirmation Statement ****

Registrar of Titles and Registrar of Water Allocations

Item 3

From: [Poppy Ellis-Southwell](#)
To: [Thomas Hill](#)
Cc: [Barry Teeling](#); [Amanda Hosken](#); [PTBC](#); [Scott Nind](#)
Subject: RE: Request for further clarification for Sanctuary Cove PTBC amendment application
Date: Tuesday, 29 August 2023 8:44:37 AM
Attachments: [image001.png](#)
[image004.png](#)
[image011.png](#)
[image012.png](#)
[image002.png](#)
[image005.png](#)
[image008.png](#)

Good morning Tom,

Thanks for your email below in relation to the lawful point of discharge.

It is my understanding of the extract of the QUDM provided that permission to discharge must already have been received for the location of the discharge to be considered a lawful point of discharge. Further, I don't believe the Minister has lawful control of The Parkway as it is held under a freehold lot with Sanctuary Cove PTBC as the registered owner. We will have to consider this matter further if you wish to seek the Minister's permission to discharge stormwater to The Parkway. I suggest addressing the stormwater concerns by clarifying the below.

As you have detailed in your email and stated by Arcadis in the Engineering Services Report approved by James Stockwell (RPEQ 20152), the ultimate discharge point is the Coomera River. It is unclear whether the Coomera River is considered a lawful point of discharge and whether the overall stormwater management includes any of the council's stormwater infrastructure.

Can you please provide confirmation from RPEQ that Coomera River is the lawful point of discharge and whether the overall stormwater management of Sanctuary Cove involves any of the council's stormwater infrastructure?

Thank you.

Kind regards,

Poppy Ellis-Southwell

Senior Planning Officer

Planning and Development Services
SEQ South Regional Office

Department of State Development, Infrastructure,
Local Government and Planning

P 07 5644 3214

Level 9, 12-14 Marine Parade, Southport
PO Box 3290, Southport BC QLD 4215

statedevelopment.qld.gov.au



From: Thomas Hill <Thomas.Hill@rpsgroup.com.au>

Sent: Tuesday, August 22, 2023 4:22 PM

To: Poppy Ellis-Southwell <

Cc: Barry Teeling <; [Amanda Hosken](#)

<; [PTBC](#) <; [Scott Nind](#)

<

Subject: RE: Request for further clarification for Sanctuary Cove PTBC amendment application

Hi Poppy

Thanks for your feedback. I've prepared a response to the Department's concerns regarding the lawful point of discharge, as follows:

- **Purpose of the rezoning**

We consider that the proposal put forward is for a rezoning of land within Golf Course Zone. As there is no detailed design available, the stormwater management and discharge design can only be demonstrated in a conceptual manner, therefore we contend that, practically, it is sufficient to demonstrate that a legal point of discharge for stormwater can be provided to the lot even if the specific location is not indicated. We consider that it is premature to provide specific detail on a specific point of discharge at this stage, but that the stormwater considerations of the rezoning can be considered favourably through the demonstration of lawful discharge capability.

- **Deemed dedicated road**

We note that Lot 52 is currently nominated as Golf Course Zone, with the proposal seeking to rezone the land into Recreation Club Zone. Both of these zones, in the pre- and post-development scenario, are considered 'land outside residential zones' under the *Sanctuary Cove Resort Act 1985* (SCRA):

Residential zone means any of the following zones—

(a) General Residential Zone;

(b) Harbour 1 Residential Zone;

(c) Harbour, River and Waterfront Residential Zone.

[Source: Schedule 9 - Dictionary](#)

Accordingly, we consider SCRA specifically facilitates the use of the 'The Parkway' as publicly dedicated road when dealing with non-residential land.

SCRA notes in [Part 2B, Division 2, Section 21](#), that:

Division 2 Dealing with land in zones other than residential zones

21 Primary thoroughfare deemed to be dedicated road

For the purpose of the subdivision of or other dealing with land within a zone other than a residential zone, the primary thoroughfare shall be deemed to be dedicated road.

- **Lawful point of discharge**

The [QUDM](#) defines a lawful point of discharge as:

A lawful point of discharge exists at a particular location when the following two (2) tests can be demonstrated:

- i. The location of the discharge is under the lawful control of the local government or other statutory authority from whom permission to discharge has been received. This can include a park, drainage or road reserve, stormwater drainage easement; and*
- ii. In discharging to that location, the discharge will not cause an actionable nuisance (i.e. a nuisance for which the current or some future neighbouring proprietor may bring an action or claim for damages arising out of the nuisance), or environmental or property damage.*

The above definition nominates that a lawful point of discharge can be established to a location that is under the lawful control of the relevant statutory authority. In this case, we consider that the relevant statutory authority is the Minister, given that the application is being made to the Minister, per Part 2AA of SCRA.

Therefore, by virtue of SCRA deeming the primary thoroughfare as being a publicly dedicated road, the Minister can endorse 'The Parkway' adjacent to the subject lot as the lawful point of discharge for stormwater.

- **Ultimate stormwater discharge**

Further to the above, it is important to highlight the overall management regime of stormwater management within the Resort. The flow of stormwater through Sanctuary Cove Resort land is transported via infrastructure provided and managed by the nominated bodies corporate. The provision of this infrastructure is facilitated through Part 2B, Division 1 for land within residential zones, and Part 2B, Division 2 for land in zones other than residential zones.

- **Part 2B, Division 1**

[Section 16](#) refers to the implied easement which facilitates infrastructure and services, including stormwater infrastructure. This supports the management of stormwater from individual residential lots through primary and secondary thoroughfare land to the ultimate discharge point of the Coomera River.

- **Part 2B, Division 2**

[Section 21](#) provides the same outcome of ultimate stormwater discharge to the Coomera River through the Resort's infrastructure network, however it is facilitated by ensuring that dealings with non-residential land (i.e. rezoning of Golf Course Zone) can consider primary thoroughfare as publicly dedicated road. This allows for formal connection through the primary thoroughfare to the infrastructure network within land governed by SCRA.

Based on the above-described functions of SCRA, we consider that 'The Parkway' can facilitate a lawful point of discharge for future development on the lot if approval is granted by the Minister.

I trust this assists, and I am happy to update the relevant application materials to reflect this information if required.

Kind regards

Thomas Hill

Senior Town Planner
RPS | Australia Asia Pacific
T +61 7 5553 6900
E thomas.hill@rpsgroup.com.au

From: Poppy Ellis-Southwell >

Sent: Tuesday, August 8, 2023 7:48 AM

To: Thomas Hill <; PTBC <ptbc@scove.com.au>

Cc: Barry Teeling <; [Amanda Hosken](mailto:Amanda.Hosken@scove.com.au)

>

Subject: Request for further clarification for Sanctuary Cove PTBC amendment application

CAUTION: This email originated from outside of RPS.

Good morning Tom,

Thank you for your patience and email dated 13 June 2023 providing information in response to the Department of State Development, Infrastructure, Local Government and Planning (the department)'s notice dated 12 May 2023 seeking additional information for your application to amend the zone boundaries pursuant to Part 2AA of the *Sanctuary Cove Resort Act 1985*. The department is in the final stages of assessing the application, however, seeks further clarification on the lawful point of discharge for stormwater management of the future development on Lot 52.

The department has consulted with the local government and the Department of Transport and Main Roads about the information provided on 13 June 2023. After a phone conversation with you about potential errors in the traffic generation assessment, we received a revised traffic report on 19 July 2023 which has addressed the concerns raised in relation to traffic generation rates.

The local government noted that the lawful point of discharge identified in the engineering services report is not considered a true lawful point of discharge. The local government also noted that 'The Parkway' is not a public road and is therefore not considered a lawful point of discharge. For the department to progress with the application, further clarification on the true lawful point of discharge is required.

If you have any questions, please feel free to contact me on the details below.

Thank you.

Kind regards,

Poppy Ellis-Southwell

Senior Planning Officer

Planning and Development Services

SEQ South Regional Office

Department of State Development, Infrastructure,
Local Government and Planning

P 07 5644 3214

Level 9, 12-14 Marine Parade, Southport
PO Box 3290, Southport BC QLD 4215

statedevelopment.qld.gov.au



From: Thomas Hill >
Sent: Wednesday, July 19, 2023 9:06 AM
To: Poppy Ellis-Southwell >
Subject: RE: Sanctuary Cove

Hi Poppy – as discussed, updated traffic report. I'm told the values in the table were correct, but they were displayed in the wrong columns. Now fixed.

Regards

Thomas Hill
Senior Town Planner
RPS | Australia Asia Pacific
T +61 7 5553 6900
E

From: Poppy Ellis-Southwell >
Sent: Wednesday, July 5, 2023 5:11 PM
To: Thomas Hill >
Subject: RE: Sanctuary Cove

CAUTION: This email originated from outside of RPS.

Hi Tom,

Sorry I haven't been able to get back to you today. I will call tomorrow

Kind regards,

Poppy Ellis-Southwell
Senior Planning Consultant
Planning and Development Services
SEQ South Regional Office
Department of State Development, Infrastructure,
Local Government and Planning

P 07 5644 3214
Level 9, 12-14 Marine Parade, Southport
PO Box 3290, Southport BC QLD 4215
statedevelopment.qld.gov.au



From: Thomas Hill <
Sent: Wednesday, 5 July 2023 4:04 PM
To: Poppy Ellis-Southwell <
Subject: RE: Sanctuary Cove

Hi Poppy, sorry to harass you. Just chasing any updates you might have on the rezoning application.

Thanks

Regards

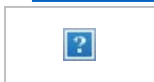
Thomas Hill
Senior Town Planner
RPS | Australia Asia Pacific
T +61 7 5553 6900
E



From: Thomas Hill
Sent: Tuesday, July 4, 2023 2:19 PM
To: Poppy Ellis-Southwell <
Subject: Sanctuary Cove

Hi Poppy, could you give me a quick call if you're available? 0411 640 999
Thanks

Thomas Hill
Senior Town Planner
RPS | Australia Asia Pacific
PO Box 1048,
Robina, QLD, 4230
Lakehouse Corporate Space, Suite 425
Level 2, 34-38 Glenferrie Drive
Robina, QLD, 4226, Australia
T +61 7 5553 6900
E



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Know. Act. Resolve

5 October 2021

Mr Dale St George
 Chief Executive Officer
 Sanctuary Cove Body Corporate Services Pty Ltd
 PO Box 15
 SANCTUARY COVE QLD 4212

By email only: dale.stgeorge@scove.com.au

Dear Dale

SANCTUARY COVE PRIMARY THOROUGHFARE BODY CORPORATE GTP 201 – PROPOSED NEW WATER SUPPLY AGREEMENT

Our Ref: 212108

We refer to the above matter and are instructed by the Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201 (**PTBC**) and the Sanctuary Cove Golf and Country Club Pty Ltd (**Golf Club**)¹ to:

- (a) Review, and advise upon, the **Draft Recycled Water Supply Customer Schedule (Draft 2021 Customer Schedule)** submitted by the Council of the City Gold Coast (**Council**) under cover of its letter dated 1 June 2021.
- (b) Address the queries raised in the Meeting Notes, in the email from Dale St George (on behalf of the PTBC) dated 1 September 2021, and in the two emails from Paul Sanders (on behalf of the Golf Club) dated 10 and 14 September 2021.

A. Background

1. The Sanctuary Cove Resort (the **Resort**) is situated at Hope Island and is established pursuant to the provisions of the *Sanctuary Cove Resort Act 1985* (Qld) (the **Act**).
2. **The PTBC was established under the Act and administers the primary thoroughfare of the Resort.**

¹ **In 2020 we were instructed that the owner of the land on which the two golf courses are constructed is Sanctuary Cove Golf and Country Club Holdings Limited ABN 56 120 308 410.**

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3. The Golf Club is the registered proprietor of land within the Resort on which the two golf courses are constructed.
4. The PTBC owns the infrastructure (pipeline and pumps) which draws “Class C” recycled water from the Coombabah Sewage Treatment Plant for irrigation purposes. This pipeline feeds into a receiving storage lagoon at the Resort (apparently owned and operated by the Golf Club) from which both the PTBC and the Golf Club draw water to irrigate the two golf courses, parks, and verges.²
5. The PTBC (which is a “not for profit” entity) then supplies water to the Intercontinental Hotel, and to the Sanctuary Cove Principal Body Corporate (PBC) (also a “not for profit” entity) which irrigates behind the gates at the Resort.
6. The above water supply practice has apparently occurred for about 35 years at no cost to the Council in maintenance or health incidents.
7. In about July 2020 the Council and the PTBC entered into a formal Recycled Water Supply Agreement (**2020 Water Supply Agreement**) constituted by both a Recycled Water Supply Customer Schedule (**2020 Customer Schedule**) and the Recycled Water Supply Standard Terms and Conditions (**2020 Standard Terms and Conditions**).³
8. Essentially the 2020 Water Supply Agreement provides as follows:
 - (a) The Customer was only the PTBC, and the Land affected included 5 identified lots (which apparently does not include the land on which the golf courses are located) – see Items 1 and 6 of the 2020 Customer Schedule, and clauses 2 and 3.1 of the 2020 Standard Terms and Conditions.
 - (b) The Council would provide only “Class C” recycled water to the PTBC for the Permitted Use specified which included for open greenspace, road verge greenspace and landscaping, subject to specified “on-site controls” – see Items 7 and 8, and Annexures 1 and 2, of the 2020 Customer Schedule; and clause 8 of the 2020 Standard Terms and Conditions.
 - (c) The charges for such supply will be “*the amounts as determined in accordance with the applicable water usage charge for the supply of the Recycled Water under the Agreement set by the Council in its budget for the relevant year*” – see Item 3 of the 2020 Customer Schedule; and clause 9 of the 2020 Standard Terms and Conditions.
9. The Council and Queensland Health forced changes in the irrigation practices of the PTBC and the PBC, which resulted in their undertaking extensive works to comply with health regulations.⁴

² Much of this background is contained in the “Meeting Notes” prepared by Mr St George on about 24 May 2021 in respect of a meeting held with the Council’s Mayor, Mr Tom Tate.

³ See definition of “Agreement” in clause 3.1 of the 2020 Standard Terms and Conditions.

⁴ This is referred to in the letter dated 19 February 2021 from Grace Lawyers to the Council following the purported termination of the 2020 Water Supply Agreement by the Council on 15 February 2021.



10. Over the last 5 years since 2016, the PTBC's representatives have met with the Council's officers in respect of the Council's intention to supply "Class A" recycled water for use and storage at the Resort (expected to be from about 30 January 2022).
11. "Class A" and "Class C" recycled water (and the quality standards pertaining to each) are described in section 59 and Schedule 7 of the *Public Health Regulation 2018* (Qld).
12. On 15 February 2021 the Council served on the PTBC a termination notice purporting to immediately terminate the 2020 Water Supply Agreement based on alleged breaches of clauses 21.2(a)(i) and 21.2(a)(ii) relating to the PTBC allegedly infringing laws in connection with the use of recycled water and using the recycled water for purposes other than the Permitted Use.
13. The PTBC challenged such termination and letters were exchanged between Grace Lawyers and the Council (and its solicitors) on 19 and 24 February 2021.
14. Since that time, representatives of the Council and the PTBC have engaged in "without prejudice" discussions which essentially propose that the 2020 Water Supply Agreement will be replaced by a new proposed water supply agreement (**Proposed New Agreement**) which provides:
 - (a) From about 30 January 2022 the Council will supply "Class A" recycled water to the boundary of the PTBC, and the PTBC will then supply the same to the PBC (residential areas and hotel) at the same rate as charged by the Council – this is described in Item 1A of the Draft 2021 Customer Schedule as the "Body Corporate Land".
 - (b) The Council will continue to supply "Class C" recycled water for use on the golf courses – this is described in Item 1B (page 2) of the Draft 2021 Customer Schedule as the "Golf Course Land".
15. According to the Meeting Notes:
 - (a) The Council introduced a charge for "Class C" recycled water in 2020 at a cost to the PTBC (and the Golf Club) of \$0.01 per kilolitre (KL), increasing each year for 5 years to \$0.05 per KL.
 - (b) The Golf Club wants to know what happens after the expiration of that 5 years, including: will "Class C" recycled water continue to be supplied to it: and how will the charge be increased (perhaps by CPI increases).
 - (c) It was agreed that the PTBC would contract on behalf of itself and the Golf Club for the supply of "Class A" and "Class C" recycled water – so to ensure that the Golf Club will not be penalised as a "new client" if it later transitions from "Class C" to "Class A" recycled water.
 - (d) The Council had stated that all "new clients" would commence paying \$0.50 per KL for "Class A" recycled water from 2020.



- (e) By contrast, “*existing clients*” would pay:
- (i) \$0.01 per KL increasing to \$0.05 per KL.
 - (ii) After reaching \$0.05 per KL, the charge would increase to \$0.10 per KL and then would increase by 50% each subsequent year until it reached \$0.50 per KL.
- (f) The PTBC would like to know how the above charges were determined by the Council, and what is the forecast increases of the “Class A” supply after the charge reaches \$0.50 per KL.
- (g) A number of tables were attached setting out the projected possible charges for the “Class A” and “Class C” supply over the next 20 years.
16. On 1 June 2021 the Council sent a letter to Mr St George enclosing the Draft 2021 Customer Schedule relating to the Proposed New Agreement. Relevantly that letter:
- (a) Stated that the Council was currently delivering the recycled water expansion project to make “Class A” recycled water available to a wide range of customers across the Gold Coast. To support its planning decisions for such project, the Council was seeking commitments from its “Class C” customers in respect of their intention to transition from “Class C” supply only to “Class A” supply, and to construct the associated Customer Infrastructure to facilitate “Class A” connections.
 - (b) Stated that the PTBC had recently indicated that:
 - (i) It wished to transition to “Class A” supply for the Body Corporate Land.
 - (ii) It wished to continue to receive “Class C” supply only for the Golf Course Land. If this is incorrect, then that should be corrected as soon as possible.
 - (c) Enclosed the Draft 2021 Customer Schedule which contemplates:
 - (i) A process and timeframe for the performance of the works required by the Council and the PTBC to facilitate the “Class A” connection for the Body Corporate Land.
 - (ii) The terms on which the “Class A” recycled water would be supplied to the Body Corporate Land.
 - (iii) The continuation of the supply of “Class C” recycled water:
 - for the Body Corporate Land, until the “Class A” connection process is complete; and
 - generally, for the Golf Course Land.
 - (iv) A transitional pricing arrangement to assist the PTBC in its transition from “Class C” to “Class A” supply for the Body Corporate Land.



- (v) Confirmation of the PTBC's representations to date that it did not, and would not in the foreseeable future, require "Class A" supply for the Golf Course Land – as this representation impacted directly on the Council's current planning decisions in respect of the project and is intended to recognise that the Council may not, in the future, be in a position to connect the Golf Course Land to "Class A" supply. If this is incorrect, then that should be corrected as soon as possible.

B. Queries raised

17. As referred to above, the PTBC and the Golf Club have raised queries in the Meeting Notes, in the email from Mr St George dated 1 September 2021, and in the two emails from Mr Sanders dated 10 and 14 September 2021.
18. The queries raised in the Meeting Notes are set out in paragraph 15 above.
19. The queries raised in the emails can be summarised as follows:

Email of Mr St George dated 1 September 2021

- (a) The pricing and delivery of the "Class A" and "Class C" recycled water as set out in the Meeting Notes.
- (b) Ensuring that the PTBC and the Golf Club cannot be adversely affected by price increase for the supply of "Class A" and "Class C" recycled water.
- (c) As the PTBC is the contracting party, will the Golf Club be sufficiently protected – especially if it later chooses to transition from "Class C" to "Class A" supply?
- (d) What future impact will there be for the pipeline and pumps (owned by the PTBC) which run from the Coombabah Sewage Treatment Plant to the Resort via the Council land?
- (e) Whether there are any other risks to the water supply to the PTBC and/or the Golf Club not disclosed fully in the Draft 2021 Customer Schedule?

Email of Mr Sanders dated 10 September 2021

- (f) What is the ongoing cost?
- (g) What is the volume and pressure of the supply?
- (h) What access is there to the site at Coombabah?
- (i) In relation to Attachment 3 of the Draft 2021 Customer Schedule (relating to the supply of "Class C" recycled water to the Golf Course Land):
- (i) The Permitted Use described in Item 3 of Annexure 1 thereto (page 17) should read "*All turf areas*" and not "*Fairways and greens*".



- (ii) The times in the “*Use Window*” of the “*On-site controls*” of Annexure 2 thereto (page 19) should not be restricted from 8pm to 4am.
- (iii) There is a typo in Annexure 3 of Attachment 1 (page 10) whereby “*Gold Course*” should read “*Golf Course*” where it appears in the sixth line.

Email of Mr Sanders dated 14 September 2021

- (j) Footnote 3 of Annexure 2 of Attachment 3 of the Draft 2021 Customer Schedule (page 19) states that the QLD Guideline for Low Exposure Recycled Water Schemes stipulates a 4 hour withholding period or until dry (being the period during which access to the irrigated area is restricted), whereas in fact that restriction only applies to “*parks and sport fields*” (see Table 3 of the Guideline) and Table 4 of the Guideline relating to “*Golf course irrigation*” merely provides “*Restricted access during irrigation*”.
- (k) Item 10 special condition 6(d) of the Draft 2021 Customer Schedule (page 5) provides an acknowledgement by the Customer that the “*Council may not in the future be able to connect, supply or supply sufficient Class A Recycled Water to the Golf Course Land*” – which is a significant problem to the Golf Club.

C. Our comments in relation to the Draft 2021 Customer Schedule

Standard Terms and Conditions

- 20. According to the Note on page 2 of the Draft 2021 Customer Schedule, it is proposed that the Proposed New Agreement will be constituted by both the Draft 2021 Customer Schedule and the Council’s Recycled Water Supply Standard Terms and Conditions – see also definition of “*Agreement*” in clause 3.1 of the 2020 Standard Terms and Conditions.
- 21. For the sake of certainty, the Council should be requested to provide a copy of the Standard Terms and Conditions referred to.
- 22. Item 10 special condition 1 of the Draft 2021 Customer Schedule (page 4) provides that to the extent of any inconsistency between them, the Draft 2021 Customer Schedule will prevail over the Standard Terms and Conditions.
- 23. For the purpose of this advice, we shall assume that the Standard Terms and Conditions referred is the same document as the 2020 Standard Terms and Conditions (which we have).
- 24. Therefore, we shall deal with the above queries (many of which will be considered together) and attempt to identify which category they fall within.

Issue 1 – Contracting party

- 25. This issue relates to the queries referred to in paragraphs 15(c) and 19(c) above.



26. Clause 2 of the 2020 Standard Terms and Conditions provides that the “*Agreement*” is a contract between the Council and the “*Customer*” that applies in relation to the supply of recycled water to the “*Land*”.
27. Clause 3.1 of the 2020 Standard Terms and Conditions defines “*Customer*” as the person specified in Item 6 of the Customer Schedule, and “*Land*” as the land owned or lawfully occupied by the Customer as described in Item 1 of the Customer Schedule.
28. Clause 5.3 of the 2020 Standard Terms and Conditions provides that the Customer warrants that it is the owner or lawful occupier of the Land, or has obtained the consent of the owner of the Land.
29. It is clear from Items 5 and 6 of the Draft 2021 Customer Schedule that only the PTBC (and not the Golf Club) is the Customer, and therefore the contracting party.
30. For completeness, we advise that:
 - (a) Item 10 special condition 5 of the Draft 2021 Customer Schedule (page 4) does not assist. It provides that, for the purpose of the Proposed New Agreement the “*Customer’s Personnel*” include the Golf Club and its officers, employees, contractors and agents. The expression “*Customer’s Personnel*” is only relevant to extending the liability/indemnity owed by the Customer to the Council – see clause 3.1 (definition) and clause 17.2 of the 2020 Standard Terms and Conditions.
 - (b) It appears that the Council has attempted to recognise the unique position of the Golf Club, in that it has specifically provided that the supply and use of recycled water by the Customer to the Golf Course Land is not to be treated as a prohibited resale, donation, assignment or supply – see Item 10 special condition 3 of the Draft 2021 Customer Schedule (page 4) and clause 5.4 of the 2020 Standard Terms and Conditions.

However, this does not go far enough.
31. As the Golf Club is not a Customer, and not a party to the Proposed New Agreement:
 - (a) It cannot enforce the Proposed New Agreement in its own right or seek remedies if it is breached by the Council.
 - (b) Subject to a contractual provision dealing with the matter, it cannot ensure that the Council will treat it as an “*existing client*” (and not a “*new client*”) for charging purposes in the event that the Golf Club later transitions from “*Class C*” to “*Class A*” recycled water.
32. Section 55 of the *Property Law Act 1974* (Qld) offers some limited assistance in that it provides that, in certain identified circumstances, a “*third party*” to a contract who benefits from it may, upon “*acceptance*”, be entitled to certain remedies and relief “*as may be just and convenient*”. That will not, however, assist with the matter of being treated as an “*existing client*” as identified in paragraph 31(b) above.



33. If the main concern of the Golf Club is the “*existing client*” issue as identified in paragraph 32(b) above, then the matter can be dealt with by the PTBC and the Golf Club having further discussions with the Council to ascertain whether the Council agrees:
- (a) That the Golf Club will be treated as an “*existing client*”.
 - (b) That such agreement will be confirmed in a specific special condition (which we can draft).
 - (c) That, if necessary, the Golf Club also become a “*Customer*” contracting party under the Proposed New Agreement.
34. Once the above discussions have been held, we can advise further (including drafting suitable contractual provisions).

Issue 2 – Supply of “Class C” and “Class A” recycled water

35. This relates to the queries referred to in paragraphs 19(g), 19(i)(i) to 19(i)(iii), 19(j) and 19(k) above.
36. The Draft 2021 Customer Schedule provides the following timeframe and supply of recycled water:

- (a) The Council will complete the “Council Class A Works” (expected by 30 January 2022) to facilitate the supply of “Class A” recycled water, after which the supply of recycled water for use on the Body Corporate Land will transition from “Class C” to “Class A” – see Item 10 special conditions 6(a), 6(e), 6(f) and 7 to 11.
- (b) There are a number of references to an undated “*Staged Recommencement Customer Schedule*” – see Item 2 and Item 10 (special conditions 2 and 14).

The PTBC should obtain from the Council a copy of the Staged Recommencement Customer Schedule and provide it to us for our consideration.

- (c) Until the transition occurs, the supply of “Class C” recycled water to the Body Corporate Land will be in accordance with Attachment 1 (pages 7 to 11).
 - (d) Following such transition, the supply of “Class A” recycled water to the Body Corporate Land will be in accordance with Attachment 2 (pages 12 to 15).
 - (e) The supply of “Class C” recycled water to the Golf Course Land will be in accordance with Attachment 3 (pages 16 to 22).
 - (f) The charges payable are referred to in Item 3 and Item 10 (special conditions 12 and 13) of the Draft 2021 Customer Schedule.
37. In relation to Attachment 1 of the Draft 2021 Customer Schedule referred to in paragraph 36(c) above, we advise that:



- (a) Items 1, 2A and 2B of Annexure 1 thereof (page 8) which relate to the supply flow rate, pressure, volume and quality of the water are identical to the 2020 Customer Schedule, and presumably are acceptable to the PTBC.
- (b) Item 3 of Annexure 1 thereof (Permitted Use), Item 4 of Annexure 1 thereof (On Site Controls) and Annexure 2 thereof (Recycled Water Customer On-Site Controls) are all left blank and simply state “Refer to Special Condition 2”.
- (c) Item 10 special condition 2 of the Draft 2021 Customer Schedule (page 4) provides that on and from the “Supply Date” (defined in Item 2 (page 2) as being referable to the Staged Recommencement Customer Schedule), Attachment 1 will be “populated by incorporating the Permitted Uses and On-Site Controls for each zone or area the subject of a Recommencement Notice issued in accordance with the Staged Recommencement Customer Schedule”.

This is somewhat unsatisfactory as presumably the PTBC is not fully aware of what the Permitted Use and On Site Controls will provide – and they may differ from those which presently appear in the 2020 Customer Schedule. Therefore, some clarification should be obtained from the Council.

- (d) Annexure 3 thereof (page 10) sets out the “Supply Infrastructure and Connection Point”.

In relation to the query referred to in paragraph 19(i)(iii) above, we agree that there is a typographical error that should be corrected.

38. In relation to Attachment 2 referred to in paragraph 36(d) above, we advise that:

- (a) Only Items 2A and 2B of Annexure 1 (page 13) have been completed describing the quality of water as “Class A” recycled water.
- (b) Item 1 of Annexure 1 (relating to the supply flow rate, pressure and volume), Item 3 of Annexure 1 (Permitted Use), Item 4 of Annexure 1 thereof (On Site Controls), Annexure 2 (Recycled Water Customer On-Site Controls) and Annexure 3 (Supply Infrastructure and Connection Point) are all left blank.

Again, this is somewhat unsatisfactory as the PTBC must be fully aware now of what the Permitted Use, On Site Controls and Connection Point will provide – and they may differ from those which presently appear in the 2020 Customer Schedule. Therefore, some clarification should be obtained from the Council.

39. In relation to Attachment 3 referred to in paragraph 36(e) above, we advise that:

- (a) Items 1, 2A and 2B of Annexure 1 (page 8) which relate to the supply flow rate, pressure, volume and quality are identical to the 2020 Customer Schedule.

Presumably these details are acceptable to the PTBC, and would also be acceptable to the Golf Club – and answers the query referred to in paragraph 19(g) above. If not, clarification should be obtained from the Council.



- (b) Item 3 of Annexure 1 (page 17) describes the Permitted Use.

In relation to the query referred to in paragraph 19(i)(i) above, we consider that the suggested changes are not unreasonable and should be discussed with the Council.

Further, we note that the Permitted Use also refers to “*Landscaping*” which we presume is acceptable.

Additionally, we note that the Permitted Use in the 2020 Customer Schedule also included “*Open greenspace*” and “*Road verge greenspace*”, and we wonder whether these items should also be added.

- (c) Annexure 2 thereof (page 19) sets out the “*Recycled Water Customer On-Site Controls*”.

In relation to the query referred to in paragraph 19(i)(ii) above, we consider that the PTBC and the Golf Club should discuss the restricted hours with the Council.

We note that the Use Window in the 2020 the Permitted Use also refers to “*Landscaping*” which we presume is acceptable.

Additionally, we note that the Permitted Use in the 2020 Water Supply Agreement was 8pm to 4am – so a reasonable argument for change would have to be raised by the Golf Club with the Council.

- (d) Footnote 3 of Annexure 2 of Attachment 3 (page 19) states that the QLD Guideline for Low Exposure Recycled Water Schemes stipulates a 4 hour withholding period or until dry (being the period during which access to the irrigated area is restricted), whereas in fact that restriction only applies to “*parks and sport fields*” (see Table 3 of the Guideline) and Table 4 of the Guideline relating to “*Golf course irrigation*” merely provides “*Restricted access during irrigation*”.

In relation to the query referred to in paragraph 19(j) above, we consider that the suggested change should be made and discussed with the Council.

40. We see that one of the biggest issues relates to whether it will be possible for a future transition from “Class C” to “Class A” recycled water for use in relation to the Golf Course Land.

41. As it presently stands, the Draft 2021 Customer Schedule does not provide for any such transaction and in fact contemplates that the same will not occur as appears from the following:

- (a) The statement in the Council’s letter dated 1 June 2021 as referred to in paragraph 16(c)(v) above.
- (b) Item 10 special condition 6(b)(ii) of the Draft 2021 Customer Schedule (page 5) which records an alleged representation by the Customer to the Council that “it



does not, at this point or in the foreseeable future, wish to transition to Class A Recycled Water Supply for the Golf Course Land”.

- (c) Item 10 special condition 6(d) of the Draft 2021 Customer Schedule (page 5) which records that the Customer accepts that the “*Council may not in the future be able to connect, supply or supply sufficient Class A Recycled Water for the Golf Course Land*”.
42. Mr Sanders identifies this as a “*significant problem*”. It is not clear to us whether or not this was agreed with, or represented to, the Council. In any event, if the Golf Club wishes to at least have the opportunity to transition to “Class A” recycled water in the future, then we consider that the PTBC and the Golf Club should discuss the issue with the Council and try to reach some agreement.
43. If agreement cannot be reached with the Council, we wonder whether this problem can be addressed by the PTBC supplying some of its “Class A” recycled water to the Golf Club in much the same way as it does now with the “Class C” recycled water. This would not contravene the 2020 Standard Terms and Conditions or the Draft 2021 Customer Schedule – as the terms of item 10 special condition 3 (page 4) are quite wide.

Issue 3 – Calculation of charges for the supply of recycled water

44. This issue relates to the queries referred to in paragraphs 15(a), 15(b), 15(d) to 15(g), 19(a), 19(b) and 19(f) above.
45. This raises two matters for consideration:
- (a) Calculation of the charges payable by the PTBC for the supply to the Body Corporate Land of “Class C” recycled water, and then for the supply of “Class A” recycled water upon the transition expected on 30 January 2022.
- (b) Calculation of the charges payable by the PTBC (on behalf of the Golf Club) for the supply to the Golf Course Land of “Class C” recycled water, and then for the supply of “Class A” recycled water (if that is ever permitted, or ever occurs).
46. Item 3 of the 2020 Customer Schedule (page 2) provided as follows in respect of the Charges payable for the supply of the “Class C” recycled water pursuant to the 2020 Water Supply Agreement:
- “The Charges will be the amounts as determined in accordance with the applicable water usage charge for the supply of the Recycled Water supplied under the Agreement set by Council in its budget for the relevant year of the Term.”*
47. There were no specific provisions relating to increases in the Charges annually or otherwise, although presumably any increases were effected by increases in each annual budget.
48. No specific rates for Charges are set out in the Draft 2021 Customer Schedule relating to the Proposed New Agreement.



49. Item 3 of the Draft 2021 Customer Schedule (page 2) provides as follows in respect of the Charges payable for the supply of recycled water in respect of the Proposed New Agreement:
- “Subject to Special Condition 7, the Charges will be the amounts as determined in accordance with the applicable water usage charge for the supply of the Recycled Water supplied under the Agreement set by Council in its budget for the relevant year of the Term.*
- For the avoidance of doubt, the Customer is liable for all Charges associated with the supply of recycled water under this agreement, even to the extent that the recycled water is used by the Sanctuary Cove Golf and Country Club. This is consistent with the Sanctuary Cove Common Water Supply Agreement.”*
(underlining added)
50. You will note that this differed to what was contained in the 2020 Water Supply Agreement (referred to in paragraph 46 above) to the extent of our underlining.
51. The reference to “Special Condition 7” is meaningless as Item 10 special condition 7 has no application here (page 5).
52. It could, however, be a reference to:
- (a) special condition 7 of the Staged Recommencement Customer Schedule – which we do not have; or
 - (b) Item 10 special condition 12 of the Draft 2021 Customer Schedule (page 6) relating to annual increases to the Charges for the supply of “Class A” recycled water.
53. Item 10 special condition 12 (page 6) is a strange provision. It states that for the first two years of the term of the Proposed New Agreement the Charges payable by the Customer for the supply of “Class A” recycled water will be a percentage (yet to be agreed or specified) of the tariff for “Class A” recycled water set by the Council in its budget for that relevant year.
54. Item 10 special condition 13 (page 6) specifically provides that special condition only applies to increases in the Charges for the “Class A” supply and does not affect the Charges for the “Class C” supply.
55. In order for the PTBC and the Golf Club to obtain certainty concerning the amount of the Charges, they need to discuss (and agree on) the following matters with the Council:
- (a) The actual (or estimated) Charges for the “Class C” supply (in respect of both the Body Corporate Land and the Golf Course Land), and how (and by what amount) the same will increase.
 - (b) What is meant by the reference to “Special Condition 7” as appears in Item 3 (referred to in paragraph 49 above).



(c) What are the proposed percentages to be inserted in Item 10 special condition 12 (referred to in paragraph 53 above).

(d) Whether there is any (and if so, what) opportunity of the supply to the Golf Course Land being transitioned to “Class A” recycled water.

Issue 4 – Other matters

56. We have dealt with the more substantive legal and other matters relating to the Draft 2021 Customer Schedule.

57. We consider that Item 10 special condition 14 of the Draft 2021 Customer Schedule (page 6) should be deleted (or amended) because it is unnecessarily restrictive on the Customer and clauses 10.3 and 21.2 of the 2020 Standard Terms and Condition sufficiently protect the Council. In this respect, we note that:

(a) Clause 21.2 of the 2020 Standard Terms and Conditions provides that the Council may immediately terminate if in actual fact the Customer infringes any Law in connection with the use of recycled water, or uses the recycled water for purposes other than the Permitted Use.

(b) Clause 10.3 thereof provides that the Council may restrict or suspend the supply of recycled water if the Customer: fails to pay a Charge; fails to comply within 10 business days with a notice to remedy breach given under clause 21.1; or if the Agreement is not extended.

(c) Special condition 14 proposes to extend the Council’s right to immediately, and without notice or warning, restrict or suspend supply in circumstances where the Council merely forms a “reasonable opinion” (even if it is factually or legally incorrect) that:

(i) the Customer has used the recycled water otherwise than in accordance with the Permitted Use; or

(ii) the Customer’s use of the recycled water may cause the Council to breach its obligations at law including the *Public Health Act 2005 (Qld)* – even if the Customer has in no way breached any terms of the Agreement.

(d) The Council will want to protect itself in the event that it reasonably suspects that one of the two things in (c) above has occurred. As a compromise, perhaps special condition can remain but be amended so that the Council has to first give say 10 day written notice of its suspicion to the Customer – similar to the notice to remedy breach given under clause 21.2

58. The PTBC and the Golf Club should discuss, and agree, with the Council:

(a) How the numerous blanks in Item 10 special conditions 8 and 12, and following special condition 14, are to be filled in.



(b) What is meant by the reference to “Special Condition 7” as appears in Item 3 (referred to in paragraph 49 above).

59. The PTBC and the Gold Club should carefully consider whether the details contained in the Draft 2021 Customer Schedule are correct, including:

- (a) Whether the Body Corporate Land and the Golf Course Land set out in Item 1 (page 2) are correctly described.
- (b) Who is the correct owner of the Golf Course Land – see the comments in footnote 1 above. In this respect, we note that Item 10 special condition 5 does refer to the entity referred to in footnote 1.
- (c) Whether the address for notices and contact details of the Customer set out in Items 5 and 6 (pages 2 and 3) are correctly described.

This will also include those details for the Golf Course if it is added as a Customer.

60. For completeness, we advise that:

- (a) We do not fully understand the queries referred to in paragraphs 19(d) and 19(h) above.

We suspect that the queries may relate to how the PTBC and the Golf Club can ensure they have a right to access (perhaps by way of an easement or licence) the pipeline and the pumps, and the Coombabah Sewage Treatment Plant, all of which are located outside of the Resort.

We are happy to discuss these queries further once we have a better understanding of what the concerns are.

- (b) The handwritten comment “*if customer infrastructure is in place to accept A Class*” made in respect of Item 10 special condition 10 of the Draft 2021 Customer Schedule (page 5) is not applicable. Special condition provides that the Customer is only obliged to commence to take “Class A” water after the receipt of the “*Connection Completion Notice*” – which can only be given after the Customer has completed the “Customer Infrastructure Works” and given a “Customer Infrastructure Works Notice” (see special conditions 8 and 9).
- (c) We do not understand why the PTBC and the Golf Club have inserted a handwritten objection to Item 10 special condition 11(iii). Once the transition to “Class A” recycled water for the Body Corporate Land is made, we would have thought that the “*Supply Points*” for the supply of “Class C” recycled water to the Body Corporate Land would no longer be required and could be disconnected.

Perhaps there would be justification to object to such disconnection it was likely that the supply of “Class A” recycled water may be interrupted in the future, or if those “*Supply Points*” were required in order to continue the supply of “Class C” recycled water to the Golf Course Land.



D. Conclusion

61. Although this advice should be considered in its entirety, we have underlined what we consider to be the most important matters for the PTBC and the Golf Club to consider.
62. Generally speaking, the queries raised (and our responses) fall within the following categories:
- (a) Matters which have yet to be discussed/agreed with the Council.
 - (b) Matters which may have been agreed to but are not accurately recorded in the Draft 2021 Customer Schedule – and which need to be corrected.
 - (c) Changes required to the Draft 2021 Customer Schedule in order to properly protect the PTBC and the Golf Club.

Please feel free to contact our Mr Carlson or Mr Francis if you have any questions or require any clarification.

Yours sincerely
Grace Lawyers Pty Ltd

A handwritten signature in black ink, appearing to be 'Jason Carlson'.

Partner: Jason Carlson
Contact: Craig Francis, Special Counsel
Email:
Phone:

From: [Craig Francis](#)
To: [Dale StGeorge](#); [Jason Carlson](#)
Subject: RE: [GL 212108] RE: Deed - C Class Recycled Water
Attachments: [image002.png](#)
[image008.jpg](#)
[image009.png](#)
[image010.jpg](#)
[image011.png](#)
[image012.gif](#)
[image013.png](#)
[image014.png](#)
Importance: High
Sensitivity: Confidential

Hi Dale,

I am finalising the review of the draft Deed of Agreement with the Golf Club, and will have it to you later today.

I just want to clarify something before I finalise my review.

The Recycled Water Agreement with the Council provides for the supply and use of: (1) Class A recycled water to the "Body Corporate Land" (as described in item 1A of the Customer Schedule); and (2) Class C recycled water to the "Golf Course Land" (as described in item 1B of the Customer Schedule). However, the draft Deed of Agreement: (1) does not differentiate between Class A and Class C recycled water; and (2) requires supply to Golf Club land which by definition is not limited to the golf course itself.

Therefore, is it intended that the PTBC:

1. Supply the Golf Club with anything but Class C recycled water for use on the golf course alone?
2. If so, what Class of recycled water is intended to be supplied to the Golf Club, and to what parts of the Golf Club land (including the golf course itself)?

Kind regards

Craig Francis

Special Counsel | www.gracelawyers.com.au

Grace Lawyers



Grace Lawyers - QLD

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PO Box 12962
George Street QLD 4003
Tel: 07 3102 4120

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From: Dale StGeorge

Sent: Thursday, 28 September 2023 12:52 PM

To: Jason Carlson

Cc: Craig Francis

Subject: RE: [GL 212108] RE: Deed - C Class Recycled Water

Sensitivity: Confidential

Please proceed.

Kind Regards,

DALE ST GEORGE

Chief Executive Officer

Direct 07 5500 3321 | dale.stgeorge@scove.com.au

Main 07 5500 3333 | enquiries@scove.com.au

Address PO Box 15 | Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212

Web stratamax.com.au/Portal/login



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From: Jason Carlson **Sent:** Thursday, September 28, 2023

12:48 PM

To: Dale StGeorge

Cc: Craig Francis

Subject: RE: [GL 212108] RE: Deed - C Class Recycled Water

Sensitivity: Confidential

Thank you Tamara.

Dale, please let me know if you'd like us to proceed.

Kind regards

Jason Carlson
Partner | jason.carlson@gracelawyers.com.au
www.gracelawyers.com.au

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From: Tamara Jones <tamara.jones@scove.com.au> **On Behalf Of** Dale StGeorge

Sent: Wednesday, 27 September 2023 3:28 PM

To: Jason Carlson <jason.carlson@gracelawyers.com.au>

Cc: Craig Francis <craig.francis@gracelawyers.com.au>; Dale StGeorge <dale.stgeorge@scove.com.au>

Subject: RE: [GL 212108] RE: Deed - C Class Recycled Water

Sensitivity: Confidential

Good Afternoon Jason,

Please see attached GCCC Agreement, thank you.

Warm Regards,

TAMARA JONES

EA to the CEO

Direct 07 5500 3322 | tamara.jones@scove.com.au

Main 07 5500 3333 | enquiries@scove.com.au

Address PO Box 15 | Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212

Web stratamax.com.au/Portal/login



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From: Jason Carlson

Sent: Wednesday, September 27, 2023 2:33 PM

To: Dale StGeorge

Cc: Craig Francis

Subject: [GL 212108] RE: Deed - C Class Recycled Water

Sensitivity: Confidential

Dear Dale

The Agreement with the GCCC wasn't attached to your email. We anticipate having to review that GCCC agreement in order to properly advise on the agreement proposed by the Golf Club.

We estimate our fees could be about \$4,000 - \$6,000 plus GST, but they may be less if the GCCC Agreement doesn't complicate matters.

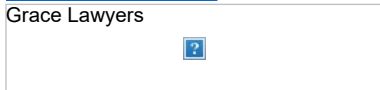
Craig can complete the review by next Friday.

Kind regards

Jason Carlson

Partner | www.gracelawyers.com.au

Grace Lawyers



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Brisbane QLD 4000
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From: Dale StGeorge
Sent: Wednesday, 27 September 2023 12:33 PM
To: Jason Carlson
Cc: Craig Francis
Subject: FW: Deed - C Class Recycled Water
Importance: High
Sensitivity: Confidential

Could you give me an estimate on a review of this proposed Deed between the PTBC and Gold pertaining to C Class Water? City of the Gold Coast Agreement also attached – I think Craig reviewed something similar in the past. Urgent by next Friday if possible – Thank you.

Kind Regards,

DALE ST GEORGE

Chief Executive Officer

Direct 07 5500 3321 |

Main 07 5500 3333 | enquiries@scove.com.au

Address PO Box 15 | Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212

Web stratamax.com.au/Portal/login



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From: Paul Sanders
Sent: Friday, August 18, 2023 1:38 PM
To: Dale StGeorge
Cc: ;
Subject: Deed - C Class Recycled Water
Importance: High
Sensitivity: Confidential

Hi Dale

As discussed, please see draft Deed attached in relation to the supply and use of C Class water from the PTBC to the Golf Club for your consideration.

The following objectives were used in the creation of this Deed:

- Guarantee the future supply and use of C Class water for the golf courses
- This will ensure that
 - All areas can continue to be irrigated for the benefit of all Sanctuary Cove stakeholder
 - The wildlife sanctuary is protected and will ensure the lakes are kept at a suitable level for fish, eels, frogs, birds, turtles and other
- Lake Management
 - Separate agreement that is to be renominated outside of this agreement following the PTBC review currently underway with ENGENY
- Costs
 - Please see estimated water use for the Golf Club for the next 20 years
 - Assumptions
 - 2.5% CPI applied
 - Water use for the course averaged for wet/dry
 - May change on ENGENY advice/report
 - COGC not changing pricing model
 - QLD Health allowing C Class water to be continually used for golf courses

[@Dale StGeorge](#) – a few extra things that we need to put in the Effluent Water Agreements with the City of Golf Coast (COGC) below:

- New digital water meter at Coombabah pump station and SCGCC
 - Ability to know the difference between supply and use
 - Track water losses/line breakage
- Trans evaporation ratio applied on the lake surfaces (previously agreed to by COGC)
 - Based on current supply versus what the Club uses there is a HUGE difference
- SCGCC issued access/permission to Coombabah Pump Station

It would be appreciated if consideration to this Deed could be considered at the next PTBC meeting.

Let me know if you have any questions.

Kind regards

Paul Sanders

Executive General Manager

Sanctuary Cove Golf and Country Club Pty Ltd & Holdings Limited

PO Box 805 | Sanctuary Cove Qld 4212 | Australia

Tel: +61 7 5699 9000 | Fax: +61 7 5699 9099

Email:

Web: www.sanctuarycovegolf.com.au

Laura Liebenau | Executive Assistant to the Executive General Manager

Tel: +61 7 5699 9012

ITEM 5

Deed of Agreement

BETWEEN

**SANCTUARY COVE GOLF AND COUNTRY CLUB HOLDINGS PTY LTD
A.C.N 120 283 534**

and

SANCTUARY COVE PRIMARY THOROUGHFARE BODY CORPORATE

GTP 201

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DRAFT

.MBA.
LAWYERS

Deed of Agreement

This Deed is made on the day of 20

PARTIES

SCGCC **Sanctuary Cove Golf and Country Club Holdings Limited A.C.N 120 283 534** of Clubhouse, the Parkway, Sanctuary Cove, Queensland, 4212

PTBC **Sanctuary Cove Primary Thoroughfare Body Corporate ~~GTP 201~~**

Commented [CF1]: This is the description of the "Customer" in Item 6 of the RWS Agreement Customer Schedule.

BACKGROUND

- A. The PTBC is a party to the RWS Agreement with CoGC for the supply of Class A recycled water and Class C recycled water to the PTBC to be used at the Sanctuary Cove Land, including the SCGCC Land.
- B. The PTBC provides Class C recycled water, as supplied by CoGC to the PTBC pursuant to the RWS Agreement, to SCGCC through infrastructure owned and operated by the PTBC.
- C. The PTBC and SCGCC agree that the PTBC will continue to supply SCGCC with Class C recycled water subject to the terms and conditions of the RWS Agreement and on the terms and conditions set out in this Deed.
- D. The PTBC and SCGCC acknowledge that the PTBC and SCGCC mutually benefit from the arrangement under this Deed.

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AGREED TERMS

1.1 Definitions

In this Deed:

Business Day means a day which is not a Saturday, a Sunday, a public holiday or bank holiday in the State of Queensland.

Class A recycled water means that quality of water as so defined in the RWS Agreement.

Class C recycled water means that quality of water as so defined in the RWS Agreement.

CoGC means the Council of the City of Gold Coast.

Commencement Date means the date of this Deed.

Corporations Act means the *Corporations Act 2001* (Cth).

Deed and this Deed means the deed between the parties constituted by this document and includes the Background and any amendments or variations made from time to time.

Expiry Date means 10 years from the Commencement Date.

Commented [CF2]: This definition accords with the definition in Schedule 1 of the Acts Interpretation Act 1954 (Qld).

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First Option Term means a further term of 10 years commencing the day after the Expiry Date as exercised or agreed pursuant to the terms of clause 3.2 of this Deed.

Initial Term means 10 years commencing on the Commencement Date and ending on the Expiry Date.

RWS Agreement means the Recycled Water Supply Agreement between the PTBC and CoGC dated [insert] for the supply of recycled Class A and Class C water to Sanctuary Cove as entered into or as amended or varied from time to time.

Commented [CF3]: The First Option Term cannot exceed, or be inconsistent with, the Term under the RWS Agreement.

Commented [CF4]: The Initial Term (see clause 3.1) cannot exceed, or be inconsistent with, the Term under the RWS Agreement.

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Sanctuary Cove Land	means land <u>insert a suitable definition which includes both the and the SCGCC Land</u> .
SCGCC Land	means land owned by SCGCC, including but not limited to the golf course maintained and operated by SCGCC.
Second Option Term	means a further term of 10 years commencing the day after the expiry of the First Option Term as exercised <u>or agreed</u> pursuant to the terms of <u>clause 3.3 of</u> this Deed.
Term	means, <u>unless this Deed is terminated earlier, the Initial Term and the First Option Term (if exercised) and the Second Option Term (if exercised)</u> .
Water Supply Point	means the lake or other body of water to which the PTBC supplies <u>Class C recycled</u> water for SCGCC use <u>on the SCGCC Land</u> . The Water Supply Point stores the water for SCGCC use <u>on the SCGCC Land</u> until used at SCGCC's discretion.

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Commented [CF5]: The land should be properly defined. Item 1B of the RWS Agreement Customer Schedule provides a description of the "Golf Club Land".

Commented [CF6]: The Second Option Term cannot exceed, or be inconsistent with, the Term under the RWS Agreement.

Commented [CF7]: The Term (which includes the Initial Term and the Option Terms 0 se clauses 3.1 to 3.3) cannot exceed, or be inconsistent with, the Term under the RWS Agreement.

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Deleted: 10 years commencing on the Commencement Date and ending on the Expiry Date.

1.2 Interpretation

- (a) In this Deed headings are for convenience only and do not affect interpretation and unless the context indicates a contrary intention:
- (i) a reference to a party to this agreement or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
 - (ii) a reference to any party includes that party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;
 - (iii) a reference to this Deed or to any other deed, agreement or document includes, respectively, this Deed or that other deed, agreement or document as amended, novated, supplemented, varied or replaced from time to time;
 - (iv) words importing the singular include the plural (and vice versa), words denoting a given gender include all other genders, and words denoting individuals include corporations (and vice versa);
 - (v) a reference to a clause is a reference to a clause of this Deed;
 - (vi) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of what word or phrase has a corresponding meaning;
 - (vii) reference to currency are references to Australian currency unless otherwise specifically provided; and
 - (viii) reference to any legislation or to any section or provision thereof includes any statutory modification or re-enactment or any statutory provision substituted for it, and ordinances, by-laws, regulations, and other statutory instruments issued thereunder.
- (b) If the day on which any act, matter or thing is to be done under or pursuant to this Deed is not a Business Day, that act, matter or thing may be done on the next Business Day.

2 Supply of water

2.1 Subject to clause 2.4 hereof, the PTBC agrees that it will:

- (a) provide Class C recycled water to SCGCC to the Water Supply Point, and other supply points as may be agreed from time to time in writing by the parties, for use at SCGCC's absolute discretion on the SCGCC Land;
- (b) be responsible for the cost charged by CoGC to the PTBC for the supply of Class C recycled water pursuant to the RWS Agreement, including the Class C recycled water that is ultimately provided by the PTBC to SCGCC pursuant to this Deed;
- (c) be responsible for maintaining at its own cost and expense the infrastructure owned and operated by the PTBC (including the Water Supply Point), to supply to SCGCC the Class C recycled water pursuant to this Deed; and
- (d) unless otherwise provided for in this Deed, be responsible for complying with all other obligations contained in the RWS Agreement which are required to be complied with by the PTBC.

2.2 The PTBC will carry out its obligations hereunder in a proper and workmanlike manner and will follow any reasonable instructions as agreed from time to time in writing by the parties.

2.3 SCGCC agrees that it will:

- (a) as required by the RWS Agreement, ensure that the requirements relating to signage and training of staff as it relates to the water used by SCGCC are complied with by SCGCC at its own cost and expense; and
- (b) be responsible at its own cost and expense for the delivery of the Class C recycled water from Water Supply Point to where it is required on the SCGCC Land, and that SCGCC will at its own cost and expense comply with the requirements contained in the RWS Agreement or as otherwise requested by CoGC in relation to the delivery of that Class C recycled water from the Water Supply Point.

2.4 To remove any doubt, the parties acknowledge and agree that the obligations of the PTBC as set out in clauses 2.1 and 2.2 hereof only apply and operate:

- (a) to the extent that there exists a current and operative RWS Agreement between the PTBC and CoGC;
- (b) to the extent that the PTBC is being supplied Class C recycled water by CoGC pursuant to the RWS Agreement;
- (c) to the extent that such obligations are permitted by, and not otherwise inconsistent with, the terms and conditions of the RWS Agreement; and
- (d) during the Term of this Deed.

3 Term

3.1 Initial term

The obligations of each party pursuant to this Deed will commence on the

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Commented [CF8]: Does the PTBC agree that it is to bear the cost of water supplied to the Golf Club, without receiving any contribution?

Commented [CF9]: Does the PTBC agree to bear the maintenance cost. I presume that the PTBC does not agree to be responsible in respect of any infrastructure which is not owned by the PTBC.

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Deleted: (unless otherwise provided for in this Deed) contained in the RW

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Commented [CF10]: The work is to supply recycled water, which only the PTBC can do. Any maintenance work under (c) will presumably have to be performed by qualified contractors, and the Golf Club should not have any say in this.

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Commented [CF11]: The PTBC should insist on this obvious limitation to its obligations.

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Commencement Date and end on the Expiry Date.

3.2 First Option Term

- (a) Each party will be entitled to, not later than six months before the Expiry Date, provide written notice to the other party of its intention not to exercise the First Option Term.
- (b) ~~Should no such notice be provided as set out in clause 3.2(a) hereof, then subject to any agreement in writing by the parties to the contrary this Deed shall come to an end and cease to operate on and from the Expiry Date.~~
- (c) Should the First Option Term be exercised in accordance with clause 3.2(a) hereof or should a written agreement between the parties be reached as set out in clause 3.2(b) hereof, then this Deed will extend for the First Option Period and all terms of this Deed (with the exception of clause 3.2) shall apply.

Commented [CF12]: It makes no sense that the First Option Term is deemed to have been exercised if it is not actually exercised or if there is no agreement by the parties. The consequence for the absence of any such exercise or agreement should be an automatic and immediate ending of the Deed.

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3.3 Second Option Term

- (a) Each party will be entitled to, not later than six months before the expiry of the First Option Term (if exercised or agreed as provided for in clause 3.2(a) or clause 3.2(b) hereof, provide written notice to the other party of its intention not to exercise the Second Option Term.
- (b) Should no such notice be provided as set out in clause 3.3(a) hereof, then subject to any agreement in writing by the parties to the contrary this Deed shall come to an end and cease to operate on and from the expiry of the First Option Term.
- (c) Should the Second Option Term be exercised in accordance with clause 3.3(a) hereof or should a written agreement between the parties be reached as set out in clause 3.3(b) hereof, then this Deed will extend for the Second Option Period and all terms of this Deed (with the exception of clauses 3.2 and 3.3) shall apply.

Commented [CF13]: It makes no sense that the SecondOption Term is deemed to have been exercised if it is not actually exercised or if there is no agreement by the parties. The consequence for the absence of any such exercise or agreement should be an automatic and immediate ending of the Deed.

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Commented [CF14]: It appears that this would not be a "Permitted Use" allowed under the RWS Agreement.

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Commented [CF15]: Any liability to indemnify should be limited to the extent that it has directly been the cause of any loss, etc.

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Commented [CF16]: The likely breach by the PTBC (if any) to occur will probably relate to a failure to maintain the infrastructure under clause 2.1(c). Presumably such a breach would take more than 7 days to address, and maybe even more than 21 days should be inserted.

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4 General

4.1 Indemnity

Subject to clause 2.4 hereof, the PTBC hereby indemnifies and shall keep indemnified SCGCC from and against any loss, damage, cost, liability, injury or death suffered or incurred by SCGCC directly as a result of the supply by the PTBC of Class C recycled water not being compliant with the terms of this Deed. Such indemnity shall only apply to the extent that such loss, damage, cost, liability, injury or death suffered or incurred was caused as a direct result of any negligent act of the PTBC.

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Commented [CF15]: Any liability to indemnify should be limited to the extent that it has directly been the cause of any loss, etc.

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4.2 Termination

- (a) Subject to clause 4.2(b) hereof, the parties may at any time agree in writing to terminate this Deed.
- (b) If either party is in breach of this Deed, the other party must provide a written notice to the breaching party specifying the breach and requiring the breach to be remedied within twenty-one (21) days, failing which the Deed may thereafter be terminated by notice in writing.

Commented [CF16]: The likely breach by the PTBC (if any) to occur will probably relate to a failure to maintain the infrastructure under clause 2.1(c). Presumably such a breach would take more than 7 days to address, and maybe even more than 21 days should be inserted.

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4.3 Confidentiality

- (a) The terms of this Deed and information provided in connection with its performance are confidential and the parties must treat this information confidentially. Except with the written consent of both parties, the parties must not, and must ensure that any person who with approval receives the information does not, disclose any of the information in any form to anyone else or use any of the information except to perform its obligations under this Deed.

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4.4 Entire agreement

- (a) This Deed ~~contains~~ the entire agreement and understanding between the parties ~~as to~~ the subject matter of this Deed and supersedes any prior understanding, arrangement, representation or agreements between the parties as to the subject matter contained in this Deed.

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4.5 Amendment

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

4.6 Dispute resolution

- (a) If a dispute ~~or difference~~ arises between the parties ~~in relation to the provisions of this Deed or in relation to the performance of a party's obligations under this Deed, then a party (the complainant)~~ must not commence any court or arbitration proceedings ~~against the other party (the respondent)~~, except where ~~the complainant~~ seeks urgent interlocutory relief, unless ~~the complainant~~ has first complied with ~~clauses 4.6(a) to 4.6(d) hereof~~.

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- (b) The complainant must ~~notify~~ the respondent in writing of the following:

- i. The nature of the dispute;
- ii. The outcome ~~which~~ the complainant desires; ~~and~~
- iii. The action the complainant believes will settle the dispute.

- (c) ~~Upon receipt by the respondent of the written notification referred to in clause 4.6(b) hereof~~, both parties will make every effort to resolve the dispute by mutual negotiation within 14 ~~Business Days~~.

- (d) ~~Any dispute which is not resolved by the parties pursuant to clause 4.6(c) hereof~~ shall be submitted to mediation ~~as follows~~:

- i. ~~The mediator to be appointed shall be an appropriately qualified and practising legal practitioner as agreed by the parties in writing, and failing such agreement within 7 Business Days shall be an appropriately qualified and practising legal practitioner as appointed by the President for the time being of the Queensland law society Incorporated.~~
- ii. ~~A mediation will be held within 21 Business Days (or such longer time as agreed in writing by the parties) of the appointment of the mediator;~~
- iii. ~~In the event that the dispute is not resolved at the mediation, then either party is at liberty to commence any court or other proceedings against the other party.~~

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- (e) This clause survives termination of this Deed.

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4.7 Waiver

- (a) Any waiver by any party to a breach of this Deed ~~committed by the other party~~ shall not be deemed to be a waiver of a subsequent breach ~~by the other party~~ of the same or of a different kind.

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4.8 Events beyond control

- (a) Neither party shall be liable to the other party for any loss caused by any failure to observe the terms and conditions of this Deed, where such failure is occasioned by causes beyond its reasonable control including but not limited to by fire, flood, riot, strike, war, restrictions and prohibitions or any other actions

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by any government or semi government authorities.

4.9 Severance

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

4.10 Notices

- (a) A notice or other communication to a party must be in writing and delivered to that party or that party's legal practitioner (as notified in writing by a party to the other party) in one of the following ways:
 - i. Delivered personally; or
 - ii. Posted to their address for service when it will be treated as having been received on the second Business Day after posting; or
 - iii. Sent by email to their email address, when it will be treated as having been received Upon receipt of delivery.

Commented [CF20]: It is good practice to set out the specific addresses for service and emails of the parties - and I suggest this be added to this clause.

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4.11 Counterparts

- (a) This Deed may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one a single instrument and the date of the Deed will be the date on which it is executed by the last party.

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4.12 Electronic exchange

- (a) Delivery of an executed counterpart of this Deed by facsimile, or by email in PDF or other image format, will be equally effective as delivery of an original signed hard copy of that counterpart.
- (b) If a party delivers an executed counterpart of this Deed, under clause 4.11 hereof:
 - i. it must also deliver an original signed hard copy of that counterpart, but failure to do so will not affect the validity, enforceability or binding effect of this Deed; and
 - ii. in any legal proceedings relating to this Deed, each party waives the right to raise any defence based upon any such failure referred to in clause 4.12(b)(i) hereof.

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4.13 Governing Law

- (a) This Deed is governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of that state.

4.14 Costs

- (a) Each party will pay their own costs in relation to negotiating, preparing and entering into this Deed.

EXECUTIONS

EXECUTED as a DEED

Executed by Sanctuary Cove Golf and Country Club Holdings Limited ACN 120 283 534 by authority of its Directors and in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director/Company Secretary

The Common Seal of the Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201 affixed by two (2) duly appointed members of the executive committee:

Signature of Committee Member

Signature of Committee Member

Recycled Water Supply Customer Schedule

**Customer: Sanctuary Cove Primary
Thoroughfare Body Corporate**

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Customer Schedule

Note: This Customer Schedule must be read with City of Gold Coast's Recycled Water Supply Standard Terms and Conditions. Together, this Customer Schedule and the Standard Terms and Conditions form a contract regulating the supply of recycled water by City of Gold Coast to the Customer.

ITEM 1:	LAND											
A.	Description Body Corporate Land 5 Masthead Way, Sanctuary Cove, QLD, 4212 L 91 RP205597, L 93 RP205616, L 7 SP186788, L 11 SP210743, L 94 SP296360											
B.	Description Golf Course Land The Parkway, Sanctuary Cove, QLD, 4212 5 SP210570, L 11 SP289998, L 5 1RP205596, L 16 SP238392, L 1 SP162776, L 184 SP241904											
ITEM 2:	TERM											
	Supply Date	The Date the Recipient first takes Class A Recycled Water										
	Effective Date	TBC										
ITEM 3:	CHARGES											
	<p>(a) Subject to paragraph (b), the Charges will be the amounts as determined in accordance with the applicable water usage charge for the supply of the Recycled Water supplied under the Agreement set by Council in its budget for the relevant year of the Term.</p> <p>(b) In respect of the Charges for supply of Class A Recycled Water to the Body Corporate Land, the Charges will be calculated at the percentage of the applicable water usage charge for the periods specified in the following table:</p> <table border="1"> <thead> <tr> <th>Charging Period</th> <th>% of applicable water usage charge</th> </tr> </thead> <tbody> <tr> <td> Period commencing on the Supply Date to the end of that financial year (first financial year) (Note: for the avoidance of doubt, the first Charging Period may be less than 12 months if the Supply Date occurs after 1 July in the year of commencement) </td> <td>20%</td> </tr> <tr> <td>12 month period commencing on the first day of the second financial year</td> <td>40%</td> </tr> <tr> <td>12 month period commencing on the first day of the third financial year</td> <td>60%</td> </tr> <tr> <td>12 month period commencing on the first day of the fourth financial year</td> <td>80%</td> </tr> </tbody> </table>		Charging Period	% of applicable water usage charge	Period commencing on the Supply Date to the end of that financial year (first financial year) (Note: for the avoidance of doubt, the first Charging Period may be less than 12 months if the Supply Date occurs after 1 July in the year of commencement)	20%	12 month period commencing on the first day of the second financial year	40%	12 month period commencing on the first day of the third financial year	60%	12 month period commencing on the first day of the fourth financial year	80%
Charging Period	% of applicable water usage charge											
Period commencing on the Supply Date to the end of that financial year (first financial year) (Note: for the avoidance of doubt, the first Charging Period may be less than 12 months if the Supply Date occurs after 1 July in the year of commencement)	20%											
12 month period commencing on the first day of the second financial year	40%											
12 month period commencing on the first day of the third financial year	60%											
12 month period commencing on the first day of the fourth financial year	80%											

	<p>(c) For the purposes of calculating any usage Charges, Council must first reduce the water usage volume recorded on the Customer's water meter/s by the "release factor" to take account of the quantity of water that is consumed by evaporation and seepage from open ponds and is not used on the Customer's Land.</p> <p>(d) For paragraph (c):</p> <ul style="list-style-type: none"> the release factor applicable to the Customer for the supply of Class C recycled water is 40%; the release factor applicable to the Customer for the supply of Class A recycled water is 0%. For the avoidance of doubt, the Customer is liable for all Charges associated with the supply of recycled water under this agreement, even to the extent that the recycled water is used by the Sanctuary Cove Golf and Country Club. This is consistent with the Sanctuary Cove Common Water Supply Arrangement. 	
ITEM 4:	INSURANCE (Proof of cover must be provided)	
	Minimum public and product liability insurance amount - \$20 million	
	Workers' compensation insurance	
ITEM 5:	ADDRESS FOR NOTICES	
	<p>City of Gold Coast:</p> <p>City of Gold Coast, Customer Engagement, Water and Waste PO Box 5042, GCMC, 9726, QLD</p> <p>Email: mail@goldcoast.qld.gov.au</p>	<p>Customer:</p> <p>Sanctuary Cove Primary Thoroughfare Body Corporate Attention: Dale St George PO Box 15, Sanctuary Cove, QLD, 4212</p> <p>Email: dale.stgeorge@scove.com.au</p>
ITEM 6:	CUSTOMER DETAILS	OPERATIONAL CONTACT DETAILS
	<p>Customer Name: Sanctuary Cove Primary Thoroughfare GTP 201, trading as Sanctuary Cove Primary Thoroughfare Body Corporate</p> <p>ABN: 33 059 027 292</p> <p>Address: 5 Masthead Way, Sanctuary Cove, QLD, 4212</p> <p>Contact: Dale St George</p> <p>Title: CEO</p> <p>Email: dale.stgeorge@scove.com.au</p> <p>Contact Number: 07 5500 3344</p>	<p>Contact Name: Nicole Tolhurst</p> <p>Title: Customer Management Officer</p> <p>Email: recycledwater@goldcoast.qld.gov.au</p> <p>Contact number: 0481 057 844</p> <hr/> <p>Contact Name: Shanyn Fox</p> <p>Title: Facilities Services Manager</p> <p>Email: shanyn.fox@scove.com.au</p> <p>Contact number: 0431 094 524</p> <hr/> <p>Contact Name: Paul McClean</p> <p>Title: Golf Course Superintendent</p> <p>Email: paulm@sgcc.com.au</p> <p>Contact number: 0466 710 388</p>
ITEM 7:	SPECIFICATIONS	

	<p>Refer to:</p> <ul style="list-style-type: none"> • Attachment 1 - Annexure 1 in respect of the supply of Class A Water to the Body Corporate Land; • Attachment 1 - Annexure 1 in respect of the supply of Class C Water to the Golf Course Land
ITEM 8:	RECYCLED WATER CUSTOMER CONTROLS
	<p>Refer to:</p> <ul style="list-style-type: none"> • Attachment 1 - Annexure 2 in respect of the supply of Class A Water to the Body Corporate Land; • Attachment 1 - Annexure 2 in respect of the supply of Class C Water to the Golf Course Land
ITEM 9:	SUPPLY INFRASTRUCTURE AND CONNECTION POINT
	<p>Refer to:</p> <ul style="list-style-type: none"> • Attachment 1 - Annexure 3 in respect of the supply of Class A Water to the Body Corporate Land; • Attachment 3 - Annexure 3 in respect of the supply of Class C Water to the Golf Course Land;

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ITEM 10:	SPECIAL CONDITIONS
	<ol style="list-style-type: none"> 1. To the extent of any inconsistency between the Standard Terms and Conditions and this Customer Schedule (including these Special Conditions), the Customer Schedule (including these Special Conditions) will prevail. 2. The supply and use of Recycled Water by the Customer on the Golf Course Land is not the resale, donation, assignment, supply or disposal of Recycled Water for the purposes of clause 5.4 of the Standard Terms and Conditions. 3. The Customer warrants that: <ol style="list-style-type: none"> (a) pursuant to the Sanctuary Cove Common Water Supply Arrangement, it is responsible for (and liable for) the supply of Recycled Water to the Land, and the Charges payable under this agreement; and (b) it has obtained, and will continue to maintain for the Term, all approvals, consents, licences and commitments necessary to facilitate the supply and use of Recycled Water under this Agreement, including supply through Customer Infrastructure owned by a third party. 4. For the purposes of this Agreement, the Customer's Personnel includes: <ol style="list-style-type: none"> (a) Sanctuary Cove Golf and Country Club Holdings Limited; and (b) Sanctuary Cove Golf and Country Club Holdings Limited's officers, employees, contractors and agents. 5. Without limiting the parties' rights to terminate the Agreement under clause 21 or to restrict or suspend supply under clause 10 of the Standard Terms and Conditions, Council may, by written notice to the Customer, immediately suspend supply of Recycled Water if Council forms a reasonable opinion that: <ol style="list-style-type: none"> (a) the Customer has used the Recycled Water otherwise than in accordance with the Permitted Use (including by failing to comply with the On-Site Controls); (b) the Customer's use of the Recycled Water may cause Council to breach its obligations at law, including under the Public Health Act 2005. 6. For these Special Conditions, "Recycled Water System Testing Procedure" means the procedure for the Customer's conduct of testing of its system, as notified by Council to the Customer from time to time.

**Attachment 1 - Body Corporate
Land - Class A Supply**

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Annexure 1 - Specification (Service and Quality)

ITEM 1: SERVICE SPECIFICATION		Class A Supply
CoGC supply window:		24 hours
Supply conditions:		Min Supply flow rate – 3 litres/second (TBC) Min Supply pressure – 25 meters (TBC)
Daily Supply Volume (during normal operation):		0.3 ML/Day (TBC)
ITEM 2: QUALITY SPECIFICATION		Class A Supply
ITEM 2A	Quality specification	Class “A” recycled water, as described in section 59 and Schedule 7 of the <i>Public Health Regulation 2018</i> (Qld).
ITEM 2B	Monitoring and testing specifications	In accordance with, and at the frequencies required by, section 59 and Schedule 7 of the <i>Public Health Regulation 2018</i> (Qld).
ITEM 3: PERMITTED USE		Class A Supply
	The Permitted Use of Recycled Water supplied under this Customer Schedule on the Body Corporate Land is:	Irrigation of landscaping (in accordance with the on-site controls specified in Annexure 2 Table 1).
ITEM 4: ON SITE CONTROLS		Class A Supply
	The on-site controls described or specified in Annexure 2 must be maintained at all times by, and at the cost of, the Customer and must be equivalent to or better than the controls listed in Table 1.	Refer to Annexure 2

Annexure 2 - Recycled Water Customer On-Site Controls

Refer to Table 1

Table 1 Recycled Water Use – Sanctuary Cove Body Corporate Land – Class A Supply

Recycled Water Use	Use Window	Customer Controls ⁴				
		Spray Drift	Withholding Period	Buffer Zone	Drip Irrigation	PPE
Landscaping	8pm – 4am ¹	Yes ²	No	Yes ²	Yes ³	No
Road verge green space	8pm – 4am	Yes ²	No	Yes ³	Yes ³	No
Open green space	8pm – 4am	Yes ²	No	Yes ³	No	No

1 Use window subject to on-site assessment. This can be amended to reflect site arrangements.

2 Spray drift control and buffer zones as documented in QLD Guideline for Low Exposure Recycled Water Schemes

3 Close to residential properties

4 Based on the Sewage Treatment Plant (STP) recycled water quality produced Class A controls can be applied. This is subject to annual STP recycled water quality performance and customer site audits

In accordance with Clause 8 of the Recycled Water Supply Standard Terms and Conditions, the Customer is also responsible for the additional onsite controls below.

Roles and responsibilities

- (a) The Facilities Services Manager is responsible for the Customer controls as outlined in this Customer Schedule.
- (b) The Facilities Services Manager delegates' responsibility for procedures and tasks as required.
- (c) It is the responsibility of the Facilities Services Manager to ensure that the operational risk mitigation activities referred to in this Customer Schedule and the Recycled Water Supply Standard Terms and Conditions are carried out effectively.

Signage

The Customer must erect Recycled Water signs in prominent positions around the Land advising that recycled water is in use.

Public awareness

The Customer must ensure that residents and visitors to Body Corporate Land are made aware that Recycled Water is in use on Body Corporate Land through reasonable and appropriate signage and communication.

Staff awareness training

The Customer must ensure that all staff, including any contractors, who are responsible for Recycled Water use on the Body Corporate Land have undertaken Recycled Water User Training with the City of Gold Coast.

Onsite maintenance

The Customer must ensure that:

- (a) any staff member or contractor performing maintenance on any Customer Infrastructure (**maintenance personnel**) first seeks the approval from the Facilities Services Manager;
- (b) any new pipes or sprinklers forming part of the Customer Infrastructure will be coloured purple or lilac to reflect recycled water is in use;
- (c) all plumbing plans related to the Customer Infrastructure are updated to record the location of new pipes; and
- (d) if maintenance activities on the Customer Infrastructure involve the use of sprinklers with Recycled Water during daylight hours, additional signage is to be posted at prominent positions around the maintenance areas and public access is restricted during this event.

Changes to irrigation areas/ recycled water use

If the Customer intends to change the use of the Recycled Water on the Body Corporate Land, or the way in which the Recycled Water is used on the Body Corporate Land, the Customer must:

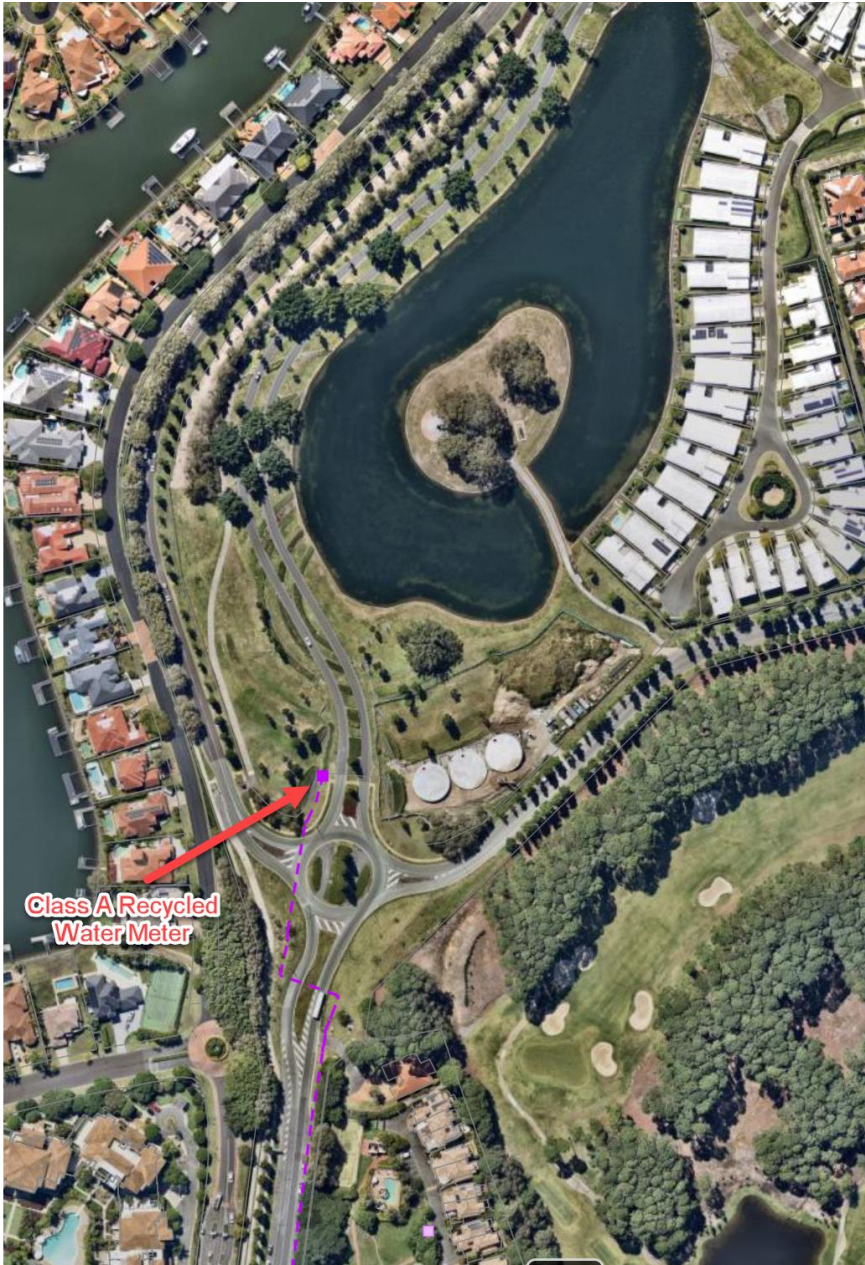
- (a) give City of Gold Coast prior written notice of intended changes;
- (b) ensure the proposed changes meet the requirements of Permitted Use; and

incorporate any changes reasonably required by City of Gold Coast

.

Annexure 3 – Supply Infrastructure and Connection Point

A Class recycled water is supplied from Pimpama Sewage Treatment Plant (STP) to 150 mm recycled water meter number 153521D261 as illustrated below.



**Attachment 2 - Golf Course Land
- Class C Supply**

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Annexure 1 - Specification (Service and Quality)

ITEM 1: SERVICE SPECIFICATION		Class C Supply
	CoGC supply window:	24 hours
	Supply conditions:	Min Supply flow rate - Not specified due to private pump system. Min Supply pressure - Not specified due to private pump system.
	Daily Supply Volume (during normal operation):	Not specified due to private pump system.
ITEM 2: QUALITY SPECIFICATION		Class C Supply
ITEM 2A	Quality specification	Class "C" recycled water, as described in section 59 and Schedule 7 of the <i>Public Health Regulation 2018</i> (Qld).
ITEM 2B	Monitoring and testing specifications	In accordance with, and at the frequencies required by, section 59 and Schedule 7 of the <i>Public Health Regulation 2018</i> (Qld).
ITEM 3: PERMITTED USE		Class C Supply
	The Permitted Use of Recycled Water supplied under this Customer Schedule on the Golf Course Land is:	Irrigation Fairways and greens (in accordance with the on-site controls specified in Annexure 2 Table 1). Landscaping (in accordance with the on-site controls specified in Annexure 2 Table 1).

ITEM 4: ON SITE CONTROLS**Class C Supply**

The on-site controls described or specified in Annexure 2 must be maintained at all times by, and at the cost of, the Customer and must be equivalent to or better than the controls listed in Table 1.

Refer to Annexure 2, Table 1.

Annexure 2 - Recycled Water Customer On-Site Controls

Table 1 Recycled Water Use – Sanctuary Cove Golf and Country Club – Class C Supply

Recycled Water Use	Use Window	Customer Controls ³				
		Spray Drift	Withholding Period	Buffer Zone	Drip Irrigation	PPE
Fairways and greens	8pm – 4am ¹	Yes ²	No	Yes ²	No	No
Landscaping	8pm – 4am ¹	Yes ²	No	Yes ²	No	No
Cleaning/ vehicle wash down	Not permitted	-	-	-	-	-
Cleaning hardstands	Not permitted	-	-	-	-	-

1 Use window subject to on-site assessment. This can be amended to reflect site arrangements.

2 Spray drift control and buffer zones as documented in QLD Guideline for Low Exposure Recycled Water Schemes

3 Based on the Sewage Treatment Plant (STP) recycled water quality produced Class B controls can be applied. This is subject to annual STP recycled water quality performance and customer site audits.

In accordance with Clause 8 of the Recycled Water Supply Standard Terms and Conditions, the Customer is also responsible for the additional onsite controls below.

Roles and responsibilities

- (d) The Golf Course Superintendent is responsible for the Customer controls as outlined in this Customer Schedule.
- (e) The Golf Course Superintendent delegates' responsibility for procedures and tasks as required.
- (f) It is the responsibility of the Golf Course Superintendent to ensure that the operational risk mitigation activities referred to in this Customer Schedule and the Recycled Water Supply Standard Terms and Conditions are carried out effectively.

Signage

The Customer must erect Recycled Water signs in prominent positions around the Land advising that recycled water is in use.

Public awareness

The Customer must ensure that residents and visitors to the Golf Course Land are made aware that Recycled Water is in use on the Golf Course Land through reasonable and appropriate signage and communication.

Staff awareness training

The Customer must ensure that all staff, including any contractors, who are responsible for Recycled Water use on the Golf Course Land have undertaken Recycled Water User Training with the City of Gold Coast.

Onsite maintenance

The Customer must ensure that:

- (e) any staff member or contractor performing maintenance on any Customer Infrastructure (**maintenance personnel**) first seeks the approval from the Golf Course Superintendent;
- (f) any new pipes or sprinklers forming part of the Customer Infrastructure will be coloured purple or lilac to reflect recycled water is in use;
- (g) all plumbing plans related to the Customer Infrastructure are updated to record the location of new pipes; and
- (h) if maintenance activities on the Customer Infrastructure involve the use of sprinklers with Recycled Water during daylight hours, additional signage is to be posted at prominent positions around the maintenance areas and public access is prevented during this event.

Changes to irrigation areas/ recycled water use

If the Customer intends to change the use of the Recycled Water on the Golf Course Land, or the way in which the Recycled Water is used on the Golf Course Land, the Customer must:

- (c) give City of Gold Coast prior written notice of intended changes;
- (d) ensure the proposed changes meet the requirements of Permitted Use; and
- (e) incorporate any changes reasonably required by City of Gold Coast.

Annexure 3 – Supply Infrastructure and Connection Point

Recycled water is supplied from Coombabah Sewage Treatment Plant (STP) to 300mm recycled water meter 736820D519 installed on private customer infrastructure located on the property boundary of Coombabah STP. The recycled water pumps and DN300 main that supply recycled water from Coombabah STP to Sanctuary Cove are owned and operated by Sanctuary Cove Primary Thoroughfare Body Corporate. The receiving storage lagoon is owned and operated by Sanctuary Cove Golf and Country Club, however all Sanctuary Cove Gold Course and Country Club infrastructure used for the supply of recycled water under this Agreement is "Customer Infrastructure" for the purposes of this Agreement, and the Customer is responsible for that infrastructure.



For more information

P 1300 GOLDCOAST (1300 465 326)

W cityofgoldcoast.com.au

CITY OF
GOLDCOAST.

Recycled Water Supply

Standard Terms and Conditions

CITY OF
GOLDCOAST.

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1. Introduction

City of Gold Coast supplies recycled water to a range of customers in its local government area.

The supply of all recycled water must be regulated by a recycled water agreement between each customer and City of Gold Coast.

This document sets out the Standard Terms and Conditions applicable to the supply of recycled water. These Standard Terms and Conditions, with a schedule setting out customer specific requirements (**Customer Schedule**), form the agreement between City of Gold Coast and each customer (**Agreement**).

2. Parties

The Agreement is a contract between City of Gold Coast and the Customer that applies in relation to the supply of recycled water to the Land.

3. Definitions and interpretations

3.1 Definitions

The following definitions apply in these Standard Terms and Conditions:

Administering Authority	means the Authority responsible for the administration of the EP Act;
Agreement and this Agreement	means the Agreement between the parties constituted by these Standard Terms and Conditions and the Customer Schedule;
Approval	means any lease, licence, permit, consent, authorisation, registration, filing, lodgement, notarisation, certificate, endorsement, permission, licence (including process licences), approval, authority or exemption by, or with, an Authority and including any condition or requirement imposed under any of the foregoing;
Authority	means any: (a) government department; (b) local government; (c) governmental or statutory authority; or (d) any other person or entity which, under a Law, has a right to impose a requirement or whose consent is required in relation to this Agreement;
Business Day	means a day that is not a Saturday, Sunday or public holiday and on which financial institutions are open for business generally in Gold Coast;
Charge	means any fee or charge set out, specified or referenced in Item 3 of the Customer Schedule or elsewhere in this Agreement;
Claim	includes any and all causes of action, claims, demands, or proceedings of any nature arising or commenced in any jurisdiction, whether in tort (including negligence), in equity, for breach of Agreement, for legal costs or interest, or otherwise;
Connection Requirements	means the connection requirements set out in the Supply Infrastructure and Connection Point Schedule;
Confidential	means any and all information in any form which is disclosed or made available by a party or that may be developed or acquired

Information

by a party in the performance of this Agreement:

- (a) that is marked "confidential" or "commercial-in-confidence"; or
- (b) that a party knows or ought reasonably to know is confidential to the other party or any third party irrespective of whether such information has been deemed or designated confidential by a party or not,

and includes the terms of this Agreement and any trade secrets, knowhow, business processes and financial information regarding a party but does not include any information which a party can establish:

- (a) is or has become generally available in the public domain other than through a breach of this Agreement or any other obligation of confidentiality to a party or a third party; or
- (b) was either in the possession of a party or independently developed or acquired by a party prior to the Confidential Information being disclosed to that party provided always that such development or acquisition did not in any way arise or occur as a result of any person breaching an obligation of confidence to the other party;

Consequential Loss

means:

- (a) loss of anticipated or actual profits or revenue;
- (b) loss of production or use of equipment;
- (c) business interruption or a failure to realise anticipated savings;
- (d) loss or denial of business or commercial opportunity;
- (e) loss of goodwill, business reputation, future reputation or publicity;
- (f) downtime costs or wasted overheads;
- (g) punitive or exemplary damages; and/or
- (h) indirect, remote, abnormal or unforeseeable loss, or any similar loss whether or not in the reasonable contemplation of the parties at the Effective Date;

Contaminants

has the meaning given in clause 8.4(a)(i)A;

Customer

means the person specified in **Item 6 of the Customer Schedule**;

Customer Infrastructure

means all infrastructure, plant and equipment (but not including the Supply Point and Meter), that is owned, operated or used by the Customer for the taking, use and storage of Recycled Water supplied to the Customer under this Agreement;

Customer Schedule

means the schedule:

- (a) setting out the Customer's particulars, including the customer-specific terms of supply, notified to the Customer prior to the Effective Date;

	(b)	that forms part of the Agreement.
CWW Code		means any customer water and wastewater code made under section 93 of the DR Act;
Daily Supply Volume		means the daily supply volume specified in Item 1 of the Specification;
Declared Emergency		means an emergency declared under or pursuant to a law, including (without limitation) an emergency regulation or declaration made by the Minister under the Water Act.
DR Act		means the <i>South-East Queensland Water (Distribution and Retail Restructuring) Act 2009</i> (Qld);
Effective Date		means the date specified as the "Effective Date" in Item 2 of the Customer Schedule;
EP Act		means <i>Environmental Protection Act 1994</i> (Qld);
Event		has the meaning given in clause 14.4;
Expiry Date		means:
	(a)	the expiry date specified in Item 2 of the Customer Schedule; or
	(b)	if no date is specified in Item 2 of the Customer Schedule, the date either party terminates the Agreement in accordance with clause 21.4;
Financial Year		means an annual period commencing on 1 July in any calendar year and ending on 30 June the following calendar year;
Force Majeure Event		means, in respect of a party, any event or circumstance or combination of events or circumstances outside that party's reasonable control, including:
	(a)	a lack of available supply of power, water or other essential equipment, goods, supplies or services;
	(b)	acts of God, including without limitation, droughts, earthquakes, floods, wash outs, landslides, lightning, storms or natural disasters;
	(c)	fires or explosions;
	(d)	epidemics, pandemics or quarantines;
	(e)	strikes, lockouts, bans, slowdowns or other industrial disturbances (other than of localised or entity-specified nature);
	(f)	any order of any court or the order, law, rule, regulation, act or omission of any government instrumentality having jurisdiction or any failure to obtain any necessary consent or approval of any government instrumentality;
	(g)	any accident, breakages or accident to machinery, pipelines or other infrastructure or equipment, the necessity for making repairs and/or alterations in machinery, pipelines or other infrastructure or equipment, freezing of reservoirs, catchments or pipelines;
	(h)	terrorism, acts of a public enemy, war (declared or undeclared), blockades, revolution, insurrection,

rebellion, riots, sabotage, invasion, political disturbance or civil disturbance;

- (i) a Declared Emergency;
- (j) an act (including laws, regulations, disapprovals, withdrawals of or failure to approve) of any government or agency whether national, State, municipal or otherwise or a change in any law which makes it unlawful to supply, take delivery of or use Recycled Water for the Permitted Use; and/or
- (k) the effects of any of the foregoing events or circumstances that continue after the cessation of the relevant event or circumstance,

which is beyond the reasonable control of, and without the fault or negligence of a party and/or its Personnel, and which results in a party being unable to observe or perform on time an obligation under this Agreement;

Information

has the meaning given in clause 8.4(a)(ii)A;

Insolvency Event

means any of the following:

- (a) if a party informs the other in writing, or creditors generally, that the party is insolvent or is financially unable to proceed with the Agreement;
- (b) execution is levied against a party by a creditor;
- (c) notice is given of a meeting of creditors with a view to the party entering into a deed of company arrangement or placing the party into external administration pursuant to chapter 5 of the *Corporations Act 2001* (Cth);
- (d) a party enters into a deed of company arrangement with creditors;
- (e) a controller or administrator is appointed to a party;
- (f) an application is made to the court for the winding up of a party and that application is not stayed within 14 days;
- (g) a winding up order is made in respect of a party;
- (h) a party resolves by special resolution that it be wound up voluntarily (other than for a member's voluntary winding up); or
- (i) a mortgagee of any property of a party takes possession of that property;

Land

means the land owned or lawfully occupied by the Customer described in Item 1 of the Customer Schedule;

Law

means:

- (a) Commonwealth and State legislation including regulations, by laws or other subordinate legislation;
- (b) common law and equity;

	(c)	requirements of Authorities and Approvals; and
	(d)	guidelines, policies and codes of the Commonwealth, State and local governments and Authorities with which a party is legally required to comply;
Local Government Regulation		mean the <i>Local Government Regulation 2012</i> (Qld);
Meter		has the meaning given in clause 11.1;
Monitoring Requirements		means the monitoring requirements set out in Item 2B of the Specification;
Occurrence		means either a single event or occurrence, or a series of events or occurrences if these are linked or occur in connection with one another from one root cause, as the case may be;
On-site Controls		means any controls specified in Item 4 of the Specification.
Permitted Use		means the permitted use or uses of Recycled Water supplied under this Agreement, as specified in Item 3 of the Specification;
Personnel		means the officers, employees, agents and Agreement or of a party;
Properties		has the meaning given in clause 8.4(a)(i)A;
Rate Notice		has the meaning given in section 104(2) of the Local Government Regulation;
Related Entity		means:
	(a)	a participating local government of City of Gold Coast, as defined in the DR Act;
	(b)	any present or future corporation, institute, body or other entity controlled by, controlling or under common control with City of Gold Coast; or
	(c)	which City of Gold Coast is consolidated or amalgamated with or corporatized or merged into or to which all or substantially all of its assets or functions are transferred;
Recycled Water		means the class of recycled water specified in Item 2A of the Specification;
Specification		means the specifications stated or referenced in Annexure 1 to the Customer Schedule;
Supply Date		means the date on which supply of Recycled Water will commence;
Supply Infrastructure		means all infrastructure, plant and equipment, including the Supply Point and Meter, that is owned or operated by City of Gold Coast for the production, supply and distribution of Recycled Water under this Agreement;
Supply Infrastructure and Connection Point Schedule		means Annexure 3 to the Customer Schedule;
Connection Point		means the point of connection between the Supply Infrastructure and the Customer Infrastructure at which Recycled Water is delivered to the Customer under this Agreement;
Standard Terms and		means these Standard Terms and Conditions that, together with

Conditions	the Customer Schedule, constitute the Agreement;
Term	has the meaning given in clause 4.1;
Transfer	means an assignment of a party's rights or a novation of a party's rights and obligations under this Agreement;
Water Act	means the <i>Water Act 2000</i> (Qld); and
Water Supply Act	means the <i>Water Supply (Safety and Reliability) Act 2008</i> (Qld).

3.2 Definitions

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) a reference to any party includes that party's executors, administrators, successors, substitutes and assigns, including any person taking by the way of novation;
- (c) a reference to this Agreement or to any Agreement, agreement, agreement or document includes, respectively to this Agreement or that other Agreement, agreement or document as amended, novated, supplemented, varied or replaced from time to time;
- (d) words importing the singular include plural (and vice versa), words denoting the given gender include all other genders, and words denoting individuals include corporations (and vice versa);
- (e) a reference to a clause is a reference to a clause of this Agreement;
- (f) references to currency are references to Australian currency unless otherwise specifically provided;
- (g) reference to any legislation or to any section or provision thereof includes any statutory modification or re-enactment or any statutory provision substituted for it, and ordinances, by-laws, regulations and other statutory instruments issued thereunder; and
- (h) "includes" in any grammatical form is not a word of limitation.

3.3 CWW Code

Nothing in this Agreement is intended to derogate from any rights and obligations that City of Gold Coast and the Customer may have under the CWW Code (to the extent that it applies to the supply of recycled water to the Customer), and where there is any inconsistency between this Agreement and the CWW Code, the CWW Code will prevail to the extent necessary to avoid the inconsistency.

4. Term

4.1 Initial term

The term of this Agreement commences on the Effective Date and unless earlier terminated, expires on the Expiry Date ("Term").

4.2 Renewal option

- (a) The Customer may, by giving written notice not less than three (3) months prior to the Expiry Date, request an extension of this Agreement and City of Gold Coast may, if it is satisfied (in its sole discretion) with the Customer's compliance with the Customer's obligations under this Agreement, extend this Agreement for the period stated in Item 2 of the Customer Schedule.

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- (b) Any extended Agreement will be on the same terms and conditions as this Agreement, except in respect of the Charges.
 - (c) The Term may not be extended more than once.
 - (d) City of Gold Coast will not be liable, and the Customer will have no Claim against City of Gold Coast, for any loss or damage (including Consequential Loss) arising from or in connection with a failure to extend this Agreement under this clause or at all.
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5. Agreement to supply and take

5.1 Fundamental obligations

On and from the Supply Date:

- (a) City of Gold Coast must use reasonable endeavours to supply Recycled Water to the Supply Point; and
- (b) the Customer must take Recycled Water at the Supply Point and pay City of Gold Coast all Charges relating to the supply of Recycled Water,

in accordance with this Agreement.

5.2 No exclusivity or right

This Agreement does not:

- (a) confer upon the Customer an exclusive right to receive a supply of Recycled Water and City of Gold Coast is free to enter into Agreements for the supply of Recycled Water to other persons; or
- (b) create a water entitlement or any other right or interest under any Law, or any right or interest which attaches to the Land.

5.3 Leasehold land

- (a) The Customer warrants that it is the owner or lawful occupier of the Land.
- (b) If the Customer is not the owner of the Land, the Customer:
 - (i) warrants that it has obtained the consent of the owner of the Land for the supply of Recycled Water to the Land under this Agreement, including for the exercise by the City of Gold Coast of any rights in relation to the Land under this Agreement; and
 - (ii) without limiting any other provisions of this Agreement, indemnifies the City of Gold Coast from and against any loss, damage, cost, demands, claims or liabilities of any kind whatsoever arising from or in connection with:
 - A. a breach by the Customer of clause 5.3(b)(i); or
 - B. any failure by the owner of the Land to pay any Charges for the supply of Recycled Water to the Land.

5.4 No resale

The Customer must not resell, donate, assign, supply or provide any Recycled Water to any other person or otherwise release or dispose of any Recycled Water, before or after use by the Customer.

5.5 Ownership and risk

- (a) All ownership and risk associated with the Recycled Water passes from City of Gold Coast to the Customer upon delivery at the Supply Point regardless of whether the Customer has complied, or failed to comply, with any part of this Agreement.
- (b) The Customer agrees that City of Gold Coast is not liable for loss or damage arising from or in connection with any changes in or any deterioration of the quality of Recycled Water beyond the Supply Point.

6. Supply requirements

6.1 Supply volumes

City of Gold Coast through its best endeavours aim to supply flow rate and volume pressure specified in Item 1 of the Specification.

6.2 Metered volumes

City of Gold Coast will meter all volumes of Recycled Water delivered to the Customer.

6.3 Customer use

The Customer must:

- (a) not take more than the flow and volume in Item 1 of the Specification without City of Gold Coast's prior written consent; and
- (b) provide a written request to City of Gold Coast at least seven (7) days prior to the requirement to use more than the flow and volume in Item 1 of the Specification.

7. Specification

7.1 City of Gold Coast's obligations

Subject to this Agreement, City of Gold Coast must supply Recycled Water to the Supply Point in accordance with the Specification.

7.2 Change of Law

The Customer acknowledges and agrees that changes of Law may prevent, limit or prohibit the Permitted Use, and City of Gold Coast will not be liable for any loss or damage whatsoever arising from or in connection with such changes of Law.

7.3 Cooperation

If a party becomes aware of any non-compliance or potential non-compliance of Recycled Water with the Specification, that party must promptly give the other party a written notice of the non-compliance. Without derogating from any rights of a party under a Law or this Agreement, each party will:

- (a) provide the other party such reasonable assistance as is required to resolve the non-compliance or potential non-compliance; and

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- (b) take all reasonable steps to mitigate any adverse effects of the non-compliance or potential non-compliance.
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8. Permitted use

8.1 Permitted use

- (a) The Customer must use Recycled Water:
- (i) only for the Permitted Use;
 - (ii) in accordance with any On-site Controls; and
 - (iii) in accordance with all applicable Laws and Plans.
- (b) Without limiting the Customer's obligations under clause 8.1(a), the Customer:
- (i) acknowledges:
 - A. it has been made and is aware of and will comply with its general environmental duty under the EP Act and, specifically, that the EP Act imposes:
 - 1) an obligation on the Customer not to carry out an activity that is likely to cause environmental harm unless reasonable and practicable measures are taken to prevent or minimise harm; and
 - 2) a duty on the Customer to notify the Administering Authority of any serious or material environmental harm that is not authorised as provided for under the EP Act; and
 - B. that it has been made and is aware of the environmental sustainability issues pertaining to disposal of Recycled Water and the protection of environmental values of Recycled Water and the protection of environmental values of waters developed or referred to by the Administering Authority; and
 - (ii) must only use Recycled Water for its permitted fit for purpose use and must not use Recycled Water for drinking consumption.

8.2 Monitoring

- (a) City of Gold Coast will undertake routine water quality monitoring and provide the information to the Customer. The water quality monitoring is specified in Item 2 of the Specification.
- (b) There is no requirement for the Customer to undertake any water quality monitoring, however the Customer can undertake any monitoring downstream of the Customer connection point to confirm the water quality parameters and their suitability for the Customer's use.

8.3 Investigations

- (a) The Customer warrants that it has made all necessary enquiries, tests and investigations relating to the use and fitness of Recycled Water for and in respect of the Permitted Use identified in the Specification, and that it will continue to make all such enquiries, tests and investigations during the Term.

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- (b) The Customer acknowledges and agrees that:
- (i) City of Gold Coast has not made and makes no representations; and
 - (ii) the Customer has a continuing obligation to conduct its own investigations, enquiries and inspections, and where necessary, secure its own reports and independent advice,

in respect of the fitness of Recycled Water for the Permitted Use or for any other use.

8.4 Contaminants

- (a) Without limiting clause 8.1, the Customer
- (i) acknowledges and agrees that:
 - A. Recycled Water is manufactured from sewage which may contain trade waste (as defined in the Water Supply Act) and other contaminants (together, "Contaminants") and/or have chemical, physical and/or biological properties and characteristics, including (without limitation) high conductivity ("Properties"), which are not reduced or removed by the manufacturing process and may be present in Recycled Water supplied under this Agreement;
 - B. Contaminants and Properties in Recycled Water supplied under this Agreement may adversely affect the Permitted Use and/or cause or contribute to loss or damage to the Customer's property or business; and
 - C. the Customer is solely responsible for undertaking any additional treatment of Recycled Water to remove or mitigate any Contaminants and Properties which affect or may affect the Permitted Use; and
 - (ii) further acknowledges and agrees that:
 - A. any information on Contaminants and Properties ("**Information**") which is provided by City of Gold Coast is provided for the Customer's convenience only and City of Gold Coast:
 - 1) gives no warranty concerning; and
 - 2) has not verified, and has no obligation to verify, the accuracy, sufficiency or completeness of the Information; and
 - B. the Customer must rely solely upon its own assessment, skill, expertise and enquiries in relation to the Information or any data, representation, statement or document made by or provided to the Customer by City of Gold Coast or anyone on behalf of City of Gold Coast;
 - C. City of Gold Coast does not guarantee or warrant that Contaminants and Properties will not adversely affect the Permitted Use and/or cause or contribute to loss or damage to the Customer's property or business and except in relation to any liability which cannot be excluded under a Law, excludes all liability whatsoever to the Customer in relation to Contaminants and Properties.

8.5 Approvals

The Customer warrants that it has obtained, and will comply with and maintain all Approvals in respect of the construction, maintenance and operation of the Customer Infrastructure and the conveyance and use of Recycled Water on the Land.

8.6 Exclusions

Subject to any non-excludable statutory rights that the Customer may have, all guarantees or warranties (including in respect of fitness for purpose) implied under statute or by law, with the exception of any such guarantees or warranties in respect of title to Recycled Water, are expressly excluded from and under this Agreement.

8.7 Directions

The Customer must, at its sole cost, comply with any reasonable direction of City of Gold Coast with respect to the supply and taking of Recycled Water.

9. Financial arrangements

9.1 Charges

- (a) The Customer must pay the Charges outlined in the Customer Schedule to City of Gold Coast within the time and in the manner specified in the Rate Notice.
- (b) The City of Gold Coast may issue a Rate Notice to the Customer quarterly in arrears for Recycled Water supplied to the Customer from the Supply Point.

10. Payment

10.1 Customer's obligations

The Customer must pay all Charges in respect of Recycled Water supplied and taken under this Agreement.

10.2 Statutory charge

- (a) The Customer acknowledges and agrees that:
 - (i) City of Gold Coast may register a statutory charge under the Local Government Regulation in respect of any Overdue Charges; and
 - (ii) if City of Gold Coast registers a statutory charge, the Customer will be liable to pay all costs relating to the registration and/or removal of the statutory charge.
- (b) Any costs incurred by City of Gold Coast in relation to the registration and/or removal of a statutory charge will be a debt due and payable on demand.
- (c) For the purposes of this clause 10.2, "Overdue Charge" has the meaning given in to overdue rates in the Local Government Regulation.

10.3 Supply restriction or suspension

- (a) The Customer agrees that City of Gold Coast may, without any liability to the Customer, restrict or suspend the supply of Recycled Water if:

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- (i) the Customer fails to:
 - A. pay a Charge or give a security in accordance with this Agreement; or
 - B. comply with a written notice given by City of Gold Coast under clause 21.1 to remedy a breach of this Agreement, the relevant failure within ten (10) Business Days of the date of the notice; or
 - (ii) this Agreement is not extended by City of Gold Coast upon request by the Customer in accordance with clause 4.2.
- (b) City of Gold Coast's right to restrict or suspend supply under clause 10.3(a)(i)B is additional to and does not limit the exercise of City of Gold Coast's right to terminate this Agreement pursuant to clause 21.1.
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11. Servicing strategy

11.1 Consent to install and Supply Infrastructure

The Customer agrees that City of Gold Coast may, at its cost, access and install on the Land such Supply Infrastructure as is required for the supply of Recycled Water, including a meter for the Customer's Recycled Water service ("**Meter**"), as is set out or described in the Supply Infrastructure and Connection Point Schedule.

11.2 Access to Supply Infrastructure

- (a) The Customer must provide City of Gold Coast with access to any part of the Supply Infrastructure, including the Meter, located on the Land at all times during the Term for any purposes related to the supply of Recycled Water under this Agreement.
- (b) The Customer acknowledges and agrees that nothing in this Agreement is intended to derogate from City of Gold Coast rights and powers under any Law in respect to accessing any part of the Supply Infrastructure, including the Meter, located on the Land.
- (c) City of Gold Coast will comply with, and ensure its Personnel comply with, all reasonable requests of the Customer during access to the Land, including in relation to workplace health and safety.

11.3 Meter accuracy

The parties agree that the DR Act applies to any requests by the Customer for City of Gold Coast to test the accuracy of the Meter and any adjustments to the Customer's account because the Meter is registering incorrectly.

11.4 Malfunctions

- (a) Each party must promptly notify the other party upon becoming aware of any actual or apparent malfunction of the Meter.
- (b) In the case of a verified Meter malfunction, the amount of Recycled Water supplied during the relevant period will be calculated on the average volume supplied to the Customer across the previous four (4) billing periods, unless there is evidence that City of Gold Coast reasonably considers shows that the Customer has taken a greater or lesser volume, in which case the greater or lesser volume will be the deemed quantity supplied to the Customer.

11.5 Removal of City of Gold Coast property

On the termination or expiry of this Agreement, City of Gold Coast may, at its option, remove all of its property including Supply Infrastructure from the Land and may carry out such works as might be required to make good the Land.

12. Customer's property

12.1 Customer infrastructure

- (a) The Customer is solely responsible for constructing, operating and maintaining all Customer Infrastructure required for the taking, use and storage of Recycled Water.
- (b) Where Customer Infrastructure is situated on land owned or controlled by the City of Gold Coast (**City of Gold Coast Land**), the Customer must comply with:
 - (i) all applicable Law, including in relation to plumbing and electrical work; and
 - (ii) such technical standards as specified by City of Gold Coast, including to ensure the compatibility of the Customer Infrastructure with the Supply Infrastructure.

12.2 Connection to Supply Infrastructure

- (a) The Customer must not make any modifications to:
 - (i) the Supply Infrastructure; or
 - (ii) the Customer Infrastructure, where such infrastructure is specified in the Supply Infrastructure and Connection Point Schedule or is required for any Onsite Controls, without prior written consent of City of Gold Coast; or
 - (iii) any other infrastructure or equipment of the Recycled Water supply system, which may affect the supply of Recycled Water by City of Gold Coast to the Customer, without prior written consent of City of Gold Coast.
- (b) The Customer must provide written notice to City of Gold Coast immediately upon becoming aware of any, changes, malfunctions or defects in the Customer Infrastructure which affect or may affect the Customer's ability to comply with its obligations under this Agreement.

12.3 Removal of Customer Infrastructure

On the termination or expiry of this Agreement, the Customer must, unless otherwise agreed by City of Gold Coast in writing, remove all Customer Infrastructure from the City of Gold Coast Land and must carry out all such works as are required to make good the City of Gold Coast Land.

13. Access and audits

13.1 Generally

- (a) In relation to this Agreement, City of Gold Coast may, at its cost, conduct reasonable audits and inspections of the Land, Customer Infrastructure, documents, records, practices and data of the Customer, and carry out any necessary tests of the Recycled Water to ensure conformity with the Specification.

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- (b) The Customer acknowledges and agrees that any audit or inspection undertaken by City of Gold Coast under this clause 13 is for the purpose of reviewing and ensuring the Customer's compliance with this Agreement.
 - (c) City of Gold Coast will:
 - (i) not undertake more than two (2) audits or inspections in any twelve (12) month period, not including re-inspections for validating rectification works required from an audit;
 - (ii) undertake audit or inspections between 8am and 5pm on Business Days only; and
 - (iii) provide the Customer with not less than five (5) Business Days' notice of any such audit or inspection and consult with the Customer regarding procedure for any such audit or inspection.
 - (d) During the Term, the Customer must provide all reasonable assistance required by City of Gold Coast, including sufficient access to the Land and the Customer Infrastructure, to allow City of Gold Coast to exercise its audit and inspection rights under this clause 13. The Customer will comply with all reasonable directions of City of Gold Coast in relation to an audit or inspection.
 - (e) City of Gold Coast may, if requested by the Customer, provide the Customer with a report of its findings from the relevant audit or inspection as those findings relate to the Customer's compliance with this Agreement.

13.2 Other audit rights

Nothing in this Agreement fetters or derogates from any powers or rights in relation to audit and inspection activities that City of Gold Coast has under any special terms, separate agreements and/or any Law that apply to Recycled Water and/or its supply.

14. Interruption of supply

14.1 Permitted interruptions

Subject to this Agreement, City of Gold coast may, as its sole discretion, reduce, suspend or cease the supply of Recycled Water under this Agreement:

- (a) if Recycled Water fails to meet the Specification;
- (b) if the Supply Infrastructure or part thereof or any third party infrastructure on which City of Gold Coast relies is altered or decommissioned;
- (c) to accommodate the performance of planned or scheduled maintenance to the Supply Infrastructure or any third party infrastructure on which City of Gold Coast relies in respect of the performance of its obligations under this Agreement;
- (d) to accommodate the performance of unplanned or unscheduled maintenance to the Supply Infrastructure or any third party infrastructure on which City of Gold Coast relies in respect of the performance of its obligations under this Agreement;
- (e) if, in City of Gold Coast's reasonable opinion, or the City of Gold Coast has received notification under clause 12.2, the Customer Infrastructure is not functioning correctly or is defective;
- (f) to connect a new customer to the Supply Infrastructure;

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- (g) to prevent or minimise actual or imminent damage or harm to individuals or the property of any person;
 - (h) to comply with any Law, Declared Emergency or direction of any administering authority or regulating body;
 - (i) where such reduction, interruption or cessation results from any non-performance or failure to perform that is permitted or excused under a Law;
 - (j) if City of Gold Coast is:
 - (i) prevented by an event beyond its control from operating Supply Infrastructure or any part thereof, or operating at full capacity; or
 - (ii) unable to supply Recycled Water in sufficient volumes to permit its effective use by the Customer or enable City of Gold Coast to discharge its obligations under this Agreement,provided that the subject event or inability is not caused by City of Gold Coast's negligence;
 - (k) if a party receives a mandatory notice, order or direction, that prevents or limits the supply or use by the party;
 - (l) if any Approval required to be held by a party to enable the party to lawfully operate infrastructure or related facilities or supply or use Recycled Water, as the case may be, is withdrawn, through no fault of the party that held the relevant planning permit, licence, exemption, permission or consent; or
 - (m) if City of Gold Coast is otherwise entitled to reduce, suspend or cease the supply of Recycled Water under this Agreement pursuant to another provision or part of this Agreement.

14.2 Notices

- (a) If a party becomes aware of any event or occurrence which causes or may cause a party to breach the Specification or any Law, including any environmental Law, applicable to this Agreement, that party must promptly notify the other party stating the nature of the event or occurrence.
- (b) City of Gold Coast will give the Customer at least 48 hours' notice of any planned reduction in, or suspension or discontinuance of, the supply of Recycled Water that may exceed five (5) Business Days. In all other cases, City of Gold Coast may, at its sole discretion, give notice of any reduction, suspension or discontinuance within a reasonable time after the event or occurrence to which the reduction, suspension or discontinuance relates.

14.3 Declared Emergency

The obligations under this Agreement will be suspended to the extent that they are inconsistent with a Declared Emergency which is applicable to a party or which affects the performance by a party of its obligations under this Agreement, but only to the extent of the inconsistency and only for the duration of the Declared Emergency.

14.4 Liabilities in relation to Events

- (a) Where City of Gold Coast exercises a right under clause 14.1 because of an Event, City of Gold Coast will not be liable for any loss or damage of the Customer arising from or in connection with the exercise of the subject right and the Event, unless the Event is caused by City of Gold Coast's negligence.

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- (b) The Customer is not liable to pay any Charges otherwise payable under this Agreement during any period where City of Gold Coast exercises a right under clause 14.1, provided that:
 - (i) the Customer is not in breach of this Agreement at the time City of Gold Coast exercises the subject right; and/or
 - (ii) clause 20 is not applicable.
 - (c) For the purposes of this Agreement, “**Event**” means:
 - (i) any emergency, including a Declared Emergency; or
 - (ii) an event or occurrence referred to in any clauses in this Agreement.

14.5 Pro rata supply

In circumstances where, for any reason, there is a reduction, suspension or discontinuance of supply of Recycled Water as provided for under this Agreement, City of Gold Coast will use reasonable endeavours to ensure that the reduction, suspension or discontinuance of supply is shared by all customers supplied with Recycled Water by City of Gold Coast on a pro rata basis.

15. Confidential information

Each party must treat and keep Confidential Information confidential and must ensure that any person who receives the Confidential Information by the party's authority does not:

- (a) disclose any of the Confidential Information in any form to any other person; or
- (b) use any of the Confidential Information except to:
 - (i) acquire or check information in connection with this Agreement and the transactions completed by it; or
 - (ii) perform any of its obligations under this Agreement or in relation to any of the transactions contemplated by it,

unless:

- (c) the party that provides the Confidential Information has first agreed in writing; or
- (d) the Confidential Information is disclosed to a professional adviser, banker or financial adviser of a party or to a person whose consent or approval is required under this Agreement or for a transaction contemplated by it, and the person to whom disclosure is made undertakes to the party who provides the Confidential Information:
 - (i) not to disclose any of the Confidential Information in any form to any other person; and
 - (ii) only to use the Confidential Information for the purposes of advising the party or financing the party or considering whether to give that consent (as the case may be);
- (e) the law requires the disclosure or use; or
- (f) as may be necessary to comply with a party's public accountability and statutory requirements.

The confidentiality obligations imposed under this clause 15 survive expiration or earlier termination of this Agreement.

16. Insurance

16.1 Insurance policies

The Customer must, prior to the Supply Date, effect and maintain at the Customer's sole cost and expense the following insurances until the expiry of the Term:

- (a) public and products liability insurance for liability at Law for damage or loss in respect of any property and for injury, disease, illness (including mental illness) or death to any person which may arise in any way connected with this Agreement. The insurance must:
 - (i) be for a sum not less than the amount specified in Item 4 of the Customer Schedule in respect of any one occurrence; and
 - (ii) cover the Customer for its liabilities assumed under this Agreement;
- (b) workers' compensation insurance required by Law; and
- (c) any other insurance specified in Item 4 of the Customer Schedule or any other insurance reasonably required by City of Gold Coast in connection with this Agreement.

16.2 Evidence of insurance

Prior to the Supply Date and within five (5) Business Days of a request, the Customer must provide evidence satisfactory to City of Gold Coast that the insurances required under this Agreement have been effected, are current and that all premiums have been paid.

17. Limitation of liability and indemnity

17.1 Consequential loss

Despite any other provision of this Agreement, neither party will be liable to the other party for Consequential Loss in any circumstances howsoever arising, including (without limitation) from breach of Agreement, tort (including negligence), product liability, under legislation (except to the extent that that legislation disallows any exclusion of liability), under a warranty or an indemnity or otherwise at law or in equity, and any such liability is hereby excluded.

17.2 Indemnity

- (a) The Customer must indemnify City of Gold Coast against:
 - (i) any:
 - A. loss or damage to the Supply Infrastructure; or
 - B. claims by any person in respect of personal injury or death or loss of, or damage to, any other property,
- arising from or in connection with any act or omission of the Customer or its Personnel; and

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- (ii) any liability to which City of Gold Coast is or may be exposed or which may arise out of:
 - A. the enforcement of any Law as a result of any breach by the Customer or its Personnel of that Law; or
 - B. a breach by the Customer or its Personnel of this Agreement.
 - (b) The Customer's liability under an indemnity in this clause 17.2 will be reduced proportionally to the extent that any negligence of City of Gold Coast or its Personnel contributed to an injury, death, loss, damage or liability.

18. Servicing strategy

18.1 By Customer

Subject to City of Gold Coast's written consent, which may be conditional, the Customer may assign its rights or novate its rights and obligations under this Agreement to another party.

18.2 By City of Gold Coast

- (a) The Customer agrees that City of Gold Coast may, at its sole discretion, assign its rights or novate its rights and obligations under this Agreement, as the case may be, to a Related Entity at any time during the Term.
- (b) The Customer agrees to do all that is necessary to effect an assignment or novation of this Agreement to the Related Entity, including executing a deed of assignment or novation, if requested to do so by City of Gold Coast.

19. Disputes

19.1 Notice of dispute

If any dispute, disagreement or difference arises between the parties out of or in connection with this Agreement ("**Dispute**"), either party may give written notice to the other party stating the nature of the Dispute in reasonable detail ("**Dispute Notice**").

19.2 Negotiation

Within five (5) Business Days of a Dispute Notice being given, senior representatives from each party must meet to resolve the Dispute through negotiations undertaken in good faith.

19.3 Dispute resolution

- (a) If a Dispute is not resolved through negotiation under clause 19.2 within ten (10) Business Days (or such other period as agreed in writing by the parties), the Dispute must be referred to an independent expert appointed by City of Gold Coast.
- (b) The parties agree that in respect of clause 19.3(a):
 - (i) the expert will act as an expert and not as an arbitrator;
 - (ii) unless otherwise agreed in writing, a the expert's decision will be final and binding on the parties; and

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- (iii) the expert must give a written statement to both parties of the reasons for the expert's decision.

19.4 Further dispute resolution

A party must not commence any further dispute resolution process relating to a Dispute until the party wishing to commence that process has complied with this clause.

19.5 Continued performance

Each party must continue to perform this Agreement despite the Dispute.

19.6 Interlocutory or urgent relief

Nothing in this clause will prejudice the right of a party to seek interlocutory or urgent injunctive or declaratory relief in respect of a Dispute or any matter arising under this Agreement.

20. Force Majeure

- (a) If a Force Majeure Event occurs, the party affected by the Force Majeure Event must immediately give the other party a written notice containing the:
 - (i) full particulars of the Force Majeure Event including its nature and likely duration;
 - (ii) obligations of the party the performance of which are prevented or delayed; and
 - (iii) nature and extent of the effects of the Force Majeure Event on those obligations.
- (b) The obligations (other than any obligations to pay money under this Agreement) of the party affected by the Force Majeure Event are suspended, to the extent that they are affected by the Force Majeure Event, from the date the affected party gives the written notice under clause 20(a) until cessation of the Force Majeure Event.
- (c) On the cessation of the Force Majeure Event which is the subject of a written notice given under clause 20(a), the party affected by the Force Majeure Event must:
 - (i) immediately give written notice to the other party of the cessation of the Force Majeure Event; and
 - (ii) resume performance of the obligations suspended as a result of the Force Majeure Event.
- (d) The party affected by a Force Majeure Event must:
 - (i) use its best endeavours to remove the effect of that Force Majeure Event affecting its obligations under this Agreement; and
 - (ii) report to the other party in writing (on a daily basis unless the other party requests a longer period between reports) of the steps taken by it to remove the effect of that Force Majeure Event.

21. Termination

21.1 Breach not remedied

A party may terminate this Agreement by written notice to the other party if the other party breaches this Agreement and fails to remedy the breach within ten (10) Business Days after receiving written notice to remedy from the first party.

21.2 Immediate termination

City of Gold Coast may terminate this Agreement immediately by way of written notice:

- (a) if the Customer;
 - (i) infringes any Law in connection with the use of Recycled Water; or
 - (ii) uses or permits the use of Recycled Water for purposes other than the Permitted Use, or on land or premises other than the Land, without the prior written consent of City of Gold Coast; or
- (b) if an Insolvency Event occurs in relation to the Customer; or
- (c) if City of Gold Coast is otherwise entitled to terminate this Agreement immediately pursuant to another provision or part of this Agreement.

21.3 Force Majeure Event

If a Force Majeure Event continues for longer than three (3) months, City of Gold Coast may, by notice in writing, terminate this Agreement.

21.4 General right of termination

Either party may at any time terminate this Agreement by giving not less than six (6) months' notice in writing to the other party.

21.5 Remedies cumulative

Termination by a party under this Agreement will not prejudice any other rights and remedies of that party which arose prior to the termination or release the Customer from the Customer's obligation to pay any sum due to City of Gold Coast at the date of termination, and any such sum shall be a debt due and payable on demand to City of Gold Coast.

22. Cost and duties

Each party will bear its own costs in relation to the negotiations, preparation and execution of this Agreement.

23. Notices

Any notice or other communication which must be given, served or made under or in connection with this Agreement:

- (a) must be in writing in order to be valid;

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- (b) is sufficient if executed by the party giving, serving or making the notice or on its behalf by any attorney, authorised officer or solicitor of such party;
 - (c) will be deemed to have been duly served, given or made in relation to a party if it is delivered, posted by prepaid post, sent by facsimile, or sent by electronic mail, to the receiving party's representative and address, facsimile number or electronic mail address for service of notices listed in Item 5 of the Customer Schedule (or to such other representative and/or address or number as is notified in writing by the receiving party to the other party from time to time); and
 - (d) is deemed to be duly given or made in the case of:
 - (i) delivery in person, when delivered;
 - (ii) delivery by post, the third day after posting;
 - (iii) delivery by facsimile, upon receipt of the answer back code; or
 - (iv) delivered by electronic mail, upon delivery to a party's electronic mail system,

but if delivery is not made before 4.00pm on any Business Day, it shall be deemed to be received at 9.00am on the next Business Day in that place.

24. General

24.1 Governing Law

This Agreement is governed by and is to be constructed according to the Laws in Queensland.

24.2 Jurisdiction

- (a) Each of the parties irrevocably submits to and accepts generally and unconditionally, the non-exclusive jurisdiction of the courts and appellate courts of Queensland with respect to any legal action or proceedings which may be brought at any time relating in any way to this Agreement.
- (b) Each of the parties irrevocably waives any objection it may now or in the future have to the venue of any action or proceedings, and any claim it may now or in the future have that the action or proceedings has been brought in an inconvenient forum.

24.3 No fetter

Nothing in this Agreement shall be construed as limiting or fettering in any way the exercise (or failure to exercise) by City of Gold Coast (or any of its delegates) of any of its statutory functions, powers, duties or discretions under or pursuant to any Laws (whether in relation to this Agreement or otherwise).

24.4 No derogation

Nothing in this Agreement derogates from or limits any defence available to City of Gold Coast, including any statutory defence, relating to or in respect of the subject matters of this Agreement.

24.5 Severability

Any provision of this Agreement which is illegal, void or unenforceable is only ineffective to the extent of that illegality, voidness or unenforceability, without invalidating the remaining provisions.

24.6 Amendments

This Agreement may not be modified, amended or otherwise varied except by an Agreement in writing signed by or on behalf of the parties.

24.7 Waiver

No waiver or indulgence by any party to this Agreement is binding on the parties unless it is in writing. No waiver of one breach of any term or condition of this Agreement will operate as a waiver of another breach of the same or any other term or condition of this Agreement.

24.8 Indemnities

- (a) Any indemnities contained in this Agreement are:
 - (i) continuing, separate and independent obligations of the parties from their other obligations and survive the termination of this Agreement; and
 - (ii) absolute, unconditional and unaffected by anything which otherwise might have the effect of prejudicing, releasing, discharging or affecting the liability of the party giving the indemnity.
- (b) It is not necessary for a party to incur expense or make a payment before enforcing an indemnity provided to that party in this Agreement.

24.9 Further acts

The parties will promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by any other party to carry out and affect the intent and purpose of this Agreement.

24.10 Approvals

Subject to any law to the contrary, where the doing or execution of any act, matter or thing is dependent on the consent or approval of a party, that consent or approval may be given or withheld in the absolute discretion of that party, unless this Agreement expressly provides otherwise.

24.11 Previous Agreements

This Agreement supersedes all previous agreements with respect to its subject matter.

24.12 Customer details

The Customer must promptly advise City of Gold Coast of any changes in contact details or ownership.

For more information

P 1300 GOLDCOAST (1300 465 326)

W cityofgoldcoast.com.au

CITY OF
GOLDCOAST.