



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

NOTICE OF THE EXTRAORDINARY GENERAL MEETING OF THE SANCTUARY COVE PRINCIPAL BODY CORPORATE 202

**Notice of business to be dealt with at the
EXTRAORDINARY GENERAL MEETING of the Sanctuary
Cove Principal Body Corporate 202, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way,
Sanctuary Cove, QLD, 4212 on
30 May 2024 at 11:00 AM**

A proxy form and a voting paper have been included 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. MINUTES OF PREVIOUS GENERAL MEETING**
- 3. PROPOSED STBL**
- 4. CORRESPONDENCE FOR INFORMATION**
- 5. CORRESPONDENCE FOR ACTION**
- 6. INSTRUCTIONS FOR VOTING**
- 7. VOTING (MOTIONS FROM AGENDA)**
- 8. PROXY FORM**

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.

Please take the time to complete and return the voting paper to the reply address below or submit a valid proxy to the PBC Secretary prior to the meeting.

Sanctuary Cove Body Corporate Services Pty Ltd, for the Secretary

Reply To PO Box 15, Sanctuary Cove QLD, 4212
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NOTICE OF THE EXTRAORDINARY GENERAL MEETING OF THE Sanctuary Cove Principal Body Corporate 202

**Notice of business to be dealt with at the
EXTRAORDINARY GENERAL MEETING of the Sanctuary
Cove Principal Body Corporate GTP 202, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way,
Sanctuary Cove, QLD, 4212 on
30 May 2024 at 11:00 AM**

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 of RBC's
- 4.** Recording of the meeting
- 5.** Motions
 - 5.1** Approval of Previous General Meeting Minutes - 24th April 2024
 - 5.2** Amendment to the Secondary Thoroughfare By-Laws to control parking
 - 5.3** The Members Nominees are permitted access to electronic documents requiring no additional labour
 - 5.4** Instruct PBC Shareholder Nominee re Removal of PTBC Nominee Director, Stephen Anderson, from the board of SCCSL

6. Correspondence for Information

For noting of the PBC and the PBC EC

No	Date	From	To	Regarding
1.	2 May 2024	PBC Chairperson	MNs	Correspondence regarding email communication
2.	8 May 2024	SCCSL CEO	Non Resident enquiry	Decision Notice for Family Run Business
3.	8 May 2024	SCCSL CEO	2268 Resident	Decision Notice for relaxation of rear boundary
4.	9 May 2024	SCCSL CEO	PBC EC	Emergency Management Plan
5.	13 May 2024	SCCSL BCM	Alyxia & Justicia Lot Owners	MN expression of Interest
6.	16 May 2024	SCCSL CEO	PBC Chairperson	Sitewide Kerbside Irrigation Information
7.		MN Molinia	Ian McCullough Lawyers	Brief to Lawyer regarding Section 56

8.	20 May 2024	MN Molinia	PBC	SC PBC Governance Review for Discussion
9.	20 May 2024	MN Molinia	PBC	Governance of Sanctuary Cove Resort Overview
10.	20 May 2024	Resident in Alyxia	BCM	Expression of Interest in MN Role
11.	22 May 2024	PBC Secretary	Tony Ellingford & Peter Cohen	Letter of appreciation for time on the PBC EC
12.	22 May 2024	SCCSL CEO	PBC	Landscaping Contract

7. Correspondence for Action

For noting of the PBC and the PBC EC

No	Date	From	To	Regarding
1.	8 May 2024	1858 Resident	PBC	Stormwater pipe damaged.
2.	22 May 2024	Schotia Island Chairperson	PBC	Review of Boat Ramp Parking Policy

8. Business Arising

- 8.1 Update on governance reviews of SCCSL & PBC/PTBC.
- 8.2 Meeting with the Hon David Crisafulli, member for Broadwater.
- 8.3 Emergency Management Plan
- 8.4 Legal advice re SCRA s56
- 8.5 Update on actions to remediate potential governance failures following SCCSL AGM
- 8.6 PBC Motions – June 2024
- 8.7 Next meeting to be held 27th June 2024
- SCCSL CEO to address:**
- 8.8 Update on SC website
- 8.9 Update on investigation re irrigation of PBC land on the verge of lots in Sanctuary Greens & Sanctuary Point
- 8.10 Investigation of process for a tow away facility in SC
- 8.11 Role description for In-House Legal Counsel
- 8.12 Communication with GCCC re installation of traffic lights at the junction on Sickie Ave in front of the current Boat Show parking area

9. Closure of Meeting

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 Resort 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.

EXPLANATORY SCHEDULE TO VOTING PAPER SANCTUARY COVE PRINCIPAL CTS 202

Motion 4 - Instruct PBC Shareholder Nominee re Removal of PTBC Nominee Director, Stephen Anderson, from the board of SCCSL.

Preamble:

Stephen Anderson, PTBC Nominee Director, of Sanctuary Cove Community Services Ltd (SCCSL), presided as Chairperson over the Annual General Meeting of Sanctuary Cove Community Services Ltd on 9th May 2024.

Following receipt of questions submitted prior to the meeting, and in answer to those questions, Mr Anderson revealed significant governance failures and breaches of the *Corporations Act 2001 (Cth)* that transpired during 2023. They confirmed many of the statements made in the PBC Chairperson's 6th March 2024 communication to Sanctuary Cove residents.

. The failures included but were not restricted to :

1. Prevention of the PBC Nominee Director to participate in SCCSL board activities despite election in July 2023 and formal appointment by ASIC in September 2023.
(The PBC shareholders were without representation from the time of the previous chairperson's resignation in May 2023 until early 2024.)
2. Conduct of non-quorate board meetings from May – December 2023 due to the absence of a PBC Nominee Director resulting in the invalidity of many SCCSL decisions.
3. Failure of the independent Director and PTBC Nominee Director to resign and reapply for their positions well past their expiry dates.

From May 2023, 2 directors presided over SCCSL. The Independent Director resigned in December 2023 and Stephen Anderson remains.

The Company Secretary will be replaced following procurement of an external service.

VOTING PAPER

Extraordinary General Meeting for the Sanctuary Cove Principal Body Corporate GTP 202

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

Date and time of meeting: Thursday 30 May 2024 at 11:00 AM

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. You may also vote online using the secure link emailed to your email address.

MOTIONS

1	Approval of Previous General Meeting Minutes - 24th April 2024 (Agenda Item 5.1)	Ordinary Resolution
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Statutory Motion Submitted by Committee

That the Minutes of the PBC Extraordinary General Meeting held on 24th April 2024 be accepted as a true and correct record of the proceedings of the meeting.

Yes

No

Abstain

2	Amendment to the Secondary Thoroughfare By-Laws to control parking	Special Resolution
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Submitted by Committee

That the PBC authorises an amendment to the secondary thoroughfare by-laws in accordance with the attached document marked "Annexure A", a copy of which has been circulated with the agenda.

Yes

No

Abstain

3 The Members Nominees are permitted access to electronic documents requiring no additional labour. Ordinary Resolution

Submitted by Committee

THAT the members' nominees of the Sanctuary Cove Principal Body Corporate are permitted access to electronic documents requiring no additional labour.

FURTHER THAT such files shall exclude those documents held to be commercially confidential, legally privileged or sub-judice. Those documents that require retrieval of records from archives and extensive labour to search for the records as agreed will be charged at cost price. Requests may be accessed through the PBC EC.

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

4 Instruct PBC Shareholder Nominee re Removal of PTBC Nominee Director, Stephen Anderson, from the board of SCCSL. Ordinary Resolution

Submitted by Committee

THAT the SC PBC, as shareholders of SCCSL instruct their shareholder nominee, Stuart Shakespeare, to:

1. File a Notice of Intention with SCCSL to remove Stephen Anderson, via ordinary resolution, as a director of the company.
2. Requisition a general meeting of all shareholders (SC PBC and SC PTBC) for the purposes of considering and voting on the resolution (not less than 2 months after the Notice of Intention is communicated).

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

NOTE: Please refer to the Explanatory Schedule.

GTP: 202 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.

IMPORTANT – If the property is owned in joint names, all Owners must sign the Voting Paper.

Name of voter: _____

Signature of voter: _____ Date: _____

ATTACHMENTS

- 1. MOTION INFORMATION**
- 2. Minutes of previous General Meeting**
- 3. Proposed STBL Annexure A**
- 4. CORRO FOR INFORMATION**
- 5. CFI 1. April PTBC Motion 3_PBC Chair 26 email to MNs**
- 6. CFI 2. Ingrid Cruse Decision Notice PBC EC**
- 7. CFI 3. 2268 Decision Notice PBC EC**
- 8. CFI 4. OP200000 Emergency Management Plan - 05042024 V3**
- 9. CFI 5. MN expression of interest Alyxia**
- 10. CFI 5. MN expression of Interest Justica**
- 11. CFI 6. Memorandum to PBC Chair - Sitewide Irrigation (Final)**
- 12. CFI 7. Ian McCullough S56 02**
- 13. CFI 8. SC PBC Gov Review TOR Initial draft 20052024**
- 14. CFI 9. SC Gov Background**
- 15. CFI 10. Re_ Letter re Expressions of Interest**
- 16. CFI 11. PC letter of appreciation**
- 17. CFI 11. TE letter of appreciation**
- 18. CFI 12. Contract - Landscaping 2024**
- 19. CORRO FOR ACTION**
- 20. CFA 1. Request to Chairperson Body Corp - Storm water Damage to 1858 Oak Hill Drive**
- 21. CFA 1. SF Request to Chairperson Body Corp - Storm water Damage to 1858 Oak Hill Drive**
- 22. CFA 1. Letter to SCOVE - Damaged Stormwater Pipe - 1858 Oak Hill Dr**

23. CFA 2. Correspondence for PBC - Parking in Boat Ramp Car Park

24. CFA 2. Boat Ramp Parking

25. Proxy form for Body Corporate Meetings

26. Information About Proxies

27. GENERAL BUSINESS

28. General Business 11 Mar 24 Zieria Irrigation PBC

**MOTION
INFORMATION**



MINUTES OF PBC EXTRAORDINARY GENERAL MEETING for Sanctuary Cove Principal Body Corporate GTP 202

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

Date and time of meeting: Wednesday 24th April 2024

Meeting time: 11:00AM – 12:57pm

Chairperson: Chairperson – Cheryl McBride

ATTENDANCE

The following members were Present in Person at the meeting:

Lot: Alpinia GTP 107209 Owner: Alpinia GTP 107209 Rep: Mrs Dianne Taylor
Lot: Alyxia GTP 107456 Owner: Alyxia GTP 107456 Rep: Mr Stephen Anderson
Lot: Alphitonia GTP 107509 Owner: Alphitonia GTP 107509 Rep: Mr Stephen Anderson
Lot Araucaria GTP 1790 Owner: Aracauria GTP 1790 Rep: Mrs Caroline Tolmie
Lot: Banksia Lakes GTP 107278 Owner: Banksia Lakes GTP 107278 Rep: Mr Andrew Brown
Lot: Bauhinia GTP 1701 Owner: Bauhinia GTP 1701 Rep: Mr Richard Sherman
Lot: Caladenia GTP 107399 Owner: Caladenia GTP 107399 Rep: Mr Tony McGinty
Lot: Corymbia GTP 107406 Owner: Corymbia GTP 107406 Rep: Mrs Shawlene Nefdt
Lot: Darwinia GTP 107488 Owner: Darwinia GTP 107488 Rep: Mrs Jane Burke
Lot: Harpullia GTP 107045 Owner: Harpullia GTP 107045 Rep: Mr Paul Kernaghan
Lot: Justicia GTP 107472 Owner: Justicia GTP 107472 Rep: Mr Stephen Anderson
Lot: Livingstonia GTP 1712 Owner: Livingstonia GTP 1712 Rep: Mr Brian Earp
Lot: Molinia GTP 107442 Owner: Molinia GTP 107442 Rep: Ms Cheryl McBride
Lot: Plumeria GTP 2207 Owner: Plumeria GTP 2207 Rep: Mr Nicholas Eisenhut
Lot: Roystonia GTP 1769 Owner: Roystonia GTP 1769 Rep: Mrs Simone Hoyle
Lot: Schotia Island GTP 107106 Owner Schotia Island GTP 107106 Rep: Mr Wayne Bastion
Lot: Tristania GTP 107217 Owner: Tristania GTP 107217 Rep: Mr Mark Winfield
Lot: Washingtonia GTP 1703 Owner: Washingtonia GTP 1703 Rep: Mr David Francis
Lot: Woodsia GTP 107353 Owner: Woodsia GTP 107353 Rep: Mr Peter Hay
Lot: Zieria GTP 107434 Owner: Zieria GTP 107434 Rep: Mr Hugh Martin
Lot: 21 Owner: Mulpha Sanctuary Cove (Developments) Pty Limited Rep: Stephen Anderson
Lot: 81 Owner: Mulpha Sanctuary Cove (Developments) Pty Limited Rep: Stephen Anderson

The following members present by Voting Paper and In Person:

Lot Araucaria GTP 1790 Owner: Aracauria GTP 1790 Rep: Mrs Caroline Tolmie
Lot: Alyxia GTP 107456 Owner: Alyxia GTP 107456 Rep: Mr Stephen Anderson
Lot: Alphitonia GTP 107509 Owner: Alphitonia GTP 107509 Rep: Mr Stephen Anderson
Lot: Justicia GTP 107472 Owner: Justicia GTP 107472 Rep: Mr Stephen Anderson
Lot: 21 Owner: Mulpha Sanctuary Cove (Developments) Pty Limited Rep: Stephen Anderson
Lot: 81 Owner: Mulpha Sanctuary Cove (Developments) Pty Limited Rep: Stephen Anderson

The following members present by Voting Paper:

Lot: Acacia GTP 107053 Owner: Acacia GTP 107053 Rep: Mr Michael Longes
Lot: Adelia GTP 107360 Owner: Adelia GTP 107360 Rep: Mr Gary Simmons
Lot: Felicia GTP 107128 Owner: Felicia GTP 107128 Rep: Mr Stuart Shakespeare

The following members were present by Proxy:

Lot: Cassia GTP 1702 Owner: Cassia GTP 1702 Rep: Mr Peter Cohen to Mr Brian Earp

Lot: 83 Owner: Mulpha Sanctuary Cove (Developments) Pty Limited Rep: Mr Mick McDonald to Stephen Anderson

The following members were present by Proxy however unable to vote:

Present by Invitation:

Mr Dale St George – SCCSL CEO

Ms Jodie Cornish, Manager Body Corporate, SCBCS (Minute Taker)

Apologies:

Mr Gary Simmons

Mr Robert Nolan

Mr Stuart Shakespeare

Mr Mick McDonald

Mr Michael Longes

Mr Peter Cohen

Mr Nabil Issa

The following members were not financial for the meeting: **NIL**

A quorum was present.

The Meeting was recorded.

Prior to the commencement of the proceedings and following a show of hands the MNs voted for Cheryl McBride to assume the role of presiding over the meeting in the absence of Stuart Shakespeare.

MN, representing Caladenia, voiced apprehensions regarding the PBC Executive committee members as they are responsible for the spending of residents' money. He then focussed on past compliance matters related to weddings conducted at CM's short-term rentals during 2013 – 2017, wherein buses transported and collected groups of people. CM denied the bus allegation and elucidated the circumstance of owning a number of homes in SC including 2 large homes, that accommodated larger groups in their respective 7/8 bedrooms., clarifying that around 2013 it was not unlawful to engage in short-term leasing.

CM further explained that upon receipt of a complaint, all further events were discontinued. There was a second confirmation, via a show of hands, from the MNs that CM would chair the meeting.

CM expressed her gratitude to Stuart for his diligent work in his roles as PBC Chairperson/PTBC representative for the PBC and as a member of the board.

Motions

1	Body Corporate - Approval of Previous General Meeting Minutes – 28th March 2024 (Agenda Item 5.1)	ORDINARY RESOLUTION CARRIED
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Proposed by: Statutory Motion

RESOLVED that the Minutes of the PBC Extraordinary General Meeting held on 28th March 2024 be accepted as a true and correct record of the proceedings of the meeting.

Yes	21
No	2
Abstain	4

NOTE:

Amended for Motion 1 - MN for Woodsia (PH) voted 'Abstained' instead of 'No'

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia			X	Fuschia			
Adelia			X	Justicia	X		
Alpinia	X			Harpullia	X		
Alyxia	X			Livingstonia	X		
Alphitonia	X			Molinia	X		
Araucaria	X			Plumeria			X
Ardisia				Roystonia	X		
Banksia Lakes		X		Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia			X	Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia				Zieria		X	
Corymbia	X			MSCD Lot 20 (S)	X		
Darwinia	X			MSCD Lot 81 (S)	X		
Felicia	X			MSCD Lot 83 (M)	X		

2 Facilities – Expenditure for the engagement of Landscape Solutions for works at P53 – Paul Toose Park Garden (Agenda Item 5.2)

ORDINARY RESOLUTION

CARRIED

Proposed by: PBC Chairperson

RESOLVED that the PBC agrees to expend \$101,136.59 Inc GST plus a 10% contingency in the amount of \$10,113.66 Inc GST for the engagement of Landscape Solutions – Variations team for the costs associated with undertaking Landscaping upgrade works at P53 – Paul Toose Park Garden. Funds to be expensed to Sinking Fund – 22280 – Landscape.

Yes	27
No	0
Abstain	0

And further notes that due to the urgent need/requests from the Schotia Body Corporate for works to be completed and a number of companies declining to quote on the works, only two (2) quotes were obtained. The PBC approves the reduction in the required number of quotes to be obtained from three (3) to two (2).

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia			
Adelia	X			Justicia	X		
Alpinia	X			Harpullia	X		
Alyxia	X			Livingstonia	X		
Alphitonia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia				Zieria	X		
Corymbia	X			MSCD Lot 20 (S)	X		
Darwinia	X			MSCD Lot 81 (S)	X		
Felicia	X			MSCD Lot 83 (M)	X		

3 Facilities – Expenditure for the purchase of the remaining available Calix 726GE-I ONTs (Agenda Item 5.3)

**ORDINARY RESOLUTION
CARRIED**

Proposed by: PBC Chairperson

RESOLVED that the PBC EGM agrees to expend \$67,885.62 Inc GST for the purchase of the remaining available Calix 726GE-I ONTs. Funds to be expensed to Sinking Fund – 06290 – FTTH.

Yes	25
No	0
Abstain	2

NOTE:

DSTG advised the company has stopped making this product, hence why we need to ensure we have enough until an alternative product is arranged.

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia			
Adelia	X			Justicia	X		
Alpinia	X			Harpullia	X		
Alyxia	X			Livingstonia	X		
Alphitonia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia				Zieria	X		
Corymbia			X	MSCD Lot 20 (S)	X		
Darwinia	X			MSCD Lot 81 (S)	X		
Felicia			X	MSCD Lot 83 (M)	X		

4 Facilities - Expenditure to engage Protech Electrical Services for costs to replace electrical switchboards at Pump Stations 2 and 15. (Agenda Item 5.4)

ORDINARY RESOLUTION

CARRIED

Proposed by: PBC Chairperson

RESOLVED that the PBC EGM agrees to expend \$53,880.20 Inc GST plus a contingency of \$5,388.02 Inc GST to engage Protech Electrical Services for costs to replace the electrical switchboards at Pump Stations 2 and 15. Funds are to be expensed from the Sinking Fund – Switchboard Meter 22497.

Yes	27
No	0
Abstain	0

RESOLVED that the PBC EGM agrees to expend \$1,067.00 Inc GST, plus a 10% contingency in the amount of \$97.00 Inc GST for the engagement of Gold Coast Generators for costs associated with the hire of generator to provide temporary power to the switchboards. Funds are to be expensed from the Sinking Fund – Switchboard Meter 22497.

RESOLVED that the PBC EGM approves the allocation of \$1,000.00 Inc GST (estimated) for fees to Energex and Origin for the meter change. Funds to be expensed from the Sinking Fund – Switchboard Meter 22497

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia			
Adelia	X			Justicia	X		
Alpinia	X			Harpullia	X		
Alyxia	X			Livingstonia	X		
Alphitonia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia				Zieria	X		
Corymbia	X			MSCD Lot 20 (S)	X		
Darwinia	X			MSCD Lot 81 (S)	X		
Felicia	X			MSCD Lot 83 (M)	X		

Proposed by: PBC Chairperson

RESOLVED that the PBC EGM agrees to expend \$48,393.40 Inc GST plus a contingency of 10% in the amount of \$4,839.34 Inc GST for the engagement of Australasian Marine Associates for the investigation and provision of a scope of works and report concerning the necessary actions and associated costs for dredging the Sanctuary Cove private harbours. Funds to be expensed to the Sinking Fund Harbours - 222372

Yes	26
No	0
Abstain	1

And further notes that specific due to the nature of the works, only two (2) quotes were obtained. The PBC approves the reduction in the required number of quotes to be obtained from three (3) to two (2).

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia			X	Fuschia			
Adelia	X			Justicia	X		
Alpinia	X			Harpullia	X		
Alyxia	X			Livingstonia	X		
Alphitonia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia				Zieria	X		
Corymbia	X			MSCD Lot 20 (S)	X		
Darwinia	X			MSCD Lot 81 (S)	X		
Felicia	X			MSCD Lot 83 (M)	X		

Preamble Motion 6

In most situations, two visitor parking places must be provided on a driveway, within a residential lot.

There have been instances where vehicles have been parking long-term outside of a residential lot, on the Secondary Thoroughfare roads, verges, and other areas. As a general rule, this is not permitted within residential areas of the resort. This is encapsulated to a degree within the Residential Zone Activity By-Laws and the Development Control By-Laws.

To better control the parking of vehicles within the Secondary Thoroughfares, a recommendation is that the Secondary Thoroughfare By-Laws be amended to include a bylaw that forbids or limits the parking in these areas.

It's appreciated that there are circumstances where trade and maintenance people may have to park in the Secondary Thoroughfare but there are instances where residents, or their visitors, are not complying with this requirement on an ongoing basis.

6 Amendment to the Secondary Thoroughfare By-Laws to control parking (Agenda Item 5.6) SPECIAL RESOLUTION WITHDRAWN

Proposed by: PBC Chairperson

RESOLVED that the following amendment be made to the Secondary Thoroughfare By-Laws -
Unless approved otherwise by the Principal Body Corporate, a person must not, and must not permit any invitee to –

Yes	
No	
Abstain	

- 1. park a vehicle or allow a vehicle to stand on any part of the Secondary Thoroughfare unless that part of the Secondary Thoroughfare has been clearly delineated as a car park; and*
- 2. where a car park is delineated in a Secondary Thoroughfare, park a vehicle overnight from 6pm to 6am.*

NOTE:
The motion has been withdrawn due to the need for more concise information. DSTG will review the wording and present it at the next PBC EGM meeting.

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia				Fuschia			
Adelia				Justicia			
Alpinia				Harpullia			
Alyxia				Livingstonia			
Alphitonia				Molinia			
Araucaria				Plumeria			
Ardisia				Roystonia			
Banksia Lakes				Schotia Island			
Bauhinia				Tristania			
Caladenia				Washingtonia			
Cassia				Woodsia			
Colvillia				Zieria			
Corymbia				MSCD Lot 20 (S)			
Darwinia				MSCD Lot 81 (S)			
Felicia				MSCD Lot 83 (M)			

Preamble Motion 7

At the February EGM the motion that sought approval for the Mulpha boat show organisers to run bus transfers through the residential areas was withdrawn because some members argued that there was insufficient information for the members to make an informed decision.

The PBC Chair met with the organisers to obtain responses to community concerns and questions.

The boat show is a significant annual event that continues to increase in popularity. The secondary benefit to the residents is the attention the event draws to SC as a unique resort environment to live in and experience. This must be weighed up against the inconvenience to, and peace and quiet of, residents during the 4-day event.

With the ongoing diminishment of land within the resort for boat show parking, the organisers are needing to find alternative car parking locations. All public carparking (about 2500 cars) is now offsite on theme park and council land with coach transfers to the event. Additional parking for about 1500 vehicles is required for support staff. Exhibitors are parking at the Rec Club and adjacent land and Cypress Point (700 to 800). Parking for hotel and village retail staff vehicles (about 400) is to be accommodated on Mulpha's Sickle Ave site. The organisers are requesting PBC approval to transfer people from this carpark to the village via the residential areas, using 20-seat buses.

The organisers have advised and acknowledged the following -

- No general public or exhibitors will be permitted to use the Sickle Ave carpark or the shuttle buses through the residential areas. Boat show security personnel will supervise this requirement and the bus drivers will also be instructed to monitor as well.
- Hotel and Village retail staff start, and finish times are staggered through each day. The buses would run between 7am and 5.30pm daily with a peak period from 8am to 10am. The buses are anticipated to be on 20-to-30-minute cycles depending on demand. Three buses would be used during the peak periods and two during the intervening period.

- The buses could run outside the resort, along Sickle Ave and Hope Island Road but the concern is for potential delays due to traffic congestion into the main entry of the resort.
- To mitigate disturbance and inconvenience the organisers have agreed to change the proposed route through the Village Gate to access via the security roundhouse gate. The route taken would be along the Parkway to the Schotia Island Bridge roundabout then a right along Edgecliff Drive to the Sickle Ave gate. The buses would use the visitors' lane at the gates so as not to delay residents' access.
- The drivers will not let passengers off or on the buses along the prescribed route.
- The PBC's approval is for this year's event only. The intention is to seek PBC approval each year well in advance of the event. Sufficient information and consultation will be provided for the PBC to make an informed decision.
- Free entry tickets to the event will be provided to residential owners again this year.

The organisers have provided an information summary for inclusion in the EGM meeting booklet.

7	Approval for shuttle buses through residential zone during Boat Show (Agenda Item 5.7)	POLL VOTE CARRIED
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Proposed by: PBC Chairperson

RESOLVED that the PBC EGM approves and accepts shuttle buses to transit through the residential zone during the 2024 Sanctuary Cove International Boat Show. The shuttle will commence from an event car park located off Sickle Avenue into the cove to cater for Village tenants and hotel staff.

Yes	989 54.25%
No	580 31.82%
Abstain	76 4.17%

NOTE: Poll Vote called by Acting Chairperson

178 LE not represented at the meeting

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia		X		Fuschia			
Adelia	X			Justicia	X		
Alpinia	X			Harpullia			X
Alyxia	X			Livingstonia		X	
Alphitonia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes		X		Schotia Island		X	
Bauhinia		X		Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia		X		Woodsia	X		
Colvillia				Zieria		X	
Corymbia		X		MSCD Lot 20 (S)	X		
Darwinia		X		MSCD Lot 81 (S)	X		
Felicia	X			MSCD Lot 83 (M)	X		

8 Two Ordinary Member Nominees to be appointed to the Executive Committee (Agenda Item 5.8) ORDINARY RESOLUTION

Proposed by: PBC Chairperson

RESOLVED that the Principal Body Corporate appoints to the PBC Executive Committee the two following nominees that receive the most affirmative votes.

1. Mr Andrew Brown the MN for Banksia Lakes.

Yes	18
No	6
Abstain	1

2. Mrs Simone Hoyle the MN for Roystonia.

Yes	19
No	6
Abstain	1

3. Mr Mark Winfield the MN for Tristania.

Yes	9
No	1
Abstain	1

NOTE 2 highest voting members elected to PBC EC:

Andrew Brown – 18 YES

Simone Hoyle – 19 YES

AB – Banksia Lakes

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia			X	Fuschia			
Adelia				Justicia		X	
Alpinia	X			Harpullia	X		
Alyxia		X		Livingstonia	X		
Alphitonia		X		Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania			
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia				Zieria	X		
Corymbia	X			MSCD Lot 20 (S)		X	
Darwinia	X			MSCD Lot 81 (S)		X	
Felicia	X			MSCD Lot 83 (M)		X	

SH – Roystonia

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia			X	Fuschia			
Adelia	X			Justicia		X	
Alpinia	X			Harpullia	X		
Alyxia		X		Livingstonia	X		
Alphitonia		X		Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia				Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia				Zieria	X		
Corymbia	X			MSCD Lot 20 (S)		X	
Darwinia	X			MSCD Lot 81 (S)		X	
Felicia	X			MSCD Lot 83 (M)		X	

MW - Tristania

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia			X	Fuschia			
Adelia	X			Justicia	X		
Alpinia				Harpullia			
Alyxia	X			Livingstonia		X	
Alphitonia	X			Molinia			
Araucaria				Plumeria			
Ardisia				Roystonia			
Banksia Lakes				Schotia Island			
Bauhinia				Tristania	X		
Caladenia	X			Washingtonia			
Cassia				Woodsia			
Colvillia				Zieria			
Corymbia				MSCD Lot 20 (S)	X		
Darwinia				MSCD Lot 81 (S)	X		
Felicia				MSCD Lot 83 (M)	X		

9	Paul Kernaghan be appointed as a member of the Finance Committee (Agenda Item 5.9)	ORDINARY RESOLUTION CARRIED
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Proposed by: PBC MN Molinia

RESOLVED that following confirmation of Paul Kernaghan as PBC treasurer, on 24th April 2024, he will be appointed as a member of the Finance subcommittee.

Yes	26
No	0
Abstain	1

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia			X	Fuschia			
Adelia	X			Justicia	X		
Alpinia	X			Harpullia	X		
Alyxia	X			Livingstonia	X		
Alphitonia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia				Zieria	X		
Corymbia	X			MSCD Lot 20 (S)	X		
Darwinia	X			MSCD Lot 81 (S)	X		
Felicia	X			MSCD Lot 83 (M)	X		

Preamble Motion 10

The governance and other structures relating to Sanctuary Cove were last evaluated in 2013.

The Administration and Management Agreement expires in October 2025 and notice of renewal is required by 31 July 2025.

The current functions, delegations and agreements may require adjustment or revision to ensure best practice and the delivery of outstanding service and facilities management to the residents of Sanctuary Cove.

The gathering of data from a variety of sources via a diverse set of strategies by an external expert, experienced in the conduct of a governance review, will provide opportunity for objective analyses, evidence-based evaluation, and relevant recommendations.

The scope will be proposed by the nominee directors for approval by the PBC & PTBC and terms of reference will be sourced through consultation with the residents of Sanctuary Cove.

10	PBC agree to the conduct of a review of the SC governance structures (Agenda Item 5.10)	POLL VOTE CARRIED
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Proposed by: PBC MN Molina

RESOLVED that the PBC members agree, in principle, to the conduct of a review of the Sanctuary Cove governance structures.

Yes	1114 61.11%
No	201 11.03%
Abstain	330 18.10%

NOTE – Poll Vote called by Acting Chairperson:

MN for Zieria (HM) asked for clarification, whether the option was to seek other Strata Management?

CM advised it will be for a review of governance structure around all areas, to look at the way things are organised and decisions are made. The management agreement expires in Oct 2025, and requires 3 months ‘notice to make changes. MN for Tristania (MW) questioned who is ‘we’ the motion refers to and what is the cost to engage another company? The motion is lacking vital information and too brief.

178 LE not represented at the meeting

CM replied that more information would be forthcoming following agreement from the PBC that a governance review is required. There would be no point expending effort if the PBC is not supportive. The MN for Harpullia indicated the scope of the review is also reliant on agreement from the PTBC nominee directors

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia			
Adelia	X			Justicia			X
Alpinia	X			Harpullia	X		
Alyxia			X	Livingstonia	X		
Alphitonia			X	Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia		X		Tristania		X	
Caladenia		X		Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia				Zieria	X		
Corymbia	X			MSCD Lot 20 (S)			X
Darwinia	X			MSCD Lot 81 (S)			X
Felicia	X			MSCD Lot 83 (M)			X

**11 Recission of Motion 9 of the PBC EGM on 29th February 2024
(Agenda Item 5.11)**

**POLL VOTE
CARRIED**

Proposed by: PBC MN Molinia

RESOLVED that motion 9 of the PBC EGM on 29th February be rescinded. To be read in conjunction with Motion 12:

THAT the PBC members advise the PTBC members of their intention to seek:

1. A trial period of twelve months without an Independent Director on the SCCSL board, with a review before the end of the period to assess the effective operation of the board.
2. Should it be required, the board to consider, agree, and document a meritorious process for the selection and appointment of an Independent Director.
3. A rotating chairperson on the board that alternates between a PBC and a PTBC director on an annual basis with the first chair being the PTBC nominee, Stephen Anderson, who would commence in this position at the start date of the trial period.
4. In the spirit of openness and transparency, the SCCSL Secretary provides to the board members a brief monthly report summarising matters dealt with between the CEO and the Chairperson in between board meetings.

Yes	1139 62.48%
No	402 22.05%
Abstain	104 5.70%

178 LE not represented at the meeting

NOTE – Poll Vote called by Acting Chairperson

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia			X	Fuschia			
Adelia	X			Justicia		X	
Alpinia	X			Harpullia			X
Alyxia		X		Livingstonia	X		
Alphitonia		X		Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania		X	
Caladenia		X		Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia				Zieria	X		
Corymbia	X			MSCD Lot 20 (S)		X	
Darwinia	X			MSCD Lot 81 (S)		X	
Felicia	X			MSCD Lot 83 (M)		X	

Preamble Motion 12

Section 3 of Motion 9 (agenda item 5.9) be amended in response to many of the issues raised by the PBC Chairperson in the 6th March circular distributed to Sanctuary Cove residents (**see attached Item 12**). Stephen Anderson, PTBC Nominee Director, and Paul Donovan, Independent Director and Chairperson, were presiding board members of SCCSL during the period of concern.

Paul Donovan resigned in December 2023

12	PBC Intention to advise PTBC of guidelines regarding Independent Director (Agenda Item 5.12)	POLL VOTE CARRIED
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Proposed by: PBC MN Molina

RESOLVED that the PBC members advise the PTBC members of their intention to seek:

1. A trial period of twelve months without an Independent Director on the SCCSL board, with a review before the end of the period to assess the effective operation of the board.
2. Should it be required, the board to consider, agree, and document a meritorious process for the selection and appointment of an Independent Director.
3. A chairperson to be decided by the board with the first chair being a PBC nominee.
4. The SCCSL Secretary provides the board members with a brief monthly report including matters discussed by the CEO and the Chairperson in between board meetings.

Yes	1163 63.80%
No	406 22.27%
Abstain	76 4.17%

178 LE not represented at the meeting

NOTE – Poll Vote called by Acting Chairperson

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia			
Adelia	X			Justicia		X	
Alpinia	X			Harpullia			X
Alyxia		X		Livingstonia	X		
Alphitonia		X		Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island		X	
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia				Zieria	X		
Corymbia	X			MSCD Lot 20 (S)		X	
Darwinia	X			MSCD Lot 81 (S)		X	
Felicia	X			MSCD Lot 83 (M)		X	

13	Engagement of Grace Lawyers to advise the PBC on claim threatened by Lot 155 (Agenda Item 5.13)	ORDINARY RESOLUTION CARRIED
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Proposed by: PBC Chairperson

RESOLVED that the PBC engages Grace Lawyers at a fee estimate of \$2,800 – \$4,300 plus GST and disbursements (in accordance with the fee proposal circulated with the agenda) to provide it with advice and assist it in responding to correspondence prepared by Owners of Lot 155 threatening the commencement of a restitution claim against the PBC.

Yes	27
No	0
Abstain	0

NOTE:

MN for Schotia Island (WB) enquired into BW role within the company. DSTG advised she represents the company regarding legal matters and offers guidance to the PBC/PTBC.

CM asked to DSTG to provide a job description as there is confusion about BW's role.

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia			
Adelia	X			Justicia	X		
Alpinia	X			Harpullia	X		
Alyxia	X			Livingstonia	X		
Alphitonia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia				Zieria	X		
Corymbia	X			MSCD Lot 20 (S)	X		
Darwinia	X			MSCD Lot 81 (S)	X		
Felicia	X			MSCD Lot 83 (M)	X		

14 Authorisation of further legal expenditure (Agenda Item 5.14) ORDINARY RESOLUTION CARRIED

Proposed by: PBC Chairperson

RESOLVED that the PBC authorises further legal expenditure (as budgeted) up to the amount of \$15,000 plus GST and disbursements for Grace Lawyers to continue to progress the two proceedings on behalf of the PBC seeking compliance with the Residential Zone Activities By-laws by two owners located within Schotia Island (Lot 41) and Adelia (Lot 37).

Yes	27
No	0
Abstain	0

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia			
Adelia	X			Justicia	X		
Alpinia	X			Harpullia	X		
Alyxia	X			Livingstonia	X		
Alphitonia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia				Zieria	X		
Corymbia	X			MSCD Lot 20 (S)	X		
Darwinia	X			MSCD Lot 81 (S)	X		
Felicia	X			MSCD Lot 83 (M)	X		

15 Commencement of proceeding against Lot 41 for a failure to comply with a Referee's Order (Agenda Item 5.15)

**ORDINARY RESOLUTION
CARRIED**

Proposed by: PBC Chairperson

RESOLVED that the PBC authorises the commencement of proceedings under section 113 of the *Building Units and Group Titles Act 1980* (Qld) against Lot 41, for their failure to comply with a Referee's Order dated 30 June 2023 (reference 0470-2023).

Yes	27
No	0
Abstain	0

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia			
Adelia	X			Justicia	X		
Alpinia	X			Harpullia	X		
Alyxia	X			Livingstonia	X		
Alphitonia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia				Zieria	X		
Corymbia	X			MSCD Lot 20 (S)	X		
Darwinia	X			MSCD Lot 81 (S)	X		
Felicia	X			MSCD Lot 83 (M)	X		

16 Commencement of proceeding against Lot 37 for a failure to comply with a Referee's Order (Agenda Item 5.16)

**ORDINARY RESOLUTION
CARRIED**

Proposed by: PBC Chairperson

RESOLVED that the PBC authorises the commencement of proceedings under section 113 of the *Building Units and Group Titles Act 1980* (Qld) against Lot 37, for their failure to comply with a Referee's Order dated 7 June 2023 (reference 1012-2023).

Yes	27
No	0
Abstain	0

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia			
Adelia	X			Justicia	X		
Alpinia	X			Harpullia	X		
Alyxia	X			Livingstonia	X		
Alphitonia	X			Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia				Zieria	X		
Corymbia	X			MSCD Lot 20 (S)	X		
Darwinia	X			MSCD Lot 81 (S)	X		
Felicia	X			MSCD Lot 83 (M)	X		

6. Correspondence for Information

Item 2 – Correspondence regarding the chairs letter dated 6th March 2024:

- MN for Zieria (HM) indicated his anticipation for a response regarding the course of action to be taken. He had previously requested that the Director take the necessary steps against the involved parties.

The Acting Chair (CM) informed the PBC that actions had been taken in this regard, including informal discussions to determine the appropriate next steps. CM noted that the letter lacked the necessary information and evidence to substantiate the claims made.

Item 3 & 4 – Resignations from PBC EC:

- CM advised a formal response will be issued to both members soon, thanking them for their efforts on the Executive Committee and their support and representation of the SC residents.

Correspondence for Action

Landscaping and Security:

- MN for Tristania conveyed details of his meeting with Dale (CEO) and Mike Telea (Security Operations Manager) regarding landscaping and security concerns. He characterised the meeting as proactive, with valuable insights shared about the way forward to tackle these issues.
- CM proposed the idea of inviting SF (Facilities Manager) to participate in segments of the PBC EGM meetings to provide updates on facility-related matters. DSTG rejected this idea.
- DSTG informed the PBC that the landscaping contract is set to expire in October 2024. Any proposals or tenders will undergo review at subcommittee levels before being presented to the PBC for consideration.
- MN for Schotia Island inquired about the possibility of arranging a meeting with the Facilities team to address landscaping concerns in the park. DSTG expressed willingness to organise such meetings for MNs overseeing parks in their respective RBCs to come together and discuss these matters.

Off Leash Dog Area Paul Toose Park

- MN for Tristania proposed submitting a motion for the May PBC EGM to permit dogs to be off leashes at Paul Toose Park. He elaborated that, after consulting with the GCCC, residents could undergo a trial period to gauge reactions until the by-law officially permits this practice.
- MN for Schotia Island raised concerns about the negative impact of this proposal on residents. This includes disturbances caused by unleashed dogs in their backyard, as well as early morning walks with dogs barking and waking up residents who are still asleep. Additionally, some residents are reluctant to walk their own dogs due to fears of encountering unleashed dogs charging at them.
- CM raised a question regarding the feasibility of conducting a trial period in defiance of the By-law. While MNs have the prerogative to submit motions, it is important to consider the necessary supporting material to substantiate such motions.

Irrigation – Zieria:

- MN for Zieria inquired about the discrepancy between his letter being tabled at the PBC EC for consideration but omitted from the PBC EGM agenda.
- CM clarified that, as previously discussed over the phone, the committee necessitates additional details regarding the issue raised in the letter. Specifically, they require information on the number of precincts affected, the proposed plan moving forward, and associated costs.

7. Business Arising

- Banksia Lakes MN sought clarification regarding a rumour circulating about the removal of the wall at Vardon Lane and its replacement with a fence. DSTG confirmed that this rumour was unfounded, clarifying that the wall would indeed remain in place.
- Item 2 of CFA on PBC EGM agenda to be added to PBC EC 'Correspondence for Action' for consideration.
- CM conveyed the decision regarding PBC MN access to information and records. It was agreed this would take place electronically.
- Building approval applications are to be submitted to RBC committees for approval, before being submitted to the ARC for consideration.
- MN for Harpullia and PBC nominee director of SCCSL provided concise feedback from their recent board meeting, highlighting the current composition of four board members and ongoing discussions regarding the chairing of future meetings. One concern raised was the turnover of committee members leading to changes in board membership. They discussed governance reviews and agreed to provide brief updates to the PBC after each meeting. The board decided to outsource the role of Secretary to ensure efficiency for upcoming meetings. Additionally, they agreed to change the company's auditors, which will undergo a tender process. MNs were reminded to direct any questions to Stuart before May 2nd, 2024, in preparation for the SCCSL AGM scheduled for May 9th, 2024.
- CM shared feedback from Adelia MN regarding the Address gates, expressing gratitude towards SF and her team for their exemplary work. ***Annexure A attached.***
- The Manager of Body Corporate provided feedback concerning staff receiving passive-aggressive emails from residents. While the standard turnaround time for staff responses to emails is typically within 48 hours, there are instances where calls are received immediately after an email is sent, demanding an immediate response. Given the high workload inherent in the Body Corporate industry, prioritisation is necessary. The understanding and consideration shown by residents are greatly appreciated. Professional learning for staff to manage 'difficult clients and conversations' is a consideration for the future.
- MN for Schotia Island asked CM what the status was with the legal advice for S56. CM advised they had received some initial advice, however awaiting further information. By the next meeting CM will have a synopsis of this to present.
- MN for Schotia Island raised a question around hard copies of the agenda booklet and if they are still being sent out. JS confirmed moving to more electronic copies with the implementation of StrataVote next meeting. Agreed to still send hard copies of the agenda with minutes to all MN, however booklets will be downloaded by MN.

7.1 PBC Motions – May 2024:

- Tristania MN to submit a motion regarding dogs off leash at Schotia Island Park
- STBL for BW and DSTG to review and amend.

7.2 Town Hall Meeting MSCD:

- 8th May 2024 at 5:30pm is booked out, another date is currently being considered for June 2024.

7.3 Next meeting to be held Thursday 30 May 2024 @ 11:00.

MEETING CLOSED @ 12:57pm

Chairperson:

Annexure A

From: [Gary Simmons](#)
To: [Jodie Syrett](#)
Subject: The Address Gates and Fence
Date: Monday, 22 April 2024 11:08:08 AM

Jodie

Could you please minute on behalf of the Adelia Committee our sincere thank you to Shanyn Fox for her dedication, communication and organisation of the new fence, gates, stonework and landscaping of the entrance to The Address. It is now in keeping with the rest of Sanctuary Cove and looks absolutely amazing.

Well done Shanyn and her subcontractors.

Regards

Gary Simmons
Chair Adelia RBC

Motion 7

PBC

POLL VOTING CALCULATOR - Motion 7 Shuttle Buses

MEETING DATE 28/03/2024

STAGE	LOTS	ENT	MEMBERS PRESENT	VP	PROXY	VOTE COUNT
\$1	1	28	Michael Longes	VP		
\$2	2	41	Gary Simmons	VP		
\$2	3	39	Stephen Anderson	VP		
\$2	4	75	Dianne Taylor			
\$2	5	46	Stephen Anderson	VP		
\$2	6	55	No Rep at PBC		No Rep at PBC	
\$1	7	98	Caroline Tolmie			
\$2	8	50	Andrew Brown			
\$1	9	92	Richard Sherman			
\$2	10	31	Tony McGinty			
\$1	11	116	Peter Cohen	Proxy to BE		
\$1	12	104	Robert Nolan			
\$2	13	37	Shawlene Nefdt			
\$2	14	22	Jane Burke			
\$2	15	48	Stuart Shakespeare	VP		
\$2	16	19	Nabil Issa			
\$1	17	76	Paul Kernaghan			
\$2	18	48	Stephen Anderson	VP		
\$1	19	96	Brian Earp			
\$2	20	30	Cheryl McBride			
\$1	21	88	Nicholas Eisenhut			
\$1	22	65	Simone Hoyle			
\$2	23	113	Wayne Bastion			
\$2	24	78	Mark Winfield			
\$1	25	115	David Francis			
\$2	26	27	Peter Hay			
\$2	27	26	Hugh Martin			
\$2	28	110	Stephen Anderson	VP		
\$2	29	20	Mick McDonald	Proxy SA		
\$2	30	30	Stephen Anderson	VP		
	30	1823			2	0

UNFINANCIAL	ELIGIBLE TO VOTE	VOTING (LOTS)			POLL VOTE RESULTS				STD VOTE RESULTS				
		Yes	No	ABSTAIN	YES	NO	ABSTAIN	TOTAL	YES	NO	ABSTAIN	TOTAL	
	28		X			28				1	1		
	41	X			41					1			
	39	X			39					1			
	75	X			75					1			
	46	X			46					1			
	98	X			98					1			
	50		X			50					1		
	92		X			92					1		
	31	X			31					1			
	116		X			116					1		
	37		X			37					1		
	22		X			22					1		
	48	X			48					1			
	76			X			76					1	
	48	X			48					1			
	96		X			96					1		
	30	X	X		30					1			
	88	X			88					1			
	65	X			65					1			
	113		X			113					1		
	78	X			78					1			
	115	X			115					1			
	27	X			27					1			
	26		X			26					1		
	110	X			110					1			
	20	X			20					1			
	30	X			30					1			
0	1645	14	9	0	989	580	76	1645	17	9	1	27	
0				23	54.25%	31.82%	4.17%		62.96%	33.33%	3.70%		

SUMMARY

TOTAL MEMBERS AT MEETING 27
 TOTAL MEMBERS ELIGIBLE TO VOTE 27

LOTS PRESENT AT MEETING 1645
 TOTAL MEMBERS ELIGIBLE TO VOTE 1645

TOTAL ENTITLEMENTS ELIGIBLE TO VOTE 1645

YES	989	54.25%
NO	580	31.82%
ABSTAIN	76	4.17%
	1645	90.24%

NO VOTE ENT 178 9.76%

POLL SPECIAL DISSENT

CARRIED FAILED FAILED

4. ADDITIONAL BY-LAWS

A person shall not, at any time, drive a vehicle upon any road on the secondary thoroughfare unless at that time such person is lawfully entitled to drive that vehicle on a public road:

- (a) every person who lawfully occupies any land within a residential zone in the site is entitled to use the roads on the secondary thoroughfare;
- (b) save as aforesaid, no other person shall drive on or otherwise use the roads except with the permission of the Principal Body Corporate;
- (c) the said permission of the Principal Body Corporate shall not be unreasonably refused if it is requested by a lawful owner or occupier of land within a Residential Zone as defined in the Sanctuary Cove Resort Act 1985 (Qld);
- (d) the Principal Body Corporate may erect, maintain and cause to be operated gatehouses for the purposes of regulating or prohibiting with these by-laws and the Act;
- (e) the Principal Body Corporate may delegate to the operators of any such gatehouse or to any other person the function of deciding whether to grant such permission. Any such delegation shall not limit the power of the Principal Body Corporate to grant such permission. The Principal Body Corporate may revoke such delegation at any time;
- (f) any person who has the permission of the Principal Body Corporate or its delegate to drive or otherwise use the roads is entitled to do so to the extent of such permission;
- (g) any such permission may be limited in time, in the parts of the Secondary Thoroughfare which are roads or otherwise used, in the manner in which such driving or use may take place and in any other manner whatsoever;
 - (i) a vehicle of a service provider to a lawful owner or occupier of land within a Residential Zone may stand on any a part of the Secondary Thoroughfare between the hours of 7am – 5pm Monday – Friday, and 8am – 1pm on a Saturday (excluding public holidays);
 - (ii) unless approved otherwise by the Principal Body Corporate, a lawful owner or occupier of land within a Residential Zone must not park a vehicle or allow a vehicle to stand on any part of the Secondary Thoroughfare unless:
 - (1) The vehicle belongs to an invitee and is parked on a part of the Secondary Thoroughfare that has been clearly marked as a visitor car park; and
 - (2) The vehicles of the invitee must not be parked overnight from 6pm to 6am.
- (h) the Principal Body Corporate may revoke any such permission granted by it or its delegate at any time and such delegate may revoke any such permission granted by the Principal Body Corporate or such delegate at any time, provided that where such permission is given pursuant to the request of an owner or occupier of land within the site the, the Principal Body Corporate or delegate shall not unreasonably revoke such permission; and
- (i) for the purposes of the control, management, administration, use and enjoyment of those parts of the secondary thoroughfares that are inundated by water the provisions of the Queensland Marine Act 1985 (as amended) and its regulations shall apply to those parts of the secondary thoroughfare.

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**CORRESPONDENCE
FOR INFORMATION**

From: [Jodie Syrett](#)
To: [Jodie Syrett](#)
Subject: FW: April PTBC Motion 3_PBC Chair 26 email to MNs
Date: Wednesday, 22 May 2024 10:24:11 AM

----- Forwarded message -----

From: Stuart Shakespeare <chair.scove@yahoo.com>
To: Stuart Shakespeare <chair.scove@yahoo.com>
Sent: Thursday, 2 May 2024 at 11:20:54 am AEST
Subject: April PTBC Motion 3_PBC Chair 26 email to MNs

Dear Members Nominees

The Chairperson of the PTBC, Stephen Anderson has expressed concern about the wording of my email to you on 26 April 2024 about the April PTBC Motion 3 and how it may reflect poorly on the PTBC. I've been in communication with Stephen on this and can understand his concern. The content of my email is based upon an interpretation of the motion's wording that is not consistent with its intended meaning. I'm currently working through this with Stephen with the assistance of the PBC EC, and will advise you of the outcome in the near future.

Regards
Stuart Shakespeare
PBC Chairperson



8th May 2024

Ms Ingrid Cruse
Transmission via email: hello@thepilatessuite.com.au

Dear Ingrid,

REQUEST FOR A FAMILY RUN BUSINESS FROM HOME

We are writing to provide an update on the request for approval for a family run business from home if purchasing a home in Sanctuary Cove.

Despite the minutes still pending drafting and approval, we can confirm that following discussions in the PBC EC meeting held 11th April 2023 at 9:00am, it was decided by the committee that this request would be **denied**, keeping in line with the RZABLS where it clearly states:

4.1 Prohibition on Commercial Use

No part of a Lot may be used in any way (directly or indirectly) for any business, commercial, manufacturing, mercantile, storing, or vending purposes, or for any purposes which are not consistent with the Lot being used for the purpose of human habitation. This Part does not prevent the use of a Lot for professional and administrative occupations if:

- (a) There is no external evidence of the use; and*
- (b) The use is in conformity with all relevant legislation and government requirements; and*
- (c) The use is incidental to the use of the lot for the purposes of human habitation.*

Thank you for your understanding and cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact the office on (07) 5500 3333 or via email at psc@scove.com.au.

For and on behalf of
Sanctuary Cove Principal Body Corporate GTP 202

Dale St George
Chief Executive Officer
Sanctuary Cove Body Corporate Services Pty Ltd



8th May 2024

Mr Steven & Ms Alison McQuillan
2268 Banksia Lakes Drive
SANCTUARY COVE QLD 4212
Transmission via email: alison@wigwam.net.au

Dear Steven and Alison,

**REQUEST FOR RELAXATION ON THE REAR BOUNDARY SETBACK OF ONE METRE
PROPERTY: 2268 BANKSIA LAKES DRIVE, LOT 18 BANKSIA LAKES GTP 107278**

We are writing to provide an update on the request for relaxation on the rear boundary of one (1) metre.

Despite the minutes still pending drafting and approval, we can confirm that following discussions in the PBC EC meeting held 11th April 2023 at 9:00am, it was decided by the committee that this request would be **denied**, due to the recommendation of the Executive Architect and keeping in line with Stage 2 DCBLs where it states:

- (X) In Precinct 44,
(ii) Banksia Lakes Drive Lots 18-38, 5 metres from the Rear Boundary.

In your email dated 12th April 2024 you mentioned the neighbour obtained approval for their relaxation citing endorsement from the Golf Club through a letter. However, it's important to note that the Golf Club lacks the authority to approve relaxations under the DCBLs. Upon observing the neighbour's boundary, it seems that their boundary line is positioned somewhat askew, rather than being directly parallel to the golf course. These aspects could have been considered during the granting of the relaxation.

Thank you for your understanding and cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact the office on (07) 5500 3333 or via email at psc@scove.com.au.

For and on behalf of
Sanctuary Cove Principal Body Corporate GTP 202

A handwritten signature in black ink, appearing to read "Dale St George", with a horizontal line extending from the end of the signature.

Dale St George
Chief Executive Officer
Sanctuary Cove Body Corporate Services Pty Ltd



EMERGENCY MANAGEMENT PLAN

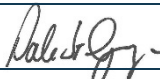
DOCUMENT REFERENCES

Document Number:	Document Owner:	Stored location:
OP200000	SCCSL & SCSSL	R:\7. Workplace Health and Safety\Emergency Management Plan

REVISION HISTORY

Version No#	Date	Author	Summary of Changes
1	May 2022	Sarah Thornhill	Initial Release / Replaces EMP PDF 5.10.21
2	August 2022	Sarah Thornhill	Amendment to Body Corporate Emergency Evacuation Assembly Points
3	January 2024	Shanyn Fox	Annual Review <ul style="list-style-type: none">• Addition of a Fire Safety installations checklist.• Clarification of Evacuation information definitions.• Update of code procedures and roles.• Specification of duties/responsibilities.• Outline of training and reporting requirements.• Detailing of emergency response systems and equipment.• Implementation of a thorough review and evaluation process.

APPROVAL

Name	Position	Signature	Date
Dale St George	CEO		05.04.24

DISTRIBUTION

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EMERGENCY MANAGEMENT PLAN

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EMERGENCY MANAGEMENT PLAN

SECTION 1 - GENERAL

Background

Sanctuary Cove Community Services Limited (“SCCSL”) and its wholly owned subsidiaries and related Bodies Corporate are together known as “Sanctuary Cove Services” and will herein be referred to as the “Company”.

Legislative References

The Emergency Management Plan has been developed in line with AS 3745-2010, Emergency Control Organisation and Procedures for Buildings, Structures and Workplaces, the *Work Health and Safety Act 2011*, the *Work Health and Safety Regulation 2011* and the *Building Fire Safety Regulation 2008*.

Purpose

To establish a comprehensive and structured framework that guides the Company’s response to unforeseen events, crises, or disasters and designed to safeguard the well-being of individuals, protect organisational assets, and maintain essential functions during emergencies.

Introduction

The leadership at SCCSL is fully committed to the safety of all individuals—employees, contractors, residents, and visitors—within our jurisdiction. Our paramount objective is to prevent injuries and mitigate health risks during their association with our organisation.

In pursuit of this commitment, the Emergency Management Plan plays a pivotal role by familiarising all employees with established emergency procedures. The plan is designed to ensure a secure, orderly, and prompt evacuation of the premises when necessary. It is imperative for all employees to be well-acquainted with these procedures, ensuring a swift and effective response while minimising potential risks.

In the dynamic landscape of business operations, preparedness for unforeseen emergencies is crucial. Our Emergency Management Plan serves as a strategic framework, placing the safety of our personnel, protection of assets, and maintenance of business continuity at the forefront during unexpected events. It outlines efficient protocols for responding to a spectrum of emergencies, ranging from natural disasters to technological incidents. Through collaborative efforts among employees, emergency responders, and relevant authorities, our aim is to reduce disruptions and facilitate a rapid recovery from potential setbacks.



EMERGENCY MANAGEMENT PLAN

SECTION 2 - EMERGENCY PLANNING/CONTROL

Emergency Planning Committee

The Emergency Planning Committee (EPC) is responsible for the documentation and maintenance of the Emergency Management Plan and consists of the senior Management team and the Work Health and Safety Representative (please refer to DF2. 701.1 - Names of WHS Committee Representatives and Emergency Wardens located within WHS Documents section on Safety Champion).

Emergency Control Organisation

The Emergency Control Organisation (ECO), which consists of Emergency Officers, is appointed by the EPC and is responsible for:

- Implementing actions prescribed in the Emergency Management Plan
- Emergency Procedures
 - ensuring that all employees within their area of responsibility are trained for their role in an emergency
 - reporting any matters likely to affect the viability of the Emergency Management
- Plan and Emergency Procedures
 - checking on the effectiveness of emergency systems and equipment

The ECO provides guidance to the management and employees to enable them to quickly and decisively respond to an actual or potential emergency which could threaten the safety of persons or property or significantly disrupt operations.

Emergency Officers

To access the list of Emergency Officers for the Company please refer to DF2. 701.1 - Names of WHS Committee Representatives and Emergency Wardens.

NOTE: If the emergency is site wide, the Security Operations Manager or the most senior Security employee in their absence shall be the Chief Warden.

Emergency Officers are responsible for ensuring that all employees are trained in the Emergency Management Plan and are aware of what to do in the event of a fire or another incident. Evacuation training must be conducted annually, with all new employees undergoing instruction within the first week of commencing employment.

This instruction should include:

- the procedure to be followed in the event of fire or other emergency evacuation
- the means of escape from the building
- the location and method of operation of firefighting equipment
- the location of Emergency Assembly Areas

Emergency Officers should also receive instruction in:

- their roles and responsibilities






EMERGENCY MANAGEMENT PLAN

- the operation of the fire alarm and evacuation system
- any special procedures required to manage the evacuation

Persons appointed as Emergency Officers should:

- be physically capable
- have leadership qualities and command authority
- have maturity of judgment, good decision-making skills, and be capable of remaining calm under pressure
- generally, work in the one area and should be a person whose duties do not require frequent absences from the building
- have clear diction and be able to communicate with the majority of occupants in their care

Title and Responsibilities	Emergency Hat
Chief Warden (White) Will take command during emergency situations and is responsible for the safety of occupants	
Deputy chief Warden (Red) Will act as the Chief Warden in the absence of the Chief Warden	
Floor/Area Warden (Red) Responsible for overseeing the safe evacuation of all persons from their assigned area/s	
Employees Will undertake tasks as directed by the Chief Warden	N/A
Security Services Emergency First Response/ First Aid Providers	N/A



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SECTION 3 - ROLES AND RESPONSIBILITIES

Chief Warden

The Chief Warden, often a key role in an organisation's emergency management structure, holds crucial responsibilities related to ensuring the safety and orderly evacuation of personnel during emergencies.

The duties of a Chief Warden typically include:

1. Immediately ascertain the nature and scope of the emergency
2. Determine the location of the incident and appropriate actions to be carried out
3. Direct and coordinate Emergency Control Organisation (ECO) and emergency response teams.
4. Conduct regular staff training sessions and drills for evacuation and emergency protocols.
5. Establish efficient communication channels for timely emergency information dissemination.
6. Interface with emergency services, if needed, for information exchange and coordination.
7. Activate ECO when necessary and oversee emergency response procedures.
8. Collaborate with Wardens for thorough and efficient evacuations.
9. Serve as the primary contact for emergency services, providing essential information.
10. Make critical decisions during emergencies, including evacuation and lockdown procedures.
11. Conduct post-incident debriefings with ECO to review response effectiveness.
12. Ensure proper documentation of all emergency incidents, lessons learned, and recommendations.
13. Provide ongoing training for Wardens and staff, ensuring organisational readiness.
14. Depending on the situation, initiate evacuation, and controlled entry procedures.

The Chief Warden must undergo appropriate training relative to the roles and responsibilities of the Emergency Officer, have a good knowledge of the building layout, and should be a person whose duties do not require frequent absences from the building.

Deputy Warden

The Deputy Chief Warden will perform the same roles and duties as the Chief Warden when required in their absence. The Deputy Chief Warden will therefore need to undergo the same training and have the same thorough knowledge of the premises.

The Deputy Chief Warden will assist the Chief Warden in ensuring the continuity of ECO activities, including evacuation exercises and debriefing.

In the event of an emergency, and when both the Chief Warden and the Deputy Chief Warden are onsite, the Deputy Chief Warden will assist the Chief Warden in the overall management of the incident through the following activities:

The duties of a Deputy Chief Warden typically include:



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1. Assist the Chief Warden in coordinating and implementing emergency response procedures.
2. Assume a leadership role in the absence of the Chief Warden, overseeing emergency response activities.
3. Facilitate communication between the Chief Warden, Area Wardens, and other emergency response teams.
4. Participate in the development and maintenance of emergency response plans and procedures.
5. Conduct training sessions and drills to ensure the readiness of the emergency response team.
6. Assist in conducting headcounts and maintaining accountability during evacuations.
7. Collaborate with the Chief Warden in communicating with emergency services, providing necessary information.
8. Participate in post-incident debriefings to evaluate the effectiveness of emergency response efforts.
9. Assist in documenting incidents and actions taken during emergency situations for analysis and improvement.
10. Provide guidance on evacuation routes and ensure the safe movement of personnel to assembly areas.
11. Verify the functionality of emergency equipment and report any issues to the Chief Warden.

Area Warden

The Area Warden directs and controls emergency procedures in their allocated area as directed by the Chief Warden. The Area Warden has the authority to evacuate their area of responsibility if they consider there is any danger to employees, contractors, residents, or visitors.

The Area Warden should have undergone training relative to the roles and responsibilities of the ECO and have a good knowledge of the layout of their area, particularly dedicated fire exits. The Area Warden should know the locations of, and be able to operate, manual call points, fire extinguishers, and hose reels.

The Area Warden should be a person whose duties do not require frequent absences from the building or their area of responsibility. They should be aware of any staff members with disabilities that might require special evacuation from the area so as not to slow an orderly evacuation.

The duties of an Area Warden typically include:

1. Actively engage in emergency response procedures and assist in executing evacuation plans.
2. Relay critical information to occupants and guide them towards emergency exits during evacuations.
3. Conduct headcounts to ensure all individuals have safely evacuated designated areas.



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4. Provide assistance to individuals requiring support during evacuations, ensuring their safe exit.
5. Collaborate with the Chief Warden to convey information about the status of the evacuation.
6. Regularly check and ensure the functionality of emergency equipment, such as fire extinguishers.
7. Guide personnel to designated assembly areas using established evacuation routes.
8. Assist in communication with emergency services if required, providing necessary information.
9. Participate in post-incident debriefings to review the effectiveness of emergency response efforts.
10. Document incidents and actions taken during emergency situations for future analysis and improvement.
11. Participate in regular training sessions and drills to enhance emergency response readiness.

CRO

Control Room Operators primary responsibility is to monitor and manage operations within the control room to ensure efficiency, safety, and adherence to protocols.

The duties of a CRO typically include;

1. Establishing communication protocols and systems for disseminating emergency alerts, instructions, and updates to personnel, residents, and relevant authorities during emergencies.
2. Continuously monitoring various systems, equipment, and processes within the control room to detect any abnormalities, alarms, or signs of emergency situations.
3. Responding promptly to alarms, alerts, or indicators of emergencies by initiating appropriate emergency procedures and notifying relevant personnel or authorities.
4. Operating control room equipment and systems effectively to support emergency response efforts, such as CCTV cameras, communication systems, alarm systems, and emergency notification systems.
5. Participate in regular training sessions and drills to enhance emergency response readiness.
6. Participating in post-emergency debriefings, reviews, and evaluations to identify lessons learned, areas for improvement, and opportunities to enhance emergency response capabilities for future incidents.



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Employee

As an integral part of our emergency preparedness efforts, every employee plays a crucial role in ensuring a safe and efficient response to unforeseen events. Your specific responsibilities within the Emergency Management Plan include:

The duties of an employee typically include:

1. Stay informed about emergency procedures outlined in the Emergency Management Plan.
2. Participate in any required training sessions or drills to familiarize yourself with evacuation routes, assembly points, and emergency equipment.
3. Respond promptly to alarms, notifications, or instructions from designated Emergency Response Team Members.
4. Follow evacuation procedures as directed, using designated exits and assembly areas.
5. Communicate any emergency situations or hazards immediately to the designated authorities or Emergency Response Team Members.
6. Keep personal contact information updated to facilitate communication during emergencies.
7. Prioritise safety and the safety of others by following established procedures and guidelines.
8. Avoid actions that may jeopardise personal safety or impede the evacuation process.
9. Report any injuries, concerns, or issues to the designated Emergency Response Team Members.
10. Cooperate with emergency responders and follow their instructions.
11. Remain vigilant even after evacuation. Be aware of your surroundings and follow any additional instructions provided by emergency personnel.

Security Services

The Security Control Room is manned 24 hours a day and responds to all initial emergency calls. Security will be dispatched by the Control Room in response to an emergency or a received alarm. As the safety of employees is of the highest priority, if the situation status is undetermined, the Security Control Room will place ECO members on standby by;

- Liaising with the Chief Warden, Security Services will assess the type of emergency and advise the Control Room Operator who will then contact Emergency Services, the Chief Executive Officer and the Security Operations Manager as required.
- Relevant emergency notifications to employees may also be sent via the SMS Notification System.
- Security Services, if required, shall seek additional assistance from Security at the time of the emergency to act as Wardens or assist with other duties, dependant on the nature of the incident.

Liaising with the Chief Warden, Security Services priorities will be:

- Where safe to do so, taking steps to contain and or control the hazard
- Checking to ensure that affected areas of the site have been evacuated



EMERGENCY MANAGEMENT PLAN

- Providing First Aid
- Liaising with and providing support to emergency services
- Ensuring the safety of persons on site
- Obtaining an accurate picture of the extent of the emergency
- Mitigating the impact of the emergency on operations and services
- Initiating post-incident recovery strategies
- Ensuring that evidence material to any post-incident investigation is not interfered with.



EMERGENCY MANAGEMENT PLAN

SECTION 4 - EMERGENCY RESPONSE SYSTEMS AND EQUIPMENT

A building emergency can develop from a number of causes.

To ensure the safety of all persons on site, it is essential to set out recommended procedures to follow and to have Emergency Officers trained in preparation for any of these emergencies.

Fire Indicator Panel

The Fire Indicator Panel (FIP) is located within the Security roundhouse adjacent to the Control Room Assistant office and only alerts for areas within the Security Roundhouse. The FIP is non-mandatory and does not report to the Queensland Fire Services.

When the FIP alarm sounds (signalled by an audible alarm), the Chief Warden is responsible for investigating the alarm's location or source by conducting a thorough walkthrough of the building.

If it is determined to be a false alarm, the Chief Warden has the authority to silence or isolate the system accordingly.

Fire Alarms

All employees should note that throughout the Body Corporate Office and Security Roundhouse, fire detectors are attached to the ceilings, and they detect fire through smoke detection and in a limited number of cases through heat detection.

If a detector is activated an alarm will sound ("beep beep beep"). This alarm primarily is to notify the Emergency Officers that they should investigate the cause of the alarm.

If the alarm is activated at the Body Corporate Office, Security will attend the scene to investigate.

It should be noted that the Body Corporate Office (Shop 1A Jabiru House) does contain several surrounding tenants in addition to the Company. Hence a fire alarm which can be heard throughout the Company offices may pertain to another tenancy of the building.

Whilst the alarm is sounding all employees should be on standby for evacuation. If at any time an employee feels they should evacuate to the Evacuation Assembly Area due to the sound of the Fire Alarm they are eligible to do so.

In summary, an alarm sounding does not require automatic evacuation of the building, however all employees should ready themselves for evacuation as a precautionary measure.

Extinguisher, Hose Reels and Fire Blankets

Several different Fire extinguishers are positioned throughout the Body Corporate Office and Facilities Compound and Security Roundhouse. It is essential for all employees to acquaint themselves with the location and operation of these extinguishers.

Fire hose reels situated outside the Body Corporate Office are designated for use exclusively by Security personnel or the Queensland Fire Service (QFS).



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Fire blankets are located in the Security Roundhouse kitchen and within each Security patrol vehicles.

Routine inspections of all firefighting equipment must be conducted in accordance with AS1851 Maintenance Of Fire Protection Systems.

Duress Alarms

The Body Corporate office has several duress buttons. These are located:

1. Under the reception desk (fixed)
2. Meeting Room 1- Outside to the left of the kitchen door (portable)
3. Hallway left of photocopiers/ adjacent to the Body Corporate team (portable)

In case of an emergency, an employee should activate the duress button. This will alert Security, who shall then respond accordingly.

To activate the duress signal both buttons need to be pressed simultaneously on the device.

Image 1: Fixed Duress



Image 2: Portable Duress



Should an employee accidentally activate a duress button, they should notify Security to advise of a false alarm immediately. *Note: Security Roundhouse does not have any Duress Alarms due to having CCTV surveillance.*



EMERGENCY MANAGEMENT PLAN

Evacuation Assembly Area – Body Corporate

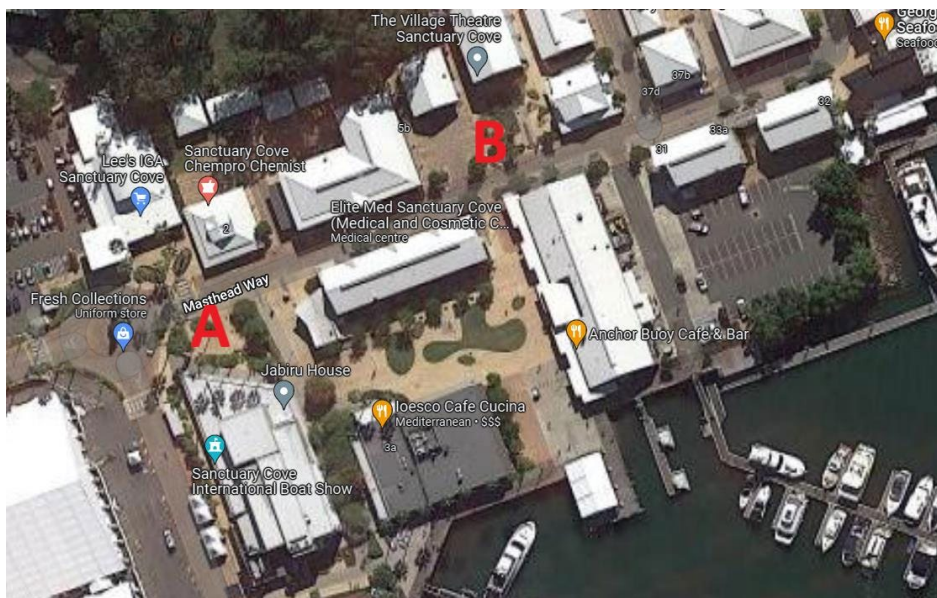
A - The Evacuation Assembly Area for the Facilities compound is located in front of the security gate to the left-hand side of the entry driveway.



Evacuation Assembly Area – Body Corporate

A - The Primary Evacuation Assembly Area for the Body Corporate Office is in front of Jabiru House opposite the IGA.

B- The Secondary Evacuation Assembly Area for the Body Corporate Office, which will be instructed by the Chief Warden if required, is on the grassed area outside of the Village Theatre.



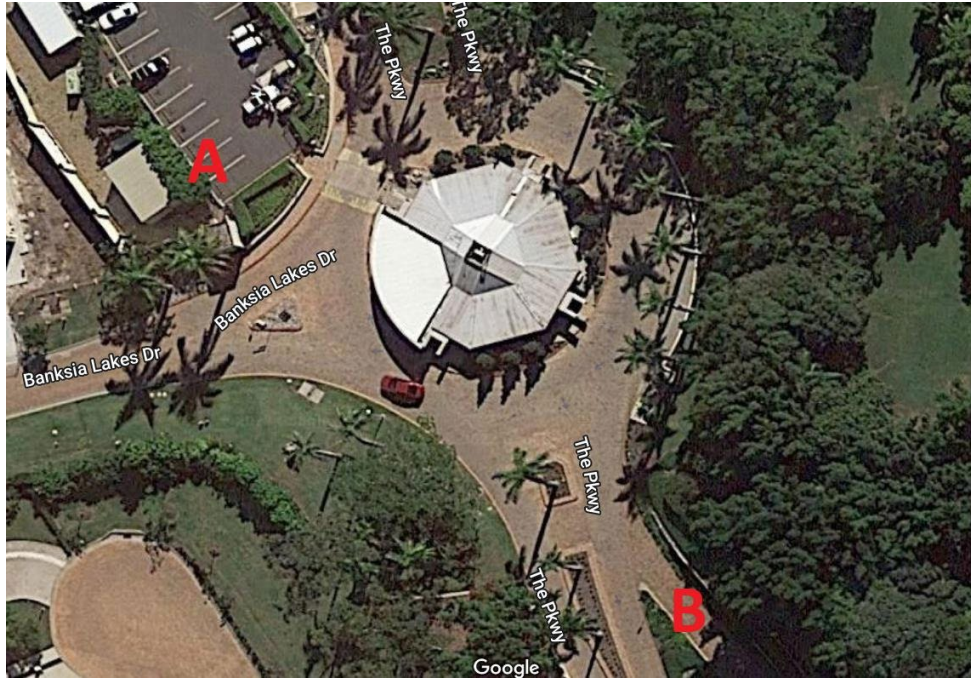


EMERGENCY MANAGEMENT PLAN

Evacuation Assembly Area – Security Roundhouse

A- The Primary Evacuation Assembly Area for the Security Roundhouse is in the carpark.

B- The Secondary Evacuation Assembly Area for the Security Roundhouse, which will be instructed by the Chief Warden if required, is in the slip lane on The Parkway.





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Please see below a list of fire safety installations for the SCCSL/SCSSL buildings and required special fire services applying to the building work

Fire Safety Installation	Installed?	
	YES	NO
Air Handling Systems		✓
Access panels through fire rated construction		✓
Emergency lifts		✓
Emergency lighting	✓	
Emergency power supply	✓	
Emergency warning and intercommunication systems	✓	
Exit Signage	✓	
Fire control centres	✓	
Fire curtains		✓
Fire dampers		✓
Fire detection/ Alarm system	✓	
Fire doors		✓
Fire extinguishers	✓	
Fire hose reels	✓	
Fire hydrants	✓	
Fire Mains		✓
Fire pumps		✓
Fire hydrant booster assembly	✓	
Fire sprinklers		✓
Fire sprinkler booster assembly		✓
Fire shutters		✓
Fire windows		✓
Protection of penetrations through fire rated construction	✓	
Smoke and heat venting systems		✓
Smoke exhaust system		✓
Smoke doorsets		✓
Solid core doors		✓
Special Automatic Suppression Systems (Gas, Powder etc.)		✓
Stairwell pressurisation systems		✓
Structural fire protection		✓
Systems required to have a fire resistance level		✓



EMERGENCY CODE RESPONSE PROCEDURES



CODE RED - FIRE (Body Corporate office)

On hearing the fire alarm (Code Red):

- 1. Cease Activities:**
 - Immediately halt all ongoing activities.
- 2. Check Immediate Area:**
 - Area wardens to conduct a swift assessment of the immediate area for any signs of fire or smoke.
- 3 Notification:**
 - The BC Chief Warden should promptly call the CRO at Ext 357 to verify whether fire or smoke has been detected.
- 4 Security Response:**
 - Upon receiving notification either by FIP panel notification or by BC Chief Warden, the Security Chief warden is to attend site.
 - The Security Chief Warden should inform the CRO of any updates to the Code, such as a Code Orange or required notification to emergency services.

Confirmation/Discovery of Fire/Smoke:

- 1. Cease Activities:**
 - Immediately halt all ongoing activities.
- 2. Check Immediate Area:**
 - Area Wardens are to conduct a swift assessment of the immediate area.
- 3 Notification:**
 - Area Wardens to locate and press the closest duress button.
 - The BC Chief Warden to immediately phone the CRO at Ext 357 to verify details of the detected fire or smoke.
- 5 Security Response:**
 - Upon receiving notification either by FIP panel notification or by BC Chief Warden, the Security Chief warden is to attend site.
 - The CRO is to notify Emergency Services
 - The CRO to send an SMS notification to all staff advising "CODE ORANGE" for evacuation.
- 6. Commence RACE (Remove, Alarm, Contain, Evacuate):**
 - Wardens to initiate the RACE protocol: See Code Orange

Upon controlling the incident, conduct a debriefing session with the Emergency Control Organisation (ECO) and relevant personnel to review and discuss the process and address any improvements or adjustments needed for future emergencies.



CODE RED - FIRE (Security Roundhouse)

On hearing the fire alarm (Code Red):

1. **Cease Activities:**
 - Immediately halt all ongoing activities.
2. **Check Immediate Area:**
 - The Area Warden/Security Officer is to conduct a swift assessment of the immediate area for any signs of fire or smoke.
3. **Security Response:**
 - Chef Warden to determine course of action
 - Chef Warden to advise CRO of any update to Code – i.e. code orange or notification to Emergency Services

Confirmation/Discovery of Fire/Smoke:

1. **Cease Activities:**
 - Immediately halt all ongoing activities.
2. **Check Immediate Area:**
 - The Area Warden/Security Officer is to conduct a swift assessment of the immediate area.
4. **Notification:**
 - The Area Warden/Security Officer is to notify CRO in person of smoke/fire
5. **Security Response:**
 - Chief Warden is to attend location of fire
 - Chief Warden to notify Emergency Services via mobile phone
 - CRO to contact the Executive Assistant and request for SMS notification to be sent to all staff advising "CODE ORANGE" for evacuation.
7. **Commence RACE (Remove, Alarm, Contain, Evacuate):**
 - Wardens to Initiate the RACE protocol - See Code Orange

Upon controlling the incident, conduct a debriefing session with the Emergency Control Organisation (ECO) and relevant personnel to review and discuss the process and address any improvements or adjustments needed for future emergencies.



EMERGENCY MANAGEMENT PLAN

CODE RED - FIRE (Facilities Compound)

Refer to Seymour Consultants Fire Safety Evacuation Plan 13-02-2024

Confirmation/Discovery of Fire/Smoke:

If a fire is discovered

1. Cease Activities:

- Immediately halt all ongoing activities.

2. Notification - If there is any doubt regarding whether there is a fire situation, the Fire Service should still be called.

- Ring 000.
- Ask for the fire service and provide details of the fire and/or emergency.
- Provide details of the buildings physical address
- Employee to immediately phone the CRO at Ext 357 to verify details of the detected fire or smoke.

3 Security Response:

- Upon receiving notification, the Security Chief warden is to attend site.
- The CRO to send an SMS notification to all staff advising "CODE ORANGE" for evacuation.

4 Attempt to extinguish the fire if safe to do so –

- If the fire is small enough, use a nearby fire extinguisher to control and extinguish the fire.

Do not fight the fire if the following conditions exist:

- You have not been trained or instructed in using a fire extinguisher
- You don't know what's burning
- The fire is spreading rapidly
- You don't have the proper equipment
- You find your back to an exit
- The fire might block your means of escape
- You might inhale toxic smoke
- Your instincts tell you not to do so

If the first attempts to put out the fire do not succeed, evacuate the building immediately

5 Commence RACE (Remove, Alarm, Contain, Evacuate):

- Initiate the RACE protocol: See Code Orange as shown on the evacuation diagrams.
- Meet the Fire Service on arrival & inform them of the situation. If the fire has been extinguished, the Fire Service will still attend.

Upon controlling the incident, conduct a debriefing session with the Emergency Control Organisation (ECO) and relevant personnel to review and discuss the process and address any improvements or adjustments needed for future emergencies.



CODE ORANGE - EVACUATION

If instructed to evacuate (Code Orange) by the Chief Warden/Area Wardens, the below staged evacuation must be initiated.

Note: Area Wardens are responsible for guiding all employees, contractors, residents and visitors to the nearest emergency exits and toward the closest Emergency Assembly Area.

1. Evacuation Procedure:

- Initiate the RACE protocol and direct all individuals to evacuate to the designated external assembly area.

Remove: Evacuate individuals from the vicinity of the fire or immediate danger.

Alarm: Activate the fire alarm system or notify appropriate authorities.

Contain: Close doors to contain the fire (if possible and safe to do so).

Evacuate: Begin evacuation through designated exits.

2. Head Count Confirmation:

- Area Wardens should ensure that all areas are cleared, confirming the evacuation of all individuals.
- Chief Warden is to utilise the Humanforce app, Master List of Employees to conduct and verify the Head Count at the Emergency Assembly Area.
- Facilities Services Manager (FSM) is to execute the WolEvac event on mobile devices, selecting all individuals and generating an "Are you safe?" request.

3. Reporting Missing Persons:

- The buildings Chief Warden is to relay the head count details, including any missing persons from the Emergency Assembly Area to the Security Chief Warden. Via mobile phone (if not in person)

4. All Clear Protocol:

- Re-entry into the building/area is permitted only upon receiving the "All clear" signal from the Chief Warden.

Upon controlling the incident, conduct a debriefing session with the Emergency Control Organisation (ECO) and relevant personnel to review and discuss the evacuation process and address any improvements or adjustments needed for future emergencies.



CODE PURPLE - BOMB/CHEMICAL THREAT

In the event of receiving a Bomb/Chemical Threat (Code Purple):

1. Immediate Response:

- If a Bomb Threat is received, the person answering the call must keep the caller on the line and consult the "Bomb Threat Checklist." DO NOT disconnect the call.

2. Activation of "CODE PURPLE":

- Notify Security promptly by activating the duress button.
- The individual receiving the threat should inform another employee of the potential danger – advising "CODE PURPLE."
- The second employee notified will alert the CRO via Ext 357 of a "CODE PURPLE."

3. Security Notification:

- Security will respond immediately and inform the Chief Warden and emergency services.
- The CRO will broadcast an SMS notification to all staff.

4. Information Recording:

- Record the details on the "Bomb Threat Checklist." Via Safety Champion incident report.
- Do not engage in confrontation or provoke the caller.

5. Information Review and Evacuation:

- The Chief Warden and Security will review the information provided by the caller and identify any unusual items in the area.
- If an item is discovered, DO NOT touch it; instead, evacuate individuals from the area.

6. Emergency Services Coordination:

- Await the arrival of emergency services.
- The Chief Warden and Security will coordinate with emergency services, following their instructions closely.

7. Debriefing After Resolution:

- Once the situation is resolved, conduct a thorough debriefing with all parties involved.
- Document the debriefing for future reference and improvement of emergency response procedures. – Via Safety Champion incident report.



EMERGENCY MANAGEMENT PLAN

Suspicious Mail Items

A biological threat presents a unique challenge akin to a bomb threat, introducing the potential for health implications in the near and long term. Individuals must exercise heightened caution and vigilance when handling mail to mitigate exposure to such threats.

Identifying Suspicious Mail Items: Be vigilant and cautious when handling mail. Characteristics of suspicious packages and letters may include:

- Powdery substance on the outside
- Excessive postage
- Foreign stamps or postmarks
- Handwritten or poorly typed addresses
- Incorrect titles
- Title but no name
- Misspellings of common words
- Oily stains, discolorations, or odours
- No return address
- Excessive weight
- Lopsided or uneven envelope
- Protruding wires or aluminium foil
- Excessive security material such as masking tape, string, etc.
- Restrictive markings, e.g., "Personal and Confidential"
- Postmark city or state not matching the return address

Dealing with Suspicious Mail Items: If you encounter a suspicious mail item, follow these steps:

1. If the item is addressed to a specific staff member, consider calling them to enquire if they are expecting such a mail item.
2. If the item has a return address or company logo, consider calling that party to identify the item.
3. Based on these investigations, make an informed decision whether to open the mail item or not.
4. If the item is deemed too high risk to open, immediately notify the Chief Warden and Security Services.



CODE BLUE - MEDICAL EMERGENCY

In the event of a Medical Emergency (Code Blue):

1. **Assessment of Immediate Danger:**
 - Check for potential danger in the immediate area.
 - Assess the person for any signs of response.
2. **Security Notification:**
 - Notify Security promptly by either pressing the duress button or calling 07 55003355, choosing Option 1 for EMERGENCY if off-site.
 - Security will notify Emergency Services and respond to the required location.
3. **Pre-Security Arrival Procedures:**
 - While awaiting Security's arrival, position the person flat or as required.
 - Open and clear the person's airway.
 - Check for signs of breathing.
4. **CPR Procedure (if necessary):**
 - If the person is not breathing, commence CPR with 30 compressions followed by 2 breaths.
5. **Post-Incident Debriefing:**
 - Upon completion of the medical emergency code, Security will conduct a debriefing session with all individuals involved.
 - Record the incident within the appropriate reporting system documentation and future reference.



CODE BLACK - PERSONAL OR PHYSICAL THREAT

In the event of a Personal or Physical Threat (Code Black):

1. Initial Response:

- If faced with a personal or physical threat, attempt to defuse the situation.
- If unable to defuse the situation, seek assistance from a direct Supervisor or Manager.
- If the situation remains unresolved, request assistance from Security for intervention.

2. Security Activation:

- Notify Security promptly by either pressing the duress button or calling 07 55003355, selecting Option 1 for EMERGENCY if off-site.
- Security will inform Emergency Services and proceed to the required location.

3. Security Control of Incident:

- Security will attend the scene and take control of the incident until the threat is neutralized.

4. Incident Reporting:

- Security will document the incident, completing an incident report, using appropriate reporting system.
- The incident report will be forwarded to the Emergency Control Organisation (ECO)

5. Debriefing Post-Incident:

- After concluding the Code Black incident, Security will organise a debriefing session involving all individuals involved.
- Record the outcomes of the debriefing session and incorporate lessons learned for future reference and improvement.



CODE WHITE - ACTIVE SHOOTER

In the event of an active shooter (Code white):

1. **Notification to Security:**
 - If aware of an active shooter, promptly notify Security by activating the duress button.
2. **Security Protocol:**
 - Upon notification, Security will promptly inform Emergency Services and send an SMS notification to all staff.
3. **Evacuation Procedure:**
 - If there is a safe escape path, immediately leave the area.
 - Assist others in evacuating if/where possible.
4. **Hide in Secure Location:**
 - If unable to escape, find a secure place to hide, ideally out of sight.
 - Lock or block any doors for added security.
 - Silence phones, turn off lights, and maintain quiet and calm conditions.
5. **Take Action/Fight (Last Resort):**
 - As a last resort and only if in imminent danger, consider taking action to disrupt and incapacitate the shooter.
6. **Follow Additional Instructions:**
 - Adhere to any additional instructions provided by Security or emergency personnel.
7. **Wait for Emergency Services:**
 - Await the arrival of Emergency Services and follow their guidance.
8. **Post-Incident Procedures:**
 - After the situation is under control, Security will conduct a debriefing session with all individuals involved.
 - Record the incident and outcomes in the appropriate reporting system.
 - Incorporate lessons learned for future reference and improvement in emergency response protocols.



CODE YELLOW - INTERNAL EMERGENCY

In the event of a Power Failure/Outage:

- 1. Power Outage Check:**
 - Check the Energex website for information regarding power outages in the area.
- 2. Office Closure Decision:**
 - Depending on the anticipated duration of the outage, the CEO may decide to close the office.
- 3. Staff Notification:**
 - CRO to send SMS notifications to all staff and affected residents as updates become available.
- 4. Follow Additional Instructions:**
 - Adhere to any additional instructions provided by the CEO or designated authorities.
- 5. Post-Outage Procedures:**
 - After power is restored, conduct a debriefing session as needed.
 - Document the incident and outcomes in the appropriate reporting system.

In the event of a System Failure (server/software):

- 1. System Failure Notification:**
 - If a system failure occurs, contact the designated person for IT support.
- 2. IT Support Investigation:**
 - The IT support person will investigate and escalate the issue to IT and Security Technology support consultants, Cybernet (07 5526 4595) or SAS (0412 708 096)
- 3. CEO and Staff Update:**
 - The IT support person will provide updates to the CEO on the expected downtime and notify all staff via SMS.
- 4. System Restoration:**
 - Once systems are back online, the IT support person will furnish a summary to the CEO.



EMERGENCY MANAGEMENT PLAN

In the event of a Phone/Internet Failure/Outage :

1. **Phone/Internet Failure Notification:**
 - Via mobile the employee contacts the IT support person and advises details of outage/failure.
2. **IT Support Investigation:**
 - The IT support person will investigate and escalate the issue to support consultants, Cybernet (07 5526 4595) or Call Central (07 5667 3385).
3. **CEO and Staff Update:**
 - The IT support person will provide updates to the CEO on the expected downtime and notify all staff via SMS
4. **System Restoration:**
 - Once phone and internet systems are back online, the IT support person will provide a summary to the CEO.



EMERGENCY MANAGEMENT PLAN

CODE BROWN - EXTERNAL EMERGENCY

In the event of Hazardous weather (storm, tornado, earthquake, flooding)

Preparation (where possible)

- 1. Risk Assessment:**
 - Identify potential storm risks specific to the location.
 - Assess vulnerabilities of your facility and critical systems.
- 2. Emergency Response Team:**
 - Chief Warden to establish emergency response team.
 - Assign specific roles and responsibilities.
- 3. Communication Plan:**
 - Develop a communication plan with primary and secondary methods of communication.
 - Establish a chain of command for communication
- 4. Emergency Supplies:**
 - Maintain an emergency kit with essential supplies.
 - Ensure all employees are aware of the location of emergency supplies.

During hazardous weather event:

- 1. Monitor Weather Alerts:**
 - Keep track of weather alerts and updates.
 - Designate someone to monitor official weather channels.
- 2. Activate Emergency Response Team:**
 - If a hazardous weather is imminent, activate the emergency response team.
 - Ensure communication lines are open.
- 3. Facility Shutdown:**
 - If necessary, initiate a facility shutdown or evacuation plan.
 - Secure critical equipment and documents.
- 4. Employee/Residents Safety:**
 - Adhere to any additional safety guidance provided by Security Services or Emergency Personnel.
 - Instruct personnel on safety procedures, including seeking shelter indoors.
 - Designate safe areas within the resort.
- 5. Await Instructions:**
 - Stay in your sheltered position and await further instructions from the Chief Warden or Security Personnel.
- 6. Emergency Services Guidance:**
 - Follow any additional guidance or instructions provided by emergency services.
 - Keep calm and stay informed about the situation. Listen for updates from official channels and be prepared to follow any additional safety measures.



EMERGENCY MANAGEMENT PLAN

- Monitor Weather Alerts, Keep track of weather alerts and updates. Designate someone to monitor official weather channels.

After the hazardous weather event:

1. **Assessment:**

- Once the hazardous weather has passed or authorities provide the "All clear," reassess the situation before leaving your shelter. Ensure it is safe to move and follow any further instructions.
- Assess the extent of damage to the facility.
- Check the condition of critical infrastructure.

2. **Post Event Communications:**

- Update employees and residents on the status of operations and safety measures.
- Communicate with local authorities and emergency services.

3. **Recovery and Restoration:**

- Initiate recovery procedures to resume normal operations.
- Coordinate with necessary services for facility restoration.

4. **Post-Incident Debriefing:**

- After the hazardous weather incident is resolved, participate in any debriefing sessions organised by emergency management personnel. Share any relevant information or experiences to contribute to ongoing safety improvements.

In the event of a gas main leak:

1. **Notification Procedure:**

- Upon discovering or receiving information about a gas leak, promptly contact Security via phone at 07 5500 3355, selecting Option 1.

2. **Security Action:**

- Security will follow the Operations Call Out Procedure and contact the relevant gas company using the established call-out list.
- If necessary, Security will send an SMS notification to all essential staff, including those working during business and after-hours.

3. **Evacuation and Emergency Services:**

- Security will initiate an evacuation of the affected area and, if required, notify Emergency Services.

4. **Documentation:**

- Properly document the incident within the appropriate reporting system for thorough reporting and analysis.



CODE GREEN - ARMED ROBBERY

In the event of an armed robbery;

1. **Remain Calm:**
 - If confronted during an armed robbery, stay calm and composed.
2. **Follow Instructions:**
 - Adhere to the instructions given by the perpetrators without resistance.
3. **Observe and Remember:**
 - Take note of any distinguishing features of the individuals involved.
4. **Emergency Notification:**
 - Activate the duress button to notify Security promptly.
5. **Security Response:**
 - Security will, in turn, alert Emergency Services and respond to the situation.
6. **Repeat Notification if Necessary:**
 - If circumstances allow, activate the duress button again to ensure a swift and comprehensive response.
7. **Cooperate with Authorities:**
 - Provide all gathered information to the police and cooperate fully with their investigation.
8. **Post-Incident Review:**
 - Participate in any post-incident debriefing sessions organized by security personnel or management.

Remember, personal safety is the top priority in such situations, and cooperation with authorities helps ensure a smoother resolution.



EMERGENCY MANAGEMENT PLAN

SECTION 5 - TRAINING

EPC Training

Training provided annually to EPC members to enable them to competently execute their obligations should address, but not necessarily be limited to, the following:

- Developing, managing, and maintaining an emergency plan
- The duties of the EPC as described in the Emergency Management Plan
- The duties of Security Services as described in the Emergency Management Plan
- The conduct of site-specific emergency identification and analysis
- Establishing and managing an ECO and appropriate documentation/ assessment activities
- The development and implementation of emergency exercise training activities
- Emergency mitigation, emergency preparedness and emergency prevention
- The installation and regular maintenance of fire safety systems, such as sprinkler systems, fire doors and installed emergency communications, notifications, and warnings

ECO Training

All ECO members shall be trained to develop the skills and knowledge necessary to undertake the duties set out in the Emergency Management Plan and emergency response procedures.

The annual training shall address, but not necessarily be limited to, the following:

- The duties of the ECO as described in the Emergency Management Plan
- Procedures for the specific emergencies contained in the Emergency Management Plan
- Responding to alarms and reports of emergencies
- Reporting emergencies and initiating the installed emergency warning equipment
- Communication during emergencies
- Pre-emergency and post-emergency activities
- The use of installed emergency response equipment

Chief Warden, Deputy Chief Warden, and Warden Training

In addition to the annual training for all ECO members, persons appointed to the positions of Chief Warden, Deputy Chief Warden, and Area Warden, shall have additional training, including but not limited to the following:

- Their role and responsibility within the Emergency Management Plan
- Duties of the EMP
- Duties of Security Services
- Coordination of communications during emergencies including the use of any installed specialised communications equipment
- Coordination of evacuation activities
- Implementation of post-emergency activities in accordance with the Emergency Management Plan



EMERGENCY MANAGEMENT PLAN

Records and Storage

Properly recording and storing training records and evidence is essential to ensure efficient management and accessibility of critical information and guarantees:

Accessibility: Authorised personnel can access training materials from anywhere, enabling them to review content as needed, even during emergencies or while working remotely.

Version Control: That users always have access to the most up-to-date training materials and records, preventing confusion caused by outdated documents.

Audit Trail: An audit trail of document access and modifications offers transparency and accountability regarding who has viewed or edited training materials/records.

Compliance: Properly recorded and stored training evidence allows the company to demonstrate compliance with regulatory requirements during audits or inspections, reducing the risk of penalties or legal consequences.

Legal Protection: In the event of a lawsuit or legal dispute, accurate and up-to-date training records serve as evidence of due diligence and compliance with industry standards, safeguarding the company from liability and potential financial loss.

Quality Assurance: Training records provide a documented history of employee education and skills development, ensuring that employees receive the necessary training to perform their jobs safely and effectively, thus maintaining quality standards and reducing operational risks.

Safety and Risk Management: By maintaining training records, the company can track employee competency levels and identify any training gaps that need addressing to maintain a safe work environment and reduce the risk of accidents or incidents, which is crucial for protecting both employees and company assets.

Continuous Improvement: Analysing training records over time allows the company to identify trends, areas for improvement, and opportunities to enhance training programs, facilitating continuous improvement efforts, and ensuring that training initiatives remain effective and relevant to evolving business needs.

SCCSL/SCSSL training records/evidence are stored in a digital repository located at R:\7. Workplace Health and Safety\Training Evidence



EMERGENCY MANAGEMENT PLAN

SECTION 6 - EMERGENCY RESPONSE EXERCISES

Emergency management plan exercises should occur during operational hours to test the response of all personnel with the objective to evaluate responses, identify and rectify deficiencies, and enhance emergency preparedness.

Observers document actions using the Observers Checklist found on Safety Champion.

Annual training sessions and continuous awareness campaigns are crucial. Regular drills familiarise personnel with the plan, reinforce roles, and improve response skills, fostering a culture of safety and resilience.

Fire and Evacuation Training

To ensure both Emergency Officers and the remaining building occupants are thoroughly familiar with what is expected of them during a fire or emergency evacuation, training must be conducted annually for all buildings, involving an appropriate number of personnel, and executed in a suitable manner. Importantly, these practices must also be recorded.

Documentation of training sessions serves as tangible evidence of compliance with safety regulations and organisational policies.

The first exercise should be used to ensure procedures set down are workable. In planning an exercise, brief all personnel on the following:

- the identity of the Emergency Officers
- the alarm system, and the preferred method of reporting emergencies
- the actions to be taken in response to alarm signals
- the evacuation routes they are to take
- the assembly areas
- calling the roll
- what is required at the completion of the exercise

Some points to be considered when planning evacuation exercises are:

Timing

- The exercise should be timed so as to involve all staff in the building, but to minimise disruption to work programs.

Warning

- Exercises conducted without warning are useful but can create problems. For the first one or two, it is normally best to warn all personnel in advance and to treat it as a learning experience. Later, once staff have experienced one or two exercises, it may be possible to conduct a no warning exercise. If you do this, be careful not to create panic. Once the alert is sounded it is wise to notify employees that it is an exercise.



EMERGENCY MANAGEMENT PLAN

Location of Simulated Fire

- Decide carefully where to locate the simulated fire so that it contributes to the exercise rather than causing confusion. Be practical – select an area that could be considered a possible source of fire.

Observers

- If you are to gain any value from an exercise, you must analyse it to identify any shortcomings. To do this you will need people to act as observers, utilising the Observer's Checklist found on the Safety Champion.

As soon as possible after an exercise, hold a debriefing. Staff can become frustrated when, after having taken part in an exercise, that they don't receive feedback on their performance. Gather participants and observers to discuss any problems encountered and suggestions for improvement.

Do not use the debrief to embarrass or criticise individuals, an exercise should be a test of the evacuation system rather than of individuals.

The most important aspect of an exercise is finding out what is wrong with the fire and evacuation plan before you have to use the plan in a real emergency.

Frequency

- Training and evacuations practices will be run annually every 12 months
- Mock codes will be run intermittently through business areas to ensure staff understand the processes.



EMERGENCY MANAGEMENT PLAN

SECTION 7 - REVIEW AND EVALUATION

Regular review and evaluation of an organisation's emergency management plan is crucial to ensure its effectiveness and responsiveness to evolving risks. The process involves a comprehensive examination of the plan's components, identification of potential gaps or weaknesses, and the implementation of necessary updates.

The Emergency Plan and associated elements developed to meet the requirements of AS 3745-2010, Emergency Control Organisation and Procedures for Buildings, Structures and Workplaces, shall be inspected, tested, and reviewed annually

The Emergency Management plan will also be reviewed

- Following any emergency that impacts the workplace
- Following drills where the need for change is evident
- Where there are major structural changes or other changes that affect the ability of the plan to be implemented

Any deficiency in the Emergency Management Plan or associated elements shall be reported to the EPC immediately.

Communication

Checks of the communication system shall be carried out on an annual basis or as determined by the EPC.

Review Process

The first step in the review process is to assemble the ECO responsible for plans oversight. The team will conduct a thorough examination of the existing plan, evaluating its alignment with current industry standards, legal requirements, and the organisation's specific needs.

During the review, the team assesses the plan's clarity, completeness, and relevance. It considers feedback from any recent drills, exercises, or actual incidents to identify areas for improvement. Additionally, the team reviews incident trends, emerging threats, and lessons learned from both internal and external sources to inform updates.

Plan Maintenance

Following the review, the team initiates necessary updates and improvements to the Emergency Management Plan. This may involve revising contact information, updating evacuation procedures, incorporating lessons learned from recent incidents, and enhancing communication protocols. It is crucial to ensure that all stakeholders are aware of the changes and that training sessions are conducted to familiarise personnel with the updated procedures.

Regular maintenance also includes the revision of roles and responsibilities, ensuring that personnel are aware of their duties during emergencies. Moreover, the team updates contact lists, emergency supply kits, and evacuation routes as needed. The plan should be adaptable to changing circumstances, and continuous improvement is key to its overall effectiveness.



EMERGENCY MANAGEMENT PLAN

SECTION 8 - REPORTING AND RECORDING

Accurate and timely reporting and recording are integral components of an effective emergency management system. In the aftermath of an incident, thorough documentation is crucial for assessing the response, identifying areas for improvement, and meeting regulatory requirements. Reporting mechanisms should be clear, accessible, and structured to capture critical information, including the nature of the incident, response actions taken, and outcomes.

Reporting begins with the immediate notification of the incident to designated authorities, such as emergency response teams, security personnel, or management. Following the initial notification, a systematic approach to recording the incident details is adopted. This includes creating incident reports that chronicle the timeline of events, actions taken, and any deviations from the established emergency management plan.

Furthermore, clear communication channels are established to facilitate the reporting process. Employees are encouraged to promptly report incidents or potential risks, fostering a culture of transparency and accountability within the organisation. The reported information is then compiled, analysed, and utilised during the review and maintenance phases of the emergency management plan.

Effective reporting and recording not only fulfill regulatory compliance but also serve as valuable tools for continuous improvement. By learning from past incidents, organisations can refine their emergency response strategies, update protocols, and enhance overall preparedness. This cyclical process of reporting and recording ensures that the emergency management system remains resilient and adaptive, fostering a safer environment for all stakeholders.



EMERGENCY MANAGEMENT PLAN

SECTION 9 - DEFINITIONS

SCCSL	Sanctuary Cove Community Services Limited
SCSSL	Sanctuary Cove Security Services Limited
CEO	Chief Executive Officer, responsible for making major decisions, managing the overall operations and resources, and acting as the main point of communication between the board of directors and corporate operations.
Senior Management Team	Typically refers to a group of high-level executives within an organization who are responsible for making strategic decisions, setting goals, and overseeing the overall direction of the company.
Emergency	A sudden, unforeseen event that requires immediate action to protect life, property, or the environment.
Emergency Management	The process of preparing for, responding to, recovering from, and mitigating the impacts of emergencies or disasters.
Evacuation	The organised and controlled movement of people away from a threat or hazard to a safer location.
FSM	Facilities Services Manager oversees the management and operations of facilities within the organisation
Fire Safety Installation	Refers to a system or combination of systems installed within a building or structure to detect, control, and mitigate the spread of fires, as well as to protect occupants and property.
Hazard	A potential source of harm or adverse effect on people, property, or the environment.
Risk	The likelihood of a hazard causing harm, combined with the severity of that harm

SECTION 10 - DOCUMENT REFERENCES

- QP100063 - Control of Documented Information Procedure.
- DF2. 701.1 - Names of WHS Committee Representatives and Emergency Wardens

ALYXIA BODY CORPORATE GTP 107456

A part of the Sanctuary Cove Resort Community



13th May 2024

Dear Lot Owners,

As you may already know, at the Annual General Meeting for your Body Corporate a motion is put forward appointing an Owner to serve as the representative of Alyxia at meetings of the Principal Body Corporate (also known as a Member's Nominee).

In recent years, Mr Stephen Anderson has held the position of Member's Nominee for your Body Corporate. However, in accordance with section 24A of the *Sanctuary Cove Resort Act 1985* (Qld), Mr Anderson can no longer hold that position as he is an associate of the original owner and more than 50% of the lots within your body corporate are no longer owned by the original owner.

Given this, we are now calling for Expressions of Interest from owners who may wish to become the Member's Nominee and represent Justicia at meetings of the Principal Body Corporate.

The role of a Member's Nominee is set out in section 24 of the *Sanctuary Cove Resort Act 1985* (Qld) and a copy of the that section has been attached for your perusal.

If you are interested, we kindly request that you submit your nomination by 4pm on Wednesday, 15th May 2024.

All nominees will then be added to the agenda of the upcoming EGM for voting. Once a decision is made, we will proceed to send out paperwork to officially appoint that person to the position of Member's Nominee to the Principal Body Corporate.

Sincerely,

For and on behalf of Alyxia Body Corporate

Julie Lawson

Body Corporate Manager

Sanctuary Cove Body Corporate Services Pty Ltd

JUSTICIA BODY CORPORATE GTP 107472

A part of the Sanctuary Cove Resort Community



13th May 2024

Dear Lot Owners,

As you may already know, at the Annual General Meeting for your Body Corporate a motion is put forward appointing an Owner to serve as the representative of Justica at meetings of the Principal Body Corporate (also known as a Member's Nominee).

In recent years, Mr Stephen Anderson has held the position of Member's Nominee for your Body Corporate. However, in accordance with section 24A of the *Sanctuary Cove Resort Act 1985 (Qld)*, Mr Anderson can no longer hold that position as he is an associate of the original owner and more than 50% of the lots within your body corporate are no longer owned by the original owner.

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All nominees will then be added to the agenda of the upcoming EGM for voting. Once a decision is made, we will proceed to send out paperwork to officially appoint that person to the position of Member's Nominee to the Principal Body Corporate.

Sincerely,
For and on behalf of Justica Body Corporate

Julie Lawson
Body Corporate Manager
Sanctuary Cove Body Corporate Services Pty Ltd

Memorandum

16 May 2024

To PBC Chair

**Subject – Sitewide Kerbside Irrigation Roll-Out in New Residential Bodies Corporate –
Sanctuary Cove Resort.**

I acknowledge receipt of correspondence from the Members Nominee for Zieria of the 11 March 2024, and thank you for your patience in responding to the enquiries.

History

Secondary Thoroughfare verges in the following residential areas do not have irrigation installed:

- All The Point Circuit including parks, except for the nature strips from 8820 through to 8825.
- Nature strips of Pinehurst Drive, Sunningdale Court, Sawgrass Place, Hillcrest Place, Oakmont Hill Drive, Oakmont Lane. Lineal parks are irrigated.
- Section of PTBC turf area on the corner of Sanctuary Cove Boulevard and Caseys Road.

All other Secondary Thoroughfare and park areas within Sanctuary Cove Resort have irrigation installed, currently C Class Water. The City of the Gold Coast only last year re-granted permission for the PTBC and PBC to re-irrigate these areas with C Class water after extensive upgrading and verification against relevant standards such as spray drift control, buffer zones, and signage.

Budget Year 2024/2025/2026

We have consistently maintained that we will proceed with installation of additional irrigation to those areas upon completion and commissioning of the Class A water project.

The areas within Sanctuary Greens all have mains to enable us to pump the “A Class” irrigation water. Therefore, when this civil infrastructure is in place, the installation of the system itself, programming etc is all that will need to occur.

The pressure and volume required to irrigate the above areas was factored into our calculations when the capacity of the tanks and pump stations were designed.

A further query was raised as to the cost of irrigation to all residents via annual levies (parks/ verges, etc). Usage per lot charged to the PBC for C Class water by the City Council is \$8.68 (ex) per year (as per the average over the last two years).

Once again, with the A Class facility commissioned, we have sinking fund monies set aside to commence the connection of these areas on a staged basis.

For further information or assistance, please do not hesitate to contact me.

Regards,



Dale St George

Chief Executive Officer

Sanctuary Cove Community Services Limited, for and on behalf of the PBC and PTBC.

Subject: Proposed Change to s56 Sanctuary Cove Resort Act 1985 (QLD) (SCRA)

Background

1. You may be aware that an application to rezone golf course land to a recreation club zoning (lots 52 & 54) was lodged by the Sanctuary Cove Primary Thoroughfare Body Corporate (PTBC) on behalf of Mulpha Sanctuary Cove Developments (MSCD) to the QLD Govt, in July 2022. The intended use, as stated by MSCD personnel, is to construct residential units. For various reasons, more than 350 residents submitted letters of objection.
2. To date, no communication has been provided to the Sanctuary Cove Principal Body Corporate (PBC) members or residents regarding the proposed number of dwellings, the appearance, the effect on ageing infrastructure, etc. The sole development control cited by MSCD personnel is a height restriction of 4 storeys for the intended residential dwellings. As a result, the majority of residents in Sanctuary Cove are irate and distrustful of MSCD.
3. The PBC members represent the interests of the Sanctuary Cove residents. Members understand their entitlement to object to the uncontrolled development of dwellings outside the residential zones due to the impact on the secondary thoroughfares brought about by the provision in s56.
4. During 2023 informal meetings, with representatives from MSCD, the PBC, and Sanctuary Golf & Country Club Holdings (SCGCCH) were held. A proposed change to s56 was suggested by the MSCD representative to ameliorate residents' concerns about the proposed zoning change.
5. June 2023, executive committee members of the PBC were issued with a letter from MBA Lawyers on behalf of the Sanctuary Cove Primary Thoroughfare Body Corporate (MSCD & SCGCCH controlled) suggesting

"it is in the best interests of both the PBC and the PTBC for section 56 to be amended".

The letter was accompanied by a Deed of Agreement with a request for PBC approval and signature. The members responded with a request for a consultative bi-lateral approach including the PBC and PTBC.

6. August 2023, a spoken agreement for the relevant stakeholders to engage a lawyer and to work through the possible effects for those impacted was made. This did not occur.
7. March 2024, another letter was issued to the PBC executive members by Barry Teeling, QLD Development Manager for MSCD. The request was again made to sign the Deed of Agreement to change s56.

Request for Legal Advice

8. The effect the proposed changes to s56 may have on the rights and entitlements of the residential zone lot owners, as precipitated by the proposed and uncontrolled development of dwellings outside the Residential Zones.
9. The effect the proposed changes may have on the rights and entitlements of the Residential Zone lot owners by allowing unrestricted access to the secondary thoroughfare by SCGCCH members.
10. The impact on the rights and entitlements of the Residential Zone lot owners where the allocation of 1 PTBC lot entitlement, from a total of 1200 in the Marine Village, was

transferred to the Harbour 1 development of 48 townhouses and apartments. Was the correct procedure followed for this transfer?

Documents/ Communications

11. Pls see attached MBA letter and Deed of agreement.
12. Others to be provided at your request.

As a motion to seek legal advice is proposed for inclusion in the agenda for the next PBC EGM on 28/03/2024, an order for cost would be appreciated by 14 March 2024.
Should further information be required, please have no hesitation in making contact.

Yours faithfully,
Cheryl McBride OAM
PBB Executive Committee Member
0439 936 955

SANCTUARY COVE PBC GOVERNANCE REVIEW – 2024

INITIAL DRAFT 20th May 2024 for further discussion

Background

The Principal Body Corporate (PBC) and the Primary Thoroughfare Body Corporate (PTBC) are the two corporate entities responsible for governing the operation of Sanctuary Cove Resort under the SCRA 1985. A summary of PBC and PTBC responsibilities is set out in Appendix A and a summary of the current Sanctuary Cove Resort structure is included in Appendix B.

To fulfil their responsibilities, the PBC and the PTBC require access to Body Corporate, Finance, Asset and Facilities Management, and Security Services. In 2006, the PBC and PTBC established Sanctuary Cove Community Services Limited (SCCSL) as a jointly owned (50:50) Holding Company. The holding Company also established a wholly owned operating subsidiary to deliver Body Corporate and Facilities Management services, and a Security Company. The Companies directly deliver to or procure the delivery of the required services to the PBC, PTBC and the Subsidiary Residential Body Corporates (RBCs) in the residential precincts, and Commercial Owners and tenants in the PTBC Commercial Zones. The RBCs elect members nominees (MNs) to represent their RBC on the PBC, and the Commercial lot owners (and the PBC) do the same for Nominees to represent them on the PTBC.

The Holding Company (SCCSL) is managed according to a Constitution and Shareholders Agreement between the PBC and PTBC. The delivery of services from the Companies to the PBC, PTBC, RBCs and Commercial Owners and tenants is governed according to an Administration and Management Agreement between the parties.

Objectives

Enhance Efficiency and Effectiveness:

- Improve the efficiency, performance, and overall effectiveness of the current operating and governance model by ensuring that the governance bodies (PBC, PTBC, and RBC) legislated under SCRA 1985 are fully compliant with SCRA and BUGTA legislation.
- Ensure the efficient procurement of other services required for the amenity of residential and commercial property owners in the Sanctuary Cove Resort.

Uphold High Standards:

- Maintain high standards of integrity, equity in participation and decision-making, and transparency in the operation of the governance model.

Ensure Sustainability of Model:

- Confirm that the operating model is enduring by providing long-term benefits and stability for all stakeholders involved.

SANCTUARY COVE PBC GOVERNANCE REVIEW – 2024

INITIAL DRAFT 20th May 2024 for further discussion

Key deliverables and outcomes

- **Deliver a detailed report:** The review report should identify key issues or inefficiencies in structure, systems, processes, communication, and risks. It should also recommend best practices and propose actionable opportunities for improvement.
- **Practical and actionable recommendations:** The recommendations should be feasible and implementable, potentially leading to proposed changes in committee structures, delegations, terms of reference (TORs) and charters, committee compositions, information storage and access, processes and documentation, education, and codes of conduct.
- **Timeframe:** The governance review is expected to take up to six months to complete the full scope of work and issue a detailed report. The detailed approach and timetable will be recommended by the external governance consultant engaged to lead and steer the review process.
- **Primary outcome:** The primary goal is to achieve an efficient and effective operating model that is simple to execute, capable of delivering consistent performance, and adheres to a good governance framework and practices, ensuring compliance with all relevant legislation.

Why conduct a Governance Review?

The governance, effectiveness, and efficiency of the current operating model for the Resort has not undergone a thorough review for nearly 10 years. Several existing governance documents have not undergone timely periodic review and re-approval as required.

In addition, there are several issues which have impeded the efficacy of the model. Some are new while others are recurring. These matters include:

- **Divergence of interests:** A divergence of interests and views between the commercial owner and developer (MSCD) and residents has led to disputes and a deterioration in stakeholder relationships.
- **Deteriorating relationships:** Recent relationships between SCCSL and the PBC and PBC EC, and between the EC and PBC have deteriorated. Several adversarial incidents over the last 18 months have highlighted poor communication, along with limited information access, and inefficient flow of information, resulting in mistrust among stakeholders.
- **Role clarity issues:** Lack of clarity over the roles, responsibilities, interdependences, relationships, decision rights and delegations among the Manager (SCCSL), PBC, PBC EC, RBCs, PTBC and PTBC EC and Sub-Committees. This has led to some processes being poorly executed, resulting in disagreement, conflict, and wasted time and effort.

SANCTUARY COVE PBC GOVERNANCE REVIEW – 2024

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- **Leadership continuity:** Frequent turnover of elected PBC officials on the SCCSL Board, PBC, PTBC and Executive Committees and Steering Committees and short terms of tenure has negatively impact on the development of experience and expertise in volunteer leadership roles. Consistent, professional expertise is difficult to obtain.
- **Complex structure:** The existing governance structure, including sub-committees, is complex, poorly understood, and hard to resource, especially from community volunteers. There has been no review of the membership or required capabilities for pivotal roles within the committees since 2020. The large number of required meetings and the associated administrative and resource burden are potentially wasteful. Additionally, there are potential conflicts of interest with several individuals holding multiple roles with conflicting responsibilities
- **Legislative understanding:** There is limited understanding among PBC (and RBC) members of the complex and often confusing legislation that governs the Sanctuary Cove Resort, including SCRA 1985 and BUGTA, and PBC by-laws in relation to development and activity. Unlike many Body Corporates in Queensland, Sanctuary Cove operates under a layered scheme governed by the Sanctuary Cove Resort Act 1985. Where gaps in the legislation exist, BUGTA and BCCMA are relied upon to guide operation.

Proposed Scope

Given potential conflicts of interest, this review will focus executively on the operation of the PBC, PBC Executive Committee, Sub-Committees, their interface with PTBC, and the interaction with SCCSL as service provider to the PBC (and RBCs) and PTBC under the current Administration and Management Agreement. The current Agreement expires on 31st October 2025.

This review does not include the internal governance of SCCSL, which will be covered by a separate review.

This review is also separate from a review of the current Administration and Management Agreement. However, recommendations from this review may feed into desired revisions to the Administration and Management Agreement and the Shareholders Agreement.

Components	Key questions
<ul style="list-style-type: none">• Purpose, structure, roles & responsibilities - functions, duties, and authorities of Executive Committee versus those of the RBC, PBC and PTBC• Codes of conduct and organisational /committee culture	<ul style="list-style-type: none">• Does each team have a clear purpose, role, defined duties and list of authorities?• What are the strengths, weakness, opportunities, and threats of the overall structure? What recommended changes could be considered to improve efficiency, productivity, governance, and performance?• How are roles and responsibilities defined within RBCs, PBCs, PTBCs, and ECs to ensure clear authority and decision-making processes?

SANCTUARY COVE PBC GOVERNANCE REVIEW – 2024

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	<ul style="list-style-type: none"> • What is the overall purpose of the Executive Committees (EC) within the governance structure? • How is the EC structured, including the composition, roles, and responsibilities of its members? • What are the specific functions and duties of the EC? • How does the Executive Committee coordinate and collaborate with the RBC, PBC, and PTBC to ensure effective governance? • How are decisions made within the EC, and what is the decision-making process? • Are there any conflicts of interest policies in place for EC members? • Are the current codes of conduct modern and relevant to today business environment? • How does the culture support transparency, accountability, and integrity?
<ul style="list-style-type: none"> • Processes, authorities, information flow and performance - RBCs, PBC and PTBC and EC number of meetings, agendas and motions, processes, timetables, papers, minutes, and other documentation. Access to information for ECs and MNs. Use of up-to-date digital technology for supply of information, authorised data access and key processes such as voting. Reduction in use of paper. 	<ul style="list-style-type: none"> • What is appropriate level of access to information to discharge their duties based on the roles and responsibilities of the different roles and stakeholder groups? • Are there any barriers or challenges hindering the adoption of digital technology or the reduction of paper usage, and if so, how are these being addressed? • How do stakeholders perceive the current state of governance processes, information flow, and technology utilisation within the organization, and what suggestions do they have for improvement? • Do written procedures exist with required actions required if Committees and/or Committee members who do not adhere to required governance standards, code of conduct and/or legislative requirements? • Where can the systems and processes be simplified and streamlined, whilst still complying to legislative requirements? • Is there clarity and documented accountabilities and decision rights for each stakeholder group and pivotal roles? • How is the performance and effectiveness of each committee (Executive Committees, RBC, PBC, PTBC) evaluated and monitored? • Is there sufficient visibility and tracking on the progress and performance of each stakeholder group against clear goals and objectives?

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<ul style="list-style-type: none"> • Stakeholder communication, engagement, and transparency - Interaction and communication flows between RBCs, PBC, PTBC, ECs, and Sub-Committees and the Manager. Granularity of reporting and information provision. 	<ul style="list-style-type: none"> • How is the effectiveness of stakeholder communication and engagement initiatives evaluated, and what metrics are used to measure success? • Are there any barriers or challenges hindering effective stakeholder communication and engagement. If so, how are these being addressed? • What opportunities exist for enhancing stakeholder communication, engagement, and transparency within the organisation? How can these be leveraged to improve governance outcomes?
<ul style="list-style-type: none"> • Sub-Committees – need, purpose, roles, delegations, decision rights and authorities, reporting lines, composition, meeting numbers, timing, processes, liabilities, ongoing performance measures and documentation. Information sharing. Ongoing review and approval. 	<ul style="list-style-type: none"> • What is the rationale for the existence of each sub-committee, and how does it align with the strategic objectives and operational plan? • Are the purposes, roles, delegations, decision rights, and authorities of each sub-committee clearly defined and documented? • What mechanisms are in place for ongoing review and approval of sub-committee activities, and how are performance metrics monitored and evaluated? • What opportunities exist for streamlining or optimising the structure and processes of sub-committees to enhance overall governance effectiveness and performance?
<ul style="list-style-type: none"> • Education - RBC Chair and MN education on SCRA, BUGTA, governance structures and key requirements and processes. Education on by-laws and role of PBC vs RBCs. 	<ul style="list-style-type: none"> • What is the level of understanding among RBC Chairs and MNs regarding the SCRA, BUGTA and other relevant legal frameworks? • Are RBC Chairs and MNs aware of the governance structures within the organisation, including the roles and responsibilities of different committees and key decision-making processes? • How well do RBC Chairs and MNs understand the key requirements and processes outlined in the by-laws of the organisation? • Are there processes in place and are they consistently executed for induction and ongoing, to ensure paid employees, contractors or volunteers are aware of their responsibilities, obligations, duties, and code of conduct including legal requirements? Are training refreshed as appropriate and training records kept? • Any opportunities for improvement identified?

SANCTUARY COVE PBC GOVERNANCE REVIEW – 2024

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<ul style="list-style-type: none">• Risk Management - Risk management (legal, organisational, and operational continuity for PBC and PTBC.	<ul style="list-style-type: none">• Is there effective management and control of risks identified?• Do we need a formal stakeholder governance framework? If so, what are the best practices?• Is there a robust business continuity plan that addresses key operational risks?• What measures are in place to maintain operational continuity during emergencies or crises?• What legal frameworks and regulations govern the activities of PBC and PTBC?• How is compliance with legal requirements monitored and ensured?• What are the potential legal liabilities and how are they mitigated• Are members of PBC and PTBC adequately trained in risk management principles and practices?• How is risk awareness promoted among committee members?• Is there a process for continuous learning and improvement in risk management capabilities?• Is there a process for regularly reviewing and updating risk management practices?
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Reference Documents

Key documents include but are not limited to:

- Terms of reference for EC, and Sub-Committees
- Important sections of SCRA and BUGTA
- Administration and Management Agreements
- Purchasing Policy, tender Process and Preferred Supplier list
- PBC and RBC budgets
- Operational reports
- Codes of conduct
- Minutes and workbooks from PBC and EC, and sub-committees
- Correspondence with SCCSL
- Governance of Sanctuary Cove overview document

SANCTUARY COVE PBC GOVERNANCE REVIEW – 2024

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Resourcing and Leadership

Governance review led by a governance consultant, while supported by a small group to help facilitate access to information, coordinate stakeholder interviews and document review. A proposed budget associated with this component would need approval by the PBC and PTBC.

The main working party could delegate sub-components of the review to other volunteers to complete and recommend to the main working party.

Work may involve, among other things:

- Reviewing existing documentation, information, and reports
- Interviewing MNs
- Surveying MNs and Committee members
- RBC, Residents and MN focus Groups
- Obtaining input and perspectives from the Manager and SCCSL staff.

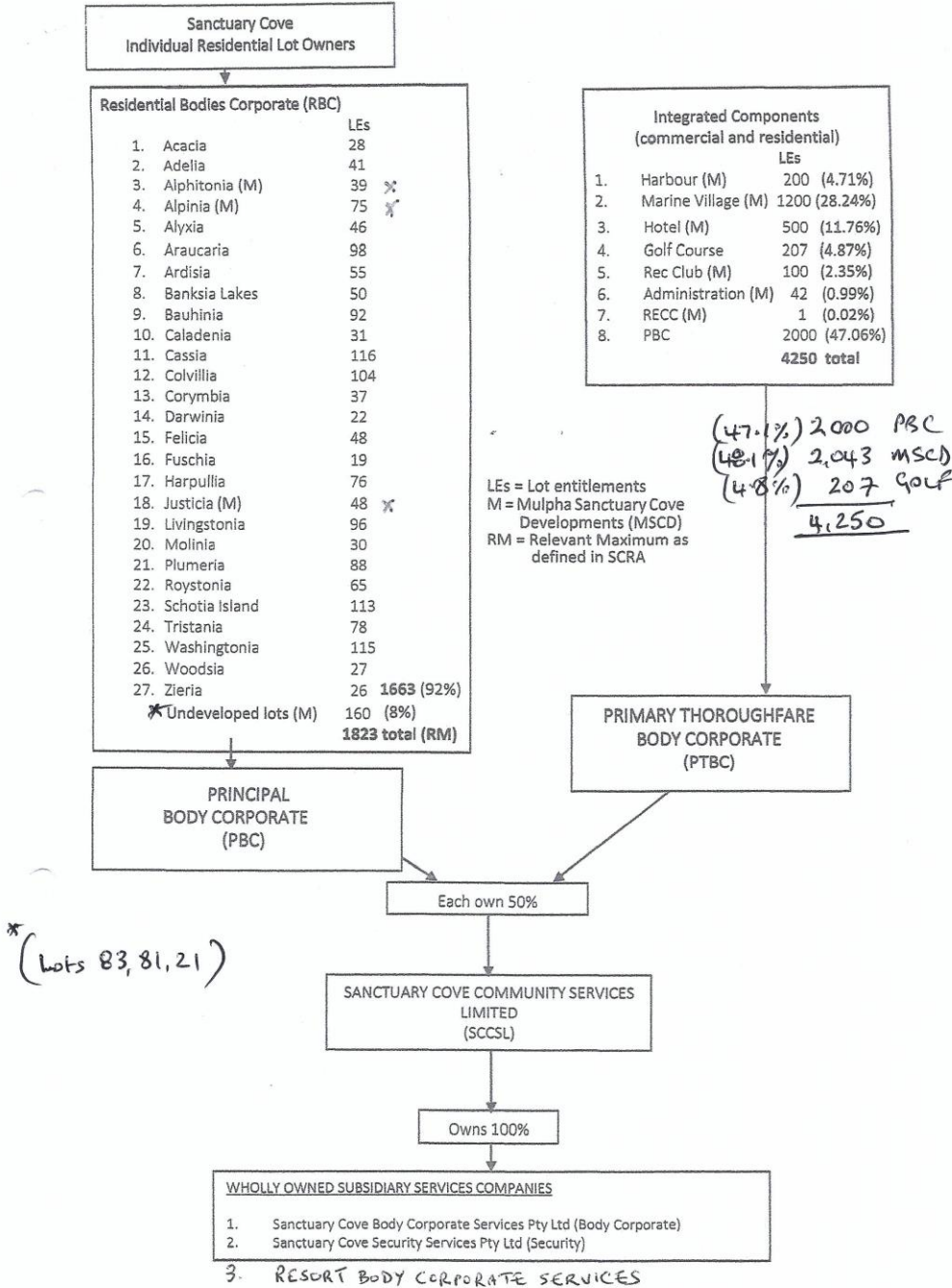
Appendix A – PBC and PTBC Responsibilities

Governance Body	Duties and Responsibilities
<i>Principal Body Corporate (PBC)</i>	<ul style="list-style-type: none">• Control and maintenance of the secondary throughfare in the residential zones and any property of the PBC invested in it (roads, security gates, fencing, canals, street lighting, electricity supply, water and sewerage, communications infrastructure).• Ensures compliance with overarching by-laws for property use and development control within the Residential Zones.• Maintains any other common property of the PBC (parks, gardens, barbecues, lakes, other common recreation areas).• Can source and procure other services for residents in the Subsidiary Residential Bodies Corporate (for example, security services, waste management and recycling, lawn mowing).• Compliance with SCRA and BUGTA - record keeping, accounting, meetings, notices and minutes, supply of information.
<i>Principal Throughfare Body Corporate (PTBC)</i>	<ul style="list-style-type: none">• Control and maintenance of the primary throughfare and any property of the PTBC invested in it (roads within the commercial zones, fencing, street lighting, electricity supply, water and sewerage, communications infrastructure).• Ensures compliance with PTBC by-laws.• Maintains any other common property of the PTBC (gardens, lawns, public seating).• Can source and procure other services for owners and businesses in the Commercial Zones (for example, security services, waste management and recycling).• Compliance with SCRA – record keeping, meetings, notices and minutes, supply of information.

SANCTUARY COVE PBC GOVERNANCE REVIEW – 2024

INITIAL DRAFT 20th May 2024 for further discussion

Appendix B – (1) Existing Resort Ownership and entitlement Structures



SANCTUARY COVE STRUCTURE

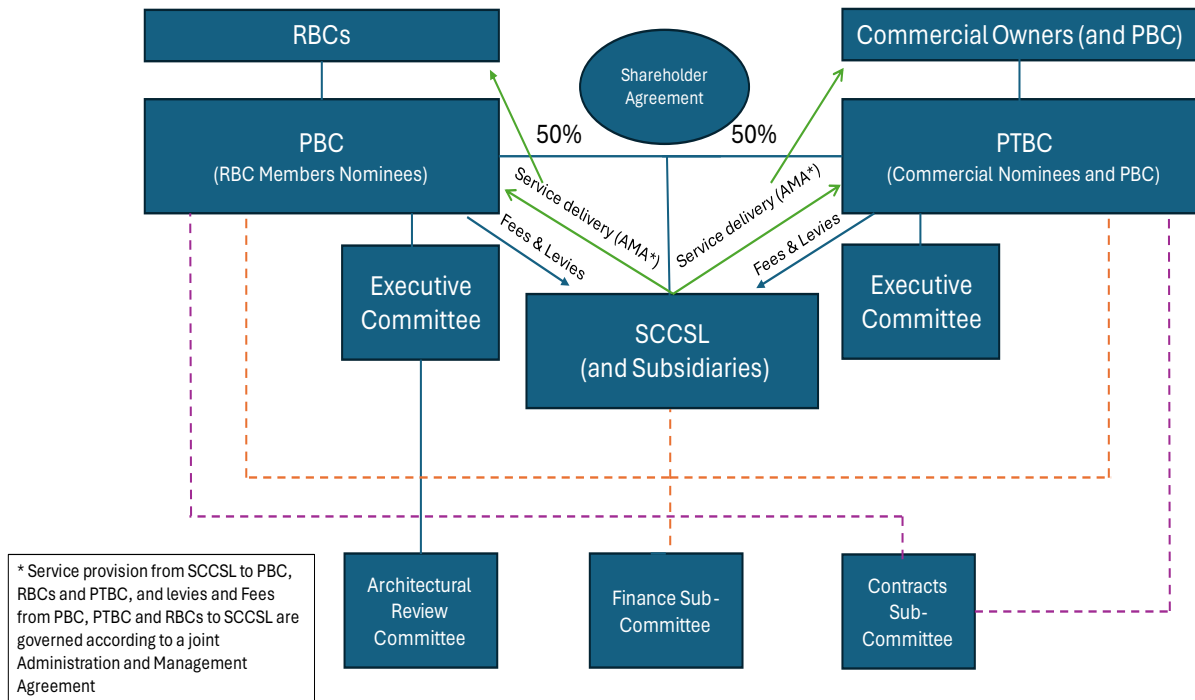
July 2023

SANCTUARY COVE PBC GOVERNANCE REVIEW – 2024

INITIAL DRAFT 20th May 2024 for further discussion

Appendix B – (2) Existing Resort Governance Bodies

Sanctuary Cove Governance Bodies 2024



Appendix C – Services Provided by SCCSL

Under and Administration and Management Agreement, the Company is contracted to provide the PBC (and RBCs) and PTBC with:

1. Services to enable the PBC and PTBC to meet their statutory obligations under SCRA:
 - a. Control and maintenance of thoroughfares.
 - b. Maintenance of common property
 - c. Compliance with by-laws (PBC – Development and Activity, PTBC separate).
 - d. Compliance with accounting and record keeping requirements.
 - e. Meetings, notices, and minutes.
 - f. Supply of information.
2. Management of supply or procurement of other services to residents and commercial zone occupiers on behalf of the PBC, RBCs and PTBC
 - a. Security
 - b. Waste management and recycling.
 - c. Mowing and other services
 - d. Other Facilities and Asset Management (including Resort infrastructure).

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SCCSL uses a mix of in-house resources and externally sourced services to meet the contractual AMA requirements as follows:

In sourced	Externally procured
<i>Recovered via Management Fees</i>	<i>Charged directly to Body Corporates from Suppliers</i>
<ul style="list-style-type: none"> • Body corporate management and compliance • Secretarial • Finance and Accounting • Asset and Facilities Management • Limited Internal legal 	<ul style="list-style-type: none"> • External Legal • Audit • Insurances • Road maintenance/replacement • Gardening and landscaping • Waste management and recycling. • Fencing • Water supply and sewerage management • Electricity • FTTH network maintenance and repairs • Animal and pest management • Fire safety
<i>Recovered by Separate Fee</i>	
<ul style="list-style-type: none"> • Security 	
<i>Recovered by recharge/allocation to Body Corporates</i>	
<ul style="list-style-type: none"> • Trades employees <ul style="list-style-type: none"> ○ Electrical ○ Plumbing ○ Irrigation • Materials and consumables <ul style="list-style-type: none"> ○ Electrical components ○ Pipes and valves, etc ○ Other consumables, stationery supplies etc. 	

SCCSL aims to operate on a cost recovery basis. Payments for Management and Security fees are made to SCCSL quarterly in advance by the PBC, RBCs and PTBC based on estimated costs in the budget. Any shortfall is recovered, or surplus refunded via adjustment of the first invoice for the new financial year, or earlier if the budget is in deficit.

The Bodies Corporate and SCCSL operate on a financial year running from 1st November to 31st October.

Governance of Sanctuary Cove Resort

OVERVIEW

CONTENTS

1. Resort Zones
2. Organisation of Residential Zones
3. Principal Body Corporate (PBC)
4. Principal Throughfare Body Corporate (PTBC)
5. Sub-Committees
6. Differences between PBC and PTBC
7. Sanctuary Cove Community Services Limited (SCCSL)
8. Shareholders Agreement (SA)
9. Administration and Management Agreement (AMA)
10. Funding of Body Corporates
11. Services

APPENDICES

- A. Structure of Lot Entitlements, RBCs, PBC, PTBC and SCCSL
- B. Map of Zones in Sanctuary Cove Resort
- C. PBC Duties and Functions under SCRA

1. The Resort Zones

Sanctuary Cove Resort was created under the Sanctuary Cove Resort Act (SCRA) 1985.

The Resort Consists of

- Residential Zones (“behind the gates”), and
- Commercial Zones
 - Marina
 - Marine Village
 - Hotel
 - Golf Courses
 - Recreation Club
 - Administration

2. Organisation of Residential Zones

There is currently a maximum approved capacity in the Residential Zones of 1823 lots and voting entitlements.

The Residential Zones are grouped into precincts of neighbouring streets consisting of varying numbers of lots in each precinct (refer Appendix A). Where most of the land has been sold by the Developer (MSCD) in a precinct, each of these precincts is usually governed by a Residential Body Corporate (RBC), which is a Member and Subsidiary Body Corporate of the Principal Body Corporate (PBC).

The RBCs are responsible for ensuring compliance with their by-laws, and for maintaining any common property of the RBC, as well as for complying with the Building Units and Group Titles Act (BUGTA) which governs the operations, administration, and compliance of each RBC.

The by-laws of the RBCs must be consistent with the overarching PBC Residential Activity by-laws and the Development Control by-laws that apply to the Residential Zones.

Each RBC elects a committee to govern their precinct, and a Members Nominee (MN) to represent and vote on their behalf in Principal Body Corporate Meetings.

RBCs tend to meet on an as needs basis except for the AGM and another general meeting required to approve the next years annual budget.

A summary breakdown of voting entitlements in the Residential Zones is as follows:

	Lot Entitlements	%
Owned by individuals	1530	83.9
Developed/partially developed and owned my MSCD	133	7.3
Undeveloped owned by MSCD	160	8.8
Total	1823	100.0

Mulpha Sanctuary Cove Developments (MSCD) bought unsold residential lots and most of the land in the Commercial Zones in 2010. It has progressively sold, and or developed and sold lots in the Residential Zones over the last decade.

3. Principal Body Corporate

Under SCRA, there must be a Principal Body Corporate which is responsible for:

- Control and maintenance of the secondary thoroughfare and any property of the PBC invested in it (roads, security gates, fencing, canals, street lighting, electricity supply, water and sewerage, communications infrastructure).
- Ensures compliance with overarching by-laws for property use and development control within the Residential Zones.
- Maintains any other common property of the PBC (parks, gardens, barbecues, lakes, other common recreation areas).
- Can source and procure other services for residents in the RBCs (for example, security services, waste management and recycling, lawn mowing).
- Compliance with SCRA and BUGTA - record keeping, accounting, meetings, notices and minutes, supply of information.

Each year the Members Nominees elected by their RBC, elect an Executive Committee (Chair, Secretary, Treasurer and 4 other Ordinary Members) of the PBC. The PBC EC must ensure the financial and other governance decisions of the PBC are implemented and that responsibilities of the PBC are fulfilled.

The PBC and its Executive Committee usually meet monthly throughout the year to oversee the execution of governance arrangements.

4. Principal Thoroughfare Body Corporate

Under SCRA there must also be a Principal Thoroughfare Body Corporate (PTBC) which is responsible for:

- Control and maintenance of the primary thoroughfare and any property of the PTBC invested in it (roads within the commercial zones, fencing, street lighting, electricity supply, water and sewerage, communications infrastructure).
- Ensures compliance with PTBC by-laws.
- Maintains any other common property of the PTBC (gardens, lawns, public seating).
- Can source and procure other services for owners and businesses in the Commercial Zones (for example, security services, waste management and recycling).
- Compliance with SCRA – record keeping, meetings, notices and minutes, supply of information.

Like the PBC, the PTBC must elect an Executive Committee from its members/owners.

As for the PBC, The PTBC and its Executive Committee usually meet monthly throughout the year.

The PBC is a Member of the PTBC and has a right to nominate a member of the PBC to be their nominee on the PTBC. Historically this has been the Chair of the PBC but does not have to be.

There are currently 4250 voting entitlements on the PTBC, which are summarised below.

	Votes	%
Principal Body Corporate (PBC)	2000	47.1
Golf Club	207	4.9
Hotel	500	11.8
Marina	200	4.7

Marine Village	1200	28.2
Recreation Club	100	2.3
Administration	42	0.9
RECC	1	0.1
Total	4250	100.0

Of the above, all but the PBC and Golf Club components are owned by MSCD, that is 48.0% representing 2043 voting entitlements.

5. Sub-Committees

In addition to the Executive Committees mandated by SCRA (sections 41 for the PBC and 85 for the PTBC) the PBC (under SCRA Section 50) has established Sub-Committees to perform certain detailed review work on behalf of their Body Corporate.

The current Sub-Committees are:

- Architectural Review Committee (PBC only)
- Contracts Committee (joint PBC and PTBC)
- Finance (joint PBC, PTBC and SCCSL)

All sub-committees and the PBC EC have a terms of reference document currently approved by the PBC in general meetings.

Note, SCRA does not provide the PTBC with the power to form Sub-Committees, only the PBC under S50. However, the Contracts Committee has been tasked with doing focused reviews for both the PBC and the PTBC, and in the case of the Finance Sub-Committee, SCCSL as well.

Section 50 for the PBC states that ‘Nothing in this Act shall prevent the PBC from establishing by resolution in General Meeting a committee to consider any matter referred to it by the PBC and to report thereon to the PBC or the Executive Committee.’

6. Differences between PBC and PTBC

While powers, duties, authorities, and functions are similar between the PBC and PTBC, there are some important differences between the 2 Bodies.

a) Responsibilities

The PBC is responsible for looking after and maintaining the secondary throughfare in the Residential Zone, and for ensuring compliance with the Development Control By-Laws (DCBLs) and the Residential Activity Control By-Laws (RZBLs).

The PTBC is responsible for looking after and maintaining the primary throughfare through the current Non-Residential zones and for compliance with PTBC by-laws.

b) Stakeholders

The owners of the land in the residential zone are typically individual lot owners, together with Mulpha Sanctuary Cove Developments (MSCD) which owns, and is progressively developing and or selling, its remaining vacant lots. The number of remaining undeveloped vacant lots owned by MSCD

has been reducing in recent years. As more lots are owned by individuals, the overall contribution of MSCD to the PBC has declined while the amount derived from individual owners has increased.

Other than the Golf Club Zone, owned by the members of the Golf Club, the land in the Non-Residential Zones (Recreation, Marine Village, Marina, Hotel and Administration) is owned by MSCD. MSCD is keen to undertake residential development in some Non-Residential Zones which is currently opposed by the Residents in the Residential Zone.

c) Body Corporate Membership

The PBC is constituted primarily by Members Nominees appointed by the RBCs for each residential sub-zone, consisting largely of individual lot owners. Nominees of MSCD compromise the MNs for the remaining lots which Mulpha owns.

The PTBC consists of the Nominees of the owners of the land in Non-Residential Zone – Mulpha, except for the Golf Club, and the Nominee of PBC. Generally, the Chair of the PBC is the Members Nominee for the PBC on the PTBC.

Note the PBC by virtue of SCRA has a right to Membership of the PTBC via its Members Nominee. The PTBC has no right of membership in the PBC. The PTBC does not have a reciprocal right to have a member of the PBC. MSCD Nominees have a right of attendance at PBC through MSCD's ownership of lots in the Residential Zone but this is as lot owners and not as Nominees for Owners of land in the PTBC Zones.

d) Voting Structure and Control

The PBC is clearly controlled by the resident owners in the Residential Zone as they own most of the total lots and control most of the RBCs. At the current time, individual lot owners' control 1530 of 1823 lots in the Residential Zone. MSCD controls 293 lots being Alphitonia (39), Alyxia (46), Justicia (48) and other undeveloped lots (160).

On the PTBC of 4250 voting rights, the PBC controls 2000 voting rights, the Golf Club 207, and MSCD the remaining 2043. For commercial reasons the Golf Club will often vote with MSCD or abstain.

e) Sub-Committees

The PBC has the power to establish Sub-Committees per S50. The PTBC has no similar power.

7. Sanctuary Cove Community Services Limited

In 2006, the PBC and PTBC established an unlisted Public Company, Sanctuary Cove Community Services Limited (SCCSL) dedicated to providing, under SCRA and BUGTA, Body Corporate Management, Facilities and Asset Management and Security Services to the PBC, RBCs and PTBC.

SCCSL is a joint venture between the PBC and the PTBC with each Body Corporate owning 50% of the issued share capital of the Company.

8. Shareholders Agreement

SCCSL is governed according to a Constitution and a Shareholders Agreement (SA) between the PBC and the PTBC.

The PBC and PTBC may nominate up to 2 directors each to serve on the Board of SCCSL. The PBC and PTBC may agree jointly to appoint one (1) independent director, with the Company having a maximum of 5 directors.

9. Administration and Management Agreement

The PBC and PTBC have contracted with SCCSL for the Company to provide services to each Body Corporate and the RBCs under an Administration and Management Agreement (AMA). The AMA is an Instrument of Appointment for a Body Corporate Manager (the Manager) under S47AB (1) of SCRA.

Under the AMA, the Bodies Corporate have delegated powers and authorities to SCCSL to enable SCCSL to:

- Perform the duties and functions of the Bodies Corporate under SCRA and BUGTA, and
- Procure or provide other services contracted for by the Bodies Corporate to Residents but provision of which is not mandated by SCRA (for example Security Services, Waste Management and Recycling, Lawn Mowing).

The current AMA is due for renewal on 1st November 2025.

10. Funding of Body Corporates

Each year SCCSL provides budget estimates for the next year, for the Company to provide or procure the contracted services per the AMA to the PBC, RBCs and PTBC.

Costs are split into those that recur every year and which are charged to the Bodies Corporates' Administration Fund, and those costs relating to replacing assets at the end of their lives or major projects required which are charged to sinking funds.

These budgets are used to calculate the levies that need to be raised from residential lot and commercial property owners to cover the costs of providing the services and complying with SCRA and BUGTA.

Residential Lot Owner Levies

In terms of Residential Lot Owners, their levies are made up of 3 components:

1. Management fees to SCCSL for each RBC to cover the cost of compliance and administration with BUGTA for their Residential Body Corporate, payable to SCCSL.
2. Contributions to the PBC to cover their cost of administration and compliance with SCRA, split between administration fund and sinking fund and the cost of other services sought from SCCSL on lot owners' behalf (waste management and recycling, security services, mowing).
3. Contributions to the PBC to cover the cost of PTBC levies to the PBC from the PTBC for the PBCs share (47%) of PTBC's SCRA compliance costs and other services sought by the PTBC from SCCSL.

These components are combined and divided by 4 to calculate the total quarterly levy each Residential Lot Owner will have to contribute. They are payable first into each RBC's fund which then pays specific levy components to SCCSL and the PBC.

PBC Levies

The PBC incurs 3 types of cost:

1. Costs of complying with duties and functions under SCRA – outsourced to SCCSL.
2. Costs of other services sourced by the PBC for Residential Lot Owners through SCCSL.
3. Cost of levies the PTBC charges to the PBC.

These costs are funded from levies raised from Lot Owners by each RBC, which are paid quarterly by each RBC into the PBC Administration and Sinking Funds.

PTBC Levies

The process for collection and use of levies raised on owners in Commercial Zones operates in a similar way for the Owners of land in the Residential Zones. While the Golf Course and the PBC are not owners of land in the Commercial Zones, they benefit from access to/from the Primary Throughfare and the other commercial zones in the Village. Hence it is equitable that they contribute to the upkeep of the Primary Throughfare.

11. Services

Under the AMA, the Company is contracted to provide the PBC and PTBC with:

1. Services to enable the PBC and PTBC to meet their statutory obligations under SCRA:
 - a. Control and maintenance of thoroughfares
 - b. Maintenance of common property
 - c. Compliance with by-laws
 - d. Compliance with accounting and record keeping requirements.
 - e. Meetings, notices, and minutes.
 - f. Supply of information.
2. Management of supply or procurement of other services to residents and commercial zone occupiers on behalf of the PBC, RBCs and PTBC
 - a. Security
 - b. Waste management and recycling
 - c. Mowing and other services

SCCSL uses a mix of in-house resources and externally sourced services to meet the contractual AMA requirements as follows:

In sourced	Externally procured
<i>Recovered via Management Fees</i>	<i>Charged directly to Bodies Corporate from Suppliers</i>
<ul style="list-style-type: none"> • Body corporate management and compliance • Secretarial • Finance and Accounting • Asset and Facilities Management • Limited legal 	<ul style="list-style-type: none"> • Legal • Audit • Insurances • Road maintenance/replacement • Gardening and landscaping • Waste management and recycling • Fencing

	<ul style="list-style-type: none"> • Water supply and sewerage management • Electricity • FTTH network maintenance and repairs • Animal and pest management • Fire safety
<i>Recovered by Separate Fee</i>	
<ul style="list-style-type: none"> • Security 	
<i>Recovered by recharge/allocation to Bodies Corporate</i>	
<ul style="list-style-type: none"> • Trades employees <ul style="list-style-type: none"> ○ Electrical ○ Plumbing ○ Irrigation • Materials and consumables <ul style="list-style-type: none"> ○ Electrical components ○ Pipes and valves, etc ○ Other consumables, stationery supplies etc. 	

SCCSL aims to operate on a cost recovery basis. Payments for Management and Security fees are made to SCCSL quarterly in advance by the PBC, RBCs and PTBC based on estimated costs in the budget. Any shortfall is recovered, or surplus refunded via adjustment of the first invoice for the new financial year, or earlier if the budget is in deficit.

The Bodies Corporate and SCCSL operate on a financial year running from 1st November to 31st October.

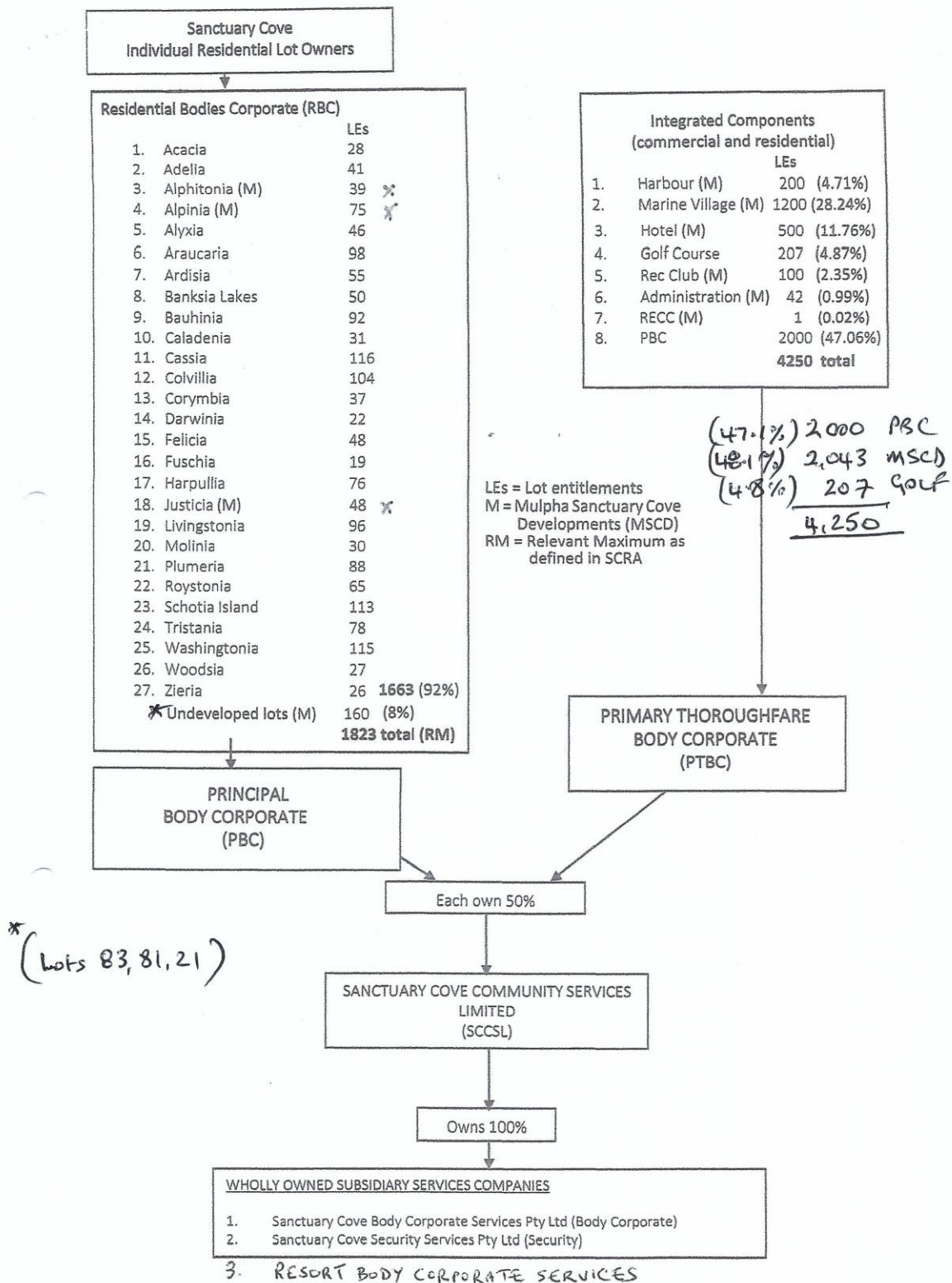
12. Expenditure

The **PBC** expends circa \$12m per annum from its administration fund and circa \$2m - \$4m per annum from its Sinking Fund. There are 1823 lots in the Residential Zone which leads to a PBC charge per lot of \$6,575 (exc GST) in 2024 (of which \$587 per lot is an allocation from the PTBC – refer below).

In addition, residential lot owners pay a levy for the operation of their own (precinct) residential body corporate. This varies by individual body corporate as some precincts have more residential common property and issues compared to others.

The **PTBC** spends circa \$1.5m p.a. from its Administration Fund and circa \$1m p.a. from its Sinking Fund. There are 4250 voting rights in the PTBC leading to a per voting right allocation in the PTBC of \$535). The PBC has 2000 of the 4250 voting rights and therefore 47% of PTBC Administration and

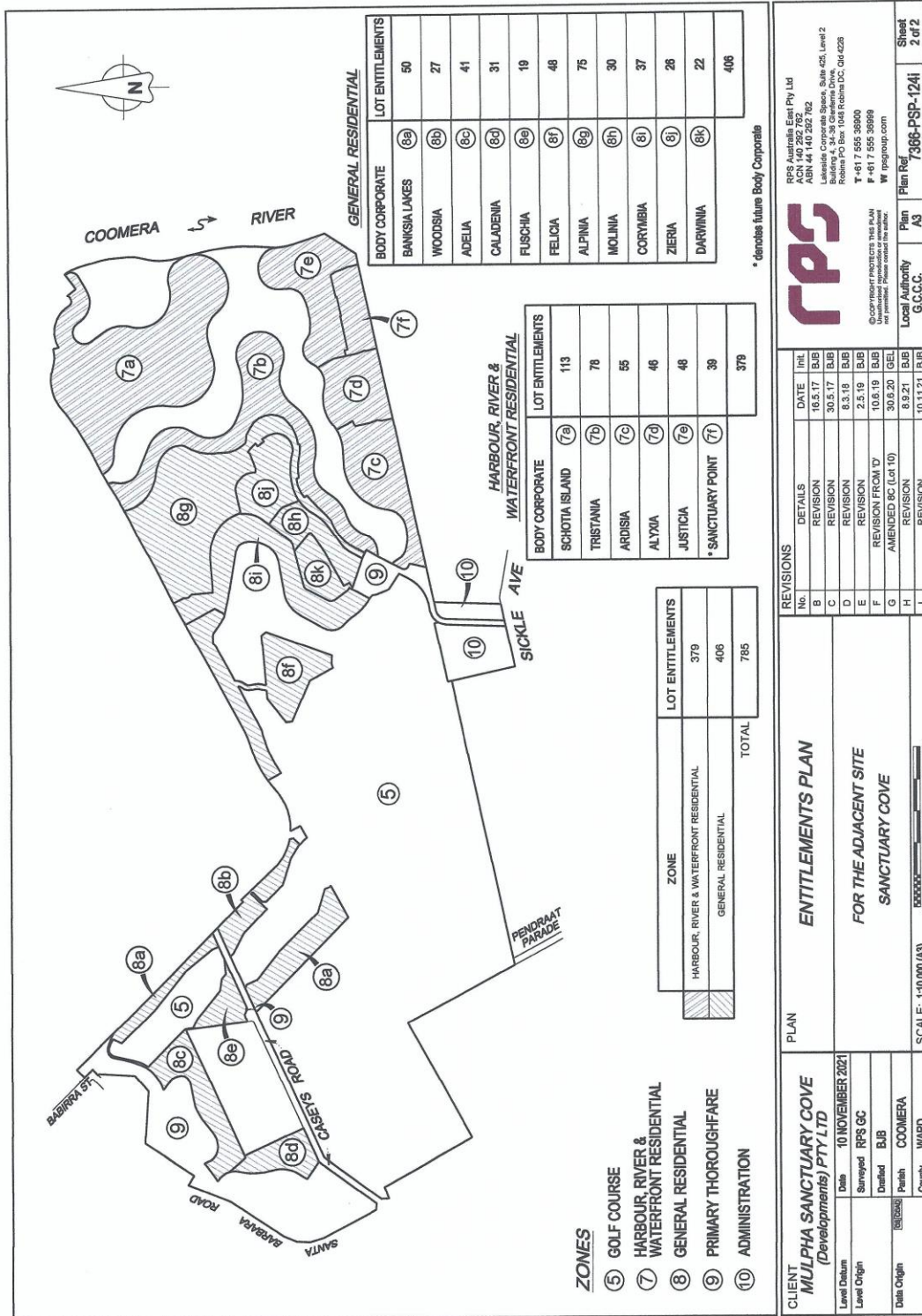
APPENDIX A- SC STRUCTURE AND VOTING RIGHTS



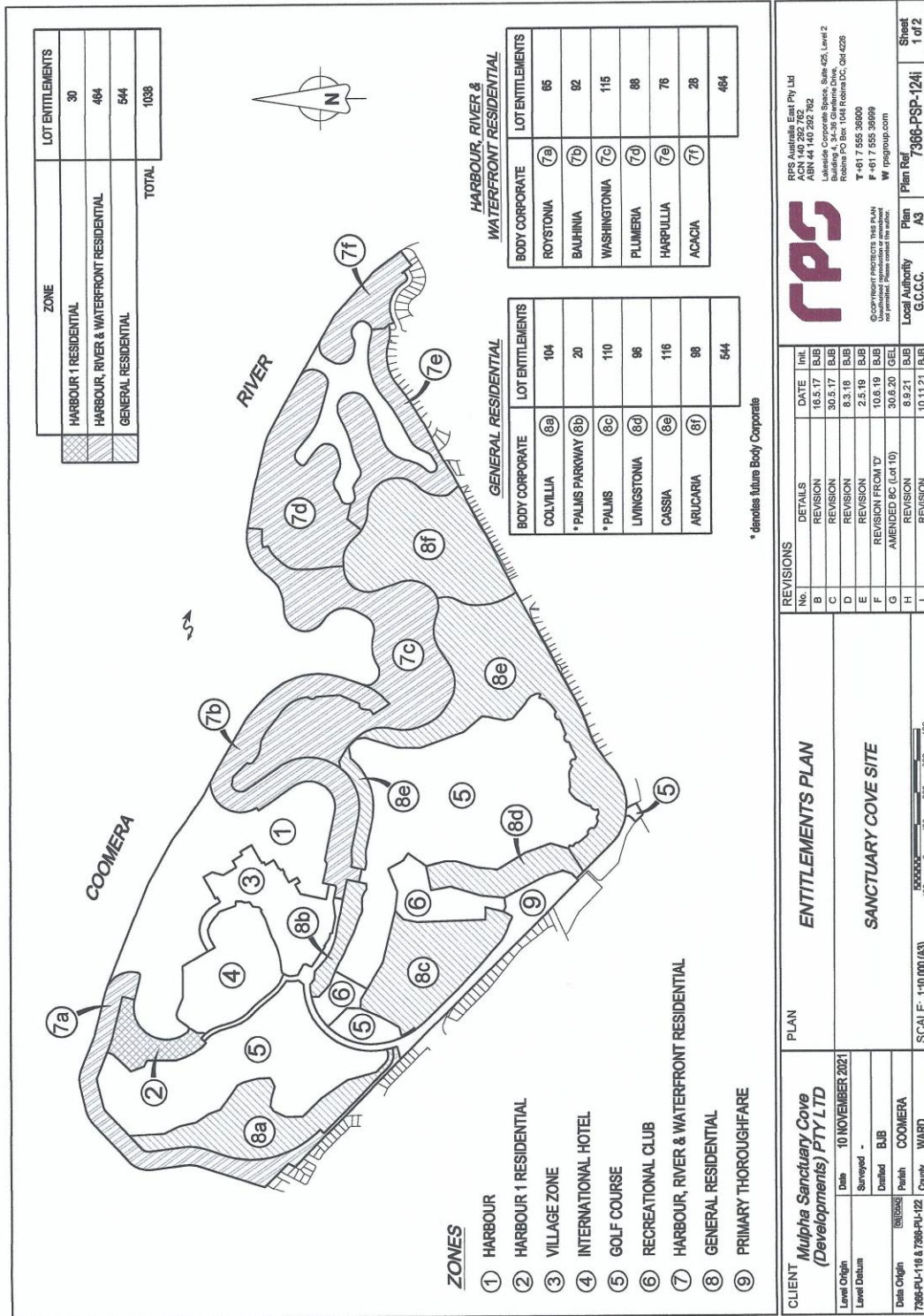
SANCTUARY COVE STRUCTURE

July 2023

APPENDIX B – SITE MAPS



APPENDIX B – SITE MAPS



APPENDIX C - Duties and Functions of the Principal Body Corporate

SCRA imposes various duties and functions on each Body Corporate, but also confers certain powers and authorities which may be capable of delegation, subject to several restrictions, to an Executive Committee, a Body Corporate Manager (BCM). Refer SCRA Sections (28) – (37) for the PBC and SCRA Sections (71) – (82) for the PTBC.

S23	Principal Body Corporate (PBC)
S33 (1)	Duties and Functions
(a)	Control and manage the secondary thoroughfare
(b)	Properly maintain the thoroughfare, and any personal property vested therein
(c)	Effect insurance per S37
(d)	Cause proper records of notices given or received by the PBC
(e)	For 10 years, keep minutes of meetings, proper financial books of account and for 2 years voting tally sheets and records
(f)	Cause financial statements to be prepared form books of account, on date not more than 2 months before AGM date
(g)	Cause AGM to be held not more than 2 months after Anniversary Date.
(h)	Determine funding required to cover budgets of expenditure necessary to fulfil duties and functions of the PBC
(i)	Establish trust fund account to receive income and pay expenditure of the PBC
(j)	Raise levies required to cover budgeted expenditure determined in (h)
(k)	Pay monies received from levies into a trust fund bank account
(l)	Raise special levies in accordance with S29 if required to cover any liability shortfall
(m)	Implement the decisions of the PBC
(2)	By special resolution raise special levy up to 10% of amounts previously budgeted
(3)	Shall not disburse funds otherwise than for the purpose of carrying out its powers, duties, and functions under SCRA, the development control by-laws or secondary thoroughfare by-laws or meeting any liability referred to in subsection (1) (l).
(4)	PBC can determine amount and frequency of levies for periodic contribution
S34	Duty to keep PBC roll
S35	Notices to be given by proprietors and acted upon
S36	PBC duty to supply various forms of information and certificates
S37	Duty to effect various required insurances

Basic Powers and Authorities of the PBC include:

S23 (8)	The PBC may sue and be sued on any contract made by it
(a)	
(b)	Sue for and in respect of any damage of injury to the secondary thoroughfare caused by any person
(c)	Be sued in respect of any matter connected with the secondary thoroughfare for which as proprietor it is so liable
(d)	Take such legal action as may be necessary to enforce the development control by-laws and the secondary thoroughfare by-laws
S28	The right to make secondary thoroughfare by-laws through special resolution, for the purpose of control, management, administration, use or enjoyment of the secondary thoroughfares, may also repeal from time to time. New by-laws must be approved by the relevant Minister.

S29	Right to raise levies on lot owners
S30	Right of PBC to change address for service of Notices
S31	Right of entry under certain circumstances
S32	Miscellaneous Powers of the PBC
(a)	Invest monies held by it in a manner permitted by law
(b)	Borrow moneys and secure repayment thereof ...as may be agreed upon by the PBC and the lender
(c)	Enter into an agreement for the provision of amenities or services by it or any other person to any lot or to the proprietors of occupier thereof.....
(d)	Acquire and hold any personal property to facilitate the carrying out of its duties
(e)	Employ staff to perform its functions

Executive Committee of the PBC

SCRA S41 Requires that the PBC establish an Executive Committee to execute the decisions of the PBC and which may subject to tight restrictions in S45 – S47, act on behalf of the PBC.

Restrictions on PBC ability to delegate matters to the Executive Committee (or other Committee or a Body Corporate Manager)

S41	Can only be a member or designated Officer (Chair, Treasurer or Secretary) of the PBC if the nominee is a Member of the PBC itself, or a nominee of a member of the PBC
S44A	Member of PBC EC must disclose a conflict of interest on any matter and is not entitled to vote on that matter.
S45 (1)	Restricted matters reserved to the PBC in general meeting
(a)	Any matter relating to the striking of a special levy
(b)	Any matter that seeks to alter the rights, privileges, or obligations of members of the PBC
(c)	Any matter that seeks to alter annual monetary contributions of members of the PBC
(d)	Any matter, a decision on which under the Act, requires a special resolution of the PBC
(e)	Any matter referred to in S47 (PBC's ability to impose any other specific restrictions on the PBC EC)
S45 (2)	Subject to this Act, the decision of the Executive Committee on any matter, other than a restricted matter, shall be the decision of the PBC, but...
S45 (3)	Notwithstanding the Executive Committee continues to hold office, the PBC may in general meeting continue to exercise or perform all or any of the powers, authorities, duties, and functions conferred or imposed on it by this Act and..
S46 (1)	Statutory Restrictions on Powers of Executive Committee – EC cannot undertake any expenditure....
(a)	Unless determined pursuant to a special resolution of the PBC
(b)	In an emergency authorised by the Minister
(c)	Consented to by owners (or their valid nominees) representing not less than 75% of all lot owners on the BC Roll
S46 (2)	In respect of any expenditure proposed which the EC is not entitled to approve...
(a)	Submit the proposal for consideration by the PBC at an EGM
(b)	If the proposal is in respect of work to be performed, or the purchase of personal property by the PBC, submit at least 2 tenders to the PBC EGM
S46 (3)	Exceptions to S46 – insurance premiums, comply with notice or order of a court, or local government, in discharge of any liability authorised by the PBC in general meeting
S25	Use of Seal of PBC

(2) (b)	The common seal of the PBC shall only be affixed to an instrument or document in the presence of(for PBC > 2 members) such 2 persons, being members of the PBC or members of the EC, as the PBC determines, or in the absence of any such determination, the secretary and any other member of the executive committee; who shall attest to the fact and affixing of the seal by their signatures.
---------	---

Additional Restrictions that the PBC (or EC) may apply.

S47	The PBC may in general meeting decide what matters or class of matters (if any) shall be determined only by the PBC in General Meeting.
S41 (6A)	The PBC may determine that the holder of the office of secretary or treasurer of the PBC shall be a non-voting member of the PBC EC
S43 (2)	Only the treasurer of the PBC can exercise the powers, duties, functions, and authority of the PBC in relation to income, expenditure and the relevant books and records thereof, but....
S43 (4)	The EC, by a notice serviced in writing on the treasurer of the PBC, that the treasurermay not exercise any of the financial powers, duties, functions, and authorities of the PBC unless done so jointly with another person so specified
S47K (1) (a)-(e)	Procedure for PBC to remove a voting member of the PBC for breach of code of conduct by ordinary resolution
S47 L	Removal of voting member of EC by ordinary resolution in General Meeting

Body Corporate Manager

Under SCRA Section 47AB (1) – (11), the PBC can appoint a Body Corporate Manager (BCM) to fulfil many of the duties and functions of the PBC under the Act, and permits the PBC, subject to important restrictions (Sections 47 AB (1) and (2), 45, 41 (6A) 43(4), and 46) to delegate many of its powers and authorities to act on the PBC’s behalf – as specified in any instrument of appointment from the PBC to the BCM.

S47AB (1)	PBC can appoint a Body Corporate Manager under agreed terms and conditions, via an instrument of appointment approved in General Meeting, and delegate to the Manager subject to S45 – 47.
(a)	All its powers, authorities, duties, and functions
(b)	Any 1 or more power, authority, duty, and function
(c)	All...except for those specified in the instrument of appointment
S47AB (2)	Cannot delegate matters specified in S45 (or S46 statutory restriction) and cannot delegate PBC powers to make a delegation
S47 AB (4)	A delegation under subsection (1) may be made subject to such conditions or such limitations as to the exercise or performance of any of the powers, duties, functions, and authorities, or as to time or circumstances, as may be specified in the instrument of delegation.
S47AB (5)	Notwithstanding any delegation under (1), PBC may continue to exercise or perform and of the duties, powers, functions, and authorities delegated by it.
S47 AB (7)	Where the instrument of appointment so provides, a Body Corporate Manager shall have and may exercise all the powers, authorities, duties and functions of the chair, treasurer and secretary of the Body Corporate and The Executive Committee or such of those powers, authorities, duties, and functions as may be specified in the instrument.

S47 AB (8)	Term of appointment cannot exceed 3 years but may be extended in a new agreement by PBC in general meeting.
Schedule 5	Code of Conduct for Body Corporate Managers

From: [Tom Atfield](#)
To: [RBC - Alyxia](#)
Subject: Re: Letter re Expressions of Interest
Date: Monday, 20 May 2024 8:09:46 PM

Hi,

Is it too late to make a nomination.

Thanks

On 13 May 2024, at 9:16 AM, Alyxia <alyxia@scove.com.au> wrote:

Good morning Lot Owner/s

Please find attached letter asking for nominations from owners to serve as the representative of Alyxia at meetings of the Principal Body Corporate (also known as a Member's Nominee).

Regards

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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<MN expression of interest Alyxia.pdf>



22 May 2024

Mr Peter Cohen

Transmission via email: petercohen3@me.com

Dear Peter,

I hope this letter finds you well.

On behalf of the Sanctuary Cove Principal Body Corporate, I wanted to take this opportunity to express my sincere appreciation for your outstanding service on both the Sanctuary Cove Principal Body Corporate and the Executive Committee.

Your dedication, hard work, and invaluable insights have made a significant impact on our community. Your friendship is valued and your input around the committee table is missed, but it is good to know that you are only a cup of coffee away in the village.

Thank you for all your contributions and for helping to make our community a better place to live. We do wish you a very happy life with your family here in Sanctuary Cove.

Kind regards,

Brian Earp

Secretary

On behalf of the Sanctuary Cove Principal Body Corporate



22 May 2024

Mr Anthony Ellingford

Transmission via email: anthonyellingford@gmail.com

Dear Tony,

I hope this letter finds you well.

The Principal Body Corporate want to take a moment to express our sincere appreciation and truly thank you for the tireless contribution you have made to the Sanctuary Cove community, and particularly your time as Treasurer and member of the Sanctuary Cove Principal Body Corporate Executive Committee.

Your friendship has been valued by all and you are already sadly missed, but we do take comfort in knowing that your family will be reaping the benefit by enjoying your valued support along with the witty jokes and jovial personality.

Thank you for all your contributions and for helping to make our community a better place to live and we do wish you a very happy life with your family in Guernsey.

Kind regards,

Brian Earp

Secretary

On behalf of the Sanctuary Cove Principal Body Corporate



**SANCTUARY COVE RESORT
PRINCIPAL BODY CORPORATE
AND
PRIMARY THOROUGHFARE BODY CORPORATE**

**DOCUMENT A
LANDSCAPING MAINTENANCE WORK CONTRACT
FORMAL INSTRUMENT OF AGREEMENT**

DATED: ____/_____/____

1. PARTIES

- 1. **SANCTUARY COVE PRINCIPAL BODY CORPORATE**, of c/- Sanctuary Cove Community Services Limited, Shop 1A, Building 1, Masthead Way Sanctuary Cove Queensland 4212 **(Principal)**

AND/OR

SANCTUARY COVE PRIMARY THOROUGHFARE BODY CORPORATE of c/- Sanctuary Cove Community Services Limited, Shop 1A, Building 1, Masthead Way Sanctuary Cove Queensland 4212 **(Principal)**

- 2. **CONTRACTOR** ACN _____ of Address _____ - **(Contractor)**

The Parties agree: -

2. PERFORMANCE OF THE WORKS

- 2.1 The Contractor agrees to execute and complete the Work as defined in Document B – Special Conditions for the Term and on the terms and conditions set out in this Contract.
- 2.2 The Principal agrees to pay the Contract Sum (set out in Document D - Annexure 2) to the Contractor in consideration for the performance of the Work in accordance with the terms and conditions of the Contract.

3. CONTRACT DOCUMENTS

3.1 The following documents together comprise this Contract between the parties:

- (a) Document A - Formal Instrument of Agreement;
- (b) Document B - Special Conditions;
- (c) Document C - General Conditions of Contract;
- (d) Document D - Annexures.

3.2 In the event of an inconsistency, conflict, or ambiguity and for the general purposes of assisting in the interpretation of the Contract, the Contract will be interpreted and the clauses in the Contract will be given priority in the order set out in Clause 2.1.

4. JOINT AND SEVERABLE LIABILITY

- 4.1 If the Contractor comprises of two or more entities, the entities comprising the Contractor must be jointly and severally liable for the performance of that party's obligations under this Contract, as the case may be.
- 4.2 If the Principal comprises of two or more entities, the entities comprising the Principal must be severally liable for the performance of that party's obligations under this Contract, as the case may be.
- 4.3 In the event that a party identifies any inconsistency between the terms of the Contract, the party must notify the other party in writing immediately it finds the ambiguity, discrepancy or inconsistency and the Principal will confirm in writing the interpretation to be applied to such inconsistency.

5. NATURE OF RELATIONSHIP

- 5.1 The Contractor provides the Work as Contractor to the Principal.
- 5.2 Nothing in this Contract will constitute the Contractor as a partner, joint venturer, or employee of the Principal.
- 5.3 The Principal engages the Contractor to perform the Work at Sanctuary Cove Resort or such Areas of Sanctuary Cove Resort as is specified in Part B.

6. GOVERNING LAW

6.1 This Contract must be construed and taken to be interpreted in accordance with the laws for the time being enforced in the State of Queensland.

6.2 The parties agree to submit to the jurisdiction of the courts of Queensland in accordance with the matters and things arising in relation to this Contract.

7. EXECUTED BY THE PARTIES AS AN AGREEMENT

**THE COMMON SEAL OF SANCTUARY
COVE RESORT PRINCIPAL BODY
CORPORATE (PBC)** was affixed pursuant to
a resolution of the PBC in the presence of:
}
}
}
}
}

affix seal here

Signature of Chairperson/Secretary
(please delete as applicable)

Signature of Chairperson/Secretary/ Committee
Member (please delete as applicable)

Print Name

Print Name

Date

Date

**THE COMMON SEAL OF SANCTUARY
COVE RESORT PRIMARY
THOROUGHFARE BODY CORPORATE
(PTBC)** was affixed pursuant to a resolution of
the PTBC in the presence of:
}
}
}
}
}

affix seal here

Signature of Chairperson/Secretary
(please delete as applicable)

Signature of Chairperson/Secretary/ Committee
Member (please delete as applicable)

Print Name

Print Name

Date

Date

SIGNED, SEALED AND DELIVERED by
CONTRACTOR ACN _____

in accordance with section 127 of the
Corporations Act 2001 (Cth)

}
}
}
}
}
}

Signature of Director

Signature of Director

Print Name

Print Name

Date

Date

**SANCTUARY COVE RESORT
PRINCIPAL BODY CORPORATE &
PRIMARY THOROUGHFARE BODY CORPORATE**

DOCUMENT B

**SPECIAL CONDITIONS FOR LANDSCAPING
MAINTENANCE WORKS CONTRACT**

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1. AREAS

- 1.1 This Contract for the Works applies to the following areas ("Areas") depicted within the Plan in Document D – Annexure 1:
- 1.2 It is the Contractors responsibility to confirm the boundaries of the Area with the Principal at the time of tendering.
- 1.3 Any queries regarding the Areas of the Works are to be directed to the Principal during the site briefing.
- 1.4 In addition to the specified landscaping maintenance works outlined in this contract, the Contractor agrees to extend services to encompass all additional areas as defined by the Residential Zone Activities By-laws. These additional areas shall be subject to the same standards of care and attention as specified for the primary maintenance areas.
- 1.5 The Contractor shall liaise with the Client or their representative to determine the scope and specifics of maintenance required for these additional areas, ensuring compliance with relevant regulations and guidelines outlined in the Residential Zone Activities By-laws, depicted within Document D – Annexure 4.
- 1.6 The Principal reserves the right to include additional bodies corporate within the scope of this contract at the discretion of both parties, subject to mutual agreement.
- 1.7 Unless specified by this Contract or otherwise advised by the Principal, the provision of Works to private residences is excluded from the Scope of Works required by this Contract.

The boundary between those Areas, the subject of this Contract and private residences shall be the external face of the residence boundary walls or fences, or in the absence of walls or fences, the external edge of Garden beds unless otherwise specified by the Principal. Any Gardens and streetscape that is changed beyond the Principal's guidelines by a resident will be excluded from this maintenance Contract unless agreed to by both the Contractor and the Principal.

2. SCOPE OF WORK

2.1 GENERAL SCOPE OF SERVICE

This specification contains the technical clauses and graphic documents relating to the horticultural maintenance of the resort. Its intent is directed at maintenance of the soft landscape to a standard consistent with and specified within the Sanctuary Cove Landscape Master Plan.

Key Performance Indicators (KPIs) have been included to provide both the Principal and the Contractor with measurement criteria for the standards required.

The Contractor's Obligations under the Contract shall include Work to and provision of all items, parts, components, plant stock, and equipment needed to carry out the Works. The Contractor will provide all services necessary to ensure the health and the highest industry quality presentation of landscaping, plant stock and grounds covered by this Contract. The Contractor will liaise with the irrigation Contractor to ensure adequate supply of water to

provide optimum growing conditions for all plants, Trees, and turf. The Contractor shall conduct Works that include but not be limited to the following major items:

- a) fertiliser application
- b) mowing, slashing, and edging
- c) removal of weeds and litter
- d) pest and disease control
- e) lawn and turf grass treatments (e.g. coring, de-thatching, top dressing etc.)
- f) Mulching and soil amendments
- g) Pruning
- h) staking/tying/guying
- i) subsoil drainage maintenance
- j) Tree maintenance and surgery and
- k) Pavement cleaning

2.2 OVERALL REQUIREMENTS

The Contractor shall provide all services as necessary to maintain the landscaping and other areas to which this contract applies:

- a) in accordance with the requirements of the contract; and
- b) to the reasonable satisfaction of the Principal.

The standards of workmanship and materials specified by this contract are the minimum standards which the Contractor is expected to meet.

2.3 GENERAL

The Contractor shall:

- a) provide all regular maintenance routines set out in the special conditions;
- b) provide all materials including those detailed in the special conditions, machinery, equipment, consumables, and competent labour to ensure the optimum growing condition and appearance of all plant material at all times;
- c) furnish the Principal with an annual landscaping schedule of works detailing all planned activities/timeframes;

- d) practice preventative maintenance procedures including the detection and monitoring of disease, insect damage, injury, physiological disorders, and parasitic growths that may become detrimental to the growth and form of plant material;
- e) undertake appropriate precautions to prevent the movement of pests and diseases on site;
- f) *provide and complete records of treatment and maintenance as prescribed by the special conditions and provide a brief summary of activities each month to the Principal within 5 days of the end of the month; and*

the Contractor shall provide a comprehensive report for each completed area/body corporate. This report, to be submitted to the Facilities Services Manager in writing within forty-eight (48) hours of completion and shall encompass the major activities conducted during the service (KPI)

- g) act in accordance with all directions given by the Principal with respect to maintenance problems within the timeframe nominated by the special conditions or as otherwise directed by the Principal.

The Contractor is responsible to conduct all activities at the frequency described in this document to comply with the requirements of this Contract.

2.4 TURF

- a) remove any rubbish and foreign materials from lawns before mowing;
- b) check lawn areas for symptoms of pest, Weed and disease infestation and take appropriate remedial action; and
- c) check for potential problems with irrigation and advise the irrigation Contractor.

Turf species present: Either pure strains or combinations of; Couch Grasses, common couch, Wintergreen, Greenlees Park and others.

2.4.1 Mowing

- a) all mowing is to be carried out using *triple head contour mowers* a combination of fixed deck ride on, floating deck ride on, catcher style ride on and push mowers.
- b) mowers and other equipment are to be maintained to a high standard according to manufacturer's directions. In particular, blades are to be kept sharp and in good condition;
- c) turf tyres are to be fitted on all equipment which is used on lawns;
- d) mower types are to be provided for approval within this tender
- e) the Contractor shall ensure that mowers are operated at a speed and in a manner, which does not cause twist marks on lawns or hard surfaces or ripple effects on lawns;

- f) any damage caused to the lawns or hardscape by the Contractor will be rectified at the Contractor's expense and to the satisfaction of the Principal;
- g) any damage caused as a result of trimming or edging by the Contractor to unprotected trees, bollards, signage, kerbs, or any other hard landscape features shall be repaired at the Contractors cost;
- h) at all times the Contractor is to consider the ground conditions prior to mowing taking place with decisions not to mow referred to the Facilities Services Manager;
- i) **the cutting frequency shall be based on working days;**

Residential nature strips. 1 September to 30 April - max every 10 days

Residential nature strips. 1 May to 30 August - max every 15 days

Parks, median strips, roundabouts. 1 September to 30 April – max 10 days

Parks, median strips, roundabouts. 1 May to 30 August – max 15 days

the cutting frequency shall be based on working days;

Residential nature strips. 1 October to 30 April – Weekly (5 business days)

Residential nature strips. 1 May to 30 September – Fortnightly (10 business days)

Parks, median strips, roundabouts. 1 October to 30 April – Weekly (5 business days)

Parks, median strips, roundabouts. 1 May to 30 September – Fortnightly (10 business days)

the Contractor shall perform mowing activities on a rotational cycle, whereby all turf sections or areas are designated for mowing in sequential order, ensuring fair distribution of maintenance efforts and promoting even growth across the landscaped areas;

- j) frequency will be adjusted to ensure that lawns are maintained in a neat and tidy condition; in particular, seed heads of Grasses and Weeds shall not be allowed to develop a height greater than fifty (50) millimetres. Exceptions may be granted during periods of extended rainfall, subject to approval from the Facilities Services Manager;
- k) the finish shall be even without scalping or visually unacceptable markings (KPI) after mowing;
- l) mowing height shall be maintained within the range 25 – ~~40~~ 50 millimetres (KPI) depending on lawn species and time of year; the longer cut is preferred during winter;
- m) no more than 30% of the leaf height is to be removed at any one time. The objective is for lawns to have a dark green colour and even texture at all times;
- n) lawns are not to be mown when there is the risk of mowers sinking into the turf and causing scalping;
- o) the Contractor is to provide sufficient resources of both manpower and equipment to complete mowing during fine (not wet) weather conditions;
- p) mowers are to be a self-mulching type and clippings are to be left on the lawns;

- q) any Grass clippings left on hard surfaces are to be removed by close of business on the day of mowing; and
- r) edges are to be trimmed at every second mowing.
- s) edges are not to exceed 40 50 millimetres in length. (KPI)
- t) *The Contractor is responsible for maintaining the Address swale line adjacent to Sanctuary Manors/Sanctuary Gardens. This includes maintaining a vegetation-free strip. Mowing should take place every alternate service and the Contractor shall apply broad-spectrum knockdown herbicide to this area six (6) times per year, in addition to other required activities.*

The Contractor is responsible for maintaining The Address stormwater swale up to the adjoining boundary of Sanctuary Manors/Sanctuary Gardens, ensuring a clear strip devoid of vegetation. In addition to other activities, mowing is to occur every alternate service, and the Contractor shall allow for monthly applications of a broad-spectrum knockdown herbicide during the Spring/Summer periods, and bi-monthly applications during Autumn/Winter periods.

Horizontal Trimming

Horizontal trimming refers to the cutting of grass areas using line trimmers fitted with nylon line or similar (but not blade trimmers) that are inaccessible by the mowing operation. Such areas include around light poles, bollards, walls, fences, and areas regarded as too steep to safely mow.

- a) herbicides shall not be used as a trimming method;
- b) plant growth regulators may be used to retard plant growth with the approval of the Principal however the standard of finish must be maintained;
- c) lawn finish and trimming height will match the mowing frequency for each lawn class. Trimming will be carried out within a 24-hour period of mowing (KPI); and
- d) all cuttings and debris dispersed onto hard surfaces as a result of the trimming operation may be blown or swept onto the lawn area provided it is a similar texture to the lawn clippings and does not produce a noticeable residue. Otherwise, trimmings are to be collected and removed from site.

2.4.2 Edging Works

Edging involves the vertical cutting or trimming of Grass flush around the perimeter at horizontal hard landscape surfaces such as footpaths, hard edges, kerbs, and paved surfaces including residential driveways. Edging also includes the maintenance of soft edges such as those surrounding Garden beds and Tree pits.

- a) mechanical edging frequency shall depend on the growth rate and grass species to be maintained but shall be at intervals no greater than every second mowing;
- b) edges should not exceed 40 fifty (50) millimetres in length. Exceptions may be granted during periods of extended rainfall, subject to approval from the Facilities Services Manager; (KPI)

- c) edging equipment will include mechanical edger's using nylon covered wire rope, or nylon cord. Hard tiled areas, soft mortar and areas that are paved will be edged using nylon cord only; and
- d) herbicides may be used as a hedging tool on tree pits, tree surrounds and garden bed edges. Only non-residual herbicides shall be used as a method of edging.

2.4.3 **Lawn Fertilising Works**

- a) *lawn nutrition shall be based on the results of soil testing and foliar testing of lawn Grasses.*
 - i. *soil samples are to be taken once each year, in mid to late July, from three sites in the maintained area;*
 - ii. *sample locations are to take into account the variable soil types on site;*
 - iii. *each sample is to consist of at least 5 sub samples and is to be analysed by an independent body;*
 - iv. *foliage samples are to be taken once a year, in January, from the same areas as soil samples were taken the previous July (i.e. three samples).*
 - v. *samples are to be analysed for macro and micro nutrients by a laboratory with ASPAC Accreditation;*
 - vi. *the costs of all testing shall be borne by the Contractor;*
 - vii. *all sampling and testing shall be carried out in consultation with the Principal;*
 - viii. *the Contractor shall notify the Principal one week prior to the application of fertilizers. The Principals representative will be in attendance when the fertilizer is delivered to site and all delivery dockets will be supplied to the Principal on request;*
 - ix. *the soil chemistry is to be maintained within the following parameters:*

Analyte	Range	Reference
pH (1:5 water)	6.0 -7.0	AS 4419
Electrical conductivity	<0.3 (dS/m)	AS 4419
Phosphorus (Olsen)	30 - 80ppm	AS 4419
Cation exchange capacity	>5 meq/100g	
<i>Base saturation levels:</i>		
Potassium	>5% of cations	
Calcium	60 -70 % of cations	
Magnesium	20 -25% of cations	
Sodium	<5% of cations	
Organic carbon	>1.0%	AS 4419

- x. *trace element levels are to be maintained within the generally accepted range for the test method employed; and*

Commented [SF1]: An expensive endeavor that failed to yield any advantages for the entirety of the contract tasks.

xi. remedial action shall be taken at the discretion of the Principal when values fall outside the above ranges.

b) turf nutrition will be carried out using controlled release or slow-release fertilizers (CRF or SRF) with at least 3 months longevity.

- I. all fertilizers and other amendments will be supplied by the Contractor as part of the contract;
- II. the use of fertilizers with significant odour is to be discouraged;
- III. fertilizers shall be applied *three two (2)* times per year as follows:

*Application 1: second half of August
Application 2: November / December
Application 3: early April*

Application 1: September
Application 2: April

- IV. the Contractor is to provide a cost in the Schedule of Rates for additional fertilizer applications using a fast release NPK product to areas of the site where nutrient leaching occurs; and
- V. the NPK ratio of turf fertilizers used is to be determined as a result of soil test data.

c) fertilizers shall be applied through either a centrifugal or drop spreader which has been properly calibrated to deliver the correct amount of product.

- I. a centrifugal spreader shall not be used to apply fine grade lime or gypsum;
- II. spread the fertilizer in two alternate directions to achieve an even coverage at the recommended rate;
- III. remove all fertilizer from non-target areas on the day of application;
- IV. application is to be made uniformly over the area in a manner designed to reduce the risk of colour banding; and

V. the Contractor shall arrange for the application of 8 millimetre of irrigation within 24 hours after applying the fertilizer.

d) The Contractor shall coordinate with the appropriate personnel to ensure that eight (8) millimetres of irrigation is applied within twenty-four (24) hours following the application of fertilizer.

2.4.4 **Turf Weed Control Works**

a) Weed control involves the control of all broadleaf and Grass Weeds (including Paspalum) other than the primary Grass species.

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- b) lawns are to have, on average, less than 5% cover of Weeds (KPI). The primary Grass species is to provide an even lush sward of at least 95% cover;
- c) the Contractor will apply appropriate herbicides to maintain weed growth at less than 5% of total cover;
- d) the Contractor will allow for 2 three (3) full treatments of all turf areas. Additional spot spraying of weeds will also be required to maintain the KPI;
- e) only herbicides registered for the purpose are to be used by the Contractor;
- f) any damage caused to non-target species shall be rectified at the Contractor's expense;
- g) the use of pre-emergent herbicides either alone or in combination with fertilizers is allowable;
- h) the use of volatile herbicides such as dicamba and MCPA is allowable, subject to legislation, provided adequate precautions are taken to prevent spray drift. The use of hooded sprayers or controlled droplet application equipment shall be used for these products;
- i) all spot spraying of herbicides shall incorporate herbicide marking dye; and
- j) the Principal is to be advised at least seven (7) days prior to the application of herbicides.
- k) Supply and place suitable warnings signs notifying of herbicide spraying as the program is taking place.

2.4.5 **Pest And Disease Control**

- a) the Contractor is advised that the soil and water borne disease Phytophthora spp is associated with the soils at the site. Myrtle rust is also present on site. The Contractor is to take appropriate precautions to prevent the further spread of these diseases;
- b) pest and disease control in turf will be regarded as a variation to this contract and costs will be aligned with the Schedule of Rates;
- c) pests and diseases shall be controlled once their population is likely to become detrimental to health and or visual appearance of the turf Grass;
- d) the Contractor will conduct a checking program to ensure that pests and diseases do not build up to the stage of causing visual damage. (KPI - pest and disease check program in place);
- e) the Principal is to be advised at least twenty-four (24) hours prior to the application of Pesticides for pest and disease control;
- f) only Pesticides registered for the purpose are to be used by the Contractor;

Commented [SF2]: May necessitate adjusting the percentage or gradually reducing it throughout the contract duration, contingent upon the site's condition at the tendering stage.

- g) any damage caused to non-target species shall be rectified at the Contractor's expense;
- h) application of Pesticides may be by spraying or granule application;
- i) spray applicators shall be low volume cone tips to produce minimal drift; and
- j) where granule application is carried out, any granules remaining on hard non-target surfaces shall be removed prior to close of business on the day of application.

2.4.6 **Additional Turf Works**

The contractor is to review all grassed areas within the PBC and provide to the principal at the commencement of the landscaping contract a Top-Dressing Plan. The plan is to ensure that all grassed areas have received topdressing once within the three-year landscaping contract.

- i. All costs to complete the topdressing plan including labour, materials and equipment are to be included into the contract sum (a) fixed price*

From time-to-time additional turf Works may be required. These operations may include de-thatching, coring, top dressing and over seeding. All such operations shall be carried out following approval of the Principal as a variation to the contract.

The primary reasons for these operations will include decompaction of wear areas, adjustment of levels (particularly to reduce trip hazards along pathways) and thatch removal.

- I. thatch should be removed or reduced when the thatch layer exceeds 20 millimetres depth. The Contractor is to apply industry accepted best practice to reduce the build-up of thatch;
- II. coring for decompaction may be carried out using either hollow or solid tines. Hollow tines are to be used on soil types of clay loam, silty clay loam or heavy clay soil. Solid tines may be used on soil types of sandy loam or lighter. Where hollow tines are used the cores are to be broken up and spread across the turf surface. Where solid tines are used, the preferred equipment is a Vertidrain® or similar, with needle tines;
- III. aggressive coring (using an Aggravator® or similar) shall not be undertaken without the written approval of the Principal;
- IV. top dressing is to be carried out to rectify level defects in the turf, especially against hard surfaces which may provide a trip hazard;
- V. prior to topdressing an area, a renovation fertilizer shall be applied at manufacturers' directions;
- VI. topdressing sand is to be medium grade washed river sand, free from weed seed and other contaminants which is specifically produced for the purpose. The topdressing sand is to have a hydraulic conductivity no lower than the soil beneath the turf. No organic top-dressing material is to be used;

- VII. topdressing is to be applied to a maximum depth of 10 millimetres in any one operation and is to be worked into the turf surface. Should more than one application be required, allow the turf to recover between applications; and
- VIII. The Contractor is to review the condition of all turf areas monthly and advise the principal of the areas the contractor believes require attention. The advice is to be included into the monthly report. Any additional topdressing works outside of the topdressing plan shall not proceed to treatment without written authorisation.
- IX. The Contractor shall supply a costed variation in the schedule of rates for these Additional Turf Works operations.

2.5 HORTICULTURAL AND PLANTING WORKS

The Garden areas must receive a high standard of workmanship in order to achieve healthy and vigorous plant growth and to the satisfaction of the Principal:

- a) areas must be inspected on a daily basis for rubbish, wind damage, vandalism and any other problem that may occur. This inspection shall be carried out at the beginning of each day so problems can be identified and programmed into that day's work;
- b) plants which are damaged by the Contractors negligence, vehicles & or Pesticide use during the term are to be replaced at the Contractors expense by a plant which will be of a type and size approved by the Principal of similar type and size;
- c) new plantings will have a maintenance period of no less than **90 thirty (30)** days or as provided in accordance with the PBC/PTBC requirements; and
- d) the replacement plants shall have an optimum habit of growth and shall be sound, healthy, vigorous and without pest damage, disease, injury, or physiological disorders.

2.5.1 Rubbish Removal

- a) rubbish shall include but not be limited to:
 - I. fallen branches from plants, horticultural waste generated from the maintenance activities;
 - II. all items discarded by humans in the area; *and*
 - III. *any dead animals or birds.*
- b) collect and remove all rubbish from the adjacent Pavements, including car park areas, all gardens and lawn areas on site on a daily basis;
- c) all rubbish collected is to be deposited in the designated waste skips as instructed by the Principal. The transport of rubbish on and off Site shall be in vehicles that are equipped with covered trays or the like to fully contain the material;

- d) litter shall consist of all waste vegetation, loose man-made and all inorganic materials. All areas as specified will be kept free of this material and in a clean and tidy condition at all times; and
- e) disposal of all collected waste materials shall be *at the Contractors expense* disposed of in the site waste bin provided by the Principal.

2.5.2 **Pruning Works**

The Contractor shall prune all Trees, shrubs, hedges, and groundcovers to the highest horticultural standard to encourage the plants natural form or design intent. Prior to commencing any pruning works the Contractor shall evaluate the plant or plant group for the desired growth habit and their relationship to the total landscape. Use the combined techniques of thinning out and heading back to achieve the desired growth habit. In particular:

- a) The Contractor will maintain trees, shrubs, and hedges, including but not limited to:
 - I. removal of dead and diseased foliage from Trees, shrubs, hedges and groundcover species;
 - II. hedges to be maintained up to a maximum height of 2 metres and a maximum width of 1.2 metres (KPI);
 - III. Vegetation on approaches to intersections and on roundabouts to be maintained to a height which does not impede driver vision and meets WPH&S standards;
 - IV. prune trees, hedges, shrubs and vines to maintain clear access and visibility along paths, roads and for signage;
 - V. trim groundcover species off paths, fence lines and kerbs to maintain a neat and clear edge at all times;
 - VI. prune or trim plants to prevent obstruction of landscape lighting; and
 - VII. remove excessive growth to allow light and air to penetrate the plants.
- b) The Contractor shall perform pruning activities on a rotational cycle, with intervals no longer than six (6) weeks, encompassing all gardens located onsite. These activities may be carried out more frequently as deemed necessary.
- c) The Contractor shall evaluate existing plant shape and form together with the shape and form as desired by the Principal prior to any pruning and determine whether they are:
 - I. accent or feature plants - these should be pruned to emphasize a certain branching pattern or leaf character or plant shape;
 - II. a foundation planting - these should be pruned in a loose textural manner to form a loose, continuous mass;

- III. a windbreak – these will require pruning to rejuvenate growth, the height must remain the same;
 - IV. amassed screen planting - do not remove their lower branches as this will expose unwanted view to bare earth and reduce their screening effect. Do not hard prune more than 10% of the plants in the screen at any time to ensure the integrity of the screen is maintained (KPI).
In cases where pruning exceeding 10% is deemed necessary to rejuvenate growth, prior approval must be obtained from the Facilities Services Manager before any work is initiated.
- d) pruning is to be done with sharp professional pruning equipment;
 - e) hedges are to be kept trimmed at all times to provide a clean concise shape;
 - f) in doing so the Contractor shall minimise size and number of wounds resulting from pruning;
 - g) do not use any wound dressings;
 - h) the Contractor will maintain all hedges at or below the required safe working height; if hedges are not at a safe working height, the Contractor will reduce hedges to an acceptable level at the Contractors cost;
 - i) all pruning activities and techniques shall be to the satisfaction of the Principal;
 - j) formal hedges are to be trimmed to maintain shape and appearance. *During the course of the contract, it is planned to remove a number of hedges in order to reduce long-term maintenance costs. The hedges proposed for removal are fast growing species which require more regular maintenance, for example, Plumbago and Duranta. It is proposed that these hedges will be replaced by slower growing hedges, informal hedges or turf. Consequently, the contractor is to provide a cost of trimming per 100 lineal metres of hedge in order to establish a variation price.*
 - a) *formal hedging shall be carried out with the following frequency:*
 - i. *Low Hedges - Trachelospernum asiaticum "Tricolour", All areas 4 times per annum.*
 - ii. *Slow growing species such as Syzygium and Murraya All areas 6 times per annum.*
 - iii. *Fast growing species such as Plumbago, Westringia, Trachelospernum jasminoides and Duranta species All areas 8 times per annum.*
 - k) Informal hedges are not to be trimmed, rather they are to be shaped *4 four times per annum*. Examples of informal hedges include Ixora, Philodendron, Phyllanthus and Carissa species.
 - l) all clippings and pruning from routine operations are to be removed to the green waste site;

m) major formative pruning works shall be undertaken twice a year at the discretion of the Principal. Waste from these operations will be chipped on location and the mulch applied to B grade Garden areas which are out of sight to residents;

n) Major formative pruning works shall be conducted in consultation with the Principal and executed in each designated area at a minimum frequency of once annually. Waste from these operations will be chipped on location and the mulch applied to B grade Garden areas which are out of sight to residents;

- i. as a guide, green waste from pruning operations which will result in less than 5 cubic metres of Mulch per day should be removed to the green waste site;
- ii. pruning operations which are expected to result in more than this volume should be chipped onsite for re-use in low visibility areas.

o) specific shrub and groundcover pruning requirements:

- I. the following shrubs only require the removal of faded leaves, fronds and flower stalks on a regular basis to maintain a good appearance.

Philodendron 'Xanadu';

Hymenocallis sp (Spider lily);

Agapanthus spp;

- II. clumps of Agapanthus and Hymenocallis may need to be broken up and replanted from time to time. This would constitute a variation to this contract; and
- III. the following shrubs may require hard pruning from time to time to re-invigorate the plants. This pruning is likely to be required every three or four years and should be carried out in spring to allow rapid re-growth of the plants. Where hard pruning of more than 50% of the plant volume is required, the Principal is to be consulted and approval received, prior to carrying out the work; (KPI)

Bougainvillea spp

Hibiscus spp

Lomandra spp

Native shrubs such as Callistemon, Leptospermum and Grevillea. (Grevillea should not have more than 30% of plant volume removed in any one season).

2.5.3 Garden Fertilising Works

Fertilising of the Gardens will be carried out in accordance with an annual fertilizer plan. *which is formulated following soil testing in July / November each year.*

a) soil testing

- i. soil sampling is to be carried out in a minimum of three locations each year which take into account the variability of soil types and vegetation on the site;*
- ii. sample depth is to be no less than 150 millimeters after removal of mulch;*
- iii. testing for nutrients and organic carbon is to be carried out by an independent testing laboratory with ASPAC Accreditation;*
- iv. the costs of soil testing shall be borne by the Contractor;*
- v. the soil chemistry for Garden and Tree areas is to be maintained within the following parameters:*

Analyte	Range	Reference
pH (1:5 water)	5.5 -7.0	AS 4419
Electrical conductivity	<1.0 (dS/m)	AS 4419
Phosphorus (Olsen)		
Sensitive plants	<20ppm	AS 4419
Non sensitive plants	10-50ppm	AS 4419
Cation exchange capacity	>8 meq/100g	
Base saturation levels:		
Potassium	>5% of cations	
Calcium	50 -75 % of cations	
Magnesium	10 -25% of cations	
Sodium	<5% of cations	
Organic carbon	>2%	AS 4419

- vi. trace element levels are to be maintained within the generally accepted range for the test method employed; and*
- vii. remedial action shall be taken at the discretion of the Principal when values fall outside the above ranges.*

b) fertilizer types and timing of application

- I.** Garden nutrition will be carried out using controlled release or slow-release fertilizers (CRF or SRF) all fertilizers and other amendments will be supplied by the Contractor as part of the contract;
- II.** the use of fertilizers with significant odour is to be discouraged;
- III.** *the NPK ratio of fertilizers used is to be determined following receipt of soil test data. The application of gypsum and or lime shall be by variation; and*
- IV.** the Contractor is to provide a cost in the Schedule of Rates for additional fertilizer applications using a fast release NPK product to areas of the site where excessive nutrient leaching may occur.

- V. fertilising will be with granulated controlled release fertiliser (CRF), slow-release fertiliser (SRF) or compound inorganic or organic fertilizers.
 - VI. fertilizers shall be applied ~~three~~ two (2) times per year as follows;
 - Application 1: second half of May*
 - Application 2: second half of August*
 - Application 3: second half of November.*
- Application 1: September
Application 2: April
- I. the usage of liquid fertilizers is to be discouraged unless specific needs arise. All fertilizers and specific nutrients will be supplied by the Contractor as part of the Contract.
 - II. Garden areas containing phosphorus sensitive plants (some Banksias, Grevilleas and others) shall be fertilized with a product suitable for these species;
 - III. the Contractor will notify the Principal seven (7) days *1 week* prior to the application of fertilizers. The Principal will be in attendance when the fertiliser is delivered to site and all delivery dockets will be supplied to the Principal for review to ensure all fertiliser has been applied to site;
 - IV. granular fertilisers are to be spread evenly over the Garden area. Fertiliser is not to be applied just around the base of the plants;
 - V. remove all granular fertiliser from paths, roads and hard surfaces prior to irrigating the area;
 - VI. any damage caused by a failure to remove fertilizer shall be rectified at the Contractor's expense;
 - VII. *the Contractor must arrange for the application of a minimum of 8 millimetre of irrigation water to Gardens fertilised with granular fertilizers;*
 - The Contractor shall coordinate with the appropriate personnel to ensure that eight (8) millimeters of irrigation is applied within twenty-four (24) hours following the application of fertilizer.
 - VIII. remove fertilisers from the leaves and crowns of plants; and
 - IX. additional applications of specific elements may be required throughout the year should deficiencies be identified. Foliar testing shall be used to determine whether deficiencies are present.

2.5.4 **Garden Weed Control Works**

- a) control and removal of any plant material that is not designed to be in the Garden area. Weeds will be controlled by mulching, physical removal and/or herbicides;

- b) all Weeds are to be removed on a regular basis;
- c) Weed growth is not to exceed eighty (80) 50 millimetres in height or diameter; (KPI)
- d) Weed growth shall not exceed 0.5% of ground surface area; (KPI)
- e) Eucalyptus seedling regrowth is to be removed prior to reaching 1 metre height unless it occurs in high visibility areas when the above standard will apply
- f) the Weeding interval for Garden areas shall not exceed:

September 16th to April 15th, 20 days;

April 16th to September 15th, 30 days.

20 Days

- g) use of herbicides in Garden areas is permissible; however, Weeds which have formed seed heads are to be removed by hand with care to prevent seed dispersal;
- h) selective herbicides can be used to control specific weeds;
- i) Weed control should be undertaken in conjunction with pruning to achieve an overall groomed appearance and to facilitate the removal of debris;
- j) all Category 1 and 2 Weeds as gazetted by the Dept. of Natural Resources & Water from time to time shall be removed either by spraying or by hand immediately upon detection and their presence recorded in the monthly report. No Category 1, 2 or 3 plants are to be planted on site;
- k) the Contractor shall obtain approval from the Principal regarding the types of herbicides which are to be used;
- l) the use of pre-emergent herbicides is to be considered where appropriate;
- m) dead vegetation or other waste material is to be removed and the surfaces as described are to be kept in a clean and tidy condition at all times;
- n) herbicides shall be applied with a wick applicator, controlled droplet applicator (CDA) or low-pressure sprayers fitted with nozzle shields to eliminate spray drift;
- o) herbicide marking dye is to be used for all Garden spraying; and
- p) *the Santa Barbara fence line adjoining the Santa Barbara development and roadway is to be maintained, in addition to other activities, by maintaining a vegetation free strip, 1 metre wide beneath the fence line. Contractor to allow for 6 applications of broad spectrum knockdown herbicide per annum to this area.*

The Contractor is responsible for maintaining the PTBC stormwater swale up to the adjoining Santa Barbara boundary, including the 1-metre-wide strip between the fence line, to ensure the area is devoid of undesirable vegetation that could negatively impact the area's aesthetics or functionality. In addition to other activities,

the Contractor is to allow for monthly applications of a broad-spectrum knockdown herbicide during the Spring/Summer periods and bi-monthly applications during Autumn/Winter periods.

2.5.5 **Pest And Disease Control Works**

- a) control of pests and disease will be carried out in a professional manner with all appropriate precautions taken by the Contractor;
- b) pest and disease populations must be continually monitored and not be permitted to build up to damaging levels (KPI);
- c) the Contractor will accurately identify pest and diseases and then take control measures when their population begins to affect plant health;
- d) integrated pest management is the preferred method of control however there are many cases where this is impractical due to plant species diversity;
- e) chemicals used should be designed to control the problem, pest, or disease with minimal impact on their natural predators. Safety for the operator and general public is a priority when selecting the appropriate chemical. Always use the least environmentally harmful chemicals to control the problem;
- f) ant nests are to be identified and treated during the weekly maintenance visits. *The site is free from Red Imported Fire Ant however the Contractor is to be aware of the possibility of this pest being introduced;*
- g) All routine pest and disease control activities on susceptible plants within garden areas, for commonly occurring pests and disease such as scale, are to be included in the contractor's tender and will not be treated as a variation;
- h) should chemical control become necessary apply Pesticides outside of peak pedestrian usage periods and adhere to all relevant Pesticide safety procedures and legislation;
- i) *do not spray when wind speed exceeds 5km per hour;*
avoid spraying in conditions where there is a risk of spray drift
- j) damage caused by misuse shall be rectified at the Contractor's expense; and
- k) remove granular Pesticides from non-target areas following application.
- l) *the contractor shall in February each year of the contract term*
 - i. *Carry out a site wide inspection of all Pandanus Plants. The inspection is to in particular identify any infestations of palm bug.*
 - ii. *Provide a report to the Principle of the findings, treatment suggestions and quotation for treatment.*

2.5.6 Mulching Works

- a) from time to time, small quantities of Mulch will be required to top up or rectify damage adjacent to the roads. The Contractor is to allow for the provision and installation of 20 cubic metres of mulch per annum per entity for this purpose in their quotation;
- b) the Contractor shall supply all other mulching material as a Costed Variation required for maintaining the specified mulch levels in Gardens, Tree pits and palm areas throughout the Contract Period;
- c) the Contractor will notify the Principal one (1) week prior to the applications of Mulches for authority to be given and written confirmation issued;
- d) the Contractor will not apply Mulch until the Principal has identified the Mulch area, amount to be installed and Purchase orders Issued;
- e) the "Principals" representative will be in attendance when the Mulch is delivered to site and all delivery dockets will be supplied to the Principal for review to ensure all Mulches have been applied to site;
- f) prior to June 30th, the Contractor will provide to the Principal a fixed cost for the supply and installation of the various Mulch types to the various Garden areas for the Principals financial year commencing November 1st. The Contractor is to itemize the volumes of Mulch required for the different Areas;
- g) the preferred timing for Mulching works is during winter or early spring or as agreed with the Principal;
- h) the Contractor shall replenish decomposed, washed-out, and displaced Mulch in areas not covered by groundcovers, compost, or accumulated humus/leaf litter;
- i) the Principal will from time to time direct the Contractor to remove the accumulated humus and leaf litter from certain areas, where the amount has increased beyond acceptable limits. This will be removed and will be relocated as a costed variation at an hourly labour rate additional to this contract;
- j) prior to application of Mulch, chemically treat or remove all Grass, Weeds, rubbish, and other deleterious matter. Mulched surfaces shall finish level with adjoining edging Grassed areas or Pavement;
- k) prior to application of Mulch a nitrogen-based fertilizer shall be applied at a rate of 10 grams of nitrogen per square metre (equivalent to 30 grams of urea per sq. m.);
- l) maintain depth of Mulch between 30 millimetres and 75 millimetres (KPI). If areas are not within this specification, then priority to these areas should be given;
- m) keep all Mulch 100 millimetres away from stem base;
- n) construct Mulch surrounds to Trees as specified below;

Tree pits sizes shall be as follows:

Tree Height	Tree pits (Diameter)
Up to 3 metres	1.0 metre
3-5 metres	1.5 metre
Over 5 metres	2.0 metre

- q) prior to Mulching an area, remove any Weed growth, rubbish, or debris from the Garden bed
- r) once spread, ensure all Mulch is kept away from the plant stems and is not covering any foliage of groundcovers;
- s) any damage to hard or soft landscapes caused by the Contractor as a result of Mulching operations shall be rectified at the Contractor's expense; and
- t) the Contractor shall remove any Mulch on paths, roads, or hard surfaces.

2.5.7 **Shrub And Groundcover Reinstatement**

- a) any shrub and/or groundcover plant that is in a state of neglect or damage due to the actions of the Contractor shall be removed and replaced with the same species of the same size or a size agreed upon by the Principal. The Contractor is responsible for all costs associated with such Works;
- b) shrubs and/or groundcovers that die as a result of others, natural attrition adverse weather conditions, vandalism, poor water coverage, inadequate water supply or any other reason the Contractor has no control over will be replaced as a variation to the Contract authorised by the Principal. Plants will be replaced as per the Schedule of Rates or as quoted by the Contractor;
- c) contractor to remove dead plants weekly and detail in monthly report to the Principal in order for a variation to be agreed for their replacement;
- d) shrubs and groundcovers supplied for reinstatement Works will be healthy and true to form. Plants affected by pests and diseases are not to be brought on Site. Plants should be sourced from a nursery operating under the NIASA (Nursery Industry Accreditation Scheme);
- e) new plantings of shrubs and ground covers are to be installed after cultivating the ground to a minimum of 250 millimetres depth and incorporating compost at a rate of 1-part compost to 4-parts site soil. In addition, a water retention product such as Sanoplant® (or equivalent) shall be added to the backfill soil at the recommended rate. Plants are to be fertilized with an appropriate slow-release fertilizer;
- f) any newly planted material must receive additional watering and care until established;
- g) plants that die or defoliate for any reason other than vandalism or actions (or inactions) by others during an establishment period of **90** thirty (30) days will be replaced at the Contractor's expense; and

- h) where excavation is required in turf areas, the Contractor is to provide tarpaulins or similar to prevent soil from contaminating the turf.

These replanting procedures constitute a KPI.

2.5.8 **Garden Bed Edging Works**

- a) Gardens are bordered by timber edging, concrete edging, kerbs, pathways, and hard surfaces. The Contractor must maintain all Garden edges as part of this Contract;
- b) any damage caused by the Contractor to the edges and driveways shall be rectified at the Contractors cost;
- c) all edges will be clearly defined. Timber edging that is damaged or deteriorated through any edging practices will be replaced at the Contractor's expense. Replacement of Garden edges that have deteriorated other than by the Contractors actions will be deemed a variation to the Contract; and
- d) all Garden edges will be checked as part of the garden maintenance operation. The Facilities Services Manager is to be notified of the garden edging that has been damaged in the monthly report.

2.6 **TREE AND PALM MAINTENANCE WORKS**

- a) Trees and palms are to be maintained to a standard consistent with and specified within the Sanctuary Cove Landscape Management *Master Plan*;
- b) Tree safety is a high priority, and the Contractor is to ensure that any issues which may affect the safety of residents and other users are promptly dealt with;
- c) all existing Trees and palms shall be adequately protected from damage by the Contractor and shall be maintained in a healthy, vigorous condition to the best Australian Arboriculture Industry Standard;
- d) care will be taken to avoid damage to the bark of existing Trees caused by mowers or other machinery. Damage caused by the Contractor's machinery will be repaired at the Contractor's expense. Trees and palms will be replaced at the Contractor's expense if the damage is deemed to affect the long-term health of the specimen;
- e) the Contractor is directly responsible for the maintenance of all foliage;
 - I. below 2 metres for Trees.
 - II. below 6 metres for any palm from the ground, subject to consultation with the Principal;
- f) The Contractor bears direct responsibility, at their expense, for maintaining all fig trees situated at the entrances and within the Adelia and Caladenia Residential Bodies Corporate areas;

- I. *all fig Trees within the two rotunda's to be cut back to 2.4 metres in height at the commencement of the Contract;*
 - II. *prune and maintained at 2.4 metres high three times per annum. and*
 - III. *all remaining fig Trees to the Entry of Adelia Residential Body Corporate to be cut back by one third at the commencement of the Contract and pruned and maintained at that height three times per annum.*
- I. all fig Trees are to be maintained at a height of 3.5m - 4m and
 - II. pruned a minimum of three (3) times per annum.

- g) pruning of Trees and palms outside of clause 2.5e and 2.5f will be deemed a variation to the Contract, or the Principal may arrange these works separately;
- h) prior to undertaking any pruning operation, evaluate the Tree or group of Trees for their desired growth habit and their relationship to the total landscape. Pruning is to be undertaken in accordance with AS 4373 – Pruning of Amenity Trees. Major pruning operations should be planned so that pruning waste can be processed by a wood chipping machine and used as Mulch;
- i) all Trees and palms will be inspected every week for general health, pest and diseases, damage or any other problem;
- j) all sucker growth and dead palm fronds will be removed as they appear;
- k) Tree pits are installed around those trees which are not contained by a hard edge.
- l) Soft edges are to be spade cut twice each year, *March, and September* to maintain a neat appearance of mulched areas. (KPI). Tree pits should not exceed the dimensions stated in Section 2;
- m) a condition check is making an observation of the condition of trees and palms on site. All plant materials should be visually checked whenever maintenance is being performed in an area and after high winds and storms;
- n) a site damage check is to be conducted by the landscaping contractor after severe storm events and the Facilities Services Manager is to be notified of any issues. The check is to include the follow
 - I. storm and wind damage PBC site check:
 - II. check for and report all fallen trees, broken or damaged limbs
 - III. branches that are broken or split should be removed to the undamaged growth area.
 - IV. bark wounds:

the branch or trunk of the tree may also be wounded from storm damage, from maintenance equipment, or other falling branches;
check the tree monthly for damage; and
if a significant wound is located, it should be treated as soon as possible to prevent disease.

2.6.1 **Guys And Stakes**

- a) all newly planted trees are to be staked and tied or guyed as required. Stakes are not to be removed until the Tree is self-sustaining and able to withstand the prevailing site conditions. Tree trunks are to be vertical;
- b) the contractor shall be held responsible for damage to, or destruction of any new or existing trees as a result of its actions, unless such trees are to be pruned or removed as specified or directed by the Principal;
- c) guy wires should be firm, without being too tight. Remove slack in the wire but be sure that there is no stress on the trunk or stake. Replace guy wires that have accidentally been removed;
- d) ties, whether they are rubber Garden hose or a manufacturer's tie, should be in good repair and free of frays or splits. Ensure that the guy wire is never in direct contact with any part of the Tree bark;
- e) all stakes should be plumb and perpendicular to the ground. The proper placement of stakes is to the outside of the root ball and inserted into the ground a minimum of 600 millimetres below the surface;
- f) replacement of stakes may be necessary due to severe damage and reset stakes that are out-of-plumb. Stakes shall be 50 millimetres x 50 millimetres hardwood stakes;
- g) The Contractor shall regularly inspect the staked trees to assess their stability and growth progress. Any necessary adjustments to the staking system shall be promptly made to accommodate the changing needs of the trees.
- h) Tree stakes and guys should be removed when the Tree is well established and able to withstand high prevailing winds without additional support; and
- i) any problems identified will be added to the work program and attended to on the next working day.

2.6.2 **Tree And Palm Pruning Works**

- a) the Contractor is directly responsible for the maintenance of all foliage;
 - I. below 2 metres for Trees.
 - II. below 6 metres for any palm from the ground, subject to consultation with the Principal;
- b) Trees shall be pruned for the following reasons:

- I. to encourage a well-structured growth habit, natural to the character of the Tree;
 - II. maintain the clear visibility on footpaths and roadways;
 - III. maintain height clearance for footpaths and vehicle movement;
 - IV. the removal of dead or diseased branches/leaves; and
 - V. to create specific Tree shapes (e.g. Topiary).
- c) palms shall be pruned for the following reasons:
- I. to remove faded fronds to maintain appearance;
 - II. to remove flower and seed heads; and
 - III. to maintain height and visibility clearance.
- d) collect all pruning, cuttings and leaf litter resulting from these actions and process through a wood chipping machine for re use as Mulch. Where this is not economic due to the small scale of pruning then this waste shall be placed within the green waste bin provided by the Principal. *is to be collected and removed from site;*
- e) Trees planted as street trees will gradually have their crowns lifted to provide a minimum of 3 metre clearance to the first branches; however, trees are not to be pruned in a manner or to a shape which is detrimental to their aesthetic appeal; and
- f) the following trees will require pruning techniques to encourage a well-structured growth habit.
- I. Specimen Trees in Garden beds - light pruning to improve structure; remove cross branching; remove water shoots and lift canopy.
 - II. Specimen Trees in lawn areas - prune Trees to create an overhead canopy with the trunk cleared to 2.5 - 3 metres; prune Trees to expose a sculptural branching pattern; Remove damaged or cross branching; and prune deciduous Trees during dormancy.
 - III. Other specific Trees - *Pandanus* – remove discolored and dead leaves monthly; and maintain awareness of the presence of leaf hopper and treat accordingly.

2.6.3 **Tree and Palm Removal**

- a) any Tree and or palm above 4 metres that requires removal will be deemed a variation to the Contract;
- b) Trees which become damaged due to whatever reason, to a state where repair is considered impractical or die during the Contract Period shall be carefully felled in a

series of small sections to alleviate damage to all surrounding areas and adjacent Trees;

- c) the root ball of the Tree will be dug out and removed for Trees with a trunk diameter less than 150 millimetres. Larger stumps are to be ground to 200 millimetres below ground level;
- d) allow to make good all stump holes and ensure that surrounding surfaces are reinstated to a condition to facilitate ongoing contract Works. Imported fill where necessary shall be approved by Principal. The cost of any replacement will be at the rates supplied in Schedule of Rates or as quoted and shall include all activities required to remove and dispose of the Tree and make good the area; and
- e) Trees that die or defoliate for any reason other than vandalism or actions by others during an establishment period of 90 days will be replaced at the Contractor's expense.

2.6.4 **Tree and Palm Nutrition**

Trees growing in turf areas shall have the same fertilizer program applied to them as the Garden shrub areas.

2.6.5 **Pest & Disease Control**

The same pest and disease inspection and control program applied to gardens and shrubs shall be applied to trees and palms. Chemical selection for pest and disease control *in trees* should be based on products which can either be injected into the tree and or palm or applied to the root zone area. *of the tree.*

2.7 **PAVED AREAS**

2.7.1 **Weed Control**

- a) all flat Weeds and foreign Grass species can be chemically sprayed wherever circumstances permit and or hand removed. The use of short-term residual herbicides is permitted for this use provided that adequate precautions are taken to prevent spray drift or contact with non-target areas. The use of residual herbicides on residential driveways is not permitted;
- b) all paving, concrete joints, bitumen surfaces and any other hard surfaces within the contract area are to have a Weed minimisation program implemented at all times;
- c) Weeds can be controlled by physical removal and/or herbicides. The Contractor is to allow for a complete treatment of all Pavement areas six times per annum;
- d) Weed growth is not to exceed 25 millimetres in height prior to treatment; (KPI)
- e) the Contractor must notify the Principal of the intention to spray at least one (1) week prior to the application, record all chemicals usage including details of herbicides used, rates of application, and date of application and method of application;

- f) use the most appropriate selective herbicide to control specific Weed species. Herbicides shall be Queensland registered to control specific Weeds and must not have any adverse effect on the variety of lawn /or Garden undergoing treatment Any damage done to non-target species or areas will be repaired at the Contractor's expense; and

- g) *do not spray when wind conditions exceed 5 kilometres per hour.*

avoid spraying in conditions where there is a risk of spray drift.

- h) Supply and place suitable warnings signs notifying of herbicide spraying as the program is taking place.

2.7.2 **Pest Control**

The principal pest encountered in paved areas is ants. Treatment of ant nests is to be carried out when nests are identified during regular maintenance visits. Treatment may be carried out using an appropriate insecticide granule or spray treatment. Granular application is preferred.

2.7.3 **Cleaning Of Pavements**

All Pavements, including all brick pathways, buggy paths etc., are to be kept free of soils that may wash onto these surfaces.

2.8 **POSTS, SIGNS AND MARKERS**

- a) The Contractor shall not be responsible for the maintenance of, repair, replacement nor annual painting of all guideposts, service posts, bollards, ground markers and regulatory/advisory signs. However, the Principal may from time to time request the Contractor to undertake Works associated with these items. These will be deemed a Variation to the Contract. The cost of any Works related to these items will be at the rates supplied in Schedule of Rates or costed at the time of request.

Ensure that all signs and posts are vertical and are in the correct position at all times.

- b) Ensure that the base of all posts and markers are kept clear of vegetation. Ensure that signs, lights, markers, and bollards are visible and not obscured by vegetation (particularly the face and plates of signs).

- c) Where items have been displaced, broken, or destroyed or the delineators are damaged or missing, the Contractor will notify the Principal for a replacement within twenty-four (24) hours of identifying. Replacement is deemed as a Variation to the Contract Sum price, unless the item was damaged by the Contractor.

Guideposts

Where posts have been displaced, broken, or destroyed or the delineators are damaged or missing, the Contractor will notify the Principal for a replacement. Replacement of damaged posts and plates is deemed as a Variation to the Contract Sum price quoted unless the post or plate was damaged by the Contractor.

Service Posts

Where posts have been displaced, broken, or destroyed or the delineators are damaged or missing, the Contractor will notify the Principal for a replacement. Replacement of damaged posts and plates is deemed as a Variation to the Contract Sum price quoted unless the post or plate was damaged by the Contractor.

Bollards

Where bollards or their delineators are displaced, broken, or destroyed, supply and install a replacement within 24 hours of the defect being noticed. The Contractor will notify the Principal for a replacement. Replacement of damaged bollards is deemed as a variation to the Contract Sum price quoted unless the post or plate was damaged by the Contractor.

Ground Markers

Ground markers are to be clearly visible at all times. The Contractor will notify the Principal for a replacement. Where ground markers are damaged or destroyed, replacement is deemed as a variation to the Contract Sum price quoted unless the markers/ plates were damaged by the Contractor.

Regulatory Signs (Single and Double Pole)

Where posts or signs are damaged, the Contractor will notify the Principal for a replacement. Replacement of damaged posts and plates is deemed as a variation to the Contract Sum price quoted unless the post or plate was damaged by the Contractor.

2.9 WATER MANAGEMENT WORKS

The Contractor will be responsible for liaising with the Principal and other Contractors to ensure that the quantity and timing of irrigation is adequate for the proper watering of all areas being maintained within the Works. The determination of watering requirements for the different areas is the responsibility of the Landscaping Contractor. These determinations are to be made based on information gathered from rainfall and evaporation data from the site and the likely water requirements of the different types of Gardens and turf, based on available crop coefficients;

- a) the irrigation of the lawn, turf Grass, Gardens and Trees should in general be as follows:
 - I. irrigate lawn and turf Grass until bottom of root zone is wet to field capacity. The rate of application shall not exceed the infiltration rate of the soil;
 - II. water when evaporation rate is low. Do not water 24 hours prior to any intense use of lawn or turf Grass;
 - III. season, evaporation, rainfall, degrees of exposure and individual species requirements shall be taken into consideration in the adjustment of the watering program and procedures;

- IV. supplementary watering shall be necessary for newly established and replacement plants. All supplementary watering should be carried out when the evaporation rate is low.
 - V. where moisture sensors are installed, these are to be monitored and irrigation frequency and rate adjusted on readings obtained;
 - VI. the Contractor is expected to ensure that an effective and acceptable watering regime is achieved by liaising with the Irrigation Contractor. All Garden plants and lawn areas are to remain in a healthy condition, free from water stress (through either under or over watering) and in a state of active growth.
- b) any damage to irrigation assemblies by third parties or the other Contractors must be reported to the Principal when assemblies are at risk of damage in order that rectification of the problem can be carried out by the Contractor;
 - c) malfunction of irrigation assemblies and/or ineffective watering patterns are to be reported to the Principal in order that rectification can be accessed, and a record retained for future reference
 - d) to maximise the success of the Garden and reduce the water usage, monitor the watering on a regular basis. Visual observation and probing the soil will provide the information necessary to control the irrigation to its optimum level. Where available, irrigation crop factors should be used to determine likely irrigation requirements. The irrigation program should be changed to reflect changes in water demand of the Gardens and turf.
 - e) storm water drainage including all structures (at or above ground level), swales and other drainage devices shall be kept clean and clear of all debris. The Contractor shall not clear and remove debris by washing down into the drainage systems.
 - f) pit grates shall be maintained in a serviceable and clear flowing condition. Any damaged drainage pits shall be reported to the Principal as soon as possible.

2.10 CHEMICALS AND PESTICIDES - GENERAL

- a) all Pesticides and growth regulators shall be registered for the intended usage under the relevant legislation and shall be used in accordance with the label directions. The Contractor shall be aware of, and comply with, any local or regional legislative requirements affecting the use of Pesticides;
- b) the Contractor shall maintain the relevant Safety Data Sheet (SDS) for each Pesticide used;
- c) the Contractor shall maintain a record of Pesticide usage which shall include the product used, active ingredient, quantity used, quantity of water applied, where used and for what purpose. This record is to be available to the Principal and relevant authorities on request;
- d) choice of Pesticide should be made with due consideration to the needs of the environment and the sensitive ecosystem which surrounds the resort. There is a

preference for the use of low toxicity Pesticides at all times. Use of products which have minimal impact on beneficial insects is also preferred;

- e) the Contractor is to provide all necessary protective clothing for staff and is to ensure staff compliance with usage of such clothing and equipment;
- f) Pesticides are to be stored and transported in accordance with legislation and guidelines prevailing at the time;
- g) the recycled water on site is alkaline and this is detrimental to the effectiveness of some Pesticides. The Contractor shall add an approved acidifier to spray mixtures to enhance the performance of Pesticides should recycled water be used; and
- h) herbicide marking dye shall be added to all spot spray applications.

2.11 ANIMAL AND INSECT CONTROL

- a) The Contractor will be required to control and/or remove spiders, webs and wasp nests from plants or areas adjacent to paths or seating areas.
- b) Any termite activity identified within Trees and Shrubs shall be reported immediately to the Principal.
- c) Any Fire Ants identified shall be reported immediately to the Principal.

3. CONTRACT SUM

In consideration for the due and punctual performance of the Works in accordance with this Contract, the Principal will pay to the Contractor the following fixed price and variable amounts which together constitute the Contract Sum:-

a) Fixed Price

A fixed price set out in Document D Annexure 2 - Contract Sum which will be the amount payable per month for the performance of the Works during Normal Hours. Where there is more than one party who is Principal, in this Contract, separate Fixed Prices will be specified for each Principal based on the Areas for which that party is responsible. Should the Contractor fail or be unable to perform the Works during the month for any reason this fixed price for that month will be reduced on a prorata basis for the time during the month in which the Contractor was able to perform the Works during Normal Hours.

The fixed price will be sufficient to fully compensate the Contractor for all staff and personnel required to perform the Works during Normal Hours, even if the staffing numbers exceed the number specified. The fixed price will also be full compensation for any overheads or administrative costs of the Contractor providing the Works.

On each anniversary date of the contract the Principal and Contractor will mutually agree to any variation to the contract sum, as a result to the removal or addition of significant landscaping to be maintained.

(b) Variable Amounts

In addition the Contractor will be entitled to payment for amounts calculated in accordance with the Document D Annexure Schedule of Rates for:-

- I. **Labour Schedule of Rates** for man hours recorded in a timesheet charged in accordance with a Schedule of Rates for attendance at after-hours call outs where requested by the Principal.
- II. **Material Schedule of Rates** for materials, equipment, spare parts and consumables.

Where materials are not included in the Materials Schedule of Rates, and the Contractor did not have reason to expect those items would be required at the time of submitting its tender, the Contractor may request approval for additional fees from the Principal equivalent to the actual costs of such items. This approval must be obtained prior to purchasing materials. Generally, this will require the Contractor to submit a written price to the Principal for approval prior to carrying out Works.

However, in an emergency situation where it may not be practical to wait for the written approval process to take place the Contractor should contact the Principal to seek verbal acceptance for the purchase of materials required to undertake these emergency Works.

- III. **Machinery Schedule of Rates.** The Contractor may recover the hourly rates for the Machines (required to perform the Works but which are not to be incorporated into the Works) set out in the Machines Schedule of Rates, such as:

Mini Excavator;

Mini Excavator / Bobcat combination;

Small trencher / front bucket machine such as Dingo or similar.

Chipper

Water Truck

Cherry Picker

4. APPLICABLE STANDARDS, REGULATIONS AND REQUIREMENTS

Work practices and the performance of the Works must be in accordance with the requirements of all relevant Laws, including (without limitation) the Workplace Health and Safety Act (Qld) and the Health Act (Qld).

In addition to the general conditions Document C requirements regarding materials and workmanship, the following specific Australian standards or other Standards, regulations and

professional requirements must be met by the Contractor in the performance of the Works at all times.

Work practices and the performance of the Works must be in accordance with the requirements of all relevant Laws, including (without limitation) the *Workplace Health and Safety Act (Qld)* and the *Health Act (Qld)*.

Except to the extent such requirements are inconsistent with the requirements of this Specification, the Contractor shall comply with the guidelines contained in the "Pesticide Application Manual-latest Edition" published by the Queensland Department of Primary Industries.

The Contractor shall also comply with relevant publications by the Queensland State Government dealing with the handling or application of horticultural chemicals pursuant to the Agricultural Chemicals Distribution Control Act (Qld).

AS4419 Soils for landscaping and Gardens

AS4454 Composts, soil conditioners and Mulches

AS4373 Pruning amenity Trees

5. VARIATIONS

Works that are not included in the Scope of the Works are only to be performed under this Contract if the parties agree to them as Variations to the Works under clause 3.8 or clause 3. of Document C General Conditions of Contract. **Such Variations may include:**

New Installation Works and upgrades to

Water Trucks

Additional Scarification, Coring & Aeration Works

Service Locations – "Dial before U Dig".

Cherry Picker

Commented [SF3]: Not necessary, as listed within Doc C - General Conditions

6. TERM

The Term of this Contract shall commence on the 1 November 2024 and, unless earlier terminated in accordance with this Contract, shall conclude on the 31 October 2027.

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.

7. TIME

Time for non-exclusive access to the Site to perform the Works shall commence on 1 November 2024.

8. INSURANCE (RETAINED AS A PROMPT)

In addition to clause 5.1 of the Document C – General Terms and Conditions, the Contractor will at all times during the Term hold insurance for which the Principal is noted as a beneficiary in respect of the following:

- a) Professional indemnity insurance in an amount of \$10 million;

- b) Public & Product liability insurance in an amount of \$20 million;
- c) Workers Compensation insurance as per Commonwealth State Statutory requirements; and
- d) Motor Vehicle Insurance

A runoff period for insurance after the termination of this Contract for the construction of infrastructure (if applicable).

9. REPORTING

To assist the Principal, monitor the management plan, the Contractor shall prepare a monthly report in writing. Generally, this report should contain the major activities undertaken in the preceding month as well as the following:

- *abnormal use of fertilizers or chemical agents.*
- *results of soil and foliar testing.*
- *plant and turf replacements.*
- *plant, Tree and turf health issues.*
- *effects of abnormal events (e.g. storms) on the soft landscape.*
- *program of major maintenance tasks for the next month.*
- *identified WH&S issues*

The Contractor is to provide this report by the fifth working day of the month following the work. (KPI)

9.1 To ensure effective monitoring, the Contractor shall provide a comprehensive report for each completed area/body corporate. This report, to be submitted to the Facilities Services Manager in writing within forty-eight (48) hours of completion and shall encompass the major activities conducted during the service, including but not limited to: (KPI)

- Any abnormal use of fertilizers or chemical agents.
- Results derived from soil and foliar testing.
- Details of plant and turf replacements.
- Documentation of plant, tree, and turf health issues.
- Assessment of the effects of abnormal events (e.g., storms) on the soft landscape.
- Outline of major maintenance tasks scheduled for the upcoming month.
- Identification of any workplace health and safety (WH&S) issues.

10. SPECIFIC REQUIREMENTS FOR THE WORKS

10.1 SUPPLY OF MACHINERY

- a) The Contractor must provide the Machinery (as set out in the Machinery Schedule of Rates), required to perform the Works. The Machinery is to be provided by the Contractor with drivers and consumables.
- b) The Contractor may only substitute Machinery, plant, or equipment necessary to perform the Works with the prior permission of the Principal.

- c) Machinery shall be of such a size and weight so as to minimize compaction and damage to Grass areas, common Pavements and kerbs. Where it is envisaged that damage to turf may occur due to vehicle access, then heavy plywood or similar should be utilised to reduce the damage

10.2 EXPERTISE AND PERSONNEL

- a) The Contractor must provide staff appropriately experienced and skilled to a minimum of AQF level 3 to perform the Works, but in any event, this will not be less than the minimum number of full-time landscapers as nominated in Document D, Annexure 2 - Contract Sum, which is including one (1) supervisor, for 38 hours per week each during Normal Hours, working exclusively on the performance of the Works.
- b) Consistency of appearance for the site is essential and in order to maintain this, the Contractor is to provide consistent staffing, i.e. *regular use of casual or* unqualified staff is not permitted.
- c) If the due performance of the Works requires additional staff from time to time, the Contractor must provide those staff and the Contractor is only entitled to charge labour rates for those staff in the circumstances expressly permitted in this Contract.

10.3 NORMAL WORKING HOURS AND AFTER-HOURS CALLOUTS

- a) The Contractor shall perform regular maintenance from Monday to Friday between the Normal Working hours as defined in Clause 12.6 Document C, General Conditions of Contract.
- b) In addition to the regular maintenance, the Contractor shall provide a twenty-four (24) hour/day, seven (7) days/week breakdown and/or repair call-out service at the request of the Principal to be responded to within two (2) hours of notification.
- c) All staff attending the after-hours call out must upon arrival at Site report to the Security Roundhouse and sign in using the Who's on location, Visitor management system. A Service Provider/Visitor ID Tag will be provided, this must be worn in a visible place at all times whilst on site.
- d) All staff must on departure return to the Security Roundhouse, sign out and remove their service provider/visitor ID tag.

11. KEY PERFORMANCE INDICATORS

Key Performance Indicators (KPIs) serve as benchmarks that indicate the expected level of performance and they provide clear targets and guidelines for ensuring quality service delivery.

The Contractor's performance shall be monitored on a monthly basis in terms of the following criteria. If the Contractor fails to achieve the nominated performance standards, the agreement may be terminated in accordance with Clause 8.8 of Document C – General Conditions of Contract.

The Principal reserves the right to; add or adjust the KPI's at any time throughout the period of this agreement. Any adjustments will be provided to the Contractor in writing.

1. Quality/Service Standard

	The finish shall be even without scalping or visually unacceptable markings <u>after mowing.</u>
MOWING	Mowing height shall be maintained within the range 25 – 50 millimetres depending on lawn species and time of year; the longer cut is preferred <u>during winter.</u> Edges are not to exceed 50 millimetres in length.
HORIZONTAL TRIMMING	Lawn finish and trimming height will match the mowing frequency for each lawn class. Trimming will be carried out within a twenty-four (24) hour <u>period of mowing.</u>
EDGES	Edges should not exceed 50 millimetres in length.
TURF WEED CONTROL WORKS	Lawns are to have, on average, less than 5% cover of Weeds. The Contractor will allow for three (3) full treatments of all turf areas. <u>Additional spot spraying of weeds will also be required to maintain the KPI.</u>
PEST AND DISEASE CONTROL	The Contractor will conduct a checking program to ensure that pests and diseases <u>do not build up to the stage of causing visual damage.</u> Pest and disease populations must be continually monitored and <u>not be permitted to build up to damaging levels.</u>
PRUNING WORKS	Amassed screen planting - Do not hard prune more than 10% of the plants in the screen at any time to ensure the integrity of the screen is Where hard pruning of more than 50% of the plant volume is required, the Principal is to be consulted and approval received, prior to carrying <u>out the work.</u> Hedges to be maintained up to a maximum height of 2 metres and a <u>maximum width of 1.2 metres (KPI)</u>
GARDEN WEED	Weed growth is not to exceed 80 millimetres in height or diameter; Weed growth shall not exceed 0.5% of ground surface area;
MULCHING WORKS	Maintain depth of Mulch between 30 millimetres and 75 millimetres
SHRUB AND GROUND COVER REINSTATEMENT	As per Clause 2.5.7
TREE AND PALM MAINTENANCE	Soft edges are to be spade cut twice each year, <i>March, and September</i> to maintain a neat appearance of mulched areas.
PAVED AREAS	Weed growth is not to exceed 25 millimetres in height prior to treatment.

2. Complaint/Compliment

- a) A maximum of five (5) genuine quality or service-related complaints per month.

3. Response and Repair timeframes – Work Requests

Non-routine repairs and reactive work requests will be generated by the Principal via a computer-based asset management system and may be of an emergency or critical nature requiring prompt attention or may be of a lower priority in which case the response time may be appropriately longer.

Priority 1	Poses an immediate risk to life or property, results in untenable conditions for the residents or Impacts on the operation of the essential services and their ability to protect life and property
Priority 2	A priority 2 failure or malfunction is considered a ‘medium priority’ incident and would typically result in an inconvenience or discomfort to residents and staff but not represent a health or safety risk.
Priority 3	A priority 3 failure or malfunction is considered a ‘low priority’ incident and would typically not cause any significant impact on the building or its occupants.

- a) The Contractor shall respond to and repair re-active work requests in the time frames tabled below.

PRIORITY	RESPONSE TIME	REPAIR TIME
Priority 1 - High / Emergency	30 minutes	8 Hours
Priority 2 - Medium	24 hours	48 hours
Priority 3 - Low	12 hours	1 Week

- b) Achieve a target of closing at least 75% of all jobs opened within the month period on time.

4. Document Compliance

- a) The Contractor shall provide evidence (Certificate of Insurance) to the Principal showing compliance as detailed in Clause 8 Insurances and Clause 5 of Document C - General Conditions of Contract. Certificates shall be provided to the Principal prior to the commencement of this agreement and annually thereafter;
- b) The Contractor shall hold all required licences and qualifications relating to the work / industry of work completed onsite and shall provide evidence of this to the Principal prior to the commencement of this agreement.
- c) The Contractor shall ensure all staff have successfully completed the Sanctuary Cove Community Services - site safety induction, prior to the commencement of this agreement and ensure re-induction is completed annually thereafter.

5. Reporting

- a) The Contractor shall provide a comprehensive report for each completed area/body corporate. This report, to be submitted to the Facilities Services Manager in writing within 24 hours of completion and shall encompass the major activities conducted during the service (KPI)
- b) Service report provided to the Principal with no more than two (2) missed reports per month.
- c) Any changes or delays in any major tasks or activities must be communicated to the Facilities Services Manager promptly.

12. DEFINITIONS

In addition to Clause 1.1 of Document C General Conditions of Contract, the following words shall (unless the context otherwise requires) have the following meaning:

Daily Basis	means normal working days during the working week
Declared Weed	any plant listed on the Qld Dept. of Natural Resources & Water Declared Plants list
Garden	means those areas of land bound by a defined edge that are Mulched and dominated by shrubs, Trees, palms and ornamental Grasses, whether the spacing of plants is dense or moderately sparse.
Grass	means those areas dominated by Grass plant forms of the Poaceae family, including lawns, turf, Grassland, and paddocks notwithstanding those areas are not bound by an edge.

KPI	Key Performance Indicators are a measure of the standards required.
Mulch	A grade Mulch to all Garden areas. This Mulch will be 25millimetre Hoop Pine which may contain up to 15% by volume of pine wood chip. Mulch is to conform to AS 4154. Final Mulch selection is to be determined in consultation with the Principal.
Pavement	means areas of Pavement, including pedestrian stairs, ramps, paths, playground sand pits, terraces, patios, roads, streets, car parks, residential driveways, and kerbs within the specified work areas but not within any buildings
Pesticide	a chemical used to kill pests. This includes insecticides, fungicides, Weed killers, rodenticides, and plant growth regulators.
Planters	means moveable or immovable containers or pots containing growing media and various plant forms.
Trees	means prominent and/or isolated Tree or palm plant forms, including emergent, semi-mature palms and Trees over 5 metres height in Gardens, and isolated shrubs, palms, and Trees in Grass areas.
Weed	any plant growing in a place where it is not wanted.

**SANCTUARY COVE RESORT
PRINCIPAL BODY CORPORATE & PRIMARY
THOROUGHFARE BODY CORPORATE**

DOCUMENT C

**GENERAL CONDITIONS OF CONTRACT FOR
LANDSCAPING MAINTENANCE WORKS CONTRACT**

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1. GENERAL

1.1 Definitions

In this Contract, unless otherwise indicated by the context, the following terms must have the following meanings:

- (a) "**Act**" means the Sanctuary Cove Resort Act 1985 as amended from time to time.
- (b) "**Areas**" means the Site and adjacent site identified in Document B – Special Conditions Clause 1.
- (c) "**Contract**" means the Contract which is constituted by all of the documents referred to in the Document A – Formal Instrument of Agreement as may be later amended or supplemented, in accordance with these General Conditions of Contract.
- (d) "**Commencement Date**" means the date for the commencement of the Term set out in Document B - Special Conditions clause 6,
- (e) "**Contractor**" means the entity set out in the Formal Instrument of Agreement.
- (f) "**Contract Sum**" means the fixed lump sum and variable amounts set forth in Clause 3 in Document B - Special Conditions, payable by the Principal to the Contractor for the due performance of the Work, adjusted as provided for or allowed for under this Contract.
- (g) "**Gazetted Public Holidays**" means gazetted public holidays which apply to residents of the Gold Coast region, in particular including the Gold Coast show holiday but excluding the Brisbane Exhibition holiday.
- (h) "**Law**" means any law (including the common and criminal laws), directive, statute, by-law, regulation, rule, order, proclamation or delegated or subordinate legislation of the Commonwealth or of any State or local authority which pertains to the Work or to the Area.
- (i) "**Labour Schedule of Rates**" means the schedule of rates set out in Document D Annexures (if any) for man hours which may be charged as variable amounts by the Contractor in accordance with Clause 3 of Document B Special Conditions.
- (j) "**Machine Schedule of Rates**" means the schedule of rates set out in Document D Annexures (if any) for the provision of machinery and plant and equipment by the Contractor to perform the Work, including the fuel and consumables and operators of that machinery. This machinery is not intended to be incorporated into the Work or become the property of the Principal at the conclusion of the Work.
- (k) "**Materials Schedule of Rates**" means the schedule of rates set out in Document D Annexures (if any) for the provision of consumables (other than for consumables for Machinery Schedule of Rates), spare parts and equipment to be supplied by the Contractor. These materials will be used in and incorporated into the Work and which will become the property of the Principal once they are incorporated into the Work.

- (l) **"Plant Log Book"** has the meaning in **Clause 2.2(c)(xii)** of these General Conditions and is to be prepared in accordance with a form proposed by the Contractor and approved by the Principal as part of the Work Program in accordance with **Clause 12.4**.
- (m) **"Principal"** means the party or parties so named in the Formal Instrument of Agreement, or its appointed manager.
- (n) **"Primary Thoroughfare"** means the areas of land within the Site designated as primary thoroughfare in the plan of survey and amended plans of survey pursuant to Sections 12,12C, 12F, 12G, 12H, 12I, 12N and 12P of the Act.
- (o) **"Primary Thoroughfare Body Corporate"** means Primary Thoroughfare Body Corporate as defined by the Act.
- (p) **"Principal Body Corporate"** means Principal Body Corporate as defined by the Act.
- (q) **"Property Condition Report"** is the full completed property report submitted by the Contractor within 30 days after the Commencement Date in a form and containing the substance approved by the Principal.
- (r) **"Reinstatement"** means Work to repair or replace infrastructure, services or other existing work where such repair and replacement arises as a result of the Work or the negligence, default or breach of contract by the Contractor, its officers, employees or subcontractors at Sanctuary Cove.
- (s) **"Off Site"** means outside Sanctuary Cove as defined by the Act.
- (t) **"Scope of Work"** means the Work to be performed by the Contractor in this Contract as set out in clause 2 of Document B Special Conditions.
- (u) **"Service Check Lists"** is the pro-forma check list submitted by the Contractor within 30 days after the Commencement Date and agreed by the Principal.
- (v) **"Specification"** means the provisions (if any) set out in the technical specification document in Document D - Annexures.
- (w) **"Sanctuary Cove"** means Sanctuary Cove Resort, Hope Island, in the State of Queensland, as defined by the Act.
- (x) **"Site"** means the whole of the area covered by Sanctuary Cove.
- (y) **"Term"** means the period set out in Clause 6 in Document B - Special Conditions.
- (z) **"Undeveloped Land"** means land that is yet to be developed.
- (aa) **"Work":** or **"Works"** means the supply of plant, equipment and parts, the performance of Work and the undertaking and coordination of the Work to be provided by the Contractor in respect to the Contract including any variations, remedial work, the provision of all labour, materials, plant, equipment or other items whether or not expressly referenced in the Part B - Special Conditions Clause 2 Scope of Work, as are necessary for the complete and satisfactory performance of the Scope of Work under this Contract.

- (bb) “**Work Program**” means a program of the scheduled maintenance to be conducted including the materials to be used and the reporting in relation to such Works prepared in accordance with **Clause 12.4** of this Document C General Conditions of Contract and as approved by the Principal.

1.2 Interpretation

In this Contract, the following words and phrases must, except where inconsistent with the context of the subject matter or unless a contrary intention appears, have the meanings given to them as follows:

- (a) where the Principal consists of two parties (so named in the Formal Instrument of Agreement), each Principal shall be severally liable to the Contractor for the performance of obligations of the Principal under this Contract; and
- (b) words importing the singular include the plural and words importing the plural include the singular;
- (i) words importing persons include firms and companies and bodies corporate and unincorporated;
- (ii) words importing any gender include all other genders;
- (iii) any reference to an agreement or to another contractual instrument includes all subsequent amendments to it or changes in it entered into in accordance with its terms, but only to the extent to which such amendments or changes are expressly or implicitly permitted by the terms of this Contract;
- (iv) any reference to a clause, subclause, paragraph, subparagraph, schedule, annexure or appendix to or of this Contract;
- (v) any heading used herein is used for convenience only and must not be used in the interpretation of this Contract;
- (vi) "month" and "year" respectively means calendar month and calendar year;
- (vii) any reference to a legislative provision or a statute is to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, by-laws, proclamations, orders and other authorities or enactments pursuant to the statute.

2. CONTRACTOR'S OBLIGATIONS TO PERFORM THE SERVICE

2.1 Obligation

In consideration for the payment of the Contract Sum set out in **Clause 3.1** of these Document B - Special Conditions of Contract, the Contractor must during the Term perform the Work in accordance with this Contract.

2.2 Contractor's Obligations

The Contractor must:

- (a) execute and complete the Work:
 - (i) in accordance with all Laws pertaining to the Work;
 - (ii) in accordance with the provisions and requirements of the Workplace Health & Safety Act 2011 for which, to the extent permitted by law, the Contractor is solely responsible to meet;
 - (iii) in accordance with the requirements of the Environmental Protection Act 1994 for which, to the extent permitted by law, the Contractor is solely responsible to meet.
 - (iv) in a regular and diligent manner;
 - (v) in a good and workmanlike manner and to a standard not less than the highest standards applicable to the industry in which the Contractor carries on business;
 - (vi) in accordance with this Contract;
 - (vii) in conformity with all reasonable directions and requirements of the Principal;
 - (viii) to the Principal's reasonable satisfaction; and
 - (ix) in the time specified or if not specified in accordance with a time frame consistent with the highest standards applicable to the industry in which the Contractor carries on business.
- (b) receive instructions only from the Principal and from no other party.
- (c) The Contractor shall:
 - (i) act under directions given by the Principal with respect to the Service and any routine scheduled or unscheduled maintenance problems within the timeframes agreed with the Principal;
 - (ii) perform breakdown, preventative and replacement maintenance Work as required to ensure the complete and satisfactory conduct of the Work at all time;
 - (iii) check the status of all monitors, recording devices and indicators of performance of plant and equipment in accordance with the Work and as set out in a schedule to be proposed by the Contractor and agreed by the Principal from time to time;
 - (iv) provide a complete and accurate record of all visits, routines, monitoring and checking on the outcome of any repairs or replacements required to be made by the Contractor as part of the Work;
 - (v) undertake all checks, adjustments, cleaning, repairs and replacements to monitor the installation of any plant and equipment relevant to the

Work in good working order and to supply and replace all components, wear parts, and fittings as required in accordance with the Contract and for the Contract Sum;

- (vi) provide the completed Property Condition Reports for each items of plant equipment or capital installation
- (vii) submit the Service Check List proforma for approval by the Principal within 30 days of the commencement of the Contract; and then to submit a completed Service Checklist and Property Condition report to the Principal at the end of each subsequent month of the Term;
- (viii) a legible copy of each of the completed Service Check List and Property Condition Report is to be left with the Principal on the completion of each routine service visit;
- (ix) to provide and to display in a place agreed by the Principal the contact phone and email numbers for the Contractor's relevant personnel during office hours and after hours in respect of one or more disciplines necessary to perform the Work;
- (x) to ensure that the relevant personnel are ready, willing and available to perform the capital Work whether during office hours or after hours at all times through the Term;
- (xi) to attend after hours, call outs and urgent maintenance work and to attend to routine Work and inspection checks during office hours to minimise the needs for call outs after hours;
- (xii) to ensure that all replacement components are genuine replacement parts to match the existing equipment and carry a full supplier's warranty in favour of the Principal, such warranty to be delivered to the Principal;
- (xiii) to keep a Plant Log Book at the Principal's office in which a copy of all warranty documents and the details of the plant and equipment to which the warranty documents apply are filled in, signed and dated;
- (xiv) to use safety tags and other appropriate safety devices to identify any plant or equipment which is dangerous or out of order when identified by the Contractor and to ensure the plant or equipment is repaired or replaced as expediently as possible in the circumstances.

2.3 **Extent of Work**

This Contract must include the comprehensive servicing and maintenance of the Work to Sanctuary Cove Resort as detailed in the Scope of Work and must satisfy any Specification referred to in this Contract.

2.4 **Non-Scheduled Maintenance Work**

- (a) In addition to routine servicing, the Contractor may be called-out by the Principal to attend to the Work outside of Normal Hours, whether or not as a result of an inspection during a routine service and test visit, or at any time upon request from the Principal.
- (b) The Contractor shall take all reasonable steps to minimize the need for call-outs outside of Normal Hours by inspecting the installation during routine service and test visits regularly during the Normal Hours with the view to affecting any repairs or maintenance during these visits. The Principal should be immediately informed of any defects that are apparent in the installation.

2.5 Vandalism

- (a) The Contractor shall not be responsible for the following in respect of the performance of the Services:
 - (i) Acts of vandalism by persons for whom the Contractor is not responsible resulting in the breakdown or damage of equipment or services provided under this Contract;
 - (ii) Acts of negligence, abnormal operation, abuse of plant or equipment by persons for whom the Contractor is not responsible under this Contract or at law.
- (b) It is the Principal's policy to act quickly in response to acts of vandalism for the urgent removal and/or rectification of damaged areas. The Contractor must notify the Principal of any occurrences of such acts or sign of misuse and abuse during the normal course of work.
- (c) The Principal shall have damage thoroughly assessed and may instruct the Contractor as to the action required to rectify.
- (d) In the event that the Principal reasonably instructs the Contractor under **clause 2.5(c)** to rectify, the Contractor must act promptly in accordance with the Principal's instructions during Normal Working Hours

3. CONTRACT PAYMENTS

3.1 Obligation to make payment

In consideration for the performance of the Work by the Contractor, the Principal must pay to the Contractor the Contract Sum, in accordance with the provisions of this Contract.

3.2 Submission of claims

Subject to **clause 3.3**, on the last working day of each month, the Contractor will submit to the Principal a payment claim:

- (a) for an amount determined by dividing the number of months in the Term into the Contract Sum;

- (b) for the value of variations as determined in accordance with this Contract which have been performed by the Contractor in accordance with the Contract;
- (c) accompanied by an invoice or such other evidence as required by the Principal that:
 - (i) all workers employed by the Contractor on the Work;
 - (ii) all workers employed by any subcontractors engaged by the Contractor;
 - (iii) all subcontractors engaged by the Contractor,
 - (iv) have been paid all moneys due and payable to them in respect of their employment (in the case of workers), and in respect of their subcontracts (in the case of subcontractors) for the month preceding the month of the claim;
- (d) accompanied by a fully completed "Service Check List" signed by:
 - (i) the Contractor;
 - (ii) the Principal; and
 - (iii) each tradesperson who undertook any item of work described in the Service Checklist; and
- (e) in a form approved by the Principal.

3.3 **Separate submissions of claims**

Where a Contractor is providing the Work to more than one Principal (Principal Body Corporate and Primary Thoroughfare Body Corporate) and in more than one Area, the Contractor must provide separate payment claims required in **clause 3.2** to each respective Principal.

3.4 **Payment of claims**

Within 30 days of receipt of the Contractor's payment claim, the Principal will, subject to its rights to withhold payments under this Contract, pay to the Contractor either:

- (a) the amount of the Contractor's claim; or
- (b) the amount that the Principal considers the Contractor is entitled to payment for in accordance with the provisions of the Contract.

In the event the Principal makes a payment less than the amount claimed by the Contractor, the Principal will provide the Contractor with written reasons for the difference between the amount claimed by the Contractor and the amount paid by the Principal.

3.5 **Pre-conditions to payment**

The Principal must not be obliged to pay the Contractor any or all of the amount of a claim made under **Clause 3.3**:

- (a) if the Contractor is in breach of the Contract, provided that the Principal has given notice to the Contractor of its intention not to pay the Contractor's claim. Upon remedy of the breach, the Principal must make payment in accordance with **Clause 3.3** of this Contract;
- (b) if the Principal is not satisfied that the Contractor has paid moneys due and owing to its employees and subcontractors.

3.6 **Principal's Right to Deduct Costs, Damages and Expenses**

Without limiting the Principal's right under any other provision of this Contract, the Principal may deduct any of the following from all moneys due to the Contractor under this Contract;

- (a) all monies due from the Contractor to the Principal;
- (b) all costs, damages or expense which the Principal may have paid or incurred for which the Contractor is liable;
- (c) all costs, damages or expenses which the Contractor is liable for reimbursement to the Principal but has failed to do so within the requirements of the Contract.

The Principal may alternatively recover such monies by action at law or otherwise.

3.7 **Effect of Payment**

Payment of moneys by the Principal to the Contractor is not:

- (a) evidence of the value of Work performed by the Contractor, but is only on account of the Contract Sum;
- (b) approval by the Principal of the Contractor's performance or compliance with the Contract.

3.8 **Variation(s) Contractor**

The Contractor will not vary the Work except as authorised and agreed by the Principal or authorised in writing and this will constitute a Variation to the Contract.

3.9 **Variation(s) Principal**

The Principal may, by a written document titled "Variation Order" direct a change to the Work, including a direction to:

- (a) increase, decrease or omit any part of the Work, including a direction to add or omit any Area from the Work;
- (b) material change to the character or quality of any material or Work;
- (c) change the levels, lines, positions or dimensions of any part of the Work;

- (d) execute additional Work;
- (e) demolish or remove material or Work no longer required by the Principal.
- (f) no direction or approval by the Principal under this Contract will constitute a Variation unless it is given in writing by the Principal and expressly acknowledges that the direction or approval contained therein is a Variation Order.

3.10 **Contractor to Notify**

If the Contractor reasonably considers that a direction from the Principal that is not for Work within the Scope of Work, the Contractor will within seven days of receiving the direction and before commencing on the subject matter of the direction:

- (a) give a notice in writing to the Principal that it considers that the direction constitutes or involves a Variation; and
- (b) submit a written document to the Principal containing details of:
 - (i) the effect which the Contractor anticipates that the proposed Variation will have on the Contractor's performance of its obligations under this Contract;
 - (ii) the cost of the proposed Variation;
 - (iii) if applicable, provide evidence and detail that the proposed Variation is either not feasible or will adversely affect the Contractor's performance of the Work.

If the Contractor does not comply with this clause, the Contractor will not be entitled to any adjustment to the Contract Sum or to any additional payment of any nature whatsoever (whether pursuant to a claim under the Contract on a quantum meruit basis or otherwise).

3.11 **Right to seek other quotes**

The Principal may at its election seek other quotes for the work and supplies which would otherwise constitute the Variation.

The Principal is entitled to award this work and supplies to third parties at any time before it agrees to the Variation to include such work and supplies in the scope of Service as a Variation.

3.12 **Price of Variation**

Unless the Principal and the Contractor agree upon the price for the Variation, any Variation directed or approved hereunder must be valued under this clause.

The Principal will pay or allow the Contractor, or the Contractor will pay or allow the Principal as the case may require, an amount ascertained by the Principal as follows:

- (a) if any document forming part of the Contract prescribes specific rates or prices, those rates or prices will be used; or

- (b) to the extent that subparagraph (a) above does not apply, reasonable rates or prices as determined by the Principal will be used.

Notwithstanding the provisions of this clause, a direction by the Principal which does not involve increased expense to the Contractor, will not entitle the Contractor to any additional payment or adjustment to the Contract Sum.

The Principal may direct the manner in which such matters are to be recorded.

Only, if expressly specified in Document B - Special Conditions, the Principal will pay for day work, as set out in Document B (if any) at the day work rates (if any) set out in Document D – Appendix.

4. GST

4.1 Definitions

In this clause:

- (a) "GST" means the tax payable on Taxable Supplies under the GST Legislation;
- (b) "GST Legislation" means A New Tax System (Goods and Services Tax) Act 1999 and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax; and
- (c) terms defined in the GST Legislation have the meaning given to them in the GST Legislation.

4.2 GST Included

The parties agree that the original Contract Sum (before any adjustments by way of additions or deductions pursuant to this Contract), and the rates and prices making up the original Contract Sum (but excluding amounts to which **Clause 4.6** apply) have been calculated on a GST - inclusive basis.

4.3 Tax Invoice

Where a party is deemed by the GST Legislation to make a taxable supply ("Supplier") to the other party ("Recipient"), then, at or before the time for payment for that taxable supply, the Supplier will give to the Recipient a tax invoice that complies with the GST Legislation.

The Recipient will not be obliged to pay any amount for GST to the Supplier unless and until a tax invoice in compliance with this clause has issued.

4.4 Adjustments

Where, under the Contract, the Contractor is entitled to any adjustments to the Contract Sum, and such adjustment is based on the reasonable cost to the Contractor of performing any work, GST will be added or deducted to or from the reasonable cost as the case may be.

4.5 **Cooperation**

Each party agrees to do all things, including providing invoices or other documentation that may be necessary or desirable to enable or assist the other party to claim Input Tax Credits to the maximum extent possible.

4.6 **Judgments or Awards**

Where a party is required, pursuant to an order of a court, tribunal or arbitrator, to pay to the other party an amount (whether under the Contract as damages or on any other basis), which is deemed to constitute a taxable supply ("Payment"), the first party must reimburse the second party an amount equal to any GST which the second party is liable to pay for the Payment. The reimbursement must be paid at the same time as the Payment and must be calculated in accordance with the provisions of A New Tax System (Trade Practices Amendment Act 1999).

5. **INSURANCE**

5.1 **Insurance Requirements**

Without prejudice to its liability to the Principal as provided by this Contract (including, but not limited to, its liability to indemnify), the Contractor must at its own expense at all times during the Term maintain the following insurance coverage with an insurer authorised under the Insurance Act 1973 to conduct insurance business within Australia and with WorkCover Queensland.

5.2 **Public Liability Insurance**

A policy in the names of the Principal and the Contractor for their respective rights and interests in an amount of \$20 million (unless another amount is specified in Document B – Special Conditions of Contract) in respect of any single claim for liability, loss or proceedings in respect of:

- (a) death, personal injury (including but not restricted to sickness, disease, shock, mental injury, false arrest, malicious prosecution, libel, slander, assault and battery);
- (b) damage to property howsoever caused (including but not restricted to loss, damage or destruction including consequential loss of use) arising out of or in the course of the carrying out of the Work and the Contractor's Work and obligations under this Contract,

5.3 **Insurance of Employees required by Law**

A policy as required by the applicable legislation in the State of Queensland regulating insurance against liability for death or for injury to persons employed by the Contractor against any liability, loss, claim for personal injury or proceedings whatsoever by or to any employee of the Contractor engaged in or about the performance of the Contractor's Work and obligations under this Contract, including liability at common law or any relevant statute for an unlimited amount. The Contractor must not cause or permit any of its employees to be engaged unless insured in accordance with this sub-clause. The Contractor must ensure all its subcontractors (nominated or otherwise) are similarly covered.

5.4 **Materials and Equipment Insurance**

Where the replacement value of materials and equipment brought onto Area exceeds \$5,000 a policy insuring for replacement value of all plant, tools, equipment, materials and other things brought onto the Areas or held Off Site by or on behalf of the Contractor, or used in connection with the Work and obligations under this Contract, against loss or damage from any cause whatsoever.

5.5 **Weakening of Support**

A policy extension to public liability insurance effected pursuant to **Clause 5.2(a)** to cover liability for claims for damage to any land, property or building or its contents caused by the removal or weakening of support to such land, property or building or any claims arising out of such damage to adjoining properties.

The Contractor is responsible for, and accepts full liability to meet, all and any payments arising out of the above insurances, and must indemnify the Principal in respect of any claims arising there from. All costs associated with the provision and maintenance of all required insurances is included in the Contract Sum.

5.6 **Contractor's Warranty**

The Contractor warrants that it must advise the Principal of its intention to cancel, suspend, modify, or otherwise vary such insurance policy and must receive the approval in writing of the Principal prior to taking such action.

5.7 **Requirements for Insurance Policies**

All policies required to be effected by the Contractor are to include endorsements (if not provided within such insurance) that contain:

- (a) an acknowledgment of the interest of the Principal as a co insured;
- (b) a waiver of subrogation or waiver of any rights of recovery, whether expressed or implied against the Principal (directly or indirectly) its directors, agents and employees;
- (c) a cross liability and innocent breach of condition clause providing where more than one insured, all insuring agreements (with the exception of increasing the limit of liability) must operate in the same manner as if there was a separate insurance to each insured; and
- (d) a provision that the policy cannot be cancelled or lapse without thirty (30) days written prior notice being given to the Principal by the insurers.

5.8 **Failure to Insure**

If the Contractor fails to insure or to maintain the insurances in force as required to the satisfaction of the Principal, the Principal may itself effect the insurance and deduct the premiums paid in respect thereof from any monies that may be, or that may become payable to the Contractor, or it may refuse payment to the Contractor until the insurance policies and receipts for payment for premiums are produced to the Principal.

5.9 Verification of Policies

The Contractor must, prior to the Commencement Date and thereafter on request, or on renewal or change of policy produce to the Principal for inspection, any or all of the insurance policies referred to in this Clause and the insurer's receipts for payment of the last premiums due in respect of such policies.

5.10 Indemnity

- (a) The Contractor agrees to execute the Work and perform its obligations under this Contract at its sole risk, and hereby indemnifies and releases to the full extent permitted by law, the Principal and its agents, employees and contractors, from all claims and demands of every kind, and from all liability which may arise in respect of any accident or damage to property or death of or injury to any person of whatsoever nature or kind in or near Sanctuary Cove Resort arising directly or indirectly out of or in connection with the performance (including non-performance or defective performance) of this Contract or any part hereof, or of any act or omission (including any negligent act or omission) in connection therewith on the part of the Contractor, or those for whose acts or omissions the Contractor is responsible, and whether any such claims or demands arise pursuant to the general law or statute, rule or regulation or otherwise howsoever.
- (b) Without prejudice to the generality of this clause, to the extent that monies paid to the Principal out of insurances effected by the Contractor do not fully indemnify the Principal, the Contractor will and does hereby indemnify the Principal, its agents, contractors and employees from and against all actions, claims, demands, losses, damages, costs and expenses (including any legal costs on a full indemnity basis) incurred by the Principal, or for which the Principal or its agents, contractors or employees may become liable in respect of any damage to property or death of or injury to any person which may be suffered or sustained in, upon or near Sanctuary Cove Resort arising directly or indirectly out of or in connection with the performance (including non-performance or defective performance) of this Contract or any part thereof, or any act or omission (including any negligent act or omission) in connection therewith on the part of the Contractor or those for whose acts or omissions the Contractor is responsible, and whether any such claims or demands arise pursuant to the general law or statute, rule or regulation or otherwise howsoever.
- (c) The Contractor agrees to indemnify the Principal from any action, claim, demand, loss, damage, cost, expense, liability, outgoing or payment (including any legal costs on a full indemnity basis) arising from any breach or failure to observe any of the covenants, obligations, agreements and conditions to be observed or performed under the Contract by the Contractor.

6. EMPLOYEES

6.1 General

The Contractor must use its best endeavours to ensure that all persons (including subcontractors) employed by it:

- (a) are suitably qualified and/or experienced, efficient, sober, drug-free and honest. The Contractor will not employ for the purposes of this Contract any person to whose employment reasonable objection is given by notice in writing by the Principal;
- (b) are suitably attired while engaged in the performance of the Contractor's duties under this Contract. The Contractor and Principal must agree upon a standard uniform to be worn by the employees of the Contractor at all times. The Principal has the right to reject any uniform if it considers that it is not to the standard required of the Sanctuary Cove Resort. The provision of uniforms and maintenance thereof must be the responsibility of the Contractor;
- (c) maintain a high standard of personal hygiene;
- (d) conduct themselves upon the Site in a safe, polite and quiet manner. In particular, the playing of loud music by any means which is likely to disturb residents, staff, guests and tenants will not be tolerated;
- (e) at all times while upon the Site carry and display an approved form of identification to show that they are employees of the Contractor;
- (f) are not accompanied onto the Site by persons not employed by the Contractor, nor by animals such as dogs without the specific approval of the Principal;
- (g) do not discuss their Work or duties with other parties except as necessary to coordinate with other contractors to perform their works and Works;
- (h) must not remove from Site or cause to be transferred any matter of information or intellectual property not directly relating to their Work;
- (i) Comply with all traffic and any other regulations within Sanctuary Cove Resort; and
- (j) The Contractor must ensure compliance with all statutory provisions and requirements affecting the Work, together with the safe and proper conduct of the Contractor's employees, agents or subcontractors while on or in the vicinity of Sanctuary Cove Resort.

6.2 Information

The Contractor must provide and maintain a list of all current employees or subcontractors engaged in the performance of the Contractor's obligations under this Contract, together with at least the following information in respect of each such employee or subcontractor:

- (a) full name and residential address;
- (b) place and date of birth;
- (c) period of employment or period of appointment as subcontractor;
- (d) trade/professional qualifications and experience; and
- (e) any other information that the Principal may reasonably require.

The Contractor must immediately advise the Principal in writing of the termination of an employee involved in the Work.

6.3 **Warranty as to Information**

The Contractor warrants that it has made itself familiar with all the requirements for the Contract and has thoroughly investigated the Scope of Work. The Contractor warrants it has made full allowance for the Scope of Work and the requirements of the Contract in the Contract Sum.

6.4 **Contractor's Supervisor and Representative**

The Contractor must ensure that a competent and suitably qualified supervisor is at all times supervising the Work on the Site and the conduct of its employees and subcontractors.

The Contractor must nominate in writing a responsible representative ("Contractor's Representative") through whom all correspondence and contact relating to the Work may be issued while on Site.

The Contractor must ensure that at all times the Principal must have in its possession written advice of an address and telephone number at which the Contractor or a responsible representative of the Contractor can be contacted at all times (24 hours per day every day).

6.5 **Principal's Rights**

The Principal may require the Contractor to remove any employee or subcontractor from further involvement in the execution of the Work and particularly in the event of an employee's or subcontractor's continued disregard of any of the requirements listed in **Clause 6.1** or if, in the opinion of the Principal, the employee or subcontractor is not conducive to harmonious industrial relations. The Contractor is obliged to comply with this direction within 24 hours, or such shorter period as may be required by the Principal.

7. **SAFETY**

7.1 **General**

The Contractor is responsible for ensuring that his employees or subcontractors do not act in any way which may cause injury or damage to any person or property (including without limitation the property of the Principal and Sanctuary Cove Resort) or which may increase the risk of such injury or damage. In particular, but without limiting the generality of the foregoing, the Contractor must:

- (a) provide adequate warning of any traffic or pedestrian hazard resulting from, or contributed to, by any activity on the part of its employees or subcontractors;
- (b) ensure that all equipment used in the performance of the Work under this Contract is properly and adequately maintained, and safely stored whilst not in use in such a manner as to prevent access to such equipment by unauthorised persons;

- (c) must erect adequate temporary warning signage at all points of access or at any point of risk; and
- (d) must provide necessary barriers and protective structures where required.

7.2 Site Safety Plan

The Contractor must provide for the Principal, within 7 days of the execution of the Formal Instrument of Contract, a detailed Site Safety Plan setting out the means by which the Contractor intends to ensure compliance with this **Clause 7**. The Contractor must, whenever so required by the Principal, update, revise or amend its Site Safety Plan. Notwithstanding the provision of the Site Safety Plan pursuant to this clause, and the Principal's review or acceptance of it, the Contractor is responsible to ensure compliance with its obligations under this **Clause 7**.

7.3 Site Safety Instructions

- (a) The Contractor must at all times exercise all necessary precautions for the health and safety of all persons on the Site and the public.
- (b) The Contractor must comply with all Laws and with all directions by the Principal in relation to safety matters.
- (c) The Contractor must ensure that its Site personnel comply with all safety procedures and requirements which apply to the Site.
- (d) If the Contractor fails to comply with any safety procedure, direction or requirement applying to the Site at the time, the Principal may issue a written notice requiring the Contractor to remedy the default within 24 hours of receipt of such notice or such lesser time as the Principal deems necessary at its sole discretion. If the Contractor fails to remedy the default within the time specified in the notice then the Principal at its sole option, may without prejudice to its other legal rights: -
 - (i) Remedy the Contractor's default and the cost of that work must be a debt due to the Principal by the Contractor which may be deducted by the Principal from any such monies due or which may become due to the Contractor under the Contract; or
 - (ii) Determine forthwith the engagement of the Contractor hereunder by notice in writing to the Contractor.
- (e) The Contractor must, to the extent permitted by law, be the responsible party for and comply with all of the provisions of the Workplace Health and Safety Act and must pay all costs, fees, levies and taxes payable pursuant to its provisions.
- (f) The Contractor must be liable for and indemnifies the Principal, its employees, agents and contractors from and against all claims, proceedings, costs, expenses, losses, damages and liabilities whatsoever arising out of or in connection with either

- (i) a failure by the Contractor to comply with any safety procedure, direction or requirement whatsoever applying to the Site at any time as provided for by this Contract; or
 - (ii) any breach of or failure to comply with the Workplace Health and Safety Act or the Regulations thereto arising as a result of the performance of the Work.
- (g) The Contractor must nominate or have nominated a competent Health and Safety Representative to resolve any matter of safety relevant to the activities of the Contractor on the Site.

The Health and Safety Representative must attend safety meetings, safety inspections and lectures in compliance with the provisions of the Workplace Health and Safety Act, and must be responsible for recording and reporting to the Principal safety information required by the Principal.

The Contractor's Health and Safety Representative must be appropriately qualified and possess acceptable experience in the type of work undertaken on the Site by the Contractor. If required by the Principal, the Contractor, at its cost, must arrange for the Health and Safety Representative to undertake training approved by the Principal in relevant safety matters.

- (h) Each month the Contractor must provide the Principal with the following information:
- (i) details of personnel on Site including times of cessation and recommencement of work; and
 - (ii) copies of reports to statutory authorities and clearance for their return if and when required.
- (i) The Contractor must ensure that its personnel are adequately trained and instructed in the safe and correct usage, handling and operation of plant and equipment relevant to the tasks to which they have been assigned and that at no time will they be directed or expected to undertake any work or activity which might be detrimental to the safety, health or welfare of themselves or others on the Site.
- (j) In addition to any relevant Laws and Australian Standards and other provisions of this Contract, the Contractor must:
- (i) provide plant and equipment which is adequately equipped, guarded, protected, approved and serviced on a regular basis in accordance with relevant Laws so as to maintain the highest safety protection to its personnel, members of the public and other persons on the Site. The Contractor, at its cost, must remove immediately from the Site any plant or equipment which may be defective or inadequate for the Work for which it is required.
 - (ii) ensure that each employee or subcontractor receives general safety induction in respect to the Workplace Health and Safety Act.

The Contractor must ensure that its employees carry identification that they have undergone general safety induction training.

- (iii) where required by relevant Laws, the Contractor must ensure that its employees and subcontractors attend specific safety induction training sessions before commencing Work on the Site.

If required by the Principal or considered necessary by the Contractor, the Contractor must arrange for its employees or subcontractors to attend re- induction programs.

- (iv) ascertain safe working loads for structures on the Site. If working loads on these structures are likely to exceed the safe working loads determined then the Contractor, prior to commencing Work, must advise the Principal of that fact, and with the prior written approval of the Principal must design and construct temporary supports sufficient in all respects to support the structures. No Work must be carried out by the Contractor on structures where working loads exceed the safe working loads determined by the Contractor.
 - (v) take all reasonable precautions against fire and against any damage to glass and ceramic tiles. When welding, the Contractor must use non-flammable shields approved by the Principal and must arrange all necessary extinguishers securely attached to each electric, Oxy- acetylene or Oxy-LPG welding plant brought onto the Site and provision for an adequate supply of water;
 - (vi) produce suitable documentation on the methods of work to be adopted and/or the design and service records of plant and equipment.
- (k) If any of the Contractor's personnel are involved in an accident that is required to be notified to a statutory authority, the Contractor must forward those notices in accordance with the requirements of relevant Laws and a copy thereof to the Principal within the statutory time periods required by the relevant authorities and in no event greater than three (3) days from the occurrence of the accident.
- (l) Compliance by the Contractor with this clause, including any information, procedures, directions and requirements referred to herein, must not entitle the Contractor to claim an adjustment to the Contract Sum.
- (m) Without limiting the requirements of relevant Laws pertaining to hazardous substances, prior to bringing any substance onto the Site whether for incorporation into the Work or other use, the Contractor must provide the Principal with a materials safety data sheet and must obtain the Principal's approval and all approvals required by relevant Laws for the use or incorporation of the substance.
- (i) Material safety data sheets must be provided for substances which could constitute a health or safety risk.

The Principal may reject any material safety data sheet which does not provide adequate information to make an assessment of the health or safety risk of the substance.

The Principal must be under no obligation to approve the use of any particular substance, unless the parties have expressly agreed in writing in the Contract that the particular substance must be used for the purposes of the Work.

Notwithstanding the Principal's approval for the use or incorporation of a substance, the Contractor must remain wholly responsible and liable for the Work.

Provided that the Principal has acted reasonably, its failure or refusal to approve of any substance for use or incorporation into the Work must not entitle the Contractor to claim any costs, loss, expenses or damages for delay, disruption, breach of contract, or in tort, including for negligence, misrepresentation or otherwise, or to claim on any other basis whatsoever whether arising out of or under the Contract, or otherwise.

- (n) The Contractor must at all times observe and comply with the provisions of the Workplace Health and Safety Act and Regulations and all directions given by the Principal including without being limited to the following:
- (i) the Contractor must ensure that each of its employees must wear safety footwear, safety goggles/glasses and safety helmets as required;
 - (ii) work areas must be kept clean and tidy with rubbish and other safety hazards cleaned up promptly. Disposal of rubbish is the Contractor's responsibility and the cost of off-Site disposal is deemed included in the Contract Sum. Fire hazards such as refuse, oily rags and flammable materials must be eliminated by prompt removal or other corrective action. All protruding nails must be removed from timber or bent over;
 - (iii) adequate fire protection must be provided as necessary. In particular a suitable fire extinguisher must be securely attached to each electric or Oxyacetylene or Oxy-LPG welding plant brought on Site;
 - (iv) welding operations must be screened to protect all personnel against welding flashes;
 - (v) personnel are required to wear approved eye protection whilst performing operations that can cause eye injury;
 - (vi) no machinery hand tools or any other type of equipment are to be operated without effective guards;
 - (vii) the Contractor will be required to modify, guard or remove any plant or equipment which does not meet the Principal's safety requirements, and/or relevant Laws;
 - (viii) all explosive charges for explosive-powered tools are to be kept in a locked metal box. Low velocity captive piston-type tools only must be used on Site. The use of high-velocity type tools will NOT be permitted. All operators of explosive powered tools must be qualified or licensed and the Contractor must comply with all of the provisions of relevant Laws.

A warning sign must be displayed at the place where the tool is being used.

No explosives or radioactive materials of any sort may be stored on the Site;

- (ix) all equipment such as front-end loaders, bulldozers and backhoes are to have their bucket or blade lowered when not in use;
- (x) trenches and excavations must be adequately marked, barricaded, shored and/or strutted before personnel are allowed access. Safety access must be provided in all excavations;
- (xi) where petrol- or diesel-powered equipment is used on Site with the approval of the Principal, fuel must be stored only in satisfactory metal safety containers approved by the Principal;
- (xii) electric leads must not be over extended and must be switched off at the point of power supply and removed when not in use. Leads must be supported clear of floors by use of stands or other suitable means at least two metres above floor level;
- (xiii) explosives must not be used without the express written permission of the Principal;
- (xiv) hook or load riding must not be permitted, nor must passengers ride on hoists, bulldozers, front-end loaders or similar plant;
- (xv) all scaffold, working platforms and ladders are to be provided by the Contractor for the safe conduct of their Work. The Principal will not provide tools or equipment for the carrying out of the Work;
- (xvi) all working platforms, suspended or other must conform to relevant Laws;
- (xvii) all hoists and scaffolding are to be to the standards laid down by relevant authorities and Laws and approved in writing where required. No riding must be permitted on material hoist;
- (xviii) ladders must be to regulation standard and tied off at all times;
- (xix) clear and standard crane signals must be used at all times;
- (xx) safety belts must be worn and properly secured at heights where no other form of protection is available;
- (xxi) lasers stronger than Class 3A must not be permitted on Site;
- (xxii) personnel required to perform Work of a restrictive nature are required to hold the necessary Certificate of Competency or other certificate as required by the relevant statutory authority;
- (xxiii) all plant and equipment is to conform to relevant Laws;
- (xxiv) protruding reinforcing steel must be bent over or guarded to prevent injury to persons; and
- (xxv) double adaptors must not be used in any power outlet.

The cost of all goods and/or Work require to comply with this clause is included in the Contract Sum.

7.4 **Protection of the Environment**

(a) **Hazardous Substances**

Notwithstanding any other provision of this Contract, the Contractor must comply with the requirements of **Clause 7** relating to such hazardous substances.

Hazardous substances must be stored in appropriate containers, clearly labelled, and in a place secure against unauthorised access.

The Contractor must dispose of any hazardous substances, any residue from the cleaning of containers and application equipment, and their containers properly in accordance with manufacturers recommendations, and away from the Sanctuary Cove Resort.

(b) **General Waste**

The Contractor must dispose of any waste outside of Sanctuary Cove Resort unless authorised to the contrary by:

- (i) the Contract; or
- (ii) the Principal in writing.

The Contractor must comply with all requirements of any relevant authority concerned with the disposal of waste.

Unless otherwise provided for during the course of the Work all waste materials produced by demolition will be the responsibility of the Contractor and must be removed from Sanctuary Cove Resort by the Contractor. The Contractor does not have right of salvage of any sound materials or equipment recovered from demolition work required under this Contract.

(c) **Carrying Materials**

Any materials to be carried by the Contractor within the Sanctuary Cove Resort must be loaded in a manner that will prevent the dropping of the materials.

The Contractor must keep the exterior of vehicles free of dirt and other unsuitable materials that may drop to the ground.

(d) **Dust**

The Contractor must minimise dust creation. Work that may create dust must be watered regularly.

(e) **Water**

The Contractor must use/conserves water subject to any or all Gold Coast City Council, or any other relevant Statutory Authority restrictions in force at the time.

The Contractor must ensure that run-off water is properly collected and drained.

(f) Fires

The Contractor may not light fires in Sanctuary Cove Resort without the Principal's prior written permission. If the Contractor breaches this term the Principal may terminate the Contract.

(g) Soil Conservation

The Contractor must take all reasonable precautions to prevent the erosion of soil with respect to any Work for which he is responsible in or around Sanctuary Cove Resort.

(h) Plants

The Contractor may not destroy or remove any tree, shrub or landscaping without the Principal's prior written permission and must make good any damage it causes.

(i) Insects

The Contractor must not create conditions that will encourage the breeding of mosquitoes or other insect pests.

The Contractor must comply with the Queensland State Mosquito Prevention and Destruction - Part 8 - Health Regulation, 1994.

(j) Generally

The Contractor must not itself breach nor cause the Principal or the Bodies Corporate mentioned in **Clause 8.11** to be in breach of any environmental law including the provisions of the Environmental Protection Act 1994.

In particular and without limiting the above, the Contractor must not cause or allow to be caused any material environmental harm or serious environmental harm and must adopt best practice environmental management in carrying on and carrying out the Work.

In the event of any breach of any environmental law, the Contractor must immediately give notice of such breach and full particulars to the Principal. Such notification must be given without prejudice to the Principal's rights or remedies arising out of such breach.

Terms used in this clause must, where applicable, have the same meaning as set forth in the Environmental Protection Act 1994.

In the event any licence, environmental management program or other authorisation of whatever nature or kind is issued in relation to the Area and has conditions or requirements which impact on the Work then the Contractor must ensure compliance with such conditions or requirements.

8. CONTRACT CONDITIONS**8.1 Default by the Contractor**

If the Contractor commits a substantial breach of contract, the Principal may give the Contractor a written notice to show cause.

Substantial breaches include but are not limited to:

- (a) suspension without reasonable cause of the performance of the Work under the Contract (or any part of it);
- (b) failure to proceed with the Work under the Contract in a competent manner;
- (c) failure to proceed with the Work under the Contract regularly and diligently;
- (d) failing to provide evidence of insurance in breach of **Clause 5**; and/or
- (e) failing to comply with a direction or instruction of the Principal.

8.2 Requirements of a Notice by the Principal to Show Cause

A notice under **Clause 8.1** will:

- (a) state that it is a notice under **Clause 8.1** of the Contract;
- (b) specify the alleged substantial breach;
- (c) require the Contractor to show cause in writing why the Principal should not exercise a right referred to in **Clause 8.3**;
- (d) specify the time and date by which the Contractor must show cause (which time will not be less than 7 days after the notice is given to the Contractor); and
- (e) specify the place at which cause must be shown.

8.3 Rights of the Principal

If by the time specified in a notice under **Clause 8.1**, the Contractor fails to show reasonable cause why the Principal should not exercise a right referred to in **Clause 8.3**, the Principal may by written notice to the Contractor:

- (a) take out of the hands of the Contractor, the whole or part of the Work remaining to be completed; or
- (b) terminate the Contract.

Upon giving a notice under **Clause 8.1**, the Principal may suspend payments to the Contractor until the earlier of:

- (c) the date upon which the Contractor shows reasonable cause;
- (d) the date upon which the Principal takes action under **Clause 8.3**; or
- (e) the date which is 7 days after the last day for showing cause in the notice under **Clause 8.1**.

If the Principal exercises the right under **Clause 8.3(a)**, the Contractor will not be entitled to any further payment in respect of the Work taken out of the hands of the Contractor, unless a payment becomes due to the Contractor under **Clause 8.7**.

Nothing in this clause will prejudice the right of the Principal to recover damages or exercise any other right for a breach of contract by the Contractor or for the Contractor's repudiation of the Contract.

8.4 **Urgently stepping in**

Notwithstanding any other provision of this Contract, the Principal may immediately and without notice, take the whole or part of the Work out of the hands of the Contractor without giving any prior notice or warning if the Principal in its sole discretion considers the Work are essential for the safety or security of person or property or the health of any person.

8.5 **Procedure when the Principal takes over Work**

If the Principal takes that part of the Work out of the hands of the Contractor under **Clause 8.3(a)**, the Principal will complete that part of the Work and the Principal may, without payment of compensation, take possession of such of the goods, materials, plant, equipment, documents and other things (the "Contractor's Things") on or in the vicinity of the Area as are owned by the Contractor and are reasonably required by the Principal to facilitate completion of the Work.

If the Principal takes possession of the Contractor's Things, the Principal will maintain the Contractor's Things and, subject to **Clause 8.7**, on completion of the Work, the Principal will return to the Contractor the Contractor's Things.

8.6 **Principal's rights to recover possession**

If any goods, materials, plant, equipment, documents or other things owned by the Principal (the "Principal's Things") are in the possession of the Contractor at a location other than the Area, the Contractor must deliver up the Principal's Things to the Area immediately upon notification that the Principal:

- (a) has exercised a right under **Clause 8.3**; or
- (b) has terminated the Contract under **Clause 8.8, 8.9, 8.10, 8.11** and **8.12**; or
- (c) has otherwise terminated the Contract at law.

8.7 **Adjustment on completion of the Work taken out of the hands of the Contractor**

When Work taken out of the hands of the Contractor under clause 8.3(a) is completed, the Principal will ascertain the cost incurred by it in completing the Work (including the cost of additional administration and reasonably incurred legal costs) and will issue a certificate to the Contractor certifying the amount of that cost.

If the cost incurred by the Principal is greater than the amount which would have been paid to the Contractor if the Work had been completed by the Contractor, the difference will be a debt due from the Contractor to the Principal. If the cost incurred by the Principal is less

than the amount that would have been paid to the Contractor if the Work had been completed by the Contractor, the difference will be a debt due to the Contractor from the Principal. The Principal will keep true, correct and auditable records of such cost.

If the Contractor is indebted to the Principal pursuant to this clause, the Principal may retain the Contractor's Things until the debt is satisfied. If after reasonable notice, the Contractor fails to pay the debt, the Principal may sell the Contractor's Things and apply the proceeds to the satisfaction of the debt and the costs of sale. Any excess will be paid to the Contractor.

8.8 Termination by the Principal for convenience

Notwithstanding any other provision contained in the Contract, the Principal may, without cause and in its absolute discretion, terminate the Contract at any time. In the event of such termination, the Contractor will only be entitled to recover from the Principal the percentage of the Contract Sum equal to the percentage of the Work that the Principal determines has been completed as of the date of termination.

The Contractor will not be entitled to any other compensation as a result of the termination.

8.9 Termination for Insolvency

If the Contractor suffers an Event of Insolvency as defined in this clause, then the Principal may forthwith by written notice addressed to the Contractor, proceed in accordance with **Clause 8.3(a)** or **8.3(b)**, at its option,

For the purposes of this clause "Event of Insolvency" means the occurrence of any of the following:

- (a) the Contractor informing the other party in writing or creditors generally that the party is insolvent;
- (b) the Contractor committing an act of bankruptcy;
- (c) a bankruptcy petition being presented against the Contractor;
- (d) the Contractor being made bankrupt;
- (e) a meeting of creditors of the Contractor being called with a view to:
 - (i) entering a scheme of arrangement or composition with creditors; or
 - (ii) placing the party under external administration;
- (f) the Contractor entering a scheme of arrangement or composition with creditors;
- (g) the Contractor being placed under external administration;
- (h) a receiver of the property or part of the property of the Contractor being appointed;
- (i) an application being made to a court for the winding up of the Contractor and not being stayed within 14 days; and/or

- (j) execution being levied against the Contractor by creditors, debenture holders or trustees or under a floating charge.

8.10 Determination in case of sale of Sanctuary Cove Resort

If:

- (a) the Principal sells or otherwise disposes of its/their interest in Sanctuary Cove Resort; or
- (b) the Principal sell or otherwise dispose of the Area,

then the Principal may determine this Contract. The Contractor must be reimbursed by the Principal in respect of Work already carried out and any other approved expense incurred in connection with the Work. The Contractor must not be entitled to recover loss of profit on the part of the Work not executed at the date of determination.

8.11 Determination by Principal on Sale

The Contractor acknowledges the Principal is responsible to cause the Work to be effected pursuant to appointment and at the request of Sanctuary Cove Body Corporate constituted under the Sanctuary Cove Resort Act 1985 and for the Building Units and Group Tittles Act 1980.

In the event:

- (a) the Principal ceases, for whatever reason, to hold the Appointments or some of them; or
- (b) the Principal is sold or there is, by whatever method or means, a change in ownership and/or control of the Principal from that ownership and/or control as at the date of this Contract; or

then the Principal may, at its election, by notice in writing to the Contractor terminate this Contract and this Contract must be terminated with effect from the date specified in the notice (which must not be a date prior to the date of the notice).

For the purposes of this **Clause 8.11** a change in ownership must include a change in ultimate beneficial ownership of the entity and a change in control must include a change in effective day to day control by change in the directors of the entity.

In the alternative, should the Principal cease, for whatever reason, to hold only some of the Appointments relative to the Areas referred to in this Contract, then the Principal may at its election, by notice in writing to the Contractor, terminate this Contract in respect of that Area or those Areas in respect of which the Principal ceases to hold appointments and with effect from the date specified in the notice (which must not be a date prior to the date of the notice), this Contract must terminate so far as relates to that Area or those Areas but must continue to be of full force and effect in respect of the balance of the Areas.

In such a case, the Contract Sum must be adjusted from the date of such termination to become the aggregate of the sums payable on account of the Contract Sum for that Area or those Areas in respect of which this Contract continues, and otherwise the conditions and

provisions applying must be those set forth in this Contract so far as relate to such continuing Area or Areas.

8.12 **Determination by Principal on Sale of Contractor**

In the event the Contractor is sold or there is, by whatever method or means, a change in ownership and/or control of the Contractor from that ownership and/or control as at the date of this Contract; then the Principal may, at its election, by notice in writing to the Contractor terminate this Contract and this Contract must be terminated with effect from the date specified in the notice (which must not be a date prior to the date of the notice).

For the purposes of this **Clause 8.11** a change in ownership must include a change in ultimate beneficial ownership of the entity and a change in control must include a change in effective day to day control by change in the directors of the entity.

8.13 **Termination by Contractor**

If an order is made or a resolution is passed for the winding up of the Principal, the Contractor may forthwith by written notice addressed to the Principal terminate this Contract.

9. **SIX MONTHLY REVIEW**

The Principal may review the performance of the Work every six months. If the Principal forms the view that the Contractor has materially failed to perform the Work in accordance with this Contract, the Principal may at its election, and without prejudice to its other rights and remedies under this Contract or at law, either:-

- (a) require the Contractor to rectify the Work or take such other steps as are necessary to satisfy its obligations under this Contract, or
- (b) give notice to terminate the Contract.

10. **SUBCONTRACTING**

10.1 **Approval to Subcontract**

The Contractor must not appoint a subcontractor unless with the prior consent of the Principal and that such subcontractor undertakes to enter into a subcontract which provides (inter alia) that the subcontractor must: -

- (a) carry out and complete the subcontract Work in every respect to the reasonable satisfaction of the Principal and in conformity with all the reasonable directions and requirements of the Principal and within the period for performance of the Work;
- (b) observe, perform and comply with all the provisions of this Contract as would apply to the Contractor so far as they relate and apply to the subcontract Work or to any portion of the same including acceptance of the decisions of the Principal so far as such decisions may concern the subcontractor Work and in particular that the subcontractor must indemnify the Principal in the same way as the Contractor is required to by this Contract.

10.2 **Contractor responsible for Subcontractor**

The Principal's agreement to allow the Contractor to subcontract does not relieve the Contractor of any of the Contractor's responsibilities or obligations under the Contract.

The Contractor is liable to the Principal for the actions, omissions, defaults and neglect of any subcontractors or any persons they employ as fully as if they were the Contractor's actions, omissions, defaults or neglect.

11. **OPERATIONAL REQUIREMENTS**

11.1 **Confidential Information**

The Contractor must not, nor must any person employed by the Contractor, disclose or discuss with any other person any information obtained by it or them in the course of the performance of the Work under this Contract.

11.2 **Access**

Contractors and employees must comply with any directions properly given by Sanctuary Cove Security, the Principal and or its Servants. This may include a requirement to comply with use of security code or security mechanism including without limitation a biometrics system.

The Contractor must ensure all employees undertake site induction at which the Conditions of Entry as required by the Principal, prior to commencement of Work and annually thereafter. The Contractor has right of access to the Area for the sole purpose of the performance of the Work under the Contract only and may only enter the Area in accordance with directions given by the Principal and or Security staff.

The Contractor must comply with all relevant requirements in respect to access, use of tools, security, maintenance and continuity of operation of existing Work (with special reference to electricity supply and other essential Work) during a normal working period.

Access to secured areas must be by the accompaniment of the Principal and/or security staff by prior arrangement with the Principal where necessary. The Contractor will be responsible for the safety and security of areas under his charge and will be liable for any loss and/or damage within the area under his charge.

Fixed telephones must not be used within the Site except for public phones and in Contractors stores area.

The Contractor may not deliver any materials to any place in Sanctuary Cove Resort other than:

- (a) the part of the Site in which the materials are to be used, providing that use is imminent and has prior approval of the Principal;
- (b) the delivery area as nominated by the Principal.

11.3 **Operation of Motor Vehicles and Parking**

All parties must adhere to traffic signs and speed regulations and applicable Body Corporate By-Laws. The provisions of the Queensland Traffic Act and signed speed limits apply to all areas within the Sanctuary Cove Resort.

The Sanctuary Cove Resort is regularly patrolled by the Queensland Police and by the Sanctuary Cove Security Service ("Security Service"), and all traffic regulations will be vigorously enforced. In particular, the Contractor must not allow the transporting of personnel anywhere on Site in utility trays, trailers or on any part of a vehicle not designed for passenger seating.

Vehicles not obeying traffic regulations may at the sole discretion of the Principal be banned from entering the Sanctuary Cove Resort.

Only registered and roadworthy vehicles will be permitted to operate upon the public and private thoroughfares. Such vehicles must be operated by suitable licensed operators only.

Vehicles operated by the Contractor will remain within the Areas as designated by the Principal and entry into other Residential or Commercial areas will not be permitted.

The Principal may revoke the parking permission and or access to Sanctuary Cove Resort for all or any of the employees and subcontractors permanently or for any period of time.

The Principal does not warrant the availability of parking on Site nor is responsible for damage or loss, however caused, of the Contractors', its employees and subcontractors vehicles during parking, from the use of carpark facilities, or while in use in the Sites.

11.4 **Security**

The Contractor and Contractor's employees, subcontractors, suppliers and other persons for whom the Contractor is responsible must comply with the security regulations of the Sanctuary Cove Resort. No unauthorised access will be permitted within the Residential or Commercial areas. The Contractor must familiarise itself fully with the extent of these regulations.

The Contractor and its employees must ensure that all windows are shut and fastened and that all doors are closed, and if found locked, re-locked when leaving buildings on Site.

When keys are supplied to the Contractor, the Contractor must be responsible for safeguarding the keys in a manner satisfactory to the Principal and whenever so required must return the keys to the Principal and/or Security. The Contractor must not permit additional keys to be cut without the prior written consent of the Principal. Any loss of keys must be reported to the Principal forthwith following the loss. The cost of replacing lost keys will be paid by the Contractor upon demand by the Principal.

The Contractor must be wholly responsible for the proper and adequate safeguarding of the Work, and of its fixed and unfixed materials or equipment that are located within Sanctuary Cove Resort during both working and non-working hours. The Contractor must, at its own expense, take all measures as may be necessary for this purpose. No claim for extensions of time or extra costs will be allowed in respect of damage or loss of material or interruption of Work due to the Contractor's failure to adequately safeguard the Work. All losses must be replaced by the Contractor without cost to the Principal.

11.5 **Activities and Work by Others**

In conjunction with the Principal the Contractor must take all reasonable precautions and co-ordinate the performance of its Work to ensure that the activities of others within Sanctuary Cove Resort are not interrupted.

The Principal at its sole discretion may decide to undertake other Work within the Areas in which the Contractor is performing the Work associated with the Contract. These Works may include but not necessarily be limited to the following:

- (a) Supply and installation of electrical cable and lighting
- (b) Building construction or refurbishment
- (c) Plumbing and Drainage Works
- (d) Construction and maintenance of paved roadways
- (e) The Principal, where possible, must aim to provide a minimum of twenty-four (24) hours notice to the Contractor of other Works in the Areas. The Contractor is responsible for fully coordinating with all other Contractors during the course of the Work. Claims for delays or additional costs due to any lack of co-ordination by the Contractor will not be accepted and the Contractor agrees no such claims must be made or be payable.

The Contractor has provided in the Contract Sum for the precautions and co-ordination and for the effects that may be caused by the above together with the normal activities of the residents, members of the public, Statutory Authorities and other contractors operating in the Areas.

11.6 **Principal's Approval**

Amendments, modifications, re-programming to any equipment, building fabric or any other part or element of the Sites must not be undertaken by the Contractor without the prior written approval of the Principal.

11.7 **Materials and Equipment**

The Contractor warrants all workmanship, parts and materials provided under this Contract for the periods nominated such warranty to be included in the Contract Sum.

The Principal will not be responsible for any loss or damage howsoever arising to the equipment or materials of the Contractor, or to any property or articles belonging to the Contractor. This must be at the sole risk of the Contractor.

Should the Contractor or its employees be permitted to use any equipment belonging to or provided by the Principal, then such use must be on the express condition that no warranty or other liability on the part of the Principal will be created or implied as to the condition or suitability of the equipment and the equipment must be used solely at the risk of the Contractor. The Contractor is to satisfy itself of the standard, suitability, and safety of such equipment.

The Contractor must keep the Contractor's vehicles and equipment maintained in good condition and in a clean and tidy state at all times.

Notwithstanding this, the Contractor must remove any vehicle from Site which, in the opinion of the Principal, is not of a standard suitable for use at the Sanctuary Cove Resort.

The issue of any such direction by the Principal must not relieve the Contractor of any responsibilities under this Contract or constitute a basis for claim for additional costs.

The Contractor will be responsible for the maintenance of records regarding the maintenance and repairs to all plant and equipment and must be satisfied that the plant and equipment is in proper working order before using it on Site. These records are to be made available if requested by the Principal.

11.8 **Site Facilities**

The Principal is not obligated or required to supply items, Work or facilities to assist the Contractor in the performance of its duties, including but not limited to.

- (a) Space for Service shop area sufficient for minor and incidental Work only;
- (b) Lunch room area c/w facilities;
- (c) Use of telephone service (local calls);
- (d) Use of facsimile (local calls and messages);
- (e) Storage area;
- (f) Refuse/waste bins and their collection.

The Contractor must not use the facilities referenced herein for any purpose other than the performance of the Works under this Contract without the prior written approval of the Principal.

The Contractor must be responsible for keeping those facilities provided in a neat, tidy and well-maintained condition to the satisfaction of the Principal. All costs associated with the use of these facilities including electricity and maintenance are to be the Contractor's sole responsibility. Costs incurred in this regard must be paid within fourteen (14) days of an account being rendered.

11.9 **Cleaning and Repairs**

The Contractor must progressively clean fittings, fixtures, equipment and other surfaces which may become soiled and remove all plant, equipment, excess materials, rubbish, debris and other waste on completion of its activities. The Work must be left clean and tidy ready for immediate use or occupation.

Any damage within the Site including blockages to existing drains or other Works that occur as a result of the Contractor's improper treatment of waste materials or any other actions must be removed by the Contractor and any necessary repairs will be made at the Contractor's expense.

Should the Contractor fail to meet its obligations in this regard within one (1) working day or sooner should the circumstances dictate then the Principal reserves the right to employ others to undertake these Works and charge the Contractor accordingly.

11.10 **No Signs**

Signs may not be erected by the Contractor within Sanctuary Cove Resort without the written permission of the Principal unless specifically required under this Contract or by legislative requirement.

11.11 **Protection and Making Good**

(a) **Generally**

The Contractor must take effective measures for the protection and safety of persons and property and avoid injury, loss or damage to them while the Contractor is carrying out the Work.

Notice of damage caused by others to the Work associated with the Contract must be submitted to the Principal within forty-eight (48) hours of the damage being observed and must include the extent of the damage, the date on which such damage occurred (if known) and the initiator of the damage (if known).

(b) **Protection of Adjacent Structures**

The Contractor must protect all adjacent structures against damage due to the undertaking of Work associated with the Contract.

(c) **Protection of Harbour Wall**

The Contractor must take all care to ensure that there is no damage to the existing rock facing of the harbour wall. Materials must not be stockpiled within 5 metres of the top edge of the embankment.

(d) **Protection of Existing Works**

The Contractor must be responsible for the locating of existing Works and other obstructions that may be affected by the undertaking of the Works associated with the Contract prior to commencing those Works.

The Contractor must employ reasonable caution during excavation Works including hand excavation should this be necessary.

The Contractor must be held responsible for the cost of expert repair or replacement of existing Works ("Reinstatement") that are damaged during the course of the Work should it be established that information regarding the location of these Works could have been readily obtained or that compliance with this **Clause 11.11(d)** would have established the location of the existing Works. In the event the Contractor seeks to undertake the Reinstatement, then it may only do so with the prior approval of the Principal and after satisfying the Principal that the personnel or subcontractor proposed by the Contractor to perform the Reinstatement has satisfactory expertise, experience and skill to perform the Reinstatement to the Principal's satisfaction.

In the case of emergency, the Contractor must carry out remedial or protective work immediately to prevent injury to any person or loss or damage to property, and inform the Principal as soon as possible thereafter.

11.12 **Intellectual Property**

All Data remains the Intellectual Property of the Principal and must not be used by the Contractor for any other purpose other than in the performance of the Work pursuant to the terms of this Contract. The Contractor must ensure that any person who receives copies of the Data must not use or copy the Data other than for the purpose of completing the Work.

Data means any plans, drawings, sketches, specifications, digital records and computer software and all other data and information relating to the Contract.

The Contractor must only use, reproduce, copy or adopt data for its performance of the Work but not any other purpose any other act in breach of copyright.

The Contractor may not manufacture, sell, hire or otherwise exploit a product or process or to provide a service or to licence a third party to do these things in respect of the existing contract material. At the completion of the contract all Intellectual Property must be returned to the Principal.

12. ADMINISTRATION

12.1 Execution and Completion of Work

The Contractor must:

- (a) be responsible for executing and completing the Work in accordance with these conditions, the specifications, drawings (if any) and any other documents issued under the Contract and in accordance with this Contract;
- (b) be liable for any loss or damage caused by the Contractor, its employees or agents and must keep the Principal indemnified against an actions, claims, demands, losses, damages, costs and expenses, or proceedings for personal injury or death to any person or for damage to property arising from the carrying out of any work under this Contract, except Loss or damage caused by any negligent act or omission or default of the Principal, employees, agents or Contractors;
- (c) be responsible for making good any damage caused by the Contractor;
- (d) comply with all relevant authorities having jurisdiction over the Work and legislative requirements including, without limitation:
 - (i) Queensland State Mosquito Prevention and Destruction - Part 8 Health Regulations, 1996;
 - (ii) any Act relating to the protection of the environment; and
 - (iii) Workplace Health and Safety Act 1995 and Regulations and codes of practice.
 - (iv) unless otherwise specified pay all fees in connection with the Work under this Contract;
 - (v) give notice and obtain all consents necessary to perform the Work;

- (vi) unless provided by others and noted herein be responsible for all things, including items not expressly mentioned in the Contract, that are necessary for the complete and satisfactory execution of the Work under this Contract;

12.2 **Inconsistencies with Laws**

Should the Contractor find that a condition in any document forming part of the contract conflicts with any legislative requirement, notice, industrial award or Codes of Practice, the Contractor must write to the Principal without delay setting out what variation the Contractor believes is necessary to enable the Contractor to continue the work lawfully. Acceptance in writing by the Principal of a variation on this basis does not relieve the Contractor of any of the Contractor's responsibilities or obligations under the Contract except as provided for in such written variation.

12.3 **Industrial Relations**

The Contractor, together with the subcontractors who are employed by the Contractor, will be responsible for their own domestic industrial relations and will ensure that sound industrial relations principles and practices are followed.

All of the Contractor's costs associated with administration of suitable industrial relations policies, negotiations and settlements are deemed to be included in the Contract Sum.

12.4 **Work Program**

Within fourteen (14) calendar days of the execution of the Formal Instrument of Contract, the Contractor must submit to the Principal a program:

- (a) showing the intended progress of the performance of the Work against a suitable time scale for the first twelve (12) months of the Work;
- (b) showing the activities concerned, procedure types and frequencies;
- (c) showing clearly any dates that are dates by which the Contractor requires information, documents or instructions from the Principal; and
- (d) in a format approved by the Principal.

The proposed format should be submitted to the Principal for approval prior to commencing the program final drafting. Once the program is approved by the Principal the program must be reviewed by the Principal and updated and amended by the Contractor, if necessary, at each three (3) month period of the Term.

A new program for each twelve (12) month period of the Term must be submitted within fourteen (14) days prior to the expiration of the program for the previous twelve (12) months and must be subject to the same approval, update and amendment process.

Provision will be made within these programs for the recording of actual progress and the Contractor must submit a program recording its actual progress against the programmed progress at monthly intervals and whenever so requested by the Principal.

Should the Principal consider that the program format is unsatisfactory for its purposes, the Principal will request that the Contractor further amend this program. The Contractor must

resubmit their revised program for approval, within the timeframe nominated by the Principal.

The approval or acceptance by the Principal of any program, or any revision or updated version of it, must not relieve the Contractor from any of its obligations, liabilities and responsibilities under this Contract.

12.5 **Progress Meetings, Inspections and Reports**

The Principal must call regular meetings with the Contractor for the purpose of discussing the progress of the Work associated with the Contract. The Principal must chair the meetings, record the minutes and distribute them. The minutes of the meetings must not be instructions to the parties. The Contractor's Representative must attend such meetings.

(a) **Monthly Inspections**

The Principal and the Contractor must carry out joint monthly inspections of the Work, at pre-arranged times at the discretion of the Principal.

(b) **Reports to the Principal**

The Contractor must provide the Principal with monthly reports relating to all aspects of the Work and progress therein. Notwithstanding clause 3, the Principal must be entitled to withhold monthly payments until a monthly report satisfactory to the Principal has been submitted by the Contractor.

12.6 **Normal Working Hours**

For the purpose of this Contract, normal working hours must be defined as:-

Monday to Friday	7.00am to 4.30pm.
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(All Contractors off site by 5.00pm)

Saturday	Nil.
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Sunday	Nil
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Gazetted Public Holidays Nil

and/or subject to written approval by the Principal.

Notwithstanding this, work which is likely to create noise disturbance in residential or other Areas must require the prior written approval of the Principal except in case of emergency.

13. **DISPUTE RESOLUTION**

13.1 **Notice of Dispute**

If a dispute between Principal and the Contractor arises out of or in connection with the Contract, then either party may give to the other party a notice of dispute in writing adequately identifying and providing details of the dispute.

Notwithstanding the existence of a dispute, Principal and the Contractor must continue to perform and comply with the Contract and the Contractor must continue the Work under the Contract.

13.2 Further steps required before proceedings

Neither party must commence any litigation in respect of any dispute notified under **Clause 13.1** until that party has complied with the requirements of this clause and **Clause 13.3**.

Within 7 days after service of a notice of dispute, the parties must confer at least once, to attempt to resolve the dispute, and failing resolution of the dispute, to consider and, if possible, agree on methods of resolving the dispute by other means. At any such conference, each party must be represented by a person having authority to agree to a resolution of the dispute.

In the event that the dispute cannot be so resolved after a further period of 14 days or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may by notice in writing given to the other party refer such dispute to mediation in accordance with **Clause 13.3**.

13.3 Mediation

Mediation of the dispute must:

- (a) be conducted at the Gold Coast in accordance with the Rules for the Mediation of Commercial Disputes published by the Institute of Arbitrators and Mediators Australia in force at the date of this Contract;
- (b) be administered by the Institute of Arbitrators and Mediators Australia;
- (c) be at the cost and expense of the parties equally (except that each party must pay its own advisers, consultants and legal fees and expenses) unless the parties otherwise agree;
- (d) take place within 28 days of the date of the written notice referring the dispute to mediation.

Other than to enforce any agreement reached at mediation, the parties must maintain the confidentiality of the mediation.

13.4 Reference to Litigation

If the dispute is not resolved at mediation, either party may by written notice to the other refer the dispute to litigation.

14. ASSIGNMENT

14.1 Assignment or Novation by Principal

The Principal may at any time assign or novate the Principal's rights and obligations under this Contract to any person.

The Principal must procure any assignee or novatee to undertake in writing in favour of the Contractor all obligations on the part of the Principal under this Contract as if named in this Contract as the Principal as and from the date of assignment or novation and upon delivery to the Contractor of the written undertaking the Principal must be released from all further obligations under this Contract with effect from the date of assignment or novation (but without prejudice to the rights or obligations arising between the parties prior to the date of assignment or novation).

14.2 **Assignment by Contractor**

The Contractor must not assign any of its rights or duties under this Contract without the consent in writing of the Principal. For the purposes of this clause any change in the effective shareholding of the Contractor (if a company other than a company listed on any stock exchange) or of any holding company of the Contractor as existing at the commencement of this Contract altering the effective control of the Contractor must be deemed to be an assignment by the Contractor.

15. **MISCELLANEOUS**

15.1 **Notices**

Any notice to be given hereunder must be deemed to be sufficiently given:-

- (a) If served personally on the Contractor, or the Contractor's Representative, or on the Principal as the case may be;
- (b) If sent by prepaid post addressed to the person to whom it is necessary or required to be given at the address appearing herein or at his last known place of abode or business, as notified in writing. It is taken to be received 72 hours after posting; or
- (c) If sent by facsimile to the facsimile number herein, or as last notified in writing, and verified by a report of satisfactory transmission by the transmitting machine.

15.2 **Severability**

If any provision of this Contract is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, it must be severed from the Contract and the remaining provisions of this Contract must remain in full force and effect unless the Principal in its discretion decides that the effect of such declaration is to defeat the original intention of the parties, in which event the Principal must be entitled to terminate this Contract by seven (7) days written notice to the Contractor.

15.3 **Entire Agreement**

Each party acknowledges that this Contract contains the whole Contract between the parties, and that it has not relied upon any oral or written representation made to it by the other or its employees or agents, and has made its own independent investigations into all matters relevant to it.

15.4 **Changes of Details**

Each of the parties must give notice to the other of the change of any address or telephone or facsimile number at the earliest possible opportunity, but in any event within forty-eight (48) hours of such change or acquisition.

15.5 **Costs**

Each of the parties must pay any costs and expenses incurred by it in connection with this Contract.

15.6 **Waiver**

No variation, modification or waiver of any provision in this Contract, nor approval to any departure by either party from any such provision, must in any event be of any effect unless the same must be in writing, signed by the parties or (in the case of a waiver) by the party giving it. Any such variation, modification, waiver or approval must be effective only to the extent to, or for which it may be made or given.

**SANCTUARY COVE RESORT
PRINCIPAL BODY CORPORATE & PRIMARY
THOROUGHFARE BODY CORPORATE**

DOCUMENT D

**ANNEXURES
LANDSCAING MAINTENANCE WORKS CONTRACT**

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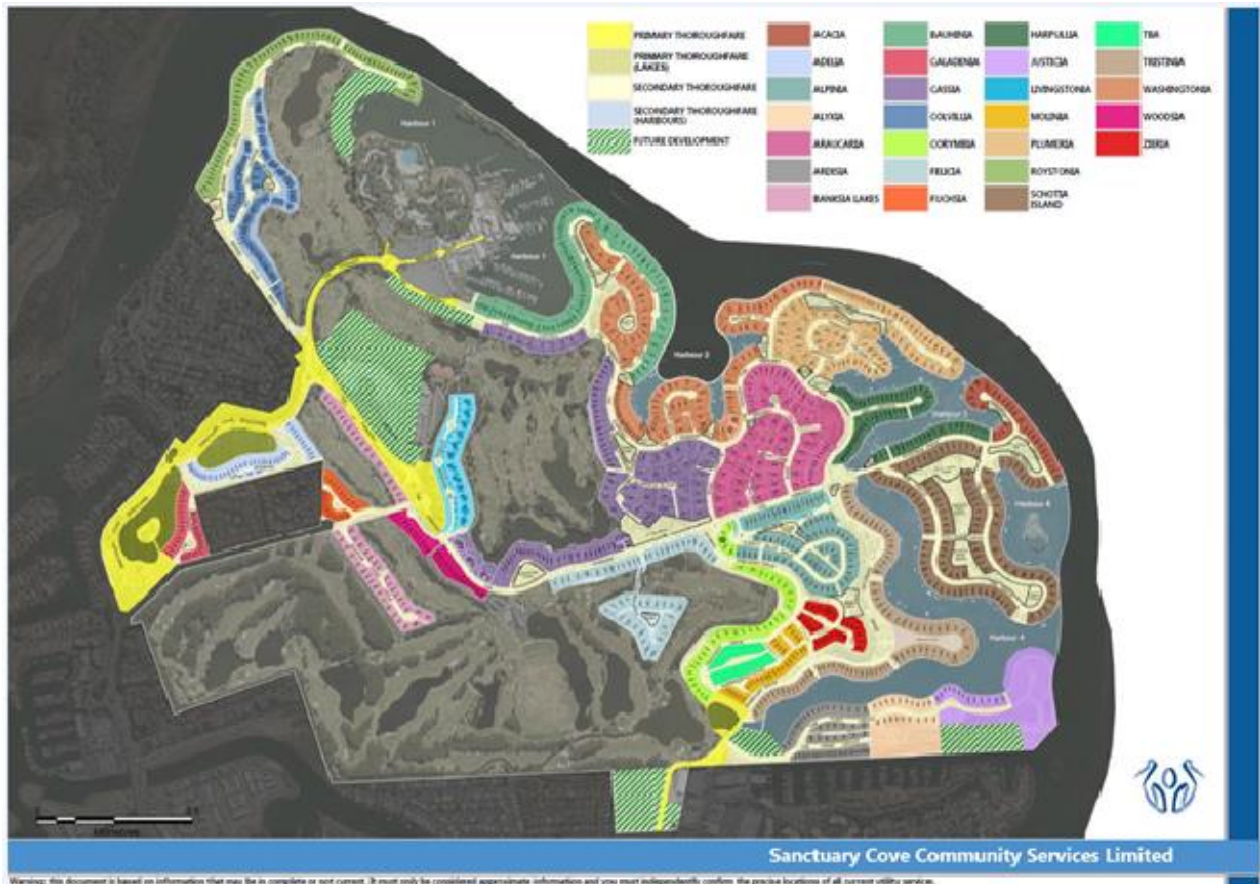
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ANNEXURE 1 - AREAS

PRINCIPAL BODY CORPORATE	
Area A	Residential Body Corporate
1	Acacia
2	Adelia
3	Alphitonia
4	Alpinia
5	Alyxia
6	Araucaria
7	Ardisia
8	Banksia Lakes
9	Bauhinia
10	Caladenia
11	Cassia
12	Colvillia
13	Corymbia
14	Darwinia
15	Felicia
16	Fuschia
17	Harpullia
18	Justicia
19	Livingstonia
20	Molinia

21	Plumeria
22	Roystonia
23	Schotia Island
24	Tristania
25	Washingtonia
26	Woodsia
27	Zieria
PRIMARY THOROUGHFARE BODY CORPORATE	
Area B	Primary Thoroughfare

Where the Contract has more than one party who is Principal, the Area maps will show which Area is administered by which Principal.



ANNEXURE 2 - CONTRACT SUM

Item 1 Fixed price per annum Including GST (payable 1/12 each month in arrears) Where there are two (2) parties who are Principals for this Contract, the fixed price for each must be stated based on the Areas for which that Principal is responsible:

Fixed Price - Sanctuary Cove Principal Body Corporate

\$ _____ per annum (Inclusive of GST) for a period of two (2) years effective, 1 November 2022 to 31 October 2024.

Fixed Price - Sanctuary Cove Primary Thoroughfare Body Corporate

\$ _____ per annum (Inclusive of GST) for a period of two (2) years effective, 1 November 2022 to 31 October 2024.

Based on;

Principal	Staff (minimum)	<i>Estimated topsoil quantity to be supplied within the contract</i>
Principal Body Corporate	14	<i>1200m3</i>
Primary Thoroughfare Body Corporate	2	<i>400m3</i>

Item 2 Materials Schedule of Rates:

Description of Spare Parts, Consumables and Equipment to be incorporated into the Works	Estimated Quantity	Rates Inc GST	Rates Ex GST
LAWN AREAS			
Fertilizer supply and application quick release e.g. GF30	100 Square metre		
Aeration: hollow tyne, crush and spread core	100 Square metre		
Scarification for thatch reduction (scarify waste to be dumped on site)	100 Square metre		
Coring	100 Square metre		
Top dressing (triple washed river sand)	Per cubic metre		
Surface Prep and installation of turf (wintergreen)	100 Square metres		
GARDEN AREAS			
Fertilizer supply and application, quick release e.g. GF303	100 Square metre		
Plant replacement supply and plant to specification			
140-millimetre pot size - each	Standard Nursery stock		
175-millimetre pot size - each	Standard Nursery stock		
200-millimetre pot size - each	Standard Nursery stock		
300-millimetre pot size - each	Standard Nursery stock		
25 litre bag size - each	Standard Nursery stock		
45 litre bag size - each	Standard Nursery stock		

Item 3 Machinery Schedule of Rates

Description of Machinery to be used to perform the Works but not to be incorporated into the Works	Estimated Quantity (includes consumables and operators)	Rates	
		Inc GST	Ex GST
Hire and operation of chipper for mulch	Per day with operator		
Spreading including application of chipped fertiliser sand mulch	Per Cubic metre		
Vehicle, utility or tray top	Per Day		
Cherry Picker**	Per Day		
Water Tank Truck 15,000L	Per hour Minimum 3 hours		
Water Charges	Mains water – Per KL		
Mini Excavator 1.7 tonne	Per day		
Small trencher / front bucket machine such as a dingo or similar	Per day		

** based on 8 metre boom reach & transportation

Item 4 Labour Schedule of Rates

Description of Skills or position	Person	Hourly Rates	
		Regular	Afterhours
Senior Staff (AQF 4 or 5)	Per Hour		
Maintenance Staff (AQF 3)	Per hour		

ANNEXURE 3 - SCHEDULE

CONTRACTOR TO INSERT ANNUAL SCHEDULE OF WORKS

ANNEXURE 4 – RZABL'S

Please find attached.

CORRESPONDENCE FOR ACTION

From: [Eliza Court](#)
To: [Jodie Syrett](#)
Subject: FW: Request to Chairperson Body Corp - Storm water Damage to 1858 Oak Hill Drive
Date: Wednesday, 8 May 2024 3:15:14 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[Letter to SCOVE - Damaged Stormwater Pipe - 1858 Oak Hill Dr.pdf](#)

Hi Jodie,

Please see the below email and attached letter from Neville Crawford owner of 1858 Oak Hill Drive.

Shanyn will be sending notes records from the call shortly.

Thank you.

Kind Regards,

ELIZA COURT

Facilities Services Officer

Direct 07 5500 3314 | eliza.court@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: Neville Crawford <nevcrawf@bigpond.com>

Sent: Wednesday, May 8, 2024 2:53 PM

To: Eliza Court <eliza.court@scove.com.au>

Cc: HUGH MARTIN <hmartin@y7mail.com>

Subject: Request to Chairperson Body Corp - Storm water Damage to 1858 Oak Hill Drive

Dear Madam/Sir,

My reply to your email (attached) and subsequent phone call yesterday.

Please ensure that my response is submitted to the Chairperson of the BC with out delay

Thank you

Regards

Neville Crawford

On 7/05/2024 12:58 pm, Eliza Court wrote:

Good Afternoon Neville,

Please see the below photos showing the stormwater pipe from 1858 Oak Hill Drive to gutter on street.

The photos show that the pipe is damage and exposed.

As this pipe is the responsibility of the lot owner could you please arrange the repair.

If you have any questions, please do not hesitate to contact me.

Thank you.







Kind Regards,

ELIZA COURT

Facilities Services Officer

Direct 07 5500 3314 | eliza.court@scove.com.au

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

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From: [Shanyn Fox](#)
To: [PBC](#)
Subject: FW: Request to Chairperson Body Corp - Storm water Damage to 1858 Oak Hill Drive
Date: Thursday, 9 May 2024 7:58:27 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[Letter to SCOVE - Damaged Stormwater Pipe - 1858 Oak Hill Dr.pdf](#)

Please see below notes on Stratmax of the incident.

20240507 EC - Security raised works request for damaged and exposed stormwater pipe from coming from 1858 Oak Hill Drive to gutter on the street.

Eliza confirmed with Peter Gannon as this pipe solely serviced 1858 Oak Hill Drive it was the responsibility of the lot owner for repair.

Eliza sent email: Good Afternoon Neville, Please see the below photos showing the stormwater pipe from 1858 Oak Hill Drive to gutter on street. The photos show that the pipe is damage and exposed. As this pipe is the responsibility of the lot owner could you please arrange the repair. If you have any questions, please do not hesitate to contact me. Thank you.

The owner Neville called in reply to the email and advised that he was not responsible for the repair as the broken pipe was on common property. Neville also advised that as per his conversation with Security, Gold Coast Luxury Homes truck caused the damaged. Eliza replied that this information was not included with what was received.

When Eliza started to advise the responsibility of the pipe was that of the lot owner Neville started talking interrupting and stating it was not and why he believed this. Neville would not let Eliza speak and when Eliza checked with Neville that she could talk and stated to say that in this situation he may not be responsible, and she would have the matter investigate Neville interrupted again talking loudly in an aggressive tone stating he is not responsible and would not let Eliza continue speaking. Neville kept stating repeatedly that the lot owner was not responsible for the pipe in this area. As Neville would not let Eliza speak to even offer a solution or investigation the call was escalated to Shanyn the FSM. Call received at 2.55pm and lasted 6.08

08/05/2024 –

Received a call from Eliza regarding a dispute with the lot owner, Neville. Eliza reported that Neville was being rude and disrespectful towards her, prompting her to escalate the call to me.

Upon initiating the conversation with Neville, he displayed anger, dismissiveness, and refused to allow me to speak uninterrupted. Despite multiple requests to lower his tone and show respect towards our staff, Neville continued to raise his voice, be dismissive and interrupt me, never allowing me to complete a sentence. Consequently, throughout the call (at least 3-5) I informed Neville that unless his behaviour improved, I would have to end the conversation. As there was no change in his demeanour, I ended the call.

Call was taken at 15:02 and lasted 3:14 - SF

I believe that this is not the first altercation that this lot owner has had with staff.

Kind Regards,

SHANYN FOX

Facilities Services Manager

Direct 07 5500 3302 | Shanyn.fox@scove.com.au

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

Mobile 0431 094 524

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: Eliza Court <eliza.court@scove.com.au>

Sent: Wednesday, May 8, 2024 3:02 PM

To: Shanyn Fox <Shanyn.Fox@scove.com.au>

Subject: FW: Request to Chairperson Body Corp - Storm water Damage to 1858 Oak Hill Drive

Hi Shanyn,

Please see the attachment and below email from Neville Crawford owner of 1858 Oak Hill Drive.

Thank you.

Kind Regards,

ELIZA COURT

Facilities Services Officer

Direct 07 5500 3314 | eliza.court@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: Neville Crawford <nevcrawf@bigpond.com>
Sent: Wednesday, May 8, 2024 2:53 PM
To: Eliza Court <eliza.court@scove.com.au>
Cc: HUGH MARTIN <hmartin@y7mail.com>
Subject: Request to Chairperson Body Corp - Storm water Damage to 1858 Oak Hill Drive

Dear Madam/Sir,

My reply to your email (attached) and subsequent phone call yesterday.

Please ensure that my response is submitted to the Chairperson of the BC with out delay

Thank you

Regards

Neville Crawford

On 7/05/2024 12:58 pm, Eliza Court wrote:

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If you have any questions, please do not hesitate to contact me.

Thank you.







Kind Regards,

ELIZA COURT

Facilities Services Officer

Direct 07 5500 3314 | eliza.court@scove.com.au

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

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Neville Crawford
1858 Oak Hill Drive
Hope Island
Qld 4212
Mob – 0418 221 310
nevcrawf@bigpond.com

Dated 8th May, 2024
Sanctuary Cove Principal Body Corporate GTP 202
Attn; Chairperson
PO Box, Shop 1A, Building 1
Masthead Way, Sanctuary Cove, Qld, 4212

Ref; Stormwater Pipe Damaged Common Property - 1858 Oak Hill Drive

Dear Sir,

I write to you and the rest of the PBC Members today to request a Formal Complaint be Lodged against the Administration Staff of the BC office for the Disgraceful and Disrespectful behaviour directed to me yesterday over the phone regarding the above-mentioned problem to the common property to the front of my Home.

I received an email from Eliza Court a facilities Services Officer of the Body Corporate Office yesterday advising me that the recently Damaged Stormwater Pipe on the Common Property by (Truck wheel damage) is my responsibility because this pipe is connected to my property!

1. I called the BC Office to seek an explanation of the detail in the email sent to me earlier in the day.
2. I was told this is your problem because this stormwater pipe is connected to your property.
3. I attempted to reason with this staff member (Eliza) and reiterated that this stormwater pipe is on common property, and that if I accepted her logic, then I would therefore also be responsible for all the other services that are on the common property connected to my home, e.g. – Sewer, Water, Power, Telecommunications NBN etc, to which she confirmed that would be correct.
4. I again attempted to explain that the BC is responsible for maintenance and repairs to services on common property and that she was incorrect, and that Lot owners are not responsible for services in the common property
5. She became hostile towards me because I did not agree with her and transferred this call to an associate office person who claimed immediately without provocation that I was aggressive, and immediately commenced with a disgraceful and disrespectful lecture of not subjecting staff to difficult people and then simply Hung the phone up with out allowing for me to reply to her appalling accusations.
6. This behaviour must be completely beyond any **Code of Conduct**, in which Staff must always Act Fairly, Professionally, Exercise reasonable Skill, Care, and Diligence when conducting communication with Lot Owners, to simply refuse to allow the Owner to

discuss or reply and just Hang up the phone on them without any attempt to have a civilized discussion or even listen to the owner is disrespectful

7. Body Corporate staff must be able to show and demonstrate reasonable skill and care, be diligent and professional knowing full well the BCs responsibilities within the Estate, this is simply unconscionable Conduct.
8. I provide (attached) a copy of the Building Units and Group Titles Act 1980 (Page 85) noting the Duties of BC in relation to common property, I obviously believe the information here to be very clear, however I respectfully request that you please advise me if my interpretation of the Act is incorrect, I await your advice.

Should you need any further information pertaining to this matter please do not hesitate to Call me, Many Thanks

Regards

A handwritten signature in black ink, appearing to read 'N. Crawford', written in a cursive style.

Neville Crawford

Maximum penalty— $2\frac{2}{3}$ penalty units.

37 Duties and powers of body corporate regarding property etc.

- (1) A body corporate shall—
- (a) control, manage and administer the common property for the benefit of the proprietors; and
 - (b) where reasonably practicable, establish and maintain suitable lawns and gardens on the common property; and
 - (c) subject to section 37A, properly maintain and keep in a state of good and serviceable repair (including, where reasonably necessary, renew or replace the whole or part thereof)—
 - (i) the common property; and
 - (ii) any fixture or fitting (including any pipe, pole, wire, cable or duct) comprised on the common property or within any wall, floor or ceiling the centre of which forms a boundary of a lot; and
 - (iii) any fixture or fitting (including any pipe, pole, wire, cable or duct) which is comprised within a lot and which is intended to be used for the servicing or enjoyment of any other lot or of the common property; and
 - (iv) each door, window and other permanent cover over openings in walls where a side of the door, window or cover is part of the common property; and
 - (v) any personal property vested in the body corporate; and
 - (d) cause to be constructed and maintained at or near the street alignment of the parcel a receptacle suitable for the receipt of mail and other documents with the name of the body corporate clearly shown thereon.

- (2) A body corporate may—

From: leeu@bigpond.com
To: [PBC](#)
Cc: [Wayne Bastion](#); [RBC - Schotia Island](#); [Stuart Shakespeare](#); chair.scove@yahoo.com
Subject: Correspondence for PBC - Parking in Boat Ramp Car Park
Date: Wednesday, 22 May 2024 10:03:15 AM
Attachments: [image001.png](#)
[Boat Ramp Parking.pdf](#)

Dear Jodie,

The SI RBC Committee is concerned about parking in the boat ramp car park. Concerns stem around the approval given to the motorhome from 5660 (see cascade below for further details) and the recent proliferation of parking (cars, boats and trailers) in the that car park in the last week or so.

The Committee requests the Boat Ramp Parking Policy (attached) need to be reviewed and tightened up so that, as an example, the approval given to 5660 would fall outside the guidelines.

Please add this to the agenda for the next PBC AGM?

Regards Lee

Lee Uebergang
Chairperson
Schotia Island Residential Body Corporate
È +61 (0)411 890213
*** leeu@bigpond.com**

From: Jodie Syrett <Jodie.Syrett@scove.com.au>
Sent: Friday, May 17, 2024 11:42 AM
To: leeu <leeu@bigpond.com>
Cc: RBC - Schotia Island <schotiaisland@scove.com.au>; Dale StGeorge <dale.stgeorge@scove.com.au>
Subject: RE: 5660 ** Parking in Boat Ramp Car Park **

Hi Lee,

Please see attached the March 2023 newsletter, which includes information about the boat ramp parking policy on page 6. Additionally, the policy document is attached for your reference.

I discussed your email with Mike in Security, and he provided the following information:

The extended parking of a resident's motorhome was approved based on the following considerations:

- The resident received a two-week notice to vacate their previous offsite, long-term

storage location for the motorhome.

- There is currently no available parking at Mulpha storage, and the resident has been placed on their waiting list.
- The initial approval for parking was granted for two weeks, during which the resident committed to searching for other offsite storage options.
- The resident has secured permanent parking at Yatala, which will be available starting June 6, 2024.
- Given the short notice to vacate their previous storage, showing empathy towards their predicament is considered appropriate.
- The decision to approve the initial parking and its extension is based on the specific merits of this request, and it is not believed to set an inappropriate precedent.

I trust this assists with your queries.

Kind Regards,

JODIE SYRETT

Manager Body Corporate

Direct 07 5500 3326 | jodie.syrett@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: leeu@bigpond.com <leeu@bigpond.com>

Sent: Thursday, May 16, 2024 5:48 PM

To: Jodie Syrett <Jodie.Syrett@scove.com.au>

Cc: RBC - Schotia Island <schotiaisland@scove.com.au>

Subject: RE: 5660 ** Parking in Boat Ramp Car Park **

Hi Jodie - thank you for following this item up and the explanation of why the exemption was granted and it's duration.

I believe the approval is unjustified in this instance given there are numerous other storage facilities on the GC albeit they might not be conveniently located just outside of SC.

That said, is there a set of guidelines approved by the PBC that has been provided to Security to apply in stances like this given the increasing issues that are occurring with vehicles parking in breach of the by-laws throughout SC. If so, could you please send them to me for my information?

This instance sets a dangerous precedent for extended stays in SC car parks to avoid paying storage fees and I note there are now two boats parked in the same car park; one of which has been there since the weekend. I hope Security are monitoring this situation and the many other regular breaches of the parking regulations as listed on the boat ramp parking area signs.

Regards Lee

Lee Uebergang
Chairperson
Schotia Island Residential Body Corporate
È +61 (0)411 890213
* leeu@bigpond.com

From: Jodie Syrett <Jodie.Syrett@scove.com.au>
Sent: Thursday, May 16, 2024 12:08 PM
To: leeu <leeu@bigpond.com>
Cc: RBC - Schotia Island <schotiaisland@scove.com.au>
Subject: 5660

Hi Lee,

I have spoken with the Security Supervisor, and under special circumstances, they have approved the owner of the campervan at 5660 to park it at the boat ramp until 6th June 2024. This exception has been made because the resident had to move their campervan out of the storage facility on short notice, and there is currently no availability at the Mulpha Storage Compound.

While extended parking periods are generally not permitted, an exception has been made in this case.

I hope this assists.

Kind Regards,

JODIE SYRETT

Manager Body Corporate

Direct 07 5500 3326 | jodie.syrett@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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Boat Ramp Parking Policy

Policy Statement

Sanctuary Cove Community Services (SCCS) recognises the need to provide parking controls for the Boat Ramp Carpark in the Residential area appropriate to the Principal Body Corporate (PBC) By-Laws and Residential Zone Activity By-Laws.

This policy gives guidance to the implementation and enforcement of off-street parking within local regulations. The policy will be enforced consistently and fairly across the community to achieve the equitable use of the Boat Ramp Carpark.

Policy Objectives

Provide equitable and safe parking in the Boat Ramp Carpark. The carpark is to be utilised in a safe and appropriate manner that supports the launch of watercraft from the Boat Ramp and the parking of a vehicle and watercraft trailer.

Provide clear instruction regarding carpark access and use by a resident.

Describe the process to apply to the PBC for a parking exemption within this policy and local regulations.

Manage vehicle parking breaches in the carpark with the application of Reminder Notices that is recorded against the property connected with the vehicle in breach.

Boat Ramp Carpark Parking

- (a) The carpark is controlled by boom gate access from Riverside Drive and the intercom post has a reader for swipe card and Bluetooth access. To exit the carpark a vehicle has to drive over the ground loop detector to raise the boom gate.
- (b) The carpark can be used by a Resident who is launching their personal watercraft from the boat ramp.
- (c) The carpark is not to be used by a visitor who intends to launch a watercraft, which is not owned by a resident, and then park their vehicle in the carpark.
- (d) Vehicles and Trailers are to be parked within the marked carpark space and should not impede the turning circle of another vehicle.
- (e) Parking during the day of a vehicle and watercraft trailer is permitted.
- (f) Overnight parking of a vehicle and watercraft trailer is not permitted.
- (g) SCCS and Security have the discretion to authorise a vehicle, temporary use of the carpark.

Apply for Exemption

Residents seeking authorisation to park a vehicle in the Boat Ramp Carpark outside of these terms, is required to contact the Chief Executive Officer (CEO) for permission.

Reminder Notice

A Reminder Notice for a parking breach may be issued to a Resident by Security.

Recurring breaches may be referred to the PBC for follow up action; however further failure to comply may result in the restriction of automated access into the Boat Ramp Carpark and/or Residential area. Any restriction will be authorised by the CEO.

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 PRINCIPAL, C/- Sanctuary Cove Principal, PO Box 15 SANCTUARY COVE, QLD, 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:

SANCTUARY COVE PRINCIPAL

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 owner's 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.

GENERAL BUSINESS

Zieria RBC
Sanctuary Cove.
11 March, 2024.

The Chairman
Principal Body Corporate
Sanctuary Cove.

Dear Sir,

Re: Sitewide Kerbside Irrigation Roll Out in Sanctuary Cove.

1 Introduction.

Zieria RBC comprises of 26 lots, only 2 of which are undeveloped.

All homes in Zieria are mandated to lay turf on the nature strip adjacent to the home and install irrigation systems to maintain this turf.

2 Requests for Information regarding the installation of sitewide irrigation.

Following from discussions with BCS personnel, Dale St. George has confirmed the following with regard to my request.

1 “nothing planned at this stage in the 2024/2025 Budgets”

2 “2024/2025 Budget was set and approved last year – we are now working on 2025/2026 and as stated previously will certainly review with other priorities.”

The Minutes of the Finance Sub-Committee of 23 February state “DSTG advised assumptions for 2024/2025 Budgets submitted this month, drafts to be issued to the PBC and PTBC FSC next month. Draft budgets must be put to the RBCs in June/July.”

It is clear that the information supplied to the FSC in February contradicts what I have been told. The 2024/2025 budget has not been set and approved last year as previously stated and draft budgets will only be provided to the RBCs in June.

3 Budget Process.

There is no evidence that I can find that RBCs have been consulted on any items that they may wish to be included in the budget. I can also find no records of PBC discussion on the budget which leads me to the conclusion that the budget process is solely a BCS matter.

3 Budget Process cont.

I would argue that the exclusion of RBCs in the debate prior to drafting the budget is a major error. The presentation of “draft budgets” in June /July does not allow sufficient time for debate and any agreed changes to be made.

Millions of Dollars have been spent on providing irrigation water storage but there appears to be no plan for the roll out of the irrigation system to the new RBCs where it is required.

4 Further Anomaly.

As explained earlier Zieria currently irrigates its kerbside turf with high cost potable water at the owner’s expense. However, Zieria residents also pay via their SC levy towards the cost of the water consumed by the existing irrigation system of which they are not part. In effect Zieria residents are being charged twice for kerbside irrigation, or, put another way they are subsidising the cost of water to those residents who currently have kerbside irrigation.

5 Conclusion.

I believe that a proposal for the roll out of irrigation to all RBCs should be developed with the intention to install irrigation to those RBCs that currently do not have irrigation at the earliest opportunity.

Secondly, the current practice of charging RBCs for the consumption of irrigation water which is not available to them should cease and prior charges should be refunded.

I trust this will receive your consideration.

Yours faithfully,

Hugh Martin

Members Nominee for Zieria RBC.