



Sanctuary Cove resort Act 1985
Section 27
Buildings Units and Group Titles Act 1980
Building Units and Group Titles Regulations 1998

NOTICE OF EXTRAORDINARY GENERAL MEETING OF THE SANCTUARY COVE PRIMARY THOROUGHFARE BODY CORPORATE

**Notice of business to be dealt with at the
EXTRAORDINARY GENERAL MEETING of the Sanctuary
Cove Primary Thoroughfare Body Corporate GTP 201, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services,
Sanctuary Cove, QLD 4212, on
Thursday 26th October 2023 10:00AM**

A proxy form and a voting paper have been included in order to give you the opportunity to be represented at the meeting. Please read the attached General Instructions, to ensure that all documents are completed correctly as failure to do so may jeopardise your entitlement to vote.

INDEX OF DOCUMENTS

- 1. NOTICE AND AGENDA OF MEETING**
- 2. INSTRUCTIONS FOR VOTING**
- 3. PROXY FORM**
- 4. VOTING [MOTIONS FROM AGENDA]**

The following agenda sets out the substance of the motions to be considered at the meeting. The full text of each motion is set out in the accompanying Voting Paper. An explanatory note by the owner proposing a motion may accompany the agenda.

If you are not attending the meeting in person, please take the time to complete and return the voting paper to the reply address below or submit a valid proxy to the PTBC Secretary prior to the meeting.

Sanctuary Cove Body Corporate Services Pty Ltd, for the Secretary

Reply To PO Box 15, SANCTUARY COVE QLD, 4212

Sanctuary Cove Resort Act 1985

Section 27

Building Units and Group Titles Act 1980

Building Units and Group Titles Regulations 1998

**NOTICE OF THE EXTRAORDINARY GENERAL MEETING OF
Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201**

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Cove Primary Thoroughfare Body Corporate GTP 201, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services,
Sanctuary Cove, QLD 4212, on
Thursday 26th October 2023 10:00AM**

In order to avoid delaying commencement of the meeting, it would be appreciated if proxies and voting papers could be received by this office at least 24 hours prior to the meeting. However, proxies and voting papers will be accepted prior to the commencement of the meeting.

AGENDA

1. Attendance record including admittance of proxies and voting papers
2. Quorum
3. Financial Status
4. Recording of the Meeting
5. Motion
 1. Approval of PTBC EGM 31st August 2023
 2. Facilities – Road Sweeping Maintenance – Contract Extension
6. 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

7. Business Arising
 1. Asset Improvement Programme Update
8. General Business
9. Closure of Meeting
10. Next Meeting on Thursday 14th December 2023 @ 10:00am



MINUTES OF PTBC EXTRAORDINARY GENERAL 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
9:01am – 9:17am

Chairperson: Mr Stephen Anderson

ATTENDANCE

The following members were Present at the Meeting:

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 represented at the meeting by voting paper & 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 Mr Stephen Anderson

Present by Invitation:

Mr Dale St George, Secretary

Ms Jodie Cornish, Minute Taker

Apologies:

Mr Barry Teeling

A quorum was present.

Nil Conflict of Interest.

The Meeting was not recorded.

MOTIONS

1	Approval of Previous General Meeting Minutes – 29th June 2023 (Agenda Item 5.1)	CARRIED
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Proposed by: Statutory Motion

RESOLVED That the Minutes of the PTBC Extraordinary General Meeting held on 29 th 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 – Approval of Landscaping Maintenance Agreement Price Increase (Agenda Item 5.2)	CARRIED
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Proposed by: Chairperson

RESOLVED The PTBC agrees and approves the price increase in the Landscaping Maintenance Contract for Landscape Solutions, effective from November 1, 2023. The revised contract price will be adjusted from \$200,886.04 Inc. GST to \$212,939.10 Inc. GST in accordance with current inflationary pressures.

Yes	4
No	0
Abstain	0

NOTE:

DSG advised the contract was extended last year for 2 years, there was no price rise during this time. There has since been a 5.5% and 5.7% increase in salaries, they have requested an increase.

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

3	Approval of PTBC Administrative Fund Budget and Contributions Year Ending 31 October 2024 (Agenda Item 5.3)	CARRIED
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Proposed by: Statutory Motion

RESOLVED That in accordance with Section 77(1) (h) and Section 24(6) of the Sanctuary Cove Resort Act 1985, the Sanctuary Cove Principal Body Corporate instructs the PBC Members Nominee to the PTBC to vote in favour of the following:

Yes	4
No	0
Abstain	0

That the Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201 Administration Fund Budget for the year ending 31 October 2024 totalling \$1,321,750 (ex gst) be approved, with the Administration Fund contributions to be determined at a rate of \$311.00 (ex gst) per lot entitlement due and payable on notice issued by the Treasurer as follows:

\$/LE (ex gst)	Period Due	Due Date
\$77.75	01.11.23 - 31.01.24	30.11.23
\$77.75	01.02.24 - 30.04.24	28.02.24
\$77.75	01.05.24 - 31.07.24	31.05.24
\$77.75	01.08.24 - 31.10.24	31.08.24

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

4 Approval of PTBC Sinking Fund Budget and Contributions Year Ending 31 October 2024 (Agenda Item 5.4) CARRIED

Proposed by: Statutory Motion

RESOLVED That in accordance with Section 77(1) (h) and Section 24(6) of the Sanctuary Cove Resort Act 1985, the Sanctuary Cove Principal Body Corporate instructs the PBC Members Nominee to the PTBC to vote in favour of the following:

Yes	4
No	0
Abstain	0

That the Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201 Sinking Fund Budget for the year ending 31 October 2024 totalling \$951,150.00 (ex gst) be approved, with the Sinking Fund contributions to be determined at a rate of \$223.80 (ex gst) per lot entitlement due and payable on notice issued by the Treasurer as follows:

\$/LE (ex gst)	Period Due	Due Date
\$55.95	01.11.23 - 31.01.24	30.11.23
\$55.95	01.02.24 - 30.04.24	28.02.24
\$55.95	01.05.24 - 31.07.24	31.05.24
\$55.95	01.08.24 - 31.10.24	31.08.24

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

5 Body Corporate – That Stuart Shakespeare be appointed to represent the PBC on the PTBC EC (Agenda Item 5.5) CARRIED

Proposed by: PTBC Chairperson

RESOLVED That Stuart Shakespeare, be appointed to represent the PBC on the PTBC EC as an Ordinary Member for the remainder of the current term.	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:

- a. DSG advised into fourth year of animal management program, budget approx. \$141,000 for this year.
 - I. Ibis management is proceeding as well as the foxes.
 - II. Corella management will involve meeting with a few residents.

Business Arising:

- a. DSG advised:
 - I. Irrigation contract discussed in subcommittee.
 - II. Street sweeping increase.

Next meeting 26th October 2023 @ 10:00am

Meeting Closed at 9:17am

Chairman

GENERAL INSTRUCTIONS
EXTRAORDINARY GENERAL MEETING NOTICE
INTERPRETATIONS

Section 39 of the *Sanctuary Cove Resort Act 1985* sets out the following interpretations for

VOTING RIGHTS Any powers of voting conferred by or under this part may be exercised

- (a) in the case of a proprietor who is an infant-by the proprietor's guardian;
- (b) in the case of a proprietor who is for any reason unable to control the proprietor's property-by the person who for the time being is authorised by law to control that property;
- (c) in the case of a proprietor which is a body corporate-by the person nominated pursuant to section 38 by that body corporate.

Part 3, Section 22 of the *Sanctuary Cove Resort Act 1985*, sets out the following interpretation for:

SPECIAL RESOLUTION

'Special Resolution' means a resolution, which is:

- (a) passed at a duly convened general meeting of the principal body corporate by the members whose lots (whether initial lots, secondary lots, group title lots or building unit lots) have an aggregate lot entitlement of not less than 75% of the aggregate of all lot entitlements recorded in the principal body corporate roll.

Part 3, Division 2B, 47D of the *Sanctuary Cove Act 1985*, sets out the following for proxies for General meetings of the Principal Body Corporate.

APPOINTMENT OF PROXY

- (a) must be in approved form; and
- (b) must be in the English language; and
- (c) cannot be irrevocable; and
- (d) cannot be transferred by the holder of the proxy to a third person; and
- (e) lapses at the end of the principal body corporate's financial year or at the end of a shorter period stated in the proxy; and
- (f) may be given by any person who has the right to vote at a general meeting; and
- (g) subject to the limitations contained in this division, may be given to any individual; and
- (h) must appoint a named individual

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:

Information about Proxies

This page is for information only and not part of the prescribed form.

Lot Owners can appoint a trusted person as their representative at meetings, to vote in ballots or represent them on the committee. This person is your proxy.

To authorise a proxy, you must use the prescribed form and deliver it to the owners corporation secretary. If appointing a Power of Attorney as a proxy, you should attach a copy of the Power of Attorney.

Proxies automatically lapse 12 months after the form is delivered to the secretary, unless an earlier date is specified.

Proxies must act honestly and in good faith and exercise due care and diligence. Proxies cannot transfer the proxy to another person.

A Lot Owner can revoke the authorisation at any time and choose to vote on a certain issue or attend a meeting.

It is illegal for someone to coerce a Lot Owner into making another person their proxy.

Owners corporations must keep the copy of the Proxy authorisation for 12 months.

VOTING PAPER

Extraordinary General Meeting for Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201

Location of meeting: Meeting Room 1, Sanctuary Cove Body Corporate Services
Shop 1A, Masthead Way, Sanctuary Cove, QLD 4212

Date and time of meeting: Thursday 26th October 2023 – 10:00am

Instructions

If you want to vote using this voting paper, then **circle or tick** either **YES**, **NO** or **ABSTAIN** opposite each motion you wish to vote on. You may vote for as few or as many motions as you wish. It is not necessary to vote on all motions.

After signing the completed voting paper, forward it promptly to the Secretary at the address shown at the end of the agenda.

MOTIONS

1 Approval of Previous General Meeting Minutes – 31st August 2023 (Agenda Item 5.1)

Proposed by: Statutory Motion

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

Yes	
No	
Abstain	

2 Facilities – Road Sweeping Maintenance – Contract Extension (Agenda Item 5.2)

Proposed by: Statutory Motion

RESOLVED that the PTBC approves the extension of the current term of the Road Sweeping works contract held by Specialised Pavement Services for a period of one (1) year, noting all other terms and conditions of the contract are to remain unchanged.

Yes	
No	
Abstain	

FURTHER RESOLVED the PTBC approves the increase in the fixed price Contract Sum, effective from November 1, 2023, in accordance with current inflationary pressures. The revised contract price will be adjusted from \$ 21,660.21 inc. GST to \$25,927.27 inc. GST for the PTBC.

GTP: 201

Lot Number:

Unit Number:

I/We require that this voting paper, completed by me/us be recorded as my/our vote in respect of the motions set out above.

Name of voter: _____

Signature of vote: _____

Date: _____

MOTION INFORMATION



5.2

ROAD SWEEPING

MAINTENANCE WORKS CONTRACT – EXTENSION

DISTRIBUTION: PTBC	ATTACHMENTS: 1	DATE: August 2023
<p>MOTION</p> <p>RESOLVED That the PTBC approves the extension of the current term of the Road Sweeping works contract held by Specialised Pavement Services for a period of one (1) year, noting all other terms and conditions of the contract are to remain unchanged.</p> <p>FURTHER RESOLVED the PTBC approves the increase in the fixed price Contract Sum, effective from November 1, 2023, in accordance with current inflationary pressures. The revised contract price will be adjusted from \$ 21,660.21 Inc. GST to \$25,927.27 Inc. GST for the PTBC.</p>		

Objective

To extend the term of the current Waste and Recycling works agreement held by Specialised Pavement Services (SPS) for a period of one (1) year being, 01 November 2023, to 31 October 2024.

Background

It is management’s view that the overall performance, quality, and service currently being provided by SPS under the 3-year Road Sweeping maintenance works agreement is of a high standard and believes that awarding an extension to the existing contract is in the best interest of the residents of Sanctuary Cove.

As per Clause 6 of Document B of the Road Sweeping maintenance works contract “The principal may, in its sole discretion, extend the Term of this Contract for an additional period specified by the Principal, on mutually agreed terms”.

Pricing

In response to the initial letter of extension, the General Manager of SPS, submitted a proposal to discuss the opportunity of applying for a CPI related increase for the extension period. This request was driven by the substantial increase in operating costs amidst the current economic climate. SPS noted record increases in fuel and wages, and as a result they find it necessary to make adjustments to their rates to uphold the high standard of service they offer.

All prices are excluding GST

	Current	Increase	Budgeted 2023/2024	Variance to budget
PBC	\$59,073.30	\$70,710.74	\$65,804.00	-\$4,906.74
PTBC	\$19,691.10	\$23,570.25	\$21,296.00	-\$2,274.25

In order to ensure that the maintenance contract adequately reflects the current economic conditions and encompasses the growing expenses associated with service provision, it is recommended to approve the proposed increase for Specialised Pavement Services.

Attachments

1. SPS Contract Extension proposal

04.08.2023

Shanyn Fox
Body Corporate Sanctuary Cove
Facilities Service Manager
Shop 1A, Building 1, Masthead Way Sanctuary Cove QLD 4212



ABN 46 078 353 887
Unit G 6 Narabang Way
Belrose NSW 2085
Ph – 1300 438 777
Email –
info@getsps.com.au

RE: CONTRACT EXTENSION PRICE REVIEW – ROAD SWEEPING MAINTENANCE WORKS CONTRACT

As per our previous discussions SPS would like to accept the offer for the extension of contract for the supply of Road Sweeping services.

The existing contract has been in place for three (3) years under a fixed price arrangement. For the proposed 12 month extension SPS would request the opportunity to review our rates to cover the rapidly increasing costs of operating our business in the current climate. In the past 3 years SPS have seen record increases in fuel & wages which we have had to absorb.

SPS would propose adjusting our rates by the Consumer Price Index (CPI) all groups Brisbane for the period relating to contract inception (June 2020 quarter 113.6) to now (June 2023 quarter 136.0). This equates to a CPI adjustment to our existing rates of 19.7%. Please find below SPS's proposed adjusted rates;

Existing Rates

PBC \$64,980.63/annum INC GST
PTBC \$ 21,660.21/annum INC GST

Proposed Rates

PBC \$77,781.81/annum INC GST
PTBC \$25,927.27/annum INC GST

If you have any further questions please feel free to contact myself. We look forward to continuing our services for Sanctuary Cove Body Corporate.

Regards,

Jarryd King

Jarryd King
SPS – General Manager
0407 432 590
jking@getsps.com.au

**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

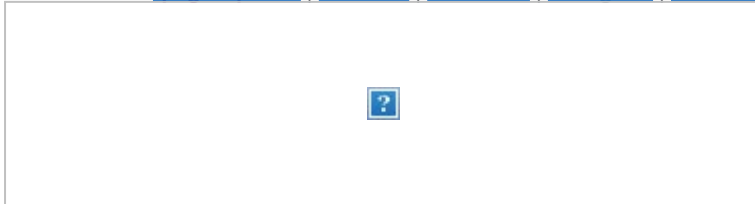
Thomas Hill

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 _____



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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

Dealing 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)

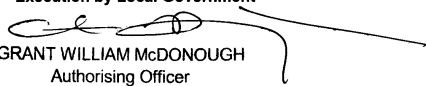
Dated this _____ day of _____

Signed Registered Valuer

#4. Schedule of Lot Entitlements


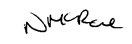
Lot No. (Insert lot)	Lot Entitlements (Insert entitle.)	Level (Insert)	Lot No. (Insert Lot)	Lot Entitlements (Insert Entitle.)	Level (Insert)
22	1		38	1	
23	1		39	1	
24	1		40	1	
25	1		41	1	
26	1				
27	1				
28	1				
29	1				
30	1				
31	1				
32	1				
33	1				
34	1				
35	1				
36	1				
37	1				
Aggregate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

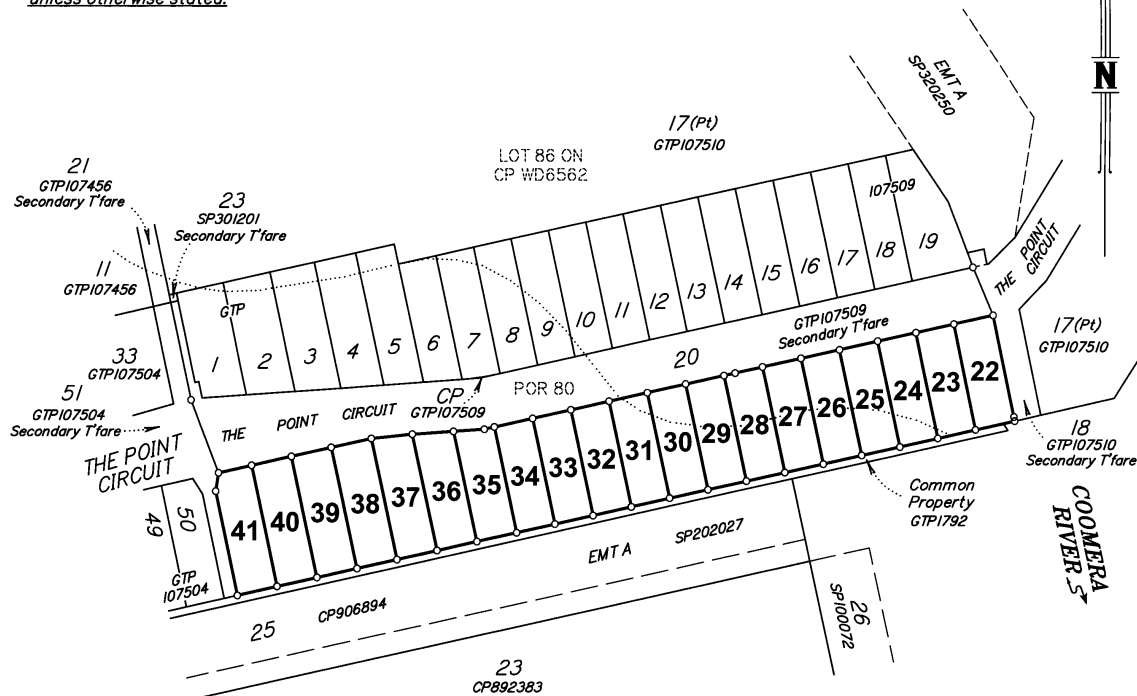
GROUP TITLES PLAN OF RESUBDIVISION NO. 107512

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

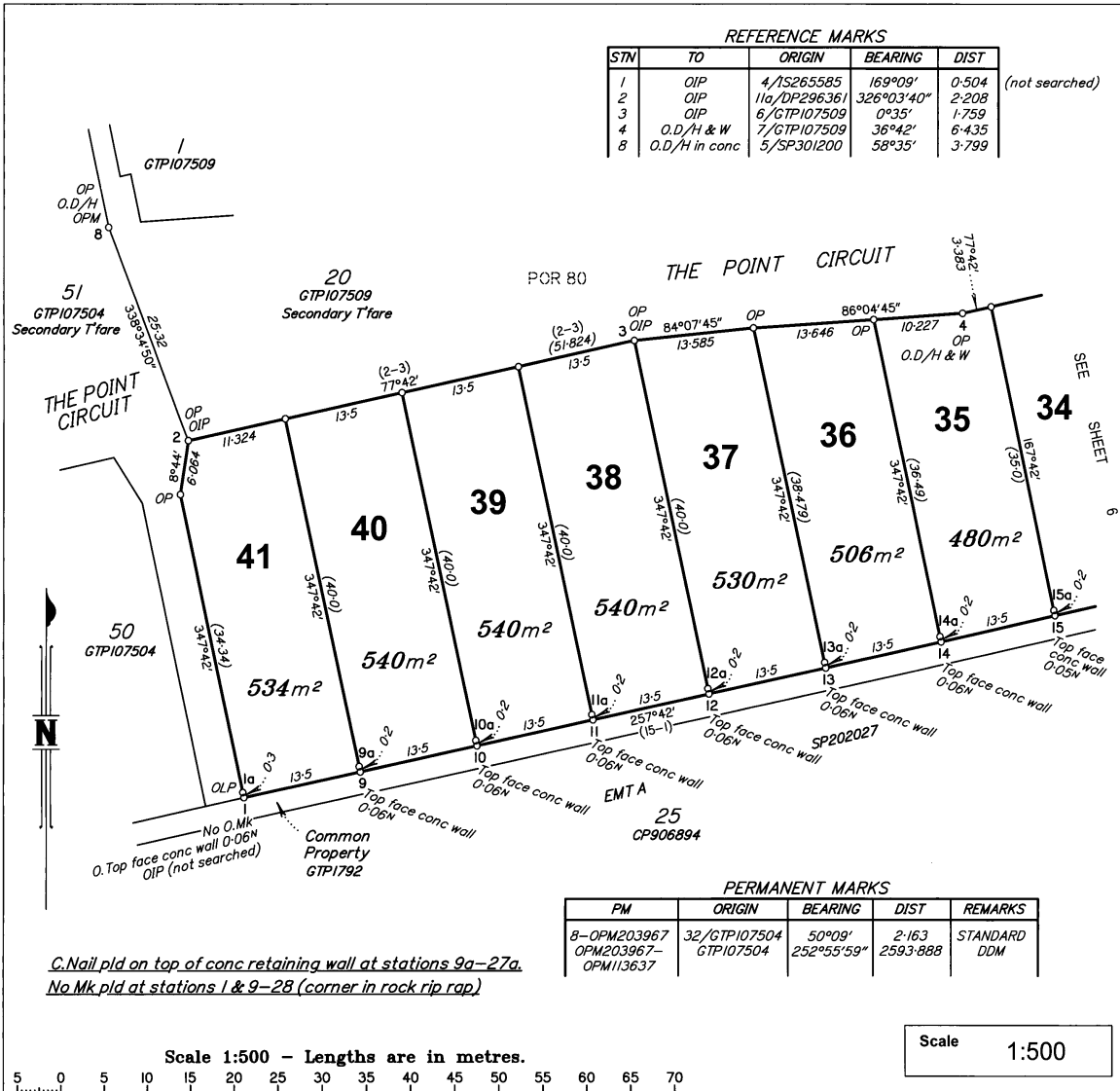
The information from this form is collected under the authority of the Building Unit and Group Title Act 1980, the Valuation of Land Act 1944, the Land Tax Act 1915, the Land Titles Act 1994 and the Local Government Act 1993 and is used for the purpose of maintaining the publicly searchable registers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

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.

7366-GTP-280/BCFINAL 21.12.2022

Building Units and Group Titles Plan

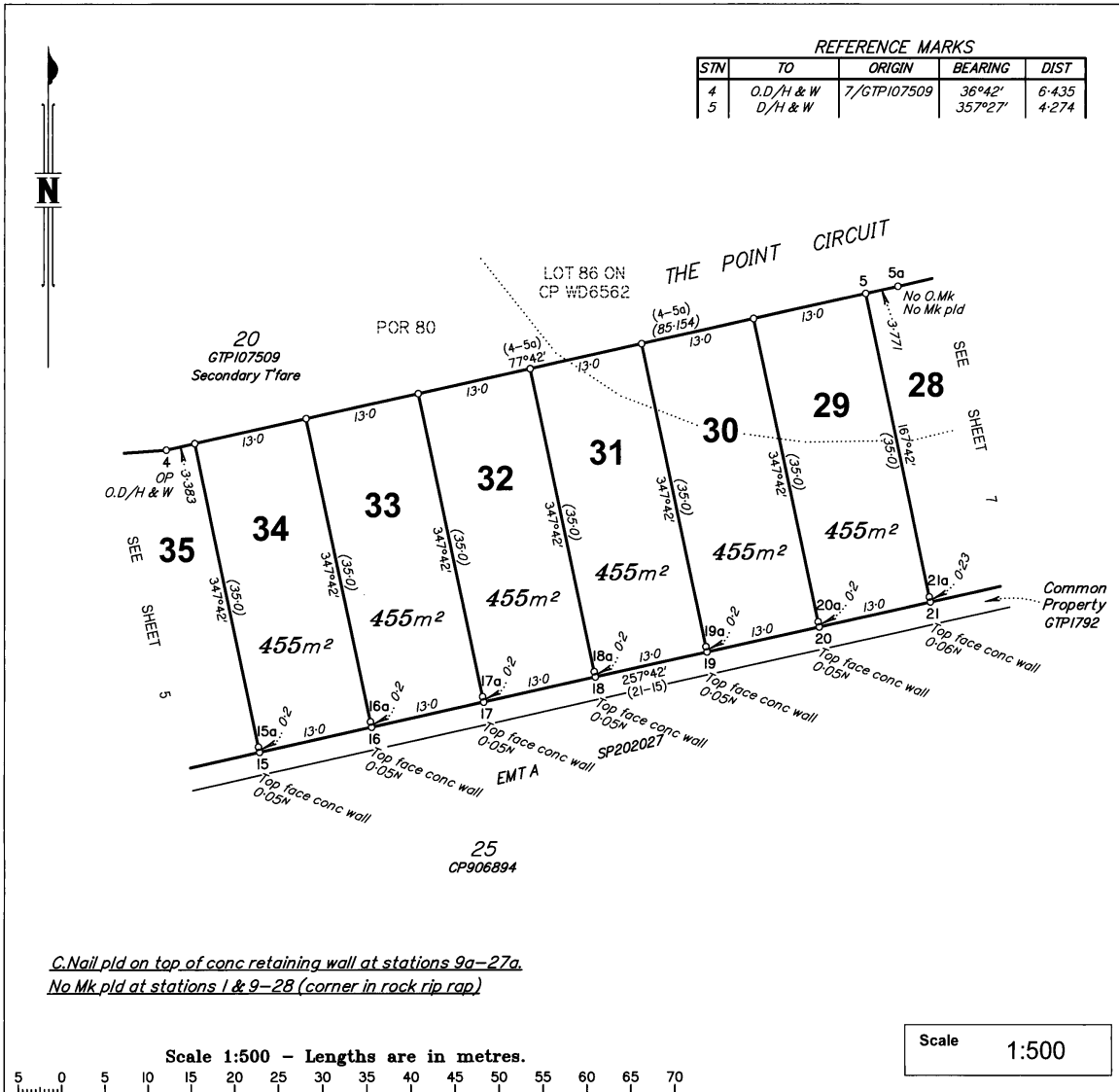
Form 4 Version 1

1. Name of Building

ALPHITONIA

2. Plan Type

GROUP TITLES PLAN OF RESUBDIVISION NO. 107512



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.

7366-GTP-280 / BC FINAL 21.12.2022

Building Units and Group Titles Plan

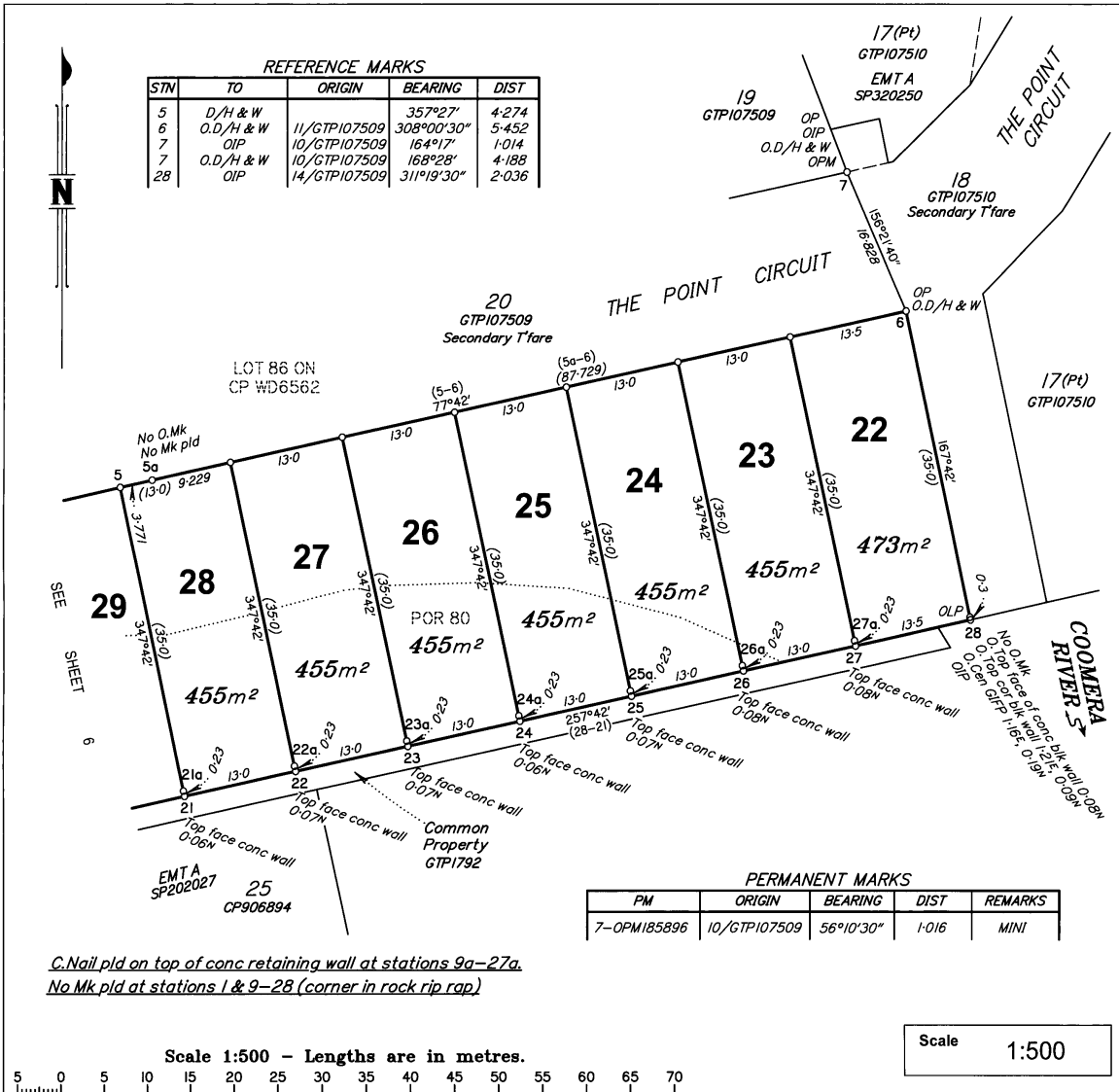
Form 4 Version 1

1. Name of Building

ALPHITONIA

2. Plan Type

GROUP TITLES PLAN OF RESUBDIVISION NO. 107512



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

*Signed of behalf of the
 *(Insert name)

GRANT WILLIAM McDONOUGH
 Authorising Officer

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.

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

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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
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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
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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](#)

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

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 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

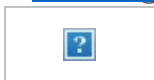
Thomas Hill
Senior Town Planner
RPS | Australia Asia Pacific
T +61 7 5553 6900
E thomas.hill@rpsgroup.com.au



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
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T +61 7 5553 6900
E thomas.hill@rpsgroup.com.au



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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.**

Partners:

Colin Grace
Daniel Radman
Peter Ton
Jason Carlson
Sally Heimanis
Jessica Bates

New South Wales:

Level 5, 287 Elizabeth Street
Sydney NSW 2000
PO Box 20727
World Square NSW 2002
DX 11508 Sydney Downtown

PH 02 9284 2700 FX 02 9284 2799

Victoria:

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Southbank VIC 3006

PH 03 9674 0474 FX 03 9674 0400

Queensland:

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Brisbane QLD 4000
PO Box 12962
George Street QLD 4003

PH 07 3102 4120 FX 07 3102 4121

Australian Capital Territory:

Level 9, Nishi Building
2 Phillip Law Street
Canberra ACT 2601

PH 02 6243 3652 FX 02 6243 4848

Western Australia:

Level 28, AMP Tower
40 Georges Terrace
Perth WA 6000

PH 08 9288 1870 FX 08 9288 1896

EM enquiries@gracelawyers.com.au

W www.gracelawyers.com.au

ABN 55 116 196 500



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

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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

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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.

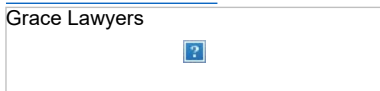
Craig can complete the review by next Friday.

Kind regards

Jason Carlson

Partner | www.gracelawyers.com.au

Grace Lawyers



Grace Lawyers - QLD

Level 9, 179 North Quay
Brisbane QLD 4000
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If you have received this e-mail in error, please tell us immediately by return e-mail, delete it from your system and destroy any copies.



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



SANCTUARY COVE COMMUNITY SERVICES LIMITED | SANCTUARY COVE BODY CORPORATE PTY LTD

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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 ENGNY
- 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 ENGNY 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	<u>means, 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) see 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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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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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.~~

- (e) This clause survives termination of this Deed.

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.

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

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**

CITY OF
GOLDCOAST.

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**

CITY OF
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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:

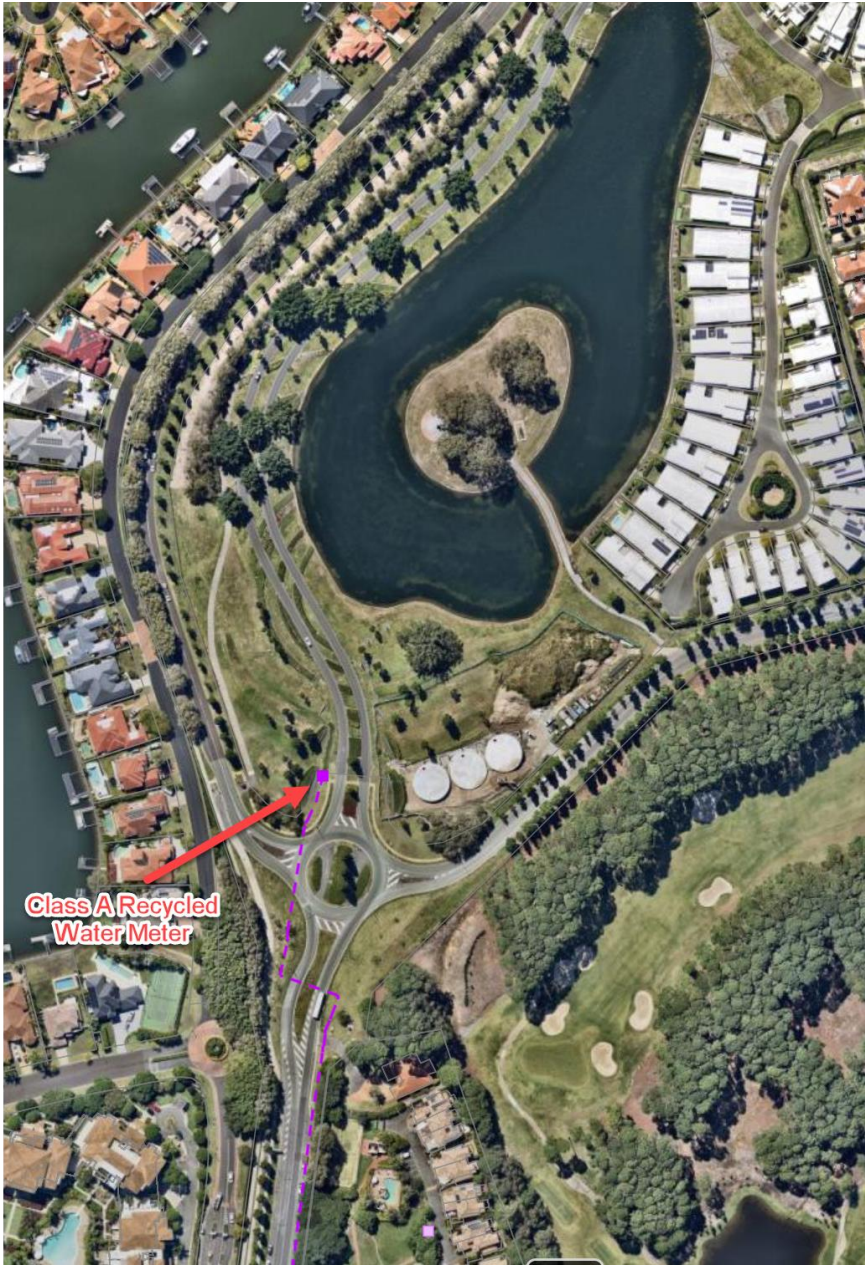
- (a) give City of Gold Coast prior written notice of intended changes;
- (b) ensure the proposed changes meet the requirements of Permitted Use; and

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**

CITY OF
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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.

Table of Contents

1. Introduction	5
2. Parties	5
3. Definitions and interpretations	5
3.1 Definitions	5
3.2 Definitions	10
3.3 CWW Code	10
4. Term	10
4.1 Initial term	10
4.2 Renewal option	10
5. Agreement to supply and take	11
5.1 Fundamental obligations	11
5.2 No exclusivity or right	11
5.3 Leasehold land	11
5.4 No resale	11
5.5 Ownership and risk	12
6. Supply requirements	12
6.1 Supply volumes	12
6.2 Metered volumes	12
6.3 Customer use	12
7. Specification	12
7.1 City of Gold Coast's obligations	12
7.2 Change of Law	12
7.3 Cooperation	12
8. Permitted use	13
8.1 Permitted use	13
8.2 Monitoring	13
8.3 Investigations	13
8.4 Contaminants	14
8.5 Approvals	15
8.6 Exclusions	15
8.7 Directions	15
9. Financial arrangements	15
9.1 Charges	15
10. Payment	15
10.1 Customer's obligations	15
10.2 Statutory charge	15
10.3 Supply restriction or suspension	15
11. Servicing strategy	16

11.1	Consent to install and Supply Infrastructure	16
11.2	Access to Supply Infrastructure	16
11.3	Meter accuracy	16
11.4	Malfunctions	16
11.5	Removal of City of Gold Coast property	17
12.	Customer's property	17
12.1	Customer infrastructure	17
12.2	Connection to Supply Infrastructure	17
12.3	Removal of Customer Infrastructure	17
13.	Access and audits	17
13.1	Generally	17
13.2	Other audit rights	18
14.	Interruption of supply	18
14.1	Permitted interruptions	18
14.2	Notices	19
14.3	Declared Emergency	19
14.4	Liabilities in relation to Events	19
14.5	Pro rata supply	20
15.	Confidential information	20
16.	Insurance	21
16.1	Insurance policies	21
16.2	Evidence of insurance	21
17.	Limitation of liability and indemnity	21
17.1	Consequential loss	21
17.2	Indemnity	21
18.	Servicing strategy	22
18.1	By Customer	22
18.2	By City of Gold Coast	22
19.	Disputes	22
19.1	Notice of dispute	22
19.2	Negotiation	22
19.3	Dispute resolution	22
19.4	Further dispute resolution	23
19.5	Continued performance	23
19.6	Interlocutory or urgent relief	23
20.	Force Majeure	23
21.	Termination	24
21.1	Breach not remedied	24
21.2	Immediate termination	24
21.3	Force Majeure Event	24

21.4	General right of termination.....	24
21.5	Remedies cumulative.....	24
22.	Cost and duties	24
23.	Notices.....	24
24.	General.....	25
24.1	Governing Law.....	25
24.2	Jurisdiction.....	25
24.3	No fetter.....	25
24.4	No derogation	25
24.5	Severability	25
24.6	Amendments.....	26
24.7	Waiver	26
24.8	Indemnities	26
24.9	Further acts	26
24.10	Approvals.....	26
24.11	Previous Agreements.....	26
24.12	Customer details.....	26

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.
-

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.
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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.
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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.
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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.
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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.