



**NOTICE OF EXECUTIVE
COMMITTEE MEETING
OF THE PTBC**

Name of Property: SANCTUARY COVE PRIMARY Primary Thoroughfare Body Corporate
GTP: 201
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 28 November 2024 at 12:00 PM

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

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

Agenda

1. Attendance record
2. Apologies and proxies
3. Quorum
4. Conflict of Interest Member Declaration
5. Recording of meeting
6. Motions
 1. Approval of Previous PTBC EC Minutes held on 15th October 2024
 2. Approval of CSC Minutes held on 11th October 2024
 3. Approval of FSC Minutes held on 18th October 2024
 4. Matters In Progress November 2024
 5. Operations Report October 2024
 6. Date of the PTBC Annual General Meeting

7. Correspondence for Information

No	Date	From	To	Regarding
1.	25 October 2024	IM Insurance Mentor	PTBC	Schedule of Insurance
2.	25 October 2024	IM Insurance Mentor	PTBC	Schedule of Insurance
3.	31 October 2024	SCSSL	PTBC	Extension of the Security Services User Agreements

4.	31 October 2024	SCSSL	PTBC	Security Services User Agreement PBC
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Reply To PO Box 15, Sanctuary Cove QLD, 4212
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VOTING PAPER

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

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 28 November 2024 at 12:00 PM

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 PTBC EC Minutes held on 15th October 2024 (Agenda Item 6.1)

Statutory Motion Submitted by Committee

THAT the Minutes of the PTBC Executive Committee Meeting held on 15th October 2024 be accepted as a true and correct record of the proceedings of the meeting.

Yes ☐

No ☐

Abstain ☐

2 Approval of CSC Minutes held on 11th October 2024 (Agenda Item 6.2)

Submitted by Committee

THAT the PTBC EC notes and accepts the CSC Minutes dated 11th October 2024 as tabled.

Yes ☐

No ☐

Abstain ☐

3

Approval of FSC Minutes held on 18th October 2024 (Agenda Item 6.3)

Submitted by Committee

THAT the PTBC EC notes and accepts the FSC Minutes dated 18th October 2024 as tabled.

Yes	☐
No	☐
Abstain	☐

4

Matters In Progress Nov 2024 (Agenda Item 6.4)

Submitted by Committee

THAT the PTBC EC notes the Matters in Progress Report November 2024 as tabled and provides an instruction to the Body Corporate Manager to remove items (as detailed at the meeting)

Yes	☐
No	☐
Abstain	☐

5

Operations Report October 2024 (Agenda Item 6.5)

Submitted by Committee

THAT the PTBC EC notes Operations Report October 2024 as tabled.

Yes	☐
No	☐
Abstain	☐

6 Date of the PTBC Annual General Meeting (Agenda Item 6.6)

Submitted by Committee

THAT the date of the PTBC Annual General Meeting will be Thursday 9th December 2024 at 9:00am.

Yes ☐

No ☐

Abstain ☐

7 Correspondence for Information (Agenda Item 7)

Submitted by Committee

That the PTBC EC notes and accepts the Correspondence for Information, October 2024 as tabled.

Yes ☐

No ☐

Abstain ☐

GTP: 201 Lot Number: _____ Unit Number: _____

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

Name of voter: _____

Signature of voter: _____ **Date:** _____

ATTACHMENTS

- 1. MOTION INFORMATION**
- 2. Minutes of Previous Meeting**
- 3. Draft CSC Minutes 20241011**
- 4. Body Corporate - FSC Minutes**
- 5. Matters in Progress**
- 6. Body Corporate - Operations Report**
- 7. CORRO FOR INFORMATION**
- 8. PBC PTBC Pre Renewal Summary Document**
- 9. PTBC GTP 201 - Liability Pre Renewal Summary Document**
- 10. Extension of agreement PTBC**
- 11. Security Services User Agreement - PBC 2024 v2**
- 12. Proxy form - BC**

MOTION INFORMATION



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

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: Tuesday 15 October 2024 at 9:30 AM
Meeting time: **09:37am – 10:05am**
Chairperson: Mr S Anderson

ATTENDANCE

The following members were Present in Person at the meeting:

MSCD Investments	Mr Stephen Anderson
SCGCC	Mr Paul Sanders
PBC	Mr Stuart Shakespeare

The following members present by Voting Paper and In Person:

SCGCC	Mr Paul Sanders	Committee member present (pre-voted)
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The following members present by Voting Paper:

MSCD Developments	Mr Barry Teeling
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The following members were present by Proxy:

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

Present by Invitation:

Mrs Jodie Syrett, Manager of Body Corporate – Minute Taker

Apologies:

Mr Barry Teeling – MSCD Developments
Mr Dale St George, CEO

A Quorum was present

Nil Conflict of Interest

The Meeting was recorded.

Motions

1

Approval of Previous PTBC EC Minutes held on 29th August 2024
(Agenda Item 6.1)

Statutory Motion Submitted by Committee

Motion **CARRIED.**

RESOLVED that the Minutes of the PTBC Executive Committee Meeting held on 29th August 2024 be accepted as a true and correct record of the proceedings of the meeting.

Yes	3
No	0
Abstain	1

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

2

Approval of FSC Minutes held on 16th August 2024 (Agenda Item 6.2)

Submitted by Committee

Motion **CARRIED.**

RESOLVED that the PTBC EC notes and accepts the FSC Minutes dated 16th August 2024 as tabled.

Yes	4
No	0
Abstain	0

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

3 Approval of FSC Minutes held on 20th September 2024 (Agenda Item 6.3)

Submitted by Committee

Motion **CARRIED.**

RESOLVED that the PTBC EC notes and accepts the FSC Minutes dated 20th September 2024 as tabled.

Yes	4
No	0
Abstain	0

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

4 Body Corporate - Matters in Progress Oct 2024 (Agenda Item 6.4)

Submitted by Committee

Motion **CARRIED.**

RESOLVED that the PTBC EC notes the Matters in Progress Report Oct 2024 as tabled and provides an instruction to the Body Corporate Manager to remove items (as detailed at the meeting)

Yes	4
No	0
Abstain	0

NOTE:

#95 Village Gates – Expected to be reopened early Nov 2024. PBC to vote on a motion at EGM for decommission of old gates.

#104 Site Wide Water Review – Paul (PS) to provide an overview/summary at next meeting

#105 Primary Thoroughfare to Secondary Thoroughfare – To be added to MIPs

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

5 Body Corporate – Operations Report September 2024 (Agenda Item 6.5)

Submitted by Committee

Motion CARRIED.

RESOLVED that the PTBC EC notes Operations Report September 2024 as tabled.

Yes	4
No	0
Abstain	0

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

6 2025 PTBC EGM Dates (Agenda Item 6.6)

Submitted by Committee

Motion CARRIED.

RESOVLED that the PTBC EC resolves to call an Extraordinary General Meeting of the PTBC on the following dates at 09:00am:

Thursday 27 February 2025
Thursday 24 April 2025
Thursday 26 June 2025
Thursday 28 August 2025
Thursday 30 October 2025
Monday 15 December 2025 - AGM

Yes	4
No	0
Abstain	0

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

7 2025 PTBC EC Dates (Agenda Item 6.7)

Submitted by Committee

Motion CARRIED.

RESOLVED that the PTBC EC resolves to call an Executive Committee Meeting of the PTBC on the following dates at 09:00am:

Thursday 27 February 2025

Thursday 24 April 2025

Thursday 26 June 2025

Thursday 28 August 2025

Thursday 30 October 2025

Monday 15 December 2025

Yes	4
No	0
Abstain	0

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

8 Correspondence for Information (Agenda Item 7)

Submitted by Committee

Motion CARRIED.

RESOLVED that the PTBC EC notes and accepts the Correspondence for Information, Aug/Sept 2024 as tabled.

Yes	4
No	0
Abstain	0

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

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

Submitted by Committee

Motion **CARRIED.**

RESOLVED that the date of the next PTBC Annual General Meeting will be Monday 9th December 2024 at 09:00am.

Further **RESOLVED** that the date of the next PTBC Executive Committee Meeting will be Monday 9th December 2024 at 09:00am.

Yes	4
No	0
Abstain	0

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

General Business:

8.1 PTBC Minutes to be available to PBC MN:

- The PTBC committee has no objections to this request. They have also asked for access to the PBC minutes.

8.2 Security Issues & tail gating:

- Stuart (SS) advised Mike Telea has been invited to the next PBC EGM meeting to discuss and answer questions in relation to security and tail gating.

There being no further business the chairperson declared the meeting closed.

MEETING CLOSED at 10:05 AM

Chairperson: Mr Stephen Anderson



MINUTES OF THE INFORMAL CONTRACTS SUB COMMITTEE MEETING OF THE PBC

Body Corporate Committee	Sanctuary Cove Principal Body Corporate GTP 202 Contracts Sub-Committee		
Location of Meeting:	Meeting Room 1 - Sanctuary Cove Body Corporate Services		
Date and Time of meeting	Friday, 11 October 2024		
Meeting Chaired by:	Mr Shaun Clarke		
Meeting start time:	10.27am	Meeting finish time:	11.52am

ATTENDANCE

The following Committee members attended the meeting In Person:

Chairperson	Mr Shaun Clarke (SC)
Ordinary	Mr Robert Nolan (RN)
Ordinary	Mr Ken Morrisby (KM)

APOLOGIES

PBC Chairperson	Mr Stuart Shakespeare (Invitee)
PBC Treasurer	Mr Paul Kernaghan (Invitee)

BY INVITATION

Facilities Services Manager	Ms Shanyyn Fox (SF)
Security Operations Manager	Mr Mike Telea (MT)
Security Operations Supervisor	Mr Henry Poloai (HP)
EA to the CEO	Mrs Tamara Jones (minute taker)

QUORUM

The Chairperson declared that a Quorum was present.

GENERAL BUSINESS

SC clarified that this was an informal meeting, with the Contract Sub Committee's (CSC) primary role being to focus on major contracts, oversee tenders, and make recommendations to both the PBC and PTBC. In this case, the CSC's objective is to provide support to SF on how best to proceed with each stage of this significant project.

Key Issues to Consider:

Commercial Concerns – costs associated with the project.

Strategic Concerns – determining whether, and if so, which, assets should be retained or sold.

Opticomm and Sanctuary Cove Communication Services

SF provided background on Opticomm's relationship with Sanctuary Cove, noting that they have been providers since 2019. The current contract with Opticomm operates under a three-year contract with potential rollover for up to six years. SC also gave a brief history of the Sanctuary Cove Communication Services Unit Trust (SCCSUT). MT & HP provided background information on the security system, outlining its components and operational mechanisms.

SC noted that, at the time of the dissolution of the SCUTT trust, that the assets were transferred to the PBC and that the WDV of the assets was written off. He queried what the WDV would be now had the value been retained in the books and depreciated. SF noted that a recent replacement cost developed by GHD suggests the assets have a very substantial value.

Opticomm's Proposal: Three Options

Option 1: Opticomm Acquires Sanctuary Cove Fibre Network for \$1

- Opticomm will fund an upgrade to a Nokia XGS-PON system
- In home security / duress / PABX line to be removed.
- Current ONU/ONT devices (Calix system), are no longer available or in production. Stock purchased by PBC – estimated 105 remaining.
- Opticomm expressed no interest in upgrading/owning/operating the security network (other than the fibre network on which the security operation relies).

Option 2: Sanctuary Cove Retains Ownership of the Fibre Network

- The PBC will fund the upgrade to a Nokia system and the removal of the in-home security/PABX line.
- The maintenance/operation agreement with Opticomm to be extended.

The upgrade cost is estimated at \$961,000 and will take approximately 36 months. The PBC will be liable for maintenance costs during this period.

SF noted that the sinking budget for the upcoming financial year does not currently include allocated funds for a major upgrade of FTTH or Security alarm assets.

Option 3: Hybrid

- Opticomm acquires the fibre network for \$1 and funds the Nokia system upgrade.
- Calix equipment will remain, and the current maintenance/operation agreement with Opticomm will be extended for Calix equipment on a per-home basis.
- No wholesale rebates to Sanctuary Cove will apply under this option.

SC noted that additional hybrid options had not yet been explored. Such as, the PBC retains ownership of the fibre network as a strategic asset and leases it to Opticomm at peppercorn rent.

Additional Technical Considerations

- **FE900/PABX System:** Old analogue security alarm panels must be upgraded before removing the FE900 and PABX system. May be possible to upgrade or retrofit older alarm panels with a new board rather than full replacement. A specialist is required to assess both options. Security is capable of running both PBX and Nokia systems concurrently.

- **Cloud-Based System vs IP Network:** While a cloud-based system is possible, it would require reliance on an external company. A specialist will need to evaluate the viability of a cloud-based solution; however, the preference is for Security to maintain control. New homes built in the last 12 months are already IP network capable. Existing servers at Security are ready for the IP system, and there's no need to purchase new ones—only the removal of the FE900/PABX servers is necessary.
- **PABX vs. IP Network:** The PABX system currently reports every 24 hours, while the IP network system is capable of providing real-time reporting, offering greater efficiency. If the FTTH fails, the IP network can be restored via an internet connection. The IP system provides better functionality, speed, and a reduced risk of failure for users and Security.
- **ONT Devices:** All homes within Sanctuary Cove are equipped with an ONT, usually located within the garage. Each ONT currently supports alarm systems, free-to-air TV, and internet connections using Calix equipment. Confirmation is to be sought regarding the ability to receive support from any other telco for the Calix system and the expected lifespan of the Nokia XGS-PON system.
- **1Mb Service:** The team discussed the possible need for the 1mb service to be used for the IP network, noting a small number of residents use this complimentary service would need to investigate reallocating and discontinuing service.
- **Reduction in Security System Components:** The proposed upgrade will streamline the system by reducing the number of components to 3. Decreasing the risk of failure and ongoing maintenance and replacement costs.

Additional Queries and Discussions

- SF indicated that the SC system is not at high risk of failure. MT added that the current system in Sanctuary Cove is reliable, with spare parts purchased to ensure redundancy. SF and MT emphasised the need to take action to address concerns about outdated or unsupported technology, as end-of-life components could compromise the system in the future. SF provided details of Hope Island Resorts systems after discussions with the CMS Facility Manager and noted that their Security system has been unsupported for approximately 15 years.
- RN raised a query about the FTTH boundaries and whether the PBC would be responsible for upgrades at the Intercontinental Hotel or tenancies in The Village. SF confirmed that only the alarms panels would need upgrading; underground infrastructure will remain untouched.
- Alarm panel ownership. HP advised that the alarm panels are owned by the lot owner not the PBC as is with the ONT equipment.
- Opticomm is primarily focused on the Telecommunications network, which indicates that our security assets and operations will need to be managed separately.

Considerations and Next Steps

- **FTTH/NBN:** All homes are required to have a FTTH connection, as it is essential for Security integration. Some homes may have both FTTH and NBN connections, depending on resident preference, and certain areas may not be NBN-capable.
- **FTTH Network Management Agreement:** SF indicated Opticomm, off the record, expressed contentment with a 1+1 option, which will be presented at RBC AGMs in February 2025. CSC raised

concerns about the need for individual RBC approval. SC will discuss this further with PK and SS. It is therefore essential that we retain Opticomm as an operator/maintainer of the current network until our future structure and associated budget issues are thoroughly researched and decided on by the community.

- **Funding:** Discussions were held regarding the potential costs and funding for the projects. SF to review the sinking fund budget with Mika; however, the final decision will rest with the PBC. If the security system project is funded through the sinking fund, there may be a potential cost split between the PBC and PTBC, depending on the chosen option.
- **Consultancy:** SF to confirm with Mika as to if a budget has been allocated for a specialist or consultant to assist with the process. SF has already consulted with several candidates to assess interest. It was recommended that a specialist consultant be engaged to review the Security and Alarm system and the FTTH system.

Conclusion and Action Items

Based on the discussions and the agreed-upon priorities, SF was assigned the task of creating a project plan for the following:

1. Security System Upgrade
2. FTTH Review

Once the plans are complete, the CSC will reconvene to review.

MOTIONS

1 FTTH Network Management - 1+1 CARRIED

Proposed by: The Chairperson

RESOLVED that the CSC recommends that the PBC award the FTTH Network Management Agreement contract to Opticomm at a cost of \$348,700 Inc GST, per annum for the period commencing 1 April 2025 to 31 March 2026, with the option to extend for one additional year, subject to approval by all parties. All existing pricing and conditions will remain unchanged.

Yes	3
No	0
Abstain	0

FURTHER RESOLVED that the CSC recommends that the PBC approve the reduction of the number of quotes from three (3) to one (1) due to other providers being unable to support the Calix systems integrated within Sanctuary Cove, resulting in this contract being unable to be placed out to tender.

MEMBER	Yes	No	Abstain
Mr Shaun Clarke	✓		
Mr Robert Nolan	✓		
Mr Ken Morrisby	✓		



MINUTES OF THE
FINANCE SUB COMMITTEE MEETING
OF THE PBC & PTBC

Body Corporate Committee	Sanctuary Cove Principal & Primary Bodies Corporate Finance Sub-Committee
Location of Meeting:	Meeting Room 1 - Sanctuary Cove Body Corporate Services
Date and Time of meeting	Friday, 18 October 2024
Meeting Chaired by:	Mr Stephen Anderson
Meeting start time:	9.52am
Meeting finish time:	10.18am

ATTENDANCE

The following Committee members attended the meeting In Person:

Chairperson	Mr Stephen Anderson (SA)
Ordinary	Mr Mick McDonald (MM)

PRESENT BY PROXY

Mr Paul Kernaghan to Mr Stephen Anderson
Mr Tony McGinty to Mr Stephen Anderson
Mr Robert Hare to Mr Stephen Anderson

APOLOGIES

Ordinary	Mr Paul Kernaghan (PK)
Ordinary	Mr Tony McGinty (TM)
Ordinary	Mr Robert Hare (RH)

BY INVITATION

Finance Manager	Ms Mika Yanaka (MY)
EA to CEO	Mrs Tamara Jones (minute taker)

QUORUM

The Chairperson declared that a Quorum was present.

MOTIONS

1 Approval of Previous Minutes CARRIED

Proposed by: The Chairperson

RESOLVED That the Minutes of the Finance Sub-Committee Meeting for the PBC/PTBC held on 20 September 2024 be accepted as a true and correct record of the proceedings of the meeting.

Yes	5
No	0
Abstain	0

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

2 Action Items CARRIED

Proposed by: The Chairperson

RESOLVED That the FSC notes and accepts the Action Items for October 2024 as tabled.

Yes	5
No	0
Abstain	0

Note:

- *No progress on the FTTH contract, aside from its extension. The PBC is currently sourcing a consultant. SA enquired as to whether we have any 3G equipment still in use, as the network will be phased out by the end of the month. MY will check with Security and SCCSL's IT Company.*
- *MY contacted Cheryl McBride regarding the Governance Review and was informed that it is unlikely there will be any recommendations concerning the Purchasing Policy. MY suggested creating a Delegated Authority document to provide clarity for both SCCSL staff and the PBC.*
- *The budget approval action item has been completed and can be removed.*

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

3	PBC Financial Statements	CARRIED
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Proposed by: The Chairperson

Yes	5
No	0
Abstain	0

RESOLVED That the FSC notes and recommends to the PBC the approval of the PBC Financial Statements as at 30 September 2024 as tabled.

Note:

- *Current \$660k YTD surplus is not expected to cover the projected costs of water and SCCSL cost recovery fees in October 2024.*
- *Full year forecast has improved by from a projected full year forecast deficit of \$192k in August, to \$65k projected deficit.*

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

4	PTBC Financial Statements	CARRIED
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Proposed by: The Chairperson

Yes	5
No	0
Abstain	0

RESOLVED That the FSC notes and recommends to the PTBC the approval of the PTBC Financial Statements as at 30 September 2024 as tabled.

Note:

- *Animal Management fees increases are attributed to the corella program.*
- *Electrical costs have increased significantly in the current year, due to the expiry of a fixed price 3-year contract.*
- *Water and management fee cost recoveries are additionally contributing to the higher overall costs.*

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

5	PBC Actual v Budget Analysis	CARRIED
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Proposed by: The Chairperson

Yes	5
No	0
Abstain	0

RESOLVED That the FSC notes and recommends to the PBC the approval of the PBC Actual v Budget Analysis as at 30 September 2024 as tabled.

Note:

- *Water variance expenses were underbudgeted in the FY2024 year on the assumption of projected significant improvements with the introduction of the Pressure Reduction Valve system implementation. Whilst improvements have been confirmed with the July 2024 water billing, the budget did not allow for reasonable water loss values which is the key driver overruns in this expense category. The 2024-25 budget has allowed for reasonable water loss/variance expenses based on historical costs.*
- *SA requested that Shanyn Fox (Facilities Services Manager) briefly attend the next meeting to provide an update on the water audit and PRV.*
- *The land tax expense variance due to a timing issue and will resolve in October.*

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

6	PTBC Actual v Budget Analysis	CARRIED
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Proposed by: The Chairperson

Yes	5
No	0
Abstain	0

RESOLVED That the FSC notes and recommends to the PTBC the approval of the PTBC Actual v Budget Analysis as at 30 September 2024 as tabled.

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

7	PBC Cash Flow	CARRIED
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Proposed by: The Chairperson

Yes	5
No	0
Abstain	0

RESOLVED That the FSC notes and recommends to the PBC the approval of the PBC Cash Flow as at 30 September 2024 as tabled.

Note:

- *Cash outflows for a few sinking fund related projects expected in October.*

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

8	PTBC Cash Flow	CARRIED
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Proposed by: The Chairperson

Yes	5
No	0
Abstain	0

RESOLVED That the FSC notes and recommends to the PTBC the approval of the PTBC Cash Flow as at 30 September 2024 as tabled.

Note:

- *October cash outflows include Class A water related outgoings (inc. Energex).*

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

9	PBC Legal/Consultant Costs Summary	CARRIED
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Proposed by: The Chairperson

Yes	5
No	0
Abstain	0

RESOLVED That the FSC notes and recommends to the PBC the approval of the PBC Legal/Consultant Costs Summary as tabled.

Note:

- *MM requested an update on the Buttner v Leslie matter for the next meeting.*

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

10	PTBC Legal/Consultant Costs Summary	CARRIED
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Proposed by: The Chairperson

RESOLVED That the FSC notes and recommends to the PTBC the approval of the PTBC Legal/Consultant Costs Summary as tabled.

Yes	5
No	0
Abstain	0

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

11	Date of Next Meeting	CARRIED
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Proposed by: The Chairperson

RESOLVED That the date of the next FSC Meeting will be Friday, 22 November 2024 at 10:00am.

Yes	5
No	0
Abstain	0

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

GENERAL BUSINESS

N/A

Chairperson:



#	MEETING DATE	RESOLUTION	Onus	COMMENTS	EXPECTED COMPLETION DATE
95	09/19	Village Gate	FM	- Postponed commencing June 2024 after the boat show. - Works to commence end June 2024 22/07/24 Early: Current Parkway lanes will be blocked off; traffic diversion will be activated with sign covers removed. 30/09/24 Temp Road closure for approx. 1 month. - Gates re-opened	Commenced
97	10/20	Fig Tree replacement - Boulevard	FM	NO action taken – future project	ON HOLD
101	08/22	A Class Water	CEO	- Pumps and other equipment for final project installation in safe storage – will bring to site. - Energex have approved the new site for the transformer – expect works to commence in June 2024. - Water supply agreement 2024 for approval. - Energex works component to be approved by PTBC/PBC - Energex civil works approved, works estimated to commence End Aug 2024 - CBP lawyers have been asked to draft response letter to HydroVision - Still in dispute with Lawyers	ONGOING

As at
19 November 2024



PRIMARY THOROUGHFARE BODY CORPORATE

GTP 201

102	03/23	Safety concerns Boulevard pathway - risk	FM	- Review timing of addressing potential hazards on each side of the Boulevard pathway - Mulching has been undertaken; the remainder of works will be undertaken when time permits.	Pending
104	02/23	Site wide water review	CEO / Golf	- Lake storage and stormwater runoff investigations to ascertain retention of stormwater. - Motion on PTBC Agenda - \$42K (ex gst) for a complete report and recommendations. - WO issued - Further funding to conduct lake survey of depth approved.	Commenced



OPERATIONS REPORT – OCTOBER 2024

Key Performance Indicators

	Positive / Actioned		Watch / Ongoing		Negative / Not Started
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Sanctuary Cove Community Services Limited and its wholly owned subsidiaries

Draft Unaudited position for the year ending 31 October 2024

Net Expenditure Statement	Security	Security	Community & Others	Community & Others	Resort Body Corporate	Resort Body Corporate	Combined Annual Budget	Combined Annual	Combined Annual Budget	Combined Annual
	YTD	Budget YTD	YTD	Budget YTD	YTD	Budget YTD	YTD	Budget YTD	FYF	Budget
Income										
Management Fees	3,758,067	3,753,817	2,802,761	2,629,911	68,884	0	6,300,691	6,126,048	6,303,148	6,126,048
Other services & interest	105,049	86,929	106,693	25,500	0	0	220,664	112,429	220,664	112,429
Total Income	3,863,116	3,840,746	2,909,454	2,655,411	68,884	0	6,521,356	6,238,477	6,523,813	6,238,477
Expenditure										
Employee expenses	3,188,074	3,225,432	2,350,869	2,208,006	0	0	5,538,943	5,433,438	5,538,943	5,433,438
Other	675,042	615,314	558,585	447,405	68,884	0	982,413	805,039	984,870	805,039
Total Expenses	3,863,116	3,840,746	2,909,454	2,655,411	68,884	0	6,521,356	6,238,477	6,523,813	6,238,478
Net operating Saving / (Cost)	0	0	0	(0)	0	0	0	0	0	-
YTD +/- movement compared to budget		(0)		0		0		(0)		0

Draft Unaudited Position for the full year ending 31 October 2024

Total group expenses tracked (\$254k) 9.6% unfavourable to budget.

Interest and other income for the year was \$93.6k above budget, with \$60k net income contribution from Resort Body Corporate Services activities.

A cost recovery fee of \$87k has been factored into the management fee income.

The key 2 main drivers of the total expense overruns are listed below:

- Employee expenses over \$142.9k predominantly driven by an unbudgeted head count increase.
- Consulting and Legal Fees overruns due to the engagement of a external Company Secretarial Service, EBA consultancy fees which is ongoing, HR annual consultancy fee increases and other one off engagements.



Principal Body Corporate

Draft Unaudited Major Expense Variances above \$10k for the year ending 31 October 2024

Principal Body Corporate (Major Expenditure variances above \$10k)	FY2024 Actual	FY2024 Budget	Variance \$	Variance %	Note
Management Fees	1,387,377	1,320,367	(67,010)	(5.1)%	1
Network Manager Service Fees	397,973	359,150	(38,823)	(10.8)%	2
Consultants	49,631	30,000	(19,631)	(65.4)%	3
Grounds & Garden - tree management	101,269	25,000	(76,269)	(305.1)%	4
Insurance Excess	18,478	5,000	(13,478)	(269.6)%	5
Irrigation - Golf Lakes Maintenance	56,149	10,000	(46,149)	(461.5)%	6
Utilities - electricity/gas	171,366	152,153	(19,213)	(12.6)%	7
Water Charges	392,317	85,000	(307,317)	(361.5)%	8
Other expenses	7,637,398	8,155,898	518,500	6.4%	9
Total Expenditure	10,211,958	10,142,567	(69,390)	(0.7)%	

Notes to variances:

1. Management Fees - Cost recovery fee recognised for SCCS
2. Network Manager Fees: Driven by Calix support fees increased from \$3,488.65 to \$3,660.92 per month, and management and maintenance of the FTTH network such as Opticomm fees, cost of repairs of FTTH cables, Fibre Pit compliance testing and other repairs and maintenance costs.
3. Consultancy fees are predominantly driven by the Governance Review of the PBC for work performed during the FY2024 year.
4. Grounds & Garden Tree Management: Christmas storm rectification works, Tree pruning and palm shaping.
5. Insurance excess: Insurance excessed charged in relation to water leak repair claims and storm damage claims.
6. Irrigation – Golf Lakes Maintenance: Budget assumed A Class water usage. A water management plan was introduced which is offset by the savings of \$105k in A class water usage expense.
7. Utilities – Electricity/gas: Increase in electricity rates combined with an understated budget, which lead to a compounded variance to budget.
8. Water Charges – Water billing variance for potable and waste attributed to PBC based on proportion of water usage per meter reads, cost of credits applied for water leak relief to residents and fixed access charges.
9. Other Expenditure – net \$518.5k favourable to budget.



Primary Thoroughfare Body Corporate (Expense Variances)

Draft Unaudited Major Expense Variances above \$10k for the year ending 31 October 2024

Primary Thoroughfare Body Corporate (Major Expenditure variances above \$10k)	FY2024 Actual	FY2024 Budget	Variance \$	Variance %	Notes
Management Fees	423,857	403,841	(20,016)	(5.0)%	1
Irrigation - Golf Lakes Mtce	48,378	31,200	(17,178)	(55.1)%	2
Mtce - animal management	146,581	100,000	(46,581)	(46.6)%	3
Utilities - electricity/gas	121,138	89,246	(31,892)	(35.7)%	4
Utilities - water	105,028	-	(105,028)		5
Other expenses	795,502	909,045	113,543	12.5%	6
Total Expenditure	1,640,484	1,533,332	(107,151)	(7.0)%	

Notes to variances:

1. Management Fees - Cost recovery fee recognised for SCCS
2. Irrigation Golf Lakes Maintenance – Bathymetric Survey costs and Water management plan offset by savings of \$35.5k in Irrigation -A class water expense.
3. Mtce –animal management – Corella program commenced in March, Kangaroo Management, Ibis, Fox programs. Additional attendance for removal of wildlife costs as incurred.
4. Utilities – electricity/gas: Large volume 3-year fixed pricing agreement ended. The accumulated year on year increases, present market conditions combined with an understated budget led to a compounded variance to budget.
5. Utilities – water: Water billing variance for potable and waste attributed to PTBC based on proportion of water usage per meter reads and fixed access charges.



Cash Positions

Account	Bank	Actual Holding	Interest Rate %	Interest Received YTD
PBC – Administration Fund	BOQ	17,020		-
ARC - Administration Fund	MBL	451,000		-
PBC – Sinking Fund (at call)	Macquarie	1,623,977	2.90%	49,114
PBC – Sinking Fund (at call)	BOQ	966	0.00%	-
PBC – Sinking Fund Term Deposit	Macquarie	-	4.70%	14,223
PBC – Sinking Fund Term Deposit	Macquarie	1,000,000	4.70%	45,075
PBC – Sinking Fund Term Deposit	Macquarie	250,000	2.90%	9,236
PBC – Sinking Fund Term Deposit	Macquarie	500,000	4.70%	20,017
PBC – Sinking Fund Term Deposit	Macquarie	500,000	4.70%	18,931
PBC – Sinking Fund Term Deposit	Macquarie	162,000	2.90%	11,613
PBC – Sinking Fund Term Deposit	BOQ	1,000,000	5.00%	6,438
PBC – Sinking Fund Term Deposit	BOQ	1,000,000	5.00%	3,058
PBC – Sinking Fund Term Deposit	BOQ	1,000,000	4.80%	2,630
PBC – Sinking Fund Term Deposit	BOQ	3,500,000	4.80%	156,947
PTBC – Administration Fund	BOQ	96,565		-
PTBC – Sinking Fund (at call)	Macquarie	2,135,127	2.90%	38,944
PTBC – Sinking Fund (at call)	BOQ	1,007	0.00%	-
PTBC – Sinking Fund Term Deposit	BOQ	200,000	4.75%	1,223
PTBC – Sinking Fund Term Deposit	Macquarie	500,000	4.70%	21,403
SCCSL	Macquarie	167,068	2.90%	15,811
SCCSL	Macquarie	9,896	NA	
SCCSL	Macquarie	449,500	NA	
SCCSL	CBA	5	NA	
Security	Macquarie	492,681	2.90%	16,293
Security	Macquarie	200,000	4.70%	14,097
Security	CBA	10		
Security	CBA	3,586		

Term deposit rates available from BOQ StrataCash and Macquarie Bank are reviewed with consideration given to cashflow, term of investment to maximize returns on cash balances with combined use of at call accounts providing current interest returns of 2.9%.



Finance Team Activities

- Periodic review of current finance policies and associated procedures and controls. Ongoing
- Company auditor review and appointment for FY2023-24 Financial Statement audit complete. KPMG audit planning meeting completed in August. Final audit has been scheduled for November.
- Preparation of year end Audit information for PBC, PTBC and RBCs which have requested audits to be performed. Auditors will be onsite from 11-15 November 2024, with PBC and PTBC audited reports were previously scheduled to be signed on 27 November 2024 and now brought forward to 25 November 2024, RBC audited reports are scheduled to be signed on 3 December 2024.
- Preparation activities for annual reporting obligations – Income Tax RBCs, PBC and PTBC submitted to tax agent for lodgement August, FY2025 Workcover annual lodgement completed.
- Stratamax Invoice Hub to be reviewed and considered for streamlining invoice approvals. On going expected start February 2025
- New time and attendance planning and implementation meetings – multiple, User acceptance testing to be performed in October.



SECURITY SERVICES

Security Statistics (from the 1st Nov 2023)

Period	Alarm Activations				Medical	Incidents	Keys Issued	Infringe Notices	Accesses
	Fire	General	Panic	Total					
YTD 2024	711	1850	560	3121	153	260	1193	2719	372
YTD 2023	618	1657	624	2899	174	314	1638	2034	210

Valet Services (October 2024 – YTD 2024)

	October 2024		October 2023		Year to Date 2024	
	Number	\$ Charge	Number	\$ Charge	Number	\$ Charge
Key Pick-Up	17	\$136.00	18	\$144.00	183	\$1,464.00
Long Term Rental	7	\$1,050.00	10	\$1,400.00	80	\$10,800.00
Short Term Rental	0	\$0.00	0	\$0.00	0	\$0.00
Access Re arm	2	\$76.00	8	\$325.00	49	\$1,967.00
Other	3	\$114.00	2	\$76.00	31	\$1,325.00
Rental Breaches	0	\$0.00	0	\$0.00	0	\$0.00
Commercial Call Outs	12	\$3,300.00	13	\$3,575.00	53	\$14,575.00
Total	41	\$4,676.00	51	\$5,520.00	396	\$30,131.00

Specific Monthly KPO's:

- Review CCTV cameras approved for Stage 2 Security Technology.
- Obtain costs for Hybrid Electric Vehicles to replace Security vehicles (3) in November 2024
- Review Emergency Management Plan

Ongoing Monthly KPOs:

- Provide 24hr Emergency Medical support through First Aid, Defibrillation and Medical Oxygen for an estimated 174 Medical Incidents per annum at an average of 14 Medicals per month.
- Provide 24hr Mobile, Marine and Golf Course (night) patrolling subject to Incident Response. Complete building/gate checks and patrols of relevant stakeholder

Stage 3 CCTV – receive report from C-Cure Systems, review costings with Finance TBD.

Vehicle changeover completed and Toyota RAV4s are operational.
In progress and assist with Resident's Emergency, Disaster & Outage Guide

Items Actioned – refer to statistics.



areas. Marine Patrols, subject to boat maintenance and staffing levels.

- Attend to estimate 2,899 alarms per annum at an average of 241 per month; attend to estimate 314 phone or camera activated security/emergency incidents at an average of 26 per month; and when safe to do so respond within 4 minutes.
- Provide Gate access at a monthly average of 27,359 based on yearly access of 328,315.
- Follow up on Late to Test (LTT) alarm panels not reporting within 24hrs. Forward FTTH matters to the Network Manager, troubleshoot alarm panel faults and liaise with owners to rectify, forward non-compliance to Body Corporate
- By-Law enforcement – maintain or reduce the current Reminder Notice average of 175 per month, report underage drivers and serious nuisance activity by way of Incident Report. Provide a monthly statistic in Security Report.
- Complete a daily Watercraft Register check of residential jetty and pontoon; file completed form at Roundhouse for inspection.
- Speed Camera deployment on the secondary thoroughfare and location rotated twice monthly. Provide photo evidence as basis to issue/enforce Speed Offence Notice. Provide monthly statistic in Security Report.
- Short- and Long-Term Rental checks.
- Parks and open space checks.
- Review of Operational procedures.
- Measure LPR and Visitor Management uptake and access, provide monthly statistics in the Security Report.
- Measure Valet Services and provide monthly statistic in Security Report.
- Risk and Compliance – Conduct risk assessments as required operationally, review Security Risk Register, monitor and review Compliance Calendar to ensure Licence and qualifications are compliant.
- Attend and contribute to senior management meetings and planning.

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

In October there were 266 Parking Infringement "Reminder Notices" issued, compared to 257 during the same period the previous year. The table below provides a breakdown of these notices by Body Corporate location.

RBC	No of Breaches	Previous Year	RBC	No of Breaches	Previous Year
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Ardisia	45	16	Caladenia	6	8
Zieria	31	50	Darwinia	6	6
Tristania	29	20	Admin	5	1
Roystonia	22	11	Felicia	5	10
Alpinia	20	17	Araucaria	4	11
Washingtonia	15	27	Colvillia	4	5
Plumeria	14	18	Harpullia	4	8
Schotia Island	13	14	Bauhinia	3	10
Molinia	9	1	Fuschia	2	3
Cassia	8	3	Adelia	1	5
Acacia	7	6	Alphitonia	1	0
Alyxia	6	1	Corymbia	0	1
Banksia Lakes	6	4	Woodsia	0	1
	225	188		41	69

Speed Sign/Camera

Speed camera breaches for October have been limited due to charging issues. There were 11 speeding breaches identified, and these will be processed with the issue of an appropriate notice.

Fixed Speed Radar Reading

Speed	<40 km/h	41-45 km/h	46- 49 km/h	50-59 Km/h	60- 69 km/h	70 + km/h	Total Stats
YTD 2022	267,787	54,985	11,143	2,191	381	111	336,598
YTD 2023	367,576	83,587	15,758	2,788	495	95	470,299
YTD 2024	393,685	90,307	15,505	2,830	472	100	502,899
Total	1,029,048	228,879	42,406	7,809	1348	306	1,309,796
% Current YTD	78.28%	17.96%	3.09%	0.56%	0.09%	0.02%	100.0%
Aug 2024	32,859	7,140	1,214	242	47	5	41,507
Sep 2024	33,816	7,417	1,226	223	53	8	42,743
Oct 2024	43,293	9,186	1,646	245	80	18	54,468
% Current MM	79.48%	16.86%	3.03%	0.45%	0.15%	0.03%	100.0%

Highest Speed.

Location	Speed km/h	Date	Time
1019 Edgecliff	72	5.10.24	0130 hrs
2204 The Parkway	95	13.10.24	2130 hrs



Operational

Security attended to 21 incidents for the month - 15 General and 6 Medical.

Fifteen (15) General Incidents:

- a) Four (4) were Person related including:
 - 1. A trespass where a man who was turned away at the gate, was found by Security after they walked into the residential area
 - 2. An altercation between 2 men at the Country Club
 - 3. Verbal abuse between a resident and youths on bikes.
 - 4. A residential tenant served a notice for multiple parking breaches
- b) Eight (8) were Vehicle related including:
 - 1. An Uber delivery driver who hit the 22 Ton Bridge
 - 2. A vehicle with occupants wearing a balaclava that tailgated into the res area
 - 3. A resident walking on The Parkway received a glancing blow from a passing truck.
 - 4. Two incidents occurred where a boom lowered onto a vehicle.
 - 5. Contractor vehicle that damaged the pavers on a traffic island
 - 6. Contractor vehicle that hit a "Keep Left" sign at a roundabout.
 - 7. A caravan exiting the Boat Ramp struck the solar panels at the Boom Gate.
- c) Three (3) were Property related including:
 - 1. 2 x alarms in the Village for Fire/PIR activation
 - 2. Access to a storeroom for restaurant staff

In July 2024 a buggy was UL Taken from the front of Carts n Parts in the Village.

There were six (6) Medical incidents all involving residents, five of whom required hospital treatment. Issues included falls, breathing difficulties, and chest pain.

47 Complaints were received:

	October 2024	September 2024	August 2024	July 2024
Residents	27	27	33	25
Subject not located	13	10	4	2
Rentals	5	6	7	3
PBC/Village/Hotel	2	5	5	2
TOTAL	47	49	35	32

Marine Patrols

There were 479 patrols of Marine Zones 1-5 by Haven and Eden (including transit between zones).

- a) Haven was deployed on 17 dayshifts and 18 nightshifts.
- b) Eden was deployed on 18 dayshifts and 5 nightshifts.



October 2024	Haven	Eden	Totals
Zone 1/Harbour 1	139	70	209
Zone 2/Harbour 2	70	68	138
Zone 3/Harbour 3	52	68	120
Zone 4/Harbour 4	32	69	101
Zone 5/Roystonia	61	36	97
Total Patrols	354	311	665
Day Patrols	17	18	35
Night Patrols	18	5	23

There were 8 incidents of unauthorised access reported in Private Harbours, Lakes, and Marina Piers:

a) All of the incidents were related to fishing activities:

- Three reports were from Marina Pier and Lake
- One from 22 Ton Bridge
- Four from a Private Harbour.
- All eight groups involved were moved on without incident.

Visitor Management System and License Plate Recognition

	8.10.24	6.11.24
Residents registered with LPR	1116	1119
Total not registered with LPR	310	307
Total Lots	1,426	1,426
Resident vehicles/buggies LPR	5,444	5,480
Permanent visitor vehicles LPR	4,742	4,780
Total Vehicles	10,186	10,260
Residents registered VMS Portal	447	450
Res/Builder/multiuser same house	144	145



Number of VMS entries	2725	2707
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Total Number of Body Corporate Owners: 1426 (as at 8.04.24).

LPR (License Plate Recognition) Registration by Residents: Increased by 3 to 1119 or 79% of resident homes.

VMS (Visitor Management System) Portal Registration: Increased by 3 to 450.

Active Users on VMS Portal: Increased by 1 to 145 residents and builders actively using the portal.

Number of VMS Entries for Current Residents and Builders: Decreased by 18 to 2707.

LPR Technology Update

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

There are no LPR issues to report this month.

Workplace Health and Safety

A meeting was held on 9 October 2024.

Company-wide September-October, there were 21 in total and 18 closed.

Security Workplace Inspections due for October.

Facilities electrical to investigate custom timers for lithium battery charging due to current restrictions that prevent altering of timer settings

R U Okay memo and posters issued as the bi-monthly topic.

Security and Facilities managers to undertake online training for Return-to-Work management.

The next meeting is scheduled 18 November 2024.

Scheduled Works

The temporary access to Village Gate through the carpark, was reopened 28.10.24. The temporary lights have been removed with dual lane access restored.

Staff

The Security Officer vacancy has been filled and the new employee began their training on 4.11.24.



BODY CORPORATE SERVICES

Monthly Action Key Performance Indicators

Month	Description	Actioned
Monthly	➤ General Meeting agenda issue min 7 days prior to each meeting with minutes drafted and issued to Chairperson within 14 business days	Complete
	➤ Committee meeting agenda issue min 7 days prior to each committee meeting with minutes drafted and issued to Chairperson within 14 business days post meeting.	Complete
	➤ Extranet / portal content management	Complete
	➤ Monthly communications to residents – newsletter / email / Facebook	Complete
	➤ Minimum 2 site compliance inspections each week to inc real estate and building compliance	Complete
	➤ Compliance breach case management – max period for open case being no more than 6 months. Any case closure correspondence to be issued within 7 days of remedy.	Complete
	➤ Bi – Monthly Body Corporate Manager site inspection with Compliance Officer.	Complete
	➤ Body Corporate Manager site BUP inspection with member of Facilities team	Complete
	➤ Change of Ownership, Address and Appt of Nominee forms processed within 48hrs of receipt and ack of same issued to resident	Complete

Additional BCS Operations

1. Building Works – Inspections are conducted once weekly by BCS and daily by the Security Services Team.
2. Compliance – Weekly inspections are carried out, with reports sent to the PBC EC for further action on matters involving three or more breaches. In October 2024, twenty (20) breach letters were issued for RZ ABL compliance and four (4) breach letters issued for parking compliance.
3. Website Formulation – Please refer to the website rather than SharePoint for all current information.
4. Policy and Procedure review: Continues to be reviewed.
5. StrataVote Implementation: Please encourage committees to utilize this tool, as it helps meetings run more smoothly and efficiently.
6. PBC/PTBC EC Nominations closed on 31 October 2024- Ballot papers will be distributed with agenda 2 weeks prior to the AGM on 9th of December 2024.
7. Referee Applications- Currently one referee application submitted for Woodsia.
8. Due to Tamara in our office commencing maternity leave, an on-site Commissioner for Declarations will no longer be available to witness and sign documents. You may locate a Commissioner for Declarations or Justice of the Peace using the "Locate Your Nearest JP" service.



Insurance

Insured Name	Date of Loss	Incident Description	Update
Sanctuary Cove PBC	07/08/2021	Notification Only	Notification Only – Resident – Walking her dogs along the path of Harbour Terraces and fell. No Movement on claim
Sanctuary Cove PBC	30/11/2021	Claim for Legal expenses – Owner suing another owner and PBC as respondent	Harbour Terraces matter. PBC named as respondent as PBC allowed renovation to proceed. Claim still ongoing
Sanctuary Cove PBC	05/01/2022	Third Party Hit Street Lamp – Masthead Way	Third party hit streetlamp on Masthead Way. SUU is awaiting repair report from Crawford and Company to progress the claim.
Sanctuary Cove PBC	16/01/2022	Resident – Twisted ankle on footpath	Notification Only – Resident twisted ankle on footpath at the Parkway near the golf driveway entrance. Settlement of claim paid to Claimant- \$14,000 Defence Costs- \$10,935.25
Sanctuary Cove PBC	02/04/2022	Resident – Cycling and fell	Resident riding push bike along road moved over for car and has fallen off when tyre come off road. No further approach has occurred from claimant file closed, can be re-opened if further information comes to light.
Sanctuary Cove PBC	21/04/2022	Notification Only- Motorbike Rider fell off bike	Notification Only No Movement on claim
Sanctuary Cove PBC	24/04/2022	Slip & Fall – The Boulevard	Notification Only No Movement on claim
Sanctuary Cove PBC	27/05/2022	Machinery Breakdown - Pump	Machinery Breakdown – Masthead Way. Claim with Insurer and it is their intention to decline claim.
Sanctuary Cove PBC	12/05/2023	Infrastructure Damage to pipes and lost water	Claim has been finalised in the amount of \$28,316.64

Legal Expenses

Sanctuary Cove Principal Body Corporate			Budget	
				150,000.00
Grace Lawyers	26.09.23	Schotia compliance		15.00
Grace Lawyers	26.09.23	Adelia compliance		1,212.50
Grace Lawyers	31.10.23	Bauhinia		935.00
Grace Lawyers	31.10.23	Schotia compliance		973.00
Grace Lawyers	31.10.23	Adelia compliance		2,829.00
Grace Lawyers	30.11.23	Bauhinia		4,345.00
Grace Lawyers	30.11.23	Schotia compliance		3,328.50
Grace Lawyers	31.12.23	Bauhinia		2,200.00
				15,838.00
			Balance	134,162.00



FACILITIES SERVICES

OPERATIONS REPORT – OCTOBER 2024

After Hours call outs

Date	PBC Emergency Repair
30/10/2024	Pump Station 22 – Fault (hydraulic)
21/10/2024	Pump Station 22 – Fault (hydraulic)
05/10/2024	Pump Station 22 – Fault (hydraulic)

Date	PTBC Emergency Repair
19/10/2024	Irrigation Mainline leak

Contracts Subcommittee

N/A

Maintenance Contracts - Tenders

CR	Contract Review											
CSC	Contract Sub Committee review of Contract/Tender documentation											
EOI	Invitation for “Expressions of Interest”											
RFT	“Request for Tender” invite Contractors to submit a bid for the provision of goods or services.											
Evaluation	Undertake evaluation of received tenders											
Approval	Seek/Obtain necessary approvals											
Award	Award contract works to successful Tenderer											
Tender	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
FTTH												
Street Sweeping					CR	CSC	EOI	RFT	Eval	Appr	Award	
Landscaping					CR	CSC	EOI	RFT	Eval	Appr	Award	
Waste and Recycling					CR	CSC	EOI	RFT	Eval	Appr	Award	

Complete	
In progress	



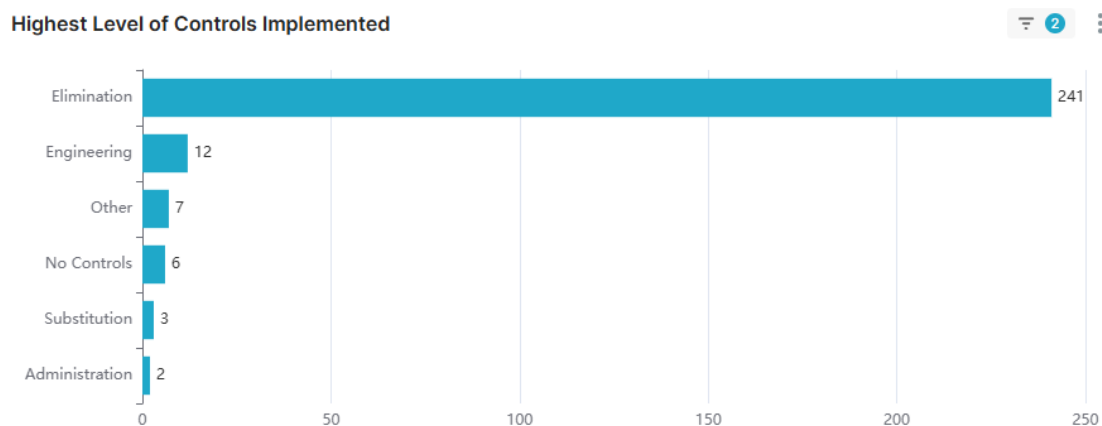
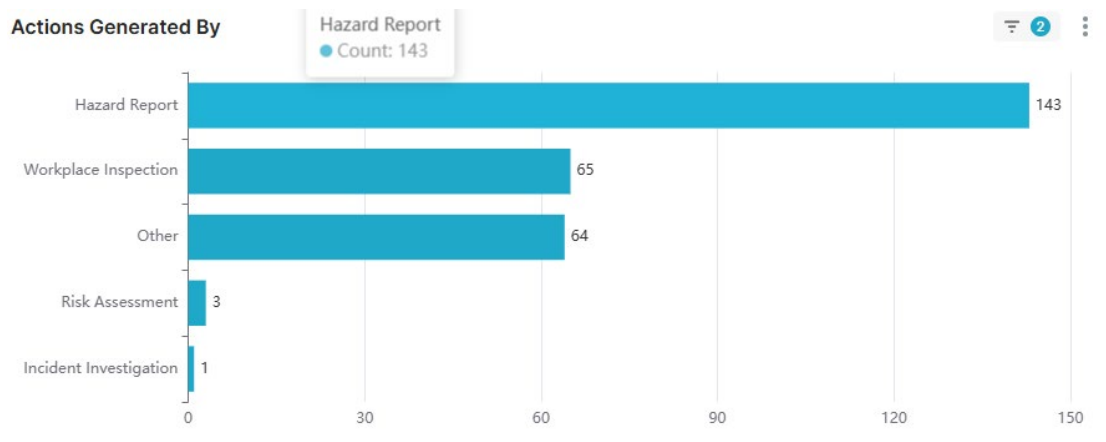
Contractor Six (6) Monthly Review

Contract Review	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
FTTH											IP	IP
Street Sweeping			✓								IP	IP
Landscaping			✓								IP	IP
Waste and Recycling			✓								IP	IP

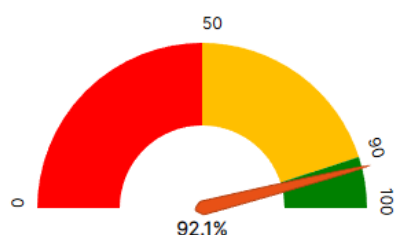
*6 monthly review to be conducted September/October 2024 due to tender evaluation schedule

Hazard Identification/Reporting

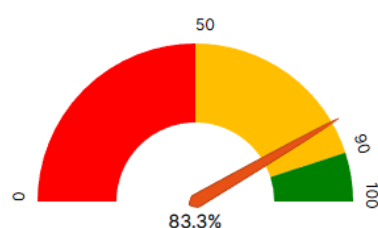
In the month under review, a total of 20 hazards were reported, with 17 of these being identified by Facilities Services. The highest level of controls implemented was 100% - Elimination.



92.1% Tasks Closed in Last 30 Days Prior to Deadline



83.3% Active Tasks within Deadline



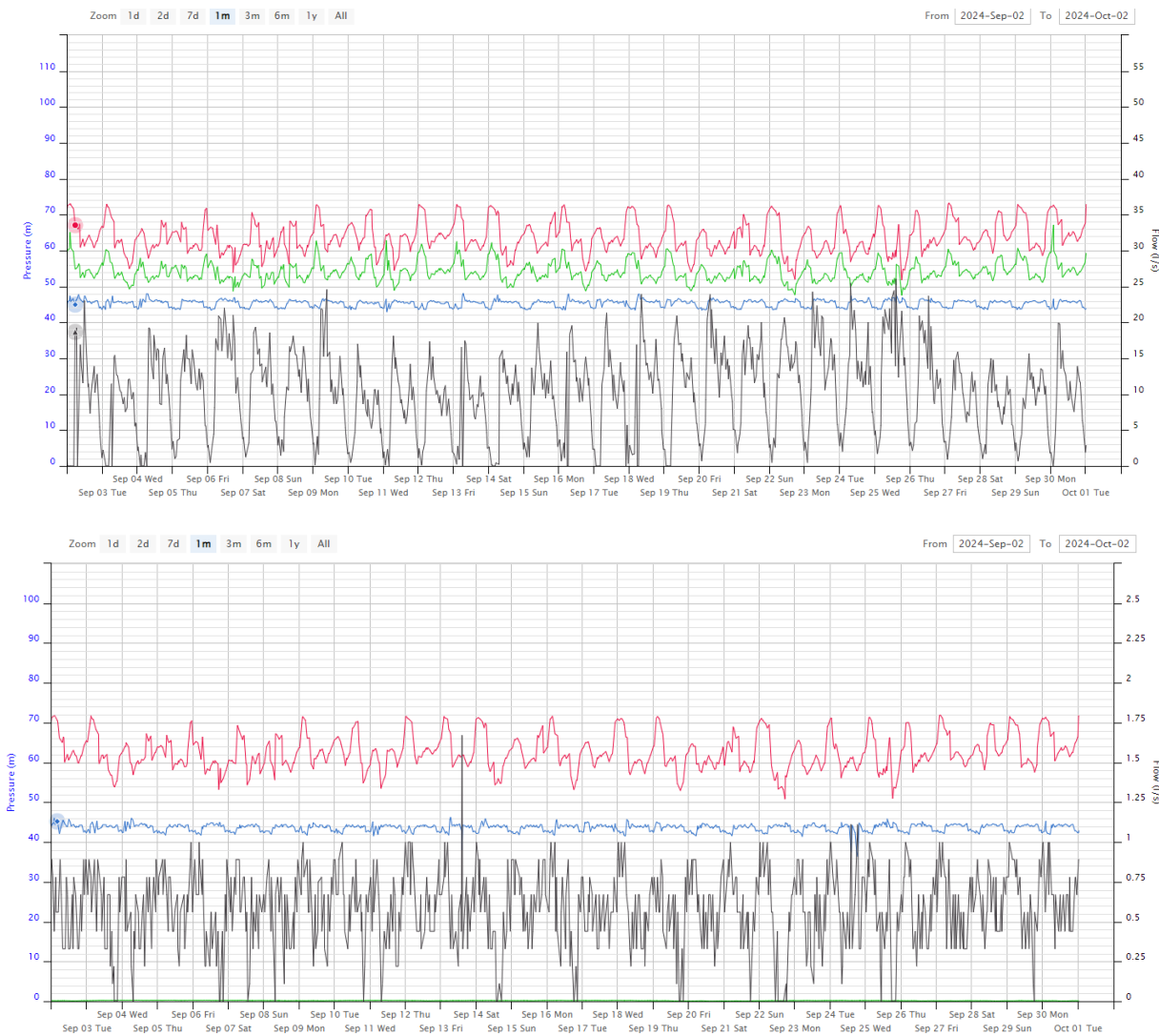
Sinking Fund Major Projects

On hold	
In progress	
Complete	
Confirmed	
Estimate	

Project	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Asset management system review												
MDN Potable water - Consultant/Reports												
Tulip Lighting Year 2												
Electrical lighting - Butcherbird park bollard lighting (inhouse)												
Revetment Wall												
Irrigation - Class A												
The Parkway - Silky Oak removal/replacement												
Landscaping - Year 2, 3 and 4 (PBC/PTBC)												
Park Signage												
Building management system												
Access systems												
Check/Isolation valves												
Village Gates - Paving												
Road - Parking Bays												
Olympic Road - Repave												
Muirfield Lane - Repave												
Kerb Year 4 (Cassia, Araucaria)												
Village Gates - Kerbing												
Switchboard upgrade												
Water meters x 230												
Pressure Management System												



Project	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Bridge - Entry boulevard bridge paint												
Entrance boulevard lighting - Tulip/Up lights												
Electrical lighting - Bridge Lighting												
Electrical lighting - Bollards												
Irrigation - Class A												
Landscaping - Year 2, 3 and 4 (PBC/PTBC)												
Landscaping - The Address Gates												
Village Gates - Kerbing												
Village Gates - Paving												
Switchboard - Upgrade/replacement												
The Address Gates/Fence upgrade												
Gates/Fences - Vardon Lane												
Pressure Management System												



18

The Pressure Reduction Valves (PRVs), part of the Pressure Management Systems, were commissioned on January 15th, with set points compliant with Australian Standards AS/NZS 3500.

Immediate reductions in pressure levels and fluctuations in the internal water network supply to Sanctuary Cove have been observed. The Pressure Management System will dynamically adjust network pressures to maintain a more consistent and reduced level across the potable network

Please refer to the adjacent graphs/data illustrating significant fluctuations in the incoming supply pressure from GCCC compared to the current supply pressures at Sanctuary Cove.

The Red/Pink axis represents the GCCC supply pressure.

The Blue axis represents the supply pressure to the Sanctuary Cove site from the PRVs.

We conducted a review of last year (prior to commissioning) and observed a significant reduction (75.86%) in leaks across the site:

Year	Total leaks
2023	58
2024	14

Key Performance Indicators

Facilities Services

FACILITIES SERVICES	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Achieved
LEADERSHIP/CUSTOMER SERVICE (WORK REQUESTS/PREVENTATIVE MAINTENANCE)													
PM - (MO) Percentage closed for month - Target 75%	81%	100%	75%	33%	25%	87%	84%	83%	77%	92%	AF - issue	AF - issue	
Total % (Open vs Closed) Target 80%	82%	76%	75%	84%	84%	85%	80%	79%	75%	82%	82%	75%	100%
Greater > 60 Days (Target <25)	7	10	14	8	16	11	0	8	22	4	11	4	100%
Total Outstanding <100	39	55	69	37	55	35	32	42	45	40	39	39	100%
Plumber jobs remaining > 30 days 2 average	0	2	2	0	1	0	0	2	2	2	1	4	100%
Electrician jobs remaining > 30 days 6 average	0	8	9	1	5	5	4	2	4	4	4	4	100%
Irrigation Jobs remaining > 30 days 5 average	5	6	1	0	1	0	1	1	0	0	1	6	100%
Priority 1 - Target >100 %	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Priority 2 - Target >77.5 %	96%	100%	80%	100%	100%	100%	95%	100%	100%	100%	100%	100%	100%
Priority 3 - Target >75 %	76%	76%	75%	78%	79%	83%	77%	77%	76%	79%	75%	75%	77%
GOVERNANCE / COMPLIANCE	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Total
FM - Monthly Site Inspection	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	100%
Facilities Services WHS Training - Manual Handling, Ladder	44.44%	44.44%	44.44%	44.44%	44.44%	44.44%	100%	100%	100%	100%	100%	100%	100%
Contractor Induction - Annual target 75%	78%	77%	76%	76%	78%	77%	77%	78%	77%	76%	76%	76%	100%
Hazard identification - Target 2 each / 16 per month	17	16	24	26	21	21	22	23	18	17	17	20	100%
Department Procedures - Target 1 (per month) /12 required for year	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	100%
FM Departmental Audit - Risk Management - 6 Total			N/A			N/A			N/A			N/A	100%

Please note – Fault with the AF reporting/syncing, preventing the review of PM data.

Service Provider

Landscape Solutions	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24
1.1 Maximum number of failures P2	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
1.2 Response & Repair Timeframe	44%	55%	41%	50%	58%	15%	9%	25%	0%	0%	25%	0%
1.3 Preventative Maintenance	68%	62%	64%	65%	66%	67%	72%	73%	74%	76%	76%	78%
1.4 Document Compliance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	75%
1.5 Reporting	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
SPS	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24
1.1 Maximum number of failures P2	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
1.2 Response & Repair Timeframe	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1.3 Preventative Maintenance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
1.4 Document Compliance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
1.5 Reporting	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Cleanaway	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24
1.1 Missed calls	2	2	4	1	0	3	3	1	2	1	2	1
1.2 Missed Bins	12	6	3	7	5	7	14	5	10	14	8	6
1.3 Complaints <5	0	0	6	3	1	0	0	0	2	0	1	3
1.4 Document Compliance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
1.5 Reporting	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

**CORRESPONDENCE
FOR INFORMATION**

25 October 2024

Sanctuary Cove Principal Body Corporate & Others
PO Box 15
SANCTUARY COVE QLD 4212

To whom it may concern,

Please find below a copy of your current insurance which is coming due for renewal. As your General Insurance Adviser, we are committed to ensuring that you are covered appropriately for the coming period.

If we do not hear from you within fourteen (14) days of the date of this letter, we will presume the information is to remain unchanged and we will issue your renewal terms in due course.

Type of Policy: Residential Strata
Policy Number: CA0006100145
Policy Period: 31/12/2023 - 31/12/2024
Insurer Name: CHU Underwriting Agencies Pty Ltd

To assist us with this, please review all schedule details and advise us if there is any information that is incorrect or needs updating.

Does your sum insured cover all your potential losses?

We highly recommend that you review your sum insured to ensure it is sufficient. If you are unsure, please contact us to discuss and ensure you are covered sufficiently.

Underinsurance is triggered when you underestimate either the reinstatement or replacement costs of your assets after a damaging event. If the sum insured doesn't reflect an up-to-date reinstatement or replacement cost, you will be at significant risk of being underinsured and may face substantial out-of-pocket expenses if you need to make a claim.

As an example, take into consideration the increasing cost of materials or supplies, particularly in the construction industry. This has caused shortages of materials and an increased demand for labour and suppliers internationally. Add to this the already constrained supply chain issues created by the COVID-19 pandemic, we strongly encourage you to review your sums insured across all insurance policies.

Limited Advice Warning

This advice is based on information we have previously obtained about you. You must ensure the information is accurate and complete. Otherwise, the advice may be based on inaccurate or incomplete information about your objectives or needs. You must therefore assess whether it is appropriate, in light of your own individual objectives or needs, to act upon this advice.

Duty to not make a misrepresentation

The duty to not make a misrepresentation applies to consumer contracts only. Please note if this policy also contains a non-consumer product, the duty of disclosure will also apply as shown on the back of your tax invoice.

You have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty). Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA.

Your duty applies before you enter into the policy, and also before you renew, extend, vary, or reinstate the policy.

Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete.

If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both.

If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

If you have any enquiries, please do not hesitate to contact our offices on 07 5688 0973.

Kind regards,



Lizzie Nelson
Insurance Mentor Pty Ltd & Insurance Mentor SI Pty Ltd

Important Information

We subscribe to and are bound by the insurance Brokers Code of Practice, a full copy of which is available from National Insurance brokers Association (NIBA) website, www.niba.com.au

YOUR DUTY OF DISCLOSURE (non-consumer insurance contracts only)

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract. You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- the insurer knows, or should know; or
- the insurer waives your duty to tell them about.

If you do not tell the insurer something:

If you do not tell the insurer anything you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

DUTY TO NOT MAKE A MISREPRESENTATION (consumer insurance contracts only)

You have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty). Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA. Your duty applies before you enter into the policy, and also before you renew, extend, vary, or reinstate the policy. Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete. If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both. If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

UNDER INSURANCE

Your contract of insurance may contain an average or under insurance provision. This means that if you under insure, you will have to bear part of any loss yourself.

SUBROGATION AND/OR HOLD HARMLESS AGREEMENTS

You can prejudice your rights to claim under your insurance if you make any agreement with a third party that will prevent or limit the Insurer from recovering the loss from that party (or another party who would otherwise be liable). This can occur when you sign a contract containing an indemnity clause, "hold harmless" clause or a release – unless you obtain the Insurer's consent in advance. These agreements are often found in leases, in property management contracts, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts

INSURING THE INTEREST OF OTHER PARTIES

If you require another party to be covered by your policy, you must request this in advance. Most policy conditions will not provide indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is noted on the policy.

CLAIMS MADE POLICIES

Some policies (for example, professional indemnity insurance) are "claims made" policies. This means that claims that are first advised to you (or made against you) and reported to your insurer during the period that the policy is current are insured under that policy, irrespective of when the incident causing the claim occurred (unless there is a date beyond which the policy does not cover – this is called a "retroactive date"). If you become aware of circumstances which could give rise to a claim and notify the insurer during the period that the policy is current, a claim later arising out of those circumstances should also be covered by the policy that is current at the time of the notification, regardless of when the claim is actually made or when the incident causing the claim occurred

In order to ensure that your entitlement to claim under the policy is protected, you must report all incidents that may give rise to a claim against you to the Insurers without delay after they come to your attention and before the policy expires.

DUTY OF GOOD FAITH

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, the insurer may be able to cancel your insurance. If the insurer fails to do so, you may be able to sue the insurer.

CANCELLATION OF YOUR POLICY & SMALL OVERPAYMENTS

If there is a refund or reduction of your premium due to cancellation or alteration to a policy or based on a term of your policy (i.e. premium adjustment provision), we may retain any adviser or compliance fee we have charged you. We will retain commission depending on our arrangements with the insurer or charge you a cancellation fee equal to the reduction in commission. EFT Refunds will not incur processing fees, however, refunds paid via cheque incur a \$55 fee. Account overpayments or small policy credits less than \$15 will be written off if we are unable to contact you for bank account details. Amounts \$2 or less are automatically written off.

NON-PAYMENT - Annual Payments

If this invoice is unpaid after 30 days, we will advise the insurer that the policy is unpaid. The insurer may cancel the policy and/or pursue payment from you.

NON-PAYMENT – By Instalments

If you are paying the premium for this policy by instalments then, if an instalment of the premium remains unpaid for a period of at least:

1. 14 days, your insurer may refuse to pay a claim; or
2. one month, your insurer may cancel this policy.

Your insurer reserves the right to cancel any direct debit arrangement between you if one or more debits are returned unpaid by your financial institution.

PRIVACY

We appreciate privacy is important to you. We are committed to protecting your personal information. For further information, please refer to our [Privacy Statement](#).

Schedule of Insurance

Policy Wording	CHU COMMUNITY ASSOCIATION INSURANCE PLAN - CUSTOM
The Insured	BODY CORPORATE FOR SANCTUARY COVE PRINCIPAL BODY CORPORATE - GTP 202 & SANCTUARY COVE PRIMARY THOROUGHFARE - GTP 201
Situation	100 SANCTUARY COVE BOULEVARD SANCTUARY COVE QLD 4212
Policy Period	31/12/2023 to 31/12/2024 at 4:00pm

Policies Selected	
Policy 1 – Community Property	Community property: \$133,118,348
	Community income: \$19,967,752
	Common area contents: \$1,331,184
Policy 2 – Liability to Others	Not Selected
Policy 3 – Voluntary Workers	Not Selected
Policy 4 – Fidelity Guarantee	Not Selected
Policy 5 – Office Bearers' Legal Liability	Not Selected
Policy 6 – Machinery Breakdown	Sum Insured: \$250,000
Policy 7 – Catastrophe Insurance	Sum Insured: \$19,016,906
	Extended Cover - Loss of Rent & Temporary Accommodation/Community Income/Storage: \$2,995,162
Policy 8 – Government Audit Costs and Legal Expenses	Not Selected
Flood Cover is excluded	

Excesses

Policy 1 – Community Property

Standard: \$10,000

Other excesses payable are shown in the Policy Wording.

Policy 6 – Machinery Breakdown

Standard: \$1,000

25 October 2024

Sanctuary Cove Principal Body Corporate & Others
PO Box 15
SANCTUARY COVE QLD 4212

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Type of Policy: Residential Strata – PTBC GTP 201
Policy Number: CA0006100146
Policy Period: 31/12/2023 - 31/12/2024
Insurer Name: CHU Underwriting Agencies Pty Ltd

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PRIVACY

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Schedule of Insurance

Policies Selected	
Policy 1 – Community Property	Not Selected
Policy 2 – Liability to Others	Limit of liability: \$50,000,000
Policy 3 – Voluntary Workers	Death: \$200,000
	Total Disablement: \$2,000 per week
Policy 4 – Fidelity Guarantee	Sum Insured: \$100,000
Policy 5 – Office Bearers' Legal Liability	Limit of liability: \$10,000,000
Policy 6 – Machinery Breakdown	Not Selected
Policy 7 – Catastrophe Insurance	Not Selected
Policy 8 – Government Audit Costs and Legal Expenses	Part A: Government Audit Costs: \$25,000
	Part B: Appeal expenses – common property health & safety breaches: \$100,000
	Part C: Legal Defence Expenses: \$50,000

The Insured BODY CORPORATE FOR SANCTUARY COVE PRIMARY THOROUGHFARE - GTP 201

Situation SANCTUARY COVE QLD 4212

Policy Period 31/12/2023 to 31/12/2024 at 4:00pm

31 October 2024

Sanctuary Cove Primary Thoroughfare Body Corporate
Shop 1A, Building 1, Masthead Way
Sanctuary Cove Q 4212

Re: Extension of the Security Services – User Agreement (“the Agreement”) - 01
November 2021

We confirm that both Sanctuary Cove Security Services Pty Ltd (“SCSS”) and Sanctuary Cove Primary Thoroughfare Body Corporate (“PTBC”) have mutually agreed to continue with the terms of our existing agreement which is set to expire on 31 October 2024.

To ensure uninterrupted services and operations, both parties have agreed to extend the current terms and conditions of the contract until the renewal agreement has been executed. This extension is intended to serve as an interim arrangement until a formal renewal contract is reviewed and executed.

In this interim period, the terms and conditions of the original contract will remain in effect without modification.

Kind Regards,



Mike Telea
Security Services Operations Manager

Acknowledgement:

Sanctuary Cove Primary Thoroughfare Body Corporate agrees to extend the current contract as outlined in this letter, including the specified modifications to Clause 2.2 and Schedule 2.


Name: STEPHEN ANDERSON
Position: CHAIRPERSON
Date: 8/11/24

SECURITY SERVICES – USER AGREEMENT

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This Agreement is made the day of 2024.

PARTIES

SANCTUARY COVE SECURITY SERVICES PTY LTD ACN 122 182 692
of c/- PO Box 15, Sanctuary Cove in the State of Queensland ("Supplier");

AND

THE PARTY NAMED IN ITEM 1 OF SCHEDULE 2 ("User");

RECITALS

- A. The Supplier is the provider of Security Services to the Resort.
- B. The User is either one of several bodies corporate in the Resort or the Company.
- C. The User acknowledges that the provision of a uniform standard of Security Services to the User and all Other Users in the Resort is essential for the safety of residents and visitors and to the continued function and reputation of the Resort.
- D. The Supplier and the User enter into this Agreement for the purposes of recording the terms and conditions for the provision of the Security Services to the User.

SCHEDULES

The following Schedules form part of this Agreement:

Schedule 1 - Definitions and Interpretation

Schedule 2 - Particulars

Schedule 3 - Security Services

The parties covenant and agree as follows:

1. Definitions and Interpretation

In this Agreement:

- 1.1 The words and phrases used in this Agreement have the meanings as set out at Schedule 1 “Definitions and Interpretation” to this Agreement.
- 1.2 In the interpretation of this Agreement, unless the context otherwise requires, the rules set out at Schedule 1 Definitions and Interpretation shall apply.

2. Engagement to Provide Security Services

- 2.1 This Agreement commences on the Commencement Date and ends on the date which is 3 years after the Commencement Date (**Initial Term**), unless:
 - (a) terminated earlier; or
 - (b) extended in accordance with clause 3.
- 2.2 This engagement is subject to the Supplier entering into a Security Services Agreement with each Other User in the same form as this Agreement PROVIDED THAT the Supplier may waive the benefit of this condition where the Other User who has not entered into a Security Services Agreement with the Supplier utilises less than 93.66 % of the total cost of the Security Services being provided.

3. Extension of Engagement

- 3.1 Subject to clause 3.3, the Supplier or the User may extend the term of this Agreement one or more times, in each case for a specified period (each an **Extension Term**), by giving notice to the other party at least three (3) months prior to the end of the Initial Term or the then current Extension Term (as applicable).
- 3.2 If the Supplier or User is considering extending the term of this Agreement under clause 3.1, the parties must promptly meet to negotiate in good faith to agree the Costs which will apply to the Extension Term. If the parties are unable to agree on the Costs, the Costs for the Extension Term will be the Costs which applied immediately prior to the commencement of that Extension Term.
- 3.3 The Supplier or User may not extend the term of this Agreement beyond the date that is ten years after the Commencement Date unless the parties have agreed in writing on the Costs and any other relevant terms (including by way of a variation of this Agreement, as the case may be) that will apply after that date.

4. Provision of Security Services

- 4.1 The Supplier shall as from the Commencement Date provide to the User those Security Services as identified for the User under the table in Schedule 3 with respect to the Zone and, subject to clause 6, such other, alternate or additional security services as agreed between the parties from time to time.
- 4.2 The Supplier covenants to perform the Security Services to the minimum service level specified in Schedule 3.

- 4.3 The User covenants that they shall accept the Security Services, subject to the operation of clause 5.
- 4.4 The Supplier covenants that it shall perform the Security Services in a professional and timely manner.
- 5 Costs of Security Services** In consideration of the provision of the Security Services, the User shall pay to the Supplier the Costs in the manner and at the times set out in this clause 5.
- 5.2 The Costs for the provision of Security Services to the User shall be:
- (a) the User's Allocation of the estimated Costs that will be incurred by the Supplier in providing the Security Services for the Resort per each quarter payable in advance (**Allocated Amount**); and
 - (b) any increase or decrease in the Allocated Amount payable by the User as a result of any variation to the Security Services agreed upon by the parties pursuant to clause 6.
- 5.3 Within three (3) months from the Commencement Date, the Supplier shall provide the User with a tax invoice of the Costs payable by the User per each quarter of the given Financial Year calculated in accordance with clause 5.2, and the User must pay the invoice within fourteen (14) days of the receipt of that invoice.
- 5.4 Within sixty (60) days of the expiration of each Financial Year, the Supplier shall provide an audited statement of the actual costs incurred for the Financial Year in providing the Security Services. Where:
- (a) the costs incurred exceed the estimated Costs invoiced to the User by the Supplier, the Supplier shall notify the User of the shortfall and the Supplier shall be entitled to add the shortfall to the next invoice issued to the User under this Agreement; or
 - (b) the costs are less than the estimated Costs invoiced to the User by the Supplier, the Supplier shall notify the User of the amount of the credit for the excess paid to be applied by the Supplier against the next invoice issued by the Supplier to the User under this Agreement.
- 5.5 Where no further invoices are required to be issued under this Agreement, then the Supplier shall either issue a further notice to the User for the shortfall (to be paid within fourteen (14) days of receipt by the User) or shall issue a refund of the excess paid when providing the statement to the User (as applicable).
- 5.6 All amounts due under or in relation to this Agreement shall be paid in full without any deduction or withholding (whether at law or in equity) and the User shall not be entitled to assert any credit, set off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part.
- 6. Variation of Security Services**
- 6.1 Subject to clause 6.2, the level and type of Security Services provided by the Supplier may be varied during the Initial Term or Extended Term by agreement as follows:
- (a) either party may request an increase in the extent and/or type of Security Services to be delivered to the User, and such increase in services shall be implemented by the Supplier as soon as reasonably practicable following the non-requesting party approving the variation(s) in writing; and
 - (b) an amendment to the User Allocation for any reason provided that:

- (i) one (1) month prior written Notice is given by the requesting party; and
- (ii) the non-requesting party agrees in writing to the User Allocation amendment;
- (c) either party may request a replacement or deduction of the Security Services to be delivered to the User, provided that:
 - (i) three (3) months prior written notice is given by the requesting party;
 - (ii) the non-requesting party agrees in writing to the replacement or deduction of the Security Service; and
 - (iii) the variation is not inconsistent with the column headed "Minimum Service Levels" in schedule 3.

6.2 If the User is the PBC or the PTBC, the User covenants that a request under clause 6.1 shall only be made or agreed to if resolved by special resolution of that body corporate.

7 Variation in Ownership or Zone

- 7.1 In the event of a change of ownership of the Zone or any part of the Zone, the User covenants with the Supplier that it shall procure a deed of covenant by the new owner of the Zone or any part of the Zone in favour of the Supplier to enter into an agreement with the Supplier for the provision of Security Services to the Zone or that part of the Zone:
- (a) on the same terms as this Agreement;
 - (b) commencing from the commencement of the Financial Year which follows following the last prior audit of Service Services for the Resort under clause 5.4, and to be for the balance of the term of this Agreement (whether the Initial Term or Extension Term) then remaining; and
 - (c) containing a User Allocation as determined by the Supplier and SCCSL during that next audit of Security Services.
- 7.2 This clause 7 shall not prevent the user from reaching a separate arrangement with the new owner of the Zone or part of the Zone with respect to payment of a contribution to the User for the provision of Security Services to that Zone or part of the Zone.

8 GST

- 8.1 All monies payable by the User in accordance with the terms of this Agreement are expressed to be exclusive of Goods and Services Tax. The User must pay to the Supplier on presentation of a tax invoice any Goods and Services Tax payable by the Supplier in respect of those amounts.

9. Relationship

- 9.1 This Agreement does not:
- (a) constitute a partnership or a joint venture between the Supplier and the User or create a relationship of principal and agent;
 - (b) authorize a party to assume or create any obligations or behalf of the other party except as specifically permitted under this Agreement; or
 - (c) constitute the relationship between the Supplier and the User as that of employer and employee.

10. Further Action and Access to Zone

10.1 Each party must:

- (a) use reasonable efforts to do, sign, execute and deliver (or cause to be done, signed, executed or delivered) all deeds, documents, instruments; and
- (b) do all things reasonably necessary,
to effectively carry out and give full effect to this Agreement and the rights and obligations of the parties under it both before and after completion (except those rights and obligations that terminate on completion).

10.2 Each party must refrain from doing anything which might prevent full effect being given to this Agreement.

10.3 The User shall permit the Supplier and its authorized Personnel to enter the Zone for the purposes of providing the Security Services at all reasonable times, subject to the proviso that the User expressly reserves the right to revoke or suspend such permission in part or in whole including, without limitation, in respect of certain premises only and/or in respect of certain individuals or classes of individual only.

10.4 To the extent that any exercise by the User of its rights under clause 10.3 directly results in the Supplier failing to provide the Security Services in accordance with the terms of this Agreement, the Supplier shall not be in breach of this Agreement, provided that the Supplier shall use its reasonable endeavours to avoid such failure and shall inform the User wherever practicable if the proposed exercise of its rights under clause 10.3 will or may lead to such failure.

11. Indemnity

11.1 The User indemnifies and keeps indemnified the Supplier against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Supplier pays, suffers, incurs or is liable for in connection with any of the following:

- (a) performance of the Security Services by the Supplier;
- (b) any default, neglect, act or omission of the User, or any of its directors, officers, employees or contractors; and
- (c) any breach of, or default under, this Agreement by the User.

12. Events of Default

12.1 An event of default occurs if:

- (a) a party breaches any provision of this Agreement and:
 - (i) does not remedy that breach within thirty (30) days after receiving a notice of that breach from the other party requesting that the breach be remedied; or
 - (ii) the breach is incapable of being remedied;

- (b) a party has:
 - (i) a receiver appointed over its assets or undertaking or any part of them; or
 - (ii) an official manager, trustee, voluntary administrator, liquidator or provisional liquidator appointed for all or any part of its assets or undertaking; or
- (c) the User suspends payment of its debts generally, or is or becomes unable to pay its debts when they are due, or is or becomes unable to pay its debts within the meaning of the *Corporations Act 2001* (Cth); or
- (d) a party is extinguished.

13. Rights on Default

- 13.1 If any event of default occurs in relation to a party ("Defaulting Party") the non-defaulting party, in addition to any other rights which may be conferred upon them by this Agreement, at law or equity, may elect to:
- (a) affirm this Agreement and sue the Defaulting Party for damages for breach;
 - (b) affirm this Agreement and sue the Defaulting Party for specific performance and damages; or
 - (c) terminate this Agreement and sue the Defaulting Party for damages for breach.
- 13.2 Where this Agreement is terminated or affirmed in accordance with this clause 13, that termination or affirmation will be without prejudice to any other rights the non-defaulting party may have against the Defaulting Party.

14. Waiver

- 14.1 The failure of or delay by a party at any time to require performance of any obligation under this Agreement is not a waiver of that party's right:
- (a) to claim damages for breach of that obligation; and
 - (b) at any other time to require performance of that or any other obligation under this Agreement,
- unless written notice to that effect is given.
- 14.2 Waiver of any provision of or right under this Agreement:
- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
 - (b) is effective only to the extent set out in any written waiver.

15. Dispute Resolution

- 15.1 A party must not start court proceedings except proceedings seeking interlocutory relief, in respect of a dispute arising out of this Agreement ("Dispute") unless it has complied with this clause 15.
- 15.2 A party claiming that a Dispute has arisen must notify each other party of the Dispute in writing ("the Dispute Notice") giving details of the Dispute.
- 15.3 During the five (5) Business Day period after the Dispute Notice is given under clause 15.2, or such longer period unanimously agreed in writing by the parties to the Dispute, ("Initial Period") each party to the Dispute ("Disputant") must use its best efforts and negotiate in good faith to resolve the Dispute.

- 15.4 If the Disputants are unable to resolve the Dispute within the Initial Period, each Disputant agrees that the Dispute may be referred at the request of any Disputant, to an independent Mediator determined by agreement between the parties no later than two (2) days after the end of the Initial Period or, in the absence of agreement, the Mediator is to be appointed by the President of the Queensland Law Society, and the Disputants must act in the utmost good faith and co-operate with the Mediator and the other Disputants in a genuine attempt to resolve the Dispute within ten (10) days after it is referred to the Mediator ("the Mediation Period").
- 15.5 If the Disputants are unable to resolve the Dispute within the Mediation Period, each Disputant agrees that the Dispute must be referred to an independent Arbitrator determined by agreement between the parties no later than two (2) days after the end of the Mediation Period or, in the absence of agreement, the Arbitrator is to be appointed by the President of the Queensland Law Society.
- 15.6 Despite clause 15.4, any Disputant may decline the mediation and request that the Dispute be referred directly to arbitration in terms of clause 15.5.
- 15.7 The arbitration shall be conducted in accordance with the Rules for the Conduct of Commercial Arbitration of the Resolution Institute, and,, subject to those rules, in accordance with the provisions of the *Commercial Arbitration Act 2013* (Old).
- 15.8 Each Disputant will bear its own costs in preparation for and participation in mediation in terms of clause 15.4. The mediator's costs will be paid for in equal shares by the parties. The arbitrator's costs will be paid as determined by the Arbitrator.
- 15.9 Complete confidentiality shall be adhered to by the parties and the terms of any resolution of a Dispute, whether it be by consent, mediation or arbitration or other, will remain confidential.
- 15.10 The Parties agree that in the event of a breakdown of their relationship, they will co-operate to consider all exit strategies available in an attempt to avoid the need for mediation, arbitration or litigation.
- 15.11 Each party will continue to perform its obligations under this Agreement during the resolution of any Dispute (including a Dispute relating to payment) unless and until this Agreement is terminated in accordance with its terms.

16. Force Majeure

- 16.1 If due to war, strikes, industrial action short of a strike, import or export embargo, lockouts, accidents, fire, blockade, flood, natural catastrophes and other obstacles over which a party has no control, that party fails to perform any of its obligations under this Agreement, that party shall not be held responsible for any loss or damage which may be incurred as a result of such failure. Should the event of force majeure continue for longer than one month, the party adversely affected shall have the option of terminating this Agreement immediately without further liability other than such liabilities as have already accrued when the Agreement ends.

17. Costs

- 17.1 Each party will bear and be responsible for their own costs (including Legal costs) for the preparation, execution, completion and carrying into effect of this Agreement.
- 17.2 The User must bear and is responsible for all stamp duty on or in respect of this Agreement.

18. Governing Law and Jurisdiction

- 18.1 This Agreement is governed by and is to be construed in accordance with the law applicable in Queensland.
- 18.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

19. Notice

- 19.1 A party giving notice or notifying under this Agreement must do so in writing:
- (a) directed to the recipient's address specified below or as varied by any notice:
 - (i) if to the Supplier:
Address: PO Box 15, Sanctuary Cove QLD 4212
 - (ii) if to the User:
Address: the address specified in item 1 of Schedule 2
Facsimile: the facsimile number specified in item 1 of Schedule 2
 - (b) hand delivered or sent by prepaid registered post or facsimile to that address or such other address or facsimile number as the party may have notified in writing to the other party or parties.
- 19.2 A notice given in accordance with clause 19.1 is taken to be received:
- (a) if hand delivered, on delivery during Business Hours of the recipient otherwise on the next Business Day;
 - (b) if sent by prepaid registered post, three (3) days after the date of posting;
 - (c) if sent by facsimile and a correct and complete transmission report is received during Business Hours on the day of transmission if a Business Day, otherwise on the next Business Day unless, within eight (8) Business Hours after that transmission, the recipient informs the sender that it has not received the entire notice or that the notice is not fully intelligible.
- 19.3 A notice given or served under this Agreement shall be sufficient if:
- (a) in the case of a corporation, it is signed by a director or secretary of that corporation or its attorney or lawyer;
 - (b) in the case of the PBC and PTBC, it is executed in accordance with the Act;
 - (c) in the case of a Subsidiary Body Corporate, it is executed in accordance with the Building Units & Group Titles Act 1980 (Qld); and
 - (d) in the case of an individual, it is signed by that individual or his attorney or lawyer.
- 19.4 The provisions of this clause are in addition to any other mode of service permitted by law.

19.5 In this clause 'notice' includes a demand, request, consent, approval, offer and any other instrument or communication made, required or authorised to be given under or pursuant to a provision of this Agreement.

19.6 In this clause 'Business Hours' means from 9.00am to 4.00pm on a Business Day.

20. Implied Provisions Inconsistent With Express Provisions

20.1 The provisions implied in this Agreement by law which are inconsistent with the express provisions of this Agreement will, where permitted, be modified to the extent of the inconsistency so as to conform to the express provisions.

21. Act or Omission

21.1 In this Agreement, reference to an act or omission by a party includes:

- (a) if a party comprises more than one person or corporation, an act or omission by any one or more of those persons and/or corporations;
- (b) permitting or allowing the act or omission to occur, and;
- (c) an act or omission of an employee (whether or not acting within the scope of his employment) agent, contractor, or invitee of the party.

21.2 Where in this Agreement a party agrees not to do something, the party will not attempt to do that thing, nor permit or procure that thing to be done.

22. Joint and Several Liability

22.1 If an obligation is to be performed by a party for or with another party, each party will be jointly liable with the other party, and severally liable on that party's own account, to perform the obligation. A release given to the other party will not release the party concerned from any obligation. The granting of time or other indulgence to another party will not release the party concerned from that party's obligation under this Agreement.

23. Severability

23.1 If reading down a provision of this Agreement would prevent the Agreement being invalid or voidable it shall be read down to the extent that it is necessary and capable of being read down.

23.2 Where, despite clause 23.1, a provision of this Agreement is still invalid or voidable then:

- (a) if the provision would not be invalid or voidable if a word or words were omitted, that word or those words are to be deleted; and
- (b) in any other case, the whole provision is to be deleted,

and the remainder of this Agreement will continue to have full force and effect notwithstanding the deletion of the word(s) or whole provision (as applicable).

24. Alteration

24.1 This Agreement may be altered only in writing signed by the duly authorised representative of each party.

25. Warranties

- 25.1 Each party warrants to the other that: it has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated in it;
- (b) the entering into and performance of its obligations under this Agreement have been duly authorized by all necessary action on its part; and
 - (c) it has obtained all consents, permissions and licences necessary to enable it to perform its obligations under this Agreement.
- 25.2 Each party signing this Agreement:
- (a) as attorney, by so doing, warrants to the other parties that, as at the date of signing, the signatory has not received notice or information of the revocation of the power of attorney appointing that person, and
 - (b) as a representative, agent or trustee of a party, warrants to the other Parties that, as at the date of signing, the signatory has full authority to execute this Agreement on behalf of that party.
- 25.3 This Agreement binds each of the parties to the full extent provided in this Agreement even though the signature or execution of this Agreement by any of the parties (other than the party sought to be made liable) is or may become void or voidable.

26. Enforceability

- 26.1 The provisions of this Agreement constitute legally binding relations between those Parties who have executed this Agreement.

27. Pledged In Bar

- 27.1 This Agreement may be pleaded as a Bar to any proceedings taken by any party against the other party or parties in respect of the subject matter of this Agreement, or any aspect of that subject matter.

28. Counterparts

- 28.1 This Agreement may be executed in original form and/or by facsimile transmission in any number of counterparts and all counterparts taken together shall constitute one and the same instrument. Upon any execution of counterpart copies of this Agreement original hard copies of this Agreement must be circulated for full execution and are to be dated the date the last counterpart copy is signed.

29. Remedies Cumulative

- 29.1 The rights and remedies provided under this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

30. Time of the Essence

- 30.1 Time is of the essence in respect of any obligation under this Agreement.

31. Confidentiality

31.1 The parties individually covenant and agree with each other as follows:

- (a) to at all times keep absolutely secret and confidential and not to disclose, directly or indirectly, either during or after the term of this Agreement (whether the Initial Term or the Extension Term), the Confidential Information of either party to any person other than the employees and officers of the Parties who require access to such information for the purposes of this Agreement;
- (b) to at all times keep either party's Confidential Information safe and secure so as, to the extent possible, to prevent unauthorised access or disclosure;
- (c) not to use any Confidential Information disclosed by either party for any other purpose than that for which the disclosure was made;
- (d) not to use the Confidential Information disclosed by a party either directly or indirectly for the personal advantage of the other party or to the detriment of the disclosing party;
- (e) not to disclose any Confidential Information to any person not a party to this Agreement, other than the employees and officers of the parties who require access to such information for the purposes of this Agreement, without the prior written approval of the other party. Approval by a party to disclose that party's Confidential Information to a third party will only be given on the condition that it is only disclosed for the purpose for which it was disclosed to the party and that the third party executes a confidentiality deed on the same terms as this clause 31;
- (f) upon request, to return all documents, papers or things that have been provided by a party to the other party, including, without limitation, all copies, extracts or summaries of the Confidential Information, and any computer data that has been created based upon the Confidential Information. It is further agreed to erase and destroy any copies of computer data containing or comprising Confidential Information belonging to the other party that may be in the possession or control of the other party or that may have been loaded onto any computer;
- (g) to immediately notify the other party of any actual or suspected breach of confidentiality and unauthorised access to, disclosure or retention of the Confidential Information; and
- (h) to ensure that each of either party's officers, employees, agents and consultants observe and adhere to these covenants with respect to the Confidential Information.

31.2 The Confidential Information shall not include information which is required by law to be disclosed or which is generally available in the public domain except where that is as a result of unauthorised disclosure by the other party to any person of the Confidential Information.

31.3 Nothing in this Agreement shall prohibit either party from acting in accordance with the lawful direction or consent given by the other party.

31.4 The provisions of this clause 31 shall survive the termination of this Agreement and will endure for the benefit the party entitled to the protection afforded by the provisions of this Clause 32 thereafter.

- 31.5 At all times, the operation of this clause shall be subject to the operation of the *Sanctuary Cove Resort Act (Qld) 1985* and the *Building Units & Group Titles Act (Qld) 1980* as amended from time to time.

32. Privacy and Data

- 32.1 Any Personal Information (as that term is defined in the *Privacy Act 1988* (Cth) as amended by the *Privacy Amendment (Private Sector) Act 2000* (Cth)), including personal financial information and data (any of which may be related to the other party's members, customers, or their Personnel), that is collected, used or disclosed by a party including authorized agents for the purposes of, or in connection with this Agreement (collectively, **Privacy Data**), must only be collected, used or disclosed by a party in compliance with the requirements of the relevant privacy laws in Australia.
- 32.2 Both parties must:
- (a) use Privacy Data, strictly for the purposes of performing that party's obligations in accordance with this Agreement; and
 - (b) implement appropriate technical and organisational measures to protect Privacy Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access; and
 - (c) take reasonable steps to ensure the reliability of staff who have access to Privacy Data.

33. Survival

- 33.1 Any indemnity or any obligation of confidence under this Agreement is independent and survives termination. Any other term by its nature intended to survive termination of this Agreement survives that termination.

34. Entire Agreement

- 34.1 This Agreement, together with its exhibits and schedules, is the entire agreement of the parties on the subject matter. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of the provisions contained in this Agreement. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Agreement.
- 34.2 The parties acknowledge and agree that they have not relied on any written or oral representation, arrangement, understanding or Agreement not expressly set out or referred to on this Agreement.

Executed as an Agreement

SIGNED BY SANCTUARY COVE SECURITY	)	
SERVICES PTY LTD A.C.N 122 182 692	)	Director
Pursuant to Section 127 of the <i>Corporations</i>	)	
<i>Act 2001 (Cth)</i>	)	Director

SIGNED BY THE PARTY SPECIFIED IN ITEM 1	)	
OF THE SCHEDULE pursuant to Section 127	)	Chairperson
of the Corporations Act 2001 (<i>Cth</i>)	)	
		PBC Executive Committee Member

Schedule 1 Definitions and Interpretation

Definitions

Act means the *Sanctuary Cove Resort Act (Q1d) 1985* (as amended).

Agreement means

- (a) clauses 1 to 34 (inclusive) of this document;
- (b) the schedules to this document; and
- (c) any document incorporated by reference into this document.

Associated Entity has the same meaning as prescribed in section 50AAA of the *Corporations Act 2001* (Cth), as amended from time to time.

Business Day means a day on which trading banks are open for business in the city or other place where the notice or other communication is received or where an act is to be done, excluding a Saturday, Sunday or a public holiday.

Commencement Date means 1 November 2024.

Commercial Zones means Commercial Zones as defined under the Act.

Company means Mulpha Sanctuary Cove (Developments) Pty Limited (ACN: 098 660 318) and any Associated Entity and either of its successors and assigns.

Confidential Information means all information in whatever form provided that:

- (a) it is identified as confidential;
- (b) is proprietary to the Supplier;
- (c) the User ought to have reasonably known that the information was proprietary or confidential to the Supplier;
- (d) it is information relating to:
 - (i) the Supplier's clients or client lists;
 - (ii) the Supplier's sales or purchasing agents or contractors;
 - (iii) the Supplier's strategic and operational plans and programmes including staffing levels, employee remuneration, and day-to-day business practices;
 - (iv) the Supplier's trade contacts, contracts, business methods, systems, policies, processes, costings, pricing methods, finances, financial performance accounting situation or status, revenues, profit margins, tax information, or other business or financial information;
 - (v) the Supplier's know-how, trade secrets, ideas, concepts, business plans, marketing strategies, business performance, likely future activity, technical and operations information; or
 - (vi) any other material of a similar nature or relating to the Supplier's conduct of its business, whether or not acquired, learned, attained, or developed solely by the Supplier or in conjunction with others; and
- (e) it is information that does not include information which may:
 - (i) become public knowledge other than through a breach by the User of the terms of this Agreement;

- (ii) become available to the User from a source other than a party associated with the performance of this Agreement; or
- (iii) be independently developed by the User outside the scope of operation of this Agreement.

Costs means all costs, charges, expenses and overheads incurred by the Supplier (including costs incurred by SCCSL and invoiced to the Supplier) in performing or procuring the performance of the Services including but not limited to, the following direct and indirect costs, charges, expenses and overheads:

- (a) fees and costs for the appointment of agents to perform the Services;
- (b) employee wages and other employee related expenses (including, but without limitation, sick leave, holiday pay, holiday loading, fringe benefits, long services leave, workers' compensation, superannuation, payroll tax, bona fide incentives and bonuses, training costs, staff amenities' costs and the costs associated with the employment of employees)
- (c) consultant's fees and costs for the appointment of consultants to advise on matters concerning the Services;
- (d) where the Supplier (or SCCSL) enters into a loan arrangement (including, but without limitation, a lease, bill of sale or hire purchase agreement) for the acquisition, lease, hire or rental of any assets necessary to perform the Services (including, but without limitation:
 - (i) office equipment, furniture, fittings and fixtures;
 - (ii) motor vehicles, plant, equipment and machinery; and
 - (iii) computer hardware, computer software and other technology
 - the payments or repayments payable under the loan arrangements including, but without limitation, any other amounts or on-costs payable under or as a result of the loan arrangements such as interest, insurance premiums, taxes, stamp duty and other outgoings and charges;
 - where an asset is acquired and subsequently disposed — any bona fide loss on the disposal of the asset;
- (e) the purchase, by cash, of any assets necessary to perform the Services (including, but without limitation:

- (i) office equipment, furniture, fittings and fixtures;
 - (ii) motor vehicles, plant, equipment and machinery; and
 - (iii) computer hardware, computer software and other technology)
- (f) repair and maintenance costs and expenses on any assets acquired (whether by way of cash, lease or loan arrangement) by the Supplier (or SCCSL) to perform the Security Services including, but without limitation:
 - (i) office equipment, furniture, fittings and fixtures;
 - (ii) motor vehicles, plant, equipment and machinery; and
 - (iii) computer hardware and other technology;
- (g) rents, rates, taxes and other outgoings associated with the occupation of premises within the Resort to provide the Services (including, but without limitation, maintenance, repairs and cleaning costs);
- (h) the purchase of technology software (including, but without limitation, computer software) and the costs associated with licensing the technology software and upgrading the technology software;
- (i) the purchase of goods, materials, supplies, first aid supplies and stationery necessary to perform the Services;
- (j) telephone, facsimile, electricity, postage and printing charges;
- (k) Insurance premiums (including, but without limitation Directors and Officers insurance) and storage, delivery, installation and freight costs;
- (l) all taxes and customs duties;
- (m) licence fees and licence renewal fees;
- (n) payroll processing costs; and
- (o) all other costs, charges, expenses and overheads incurred by SCSS (or SCCSL) in performing or procuring the performance of the Services;

Essential Security Services means the essential 24-hour security services specified for each User in Part A of Schedule 3.

Financial Year means each annual period in accordance with the financial year of the PBC and the PTBC.

Initial Term means the duration of this Agreement as defined in clause 2.1.

Other Users means such of the PBC, the PTBC or the registered proprietors or relevant representatives of the Commercial Zones from time to time who are not the User under this Agreement.

PBC means Sanctuary Cove Principal Body Corporate established under the Act.

Personnel means, in relation to a person, that person's officers, employees, agents, nominees, authorized representatives, carriers, delegates and sub-contractors.

PTBC means Sanctuary Cove Primary Thoroughfare Body Corporate established under the Act.

Primary Thoroughfare means Primary Thoroughfare as defined under the Act. **Zones**

Residential Zones means Residential Zone as defined under the Act.

Resort means Sanctuary Cove Resort as prescribed under the Act.

Security Services means the security services specified in Schedule 3 and any such other, alternate or additional services as agreed between the parties from time to time.

SCCSL means Sanctuary Cove Community Services Limited (ACN: 098 660 318) and any Associated Entity and either of its successors and assigns.

User means the party specified in Item 1 of Schedule 2.

User Allocation means the percentage proportion of costs of the Security Services that must be borne by the User based upon the Users portion of use of the Security Services, which as at the date of this Agreement is as specified in Item 4 of Schedule 2. For clarity services may include User services available but not utilised in the provision of Essential Security Services.

Zone means the Zone as specified in Item 2 of Schedule 2.

Interpretation

In this Agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this Agreement and do not form part of the clause;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) words used in this Agreement and defined in the dictionary will have the meaning set out in the dictionary. Other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this Agreement and a reference to this Agreement includes any schedules and annexures attached to this Agreement;
- (e) a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (f) a reference to "\$", "\$A", "dollar" or "A\$" is a reference to Australian currency;
- (g) a reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;
- (h) a reference to a right includes a benefit, remedy, authority, discretion and power;
- (i) a reference to a party includes its executors, administrators, successors and permitted assigns and if more than one, includes those persons jointly and each of them severally, their respective executors administrators and assigns;
- (j) words importing the whole of the matter or thing include a part of the matter or thing;
- (k) words and expressions importing natural persons include partnerships, bodies corporate, associations (whether incorporated or not), firms, joint ventures, trusts, authorities, governments and governmental, semi-governmental and local authorities and agencies;
- (l) a reference to a 'subsidiary' of a body corporate is to a subsidiary of that body corporate in accordance with Pt 1.2 Div 6 of the *Corporations Act 2001* (Cth);
- (m) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable, and includes a reference to an enactment, amendment or consolidated statute and any enactment substituted for the enactment and all legislation and statutory instruments issued under, such legislation or provision;

- (n) words and expressions defined in the *Corporations Act 2001* (Cth) as at the date of this Agreement have the meanings given to them in the *Corporations Act 2001* (Cth) at that date; and
- (o) any provision in this Agreement stating that a party "must" do something or "must" not do something should be read and construed as an agreement by that party to do or not to do the matter or thing referred to;
- (p) Each clause in this Agreement is not, except where expressly provided, limited in meaning or effect by any other clause in this Agreement.
- (q) a reference to writing includes typewriting, printing, lithography, photography and any other method of representing or reproducing words, figures or symbols in a permanent and visible form.
- (r) Any agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty entered into by a party for or with another person binds them jointly and severally and an agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty in favour of a party for or with another person is for the benefit of them jointly and severally. A release given to the other person shall not release the party from any other obligation. The granting of time or another indulgence to another person will not release the party of its obligations under this Agreement.
- (s) If the day on which:
 - (i) anything, other than a payment, is to be done is not a Business Day, that thing shall be done on the preceding Business Day; and
 - (ii) a payment is to be made is not a Business Day it shall be made on the next Business Day but if the next Business Day falls in the next calendar month it shall be made on the preceding Business Day;
 - (iii) If an act, other than a payment or the giving of a communication, is required to be done on a particular day and the act is done after 5:00pm on that day, it will be deemed to have been done on the following day.

Schedule 2 Particulars

1. User

Name: Sanctuary Cove Principal Body Corporate

Address: Masthead Way, Sanctuary Cove in the State of Queensland

Facsimile: (07) 5500 3344

2. Zone

Residential Zone

3. Term

The period from 1 November 2024 to 31 October 2027.

4. User Allocation

93.66 %

Schedule 3 Security Services

The following schedule specifies the minimum standard for Security Services within Sanctuary Cove.

Task	Security Services Clients	PBC
1	Emergency Medical Response – All areas • Provide prompt response and medical assistance • Emergency escort for urgent medicals	*
2	Patrols – All areas • 24hr Mobile and Marine patrolling subject to Incident Response • Building/gate checks and patrols of relevant stakeholder areas	*
3	Incidents and Alarms – All areas • Provide prompt response and emergency assistance • Incident management – record and report, liaise emergency services	*
4	Camera Surveillance • Monitor and maintain CCTV network • Monitor stakeholder CCTV network	*
5	Alarm Monitoring • Monitor and maintain alarm FTTH network • Commission and test new alarm panels	*
6	Access Control • Provide and maintain network for auto and manual gate access – res card, LPR and Bluetooth • Issue and maintain Resident/Commercial key registers • Provide access for relevant stakeholders	*
7	Liaise Internal and External Stakeholders - All areas • Hope Island Resort Security (external)	*
8	RZABL and Development Control • Traffic and Parking, Building Authority Number permit • Speed management and other activity By-Laws	*
9	Water Craft Check • Daily vessel check of resident jetties	*
10	Valet Services • Valet service charge for access/rearm of home/building	*
11	Workplace Health and Safety – All areas • Report defect and safety issue to Asset Finda or asset owner	*
12	Animal and Pest Management • Manage injured and found animals	*

Proxy form for Body Corporate meetings

Building Units and Group Titles Act 1980

Section 1 – Body corporate secretary details

Name: The Secretary

Address of scheme: C/- Sanctuary Cove Primary B/C, 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 PRIMARY

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:**