



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

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

**Notice of business to be dealt with at the
EXTRAORDINARY GENERAL MEETING of the Sanctuary
Cove Principal Body Corporate 202, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way,
Sanctuary Cove, QLD, 4212 on
28 Nov 2024 at 10:00 AM**

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

INDEX OF DOCUMENTS

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

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

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

Sanctuary Cove Body Corporate Services Pty Ltd, for the Secretary

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

**Notice of business to be dealt with at the
EXTRAORDINARY GENERAL MEETING of the Sanctuary
Cove Principal Body Corporate GTP 202, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way,
Sanctuary Cove, QLD, 4212 on
28 Nov 2024 at 10:00 AM**

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

AGENDA

1. Attendance record including admittance of proxies and voting papers
2. Quorum
3. Financial status of RBC's
4. Recording of the meeting
5. Motions
 - 1 Approval of previous PBC EGM minutes held on 31 October 2024
 - 2 Approval of PBC Security Services User Agreement
 - 3 Body Corporate Executive Committee S41 (14) SCRA
 - 4 Approval to award interim FTTH Network Management Agreement contract to Opticomm
 - 5 SRB revetment wall and gabion report
 - 6 Emergency Disasters and Outages Guide for Sanctuary Cove Residents
 - 7 Approval to pay outstanding Grace invoice: QCAC application for 4638
 8. Dispute Resolution - Extension of negotiation period on removal of Stephen Anderson from the Board of SCCSL

6. Correspondence for Information

For noting of the PBC and the PBC EC

No	Date	From	To	Regarding
1.	25 October 2024	IM Insurance Mentor	PBC	Schedule of Insurance
2.	25 October 2024	IM Insurance Mentor	PBC	Schedule of Insurance
3.	13 November 2024	Chairperson for Plumeria	PBC	Governance Matters
4.	15 November 2024	PBC Treasurer	PBC MN	Finance Summary
5.	15 November 2024	PBC EC	Colvillia Committee	Christmas Event

6.	15 November 2024	PBC EC	Schotia Island Committee	Christmas Event
7.	15 November 2024	PBC EC	MN for Tristania	Christmas Event
8.	21 November 2024	PBC Chair	MN for Mulpha	Communication regarding resort being untidy on Mulpha land

7. Correspondence for Action

For noting of the PBC and the PBC EC

No	Date	From	To	Regarding
1.	20 November 2024	Schotia Island Chairperson	PBC	Dog Christmas Park

8. Business Arising

8.1 Asset Improvement Programme Update

8.2 Village update from MSCD

8.3 PBC Motions – January 2025

8.4 Next meeting to be held 9th December 2024

9. Closure of Meeting

GENERAL INSTRUCTIONS EXTRAORDINARY GENERAL MEETING NOTICE

INTERPRETATIONS

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

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

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

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

SPECIAL RESOLUTION

'Special Resolution' means a resolution, which is:

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

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

APPOINTMENT OF PROXY

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

EXPLANATORY SCHEDULE TO VOTING PAPER SANCTUARY COVE PRINCIPAL CTS 202

Motion 4 - Approval to award interim FTTH Network Management Agreement contract to Opticomm (Agenda Item 5.4)

Since 2019, Opticomm has been managing the FTTH network, however, the current agreement will reach its maximum six-year term limit on 1 April 2025. Opticomm have submitted a proposal outlining three options for the upgrade and management of the network system. Key equipment within the network is outdated, nearing the end of its life and replacements are becoming scarce.

A period of time is required to review and understand the –

1. services the current network system provides
2. current system and its inadequacies
3. options proposed by Opticomm
4. possible alternatives
5. preferred ownership options of the network system into the future.
6. upgrade costs and associated options

The proposed period of the interim agreement contract with Opticomm provides the time required for this review and for the PBC to decide on the best way forward.

The key components requiring replacement are the:

private automatic branch exchange (PABX): The existing equipment is analogue based and resides inefficiently within a digital environment. This equipment is obsolete and has limited technical or systems support.

home interface OSA -Calix equipment: This equipment resides at each home and forms the interface with the network system. This equipment has become obsolete. The PBC has acquired the last available stock to accommodate the requirements during the period of the interim agreement contract. It's understood that Opticomm are the last service provider to support this Calix equipment.

Scope of works

The scope of services, support structure, and service level agreements will remain unchanged from the original contract. There will be no changes in the terms of the contract, ensuring continuity in service quality.

Pricing

The renewal will maintain the existing pricing structure, with no increase in costs for the new contract period. There will be no changes to the current contract terms. All aspects of the service, including the support structure and service level agreements, will remain consistent with the original contract.

Attachments

- FTTH Network Management Agreement - Document A - D

Motion 6 - Emergency Disasters and Outages Guide for Sanctuary Cove Residents (Agenda Item 5.6)

Following the extreme weather event last Christmas, a meeting of PBC MNs and others was convened to discuss the event and what could be done to be better informed and prepared in the future. This guide is the outcome of this meeting. The guide has been a collaborative effort with a special mention to Peter Cohen, Wayne Bastion and Facilities Manager Shanyyn Fox for their efforts.

Motion 8 - Dispute Resolution - Extension of negotiation period on removal of Stephen Anderson from the Board of SCCSL (Agenda Item 5.8)

MOTION INFORMATION

The negotiation phase of the dispute resolution process is scheduled to complete at the end of December 2024.

The PBC Directors recommend the PBC inform the Board of an extension of the negotiation period to the end of January 2025 for the following reasons –

1. Since the commencement of the CEO's extended leave and his subsequent resignation, the Directors have been burdened with additional responsibilities which has resulted in limited opportunity to negotiate a resolution of the dispute.
2. To assess any further issues that may influence or support the PBC's position.
3. To obtain legal advice to fully understand the required steps in the arbitration process, the likely outcome, timelines and estimate of legal costs.
4. To consider the cost benefit of arbitration versus other possible alternatives to prevent a re-occurrence of similar actions that adversely impact the rights and wellbeing of the PBC.

VOTING PAPER

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

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

Date and time of meeting: Thursday 28 November 2024 at 10:00 AM

Instructions

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

After signing the completed voting paper, forward it promptly to the Secretary at the address shown at the end of the agenda. You may also vote online using the secure link emailed to your email address.

MOTIONS

1 Approval of Previous General Meeting Minutes - 31 October 2024 Ordinary Resolution (Agenda Item 5.1)

Statutory Motion Submitted by Chairperson

THAT the Minutes of the PBC Extraordinary General Meeting held on 31st October 2024 be accepted as a true and correct record of the proceedings of the meeting.

Yes

No

Abstain

2 Approval of PBC Security Services User Agreement (Agenda Item 5.2) Ordinary Resolution

Submitted by Chairperson

THAT the Principal Body Corporate (PBC) approves the renewal of the PBC Security Services User Agreement, which expired on October 31, 2024.

Yes

No

Abstain

3 Body Corporate Executive Committee S41 (14) SCRA (Agenda Item 5.3) Ordinary Resolution

Submitted by Chairperson

THAT in accordance with section 41(4) Sanctuary Cove Resort Act 1985 (Qld), the PBC Executive Committee is to consist of at least 5 and not more than 7 voting members.

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

4 Approval to award interim FTTH Network Management Agreement contract to Opticomm (Agenda Item 5.4) Ordinary Resolution

Submitted by Chairperson

THAT the PBC award the interim FTTH Network Management Agreement contract to Opticomm at a cost of \$348,700 incl. GST, per annum for the period commencing 01 April 2025 to 31 March 2026, with the option to extend for one additional year by the PBC. All existing pricing and conditions to be the same as the current agreement; and

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

FURTHER THAT the number of quotes be reduced from three (3) to one (1) due to other providers being unable to support the existing equipment integrated within the network and the need for a short-term interim contract pending the decision on the required upgrades and a form of contract in the long term.

NOTE: Please refer to the Explanatory Schedule.

5 SRB revetment wall and gabion report (Agenda Item 5.5) Ordinary Resolution

Submitted by Chairperson

THAT the PBC EC acknowledges the SRB revetment and gabion rock report and grants Management authorisation to inform individual lot owners/RBC's and take the necessary actions or repairs as recommended.

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

6 Emergency Disasters and Outages Guide for Sanctuary Cove Residents (Agenda Item 5.6) Ordinary Resolution

Submitted by Chairperson

THAT the Emergency Disasters and Outages Guide for Sanctuary Cove Residents, First Edition dated 18th November 2024 be adopted by the PBC and copies emailed to home owners and posted on the PBC www.oursanctuarycove.com.au

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

NOTE: Please refer to the Explanatory Schedule.

7 Approval to pay outstanding Grace invoice: QCAC application for 4638 (Agenda Item 5.7) Ordinary Resolution

Submitted by Chairperson

THAT approval is given to pay the additional amount on the invoice from Grace Lawyers of \$3,351.37 (inc GST) for the preparation of QCAC application against 4638.

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

8 Dispute Resolution - Extension of negotiation period on removal of Stephen Anderson from the Board of SCCSL (Agenda Item 5.8) Ordinary Resolution

Submitted by Chairperson

THAT the PBC, as a shareholder of SCCSL, instructs its shareholder nominee, Stuart Shakespeare, to inform the board that the negotiation period of the Dispute Resolution Process is extended to the 31st of January 2025.

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

NOTE: Please refer to the Explanatory Schedule.

GTP: 202 Lot Number: _____ Unit Number: _____

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

Name of voter: _____

Signature of voter: _____

Date: _____

ATTACHMENTS

- 1. MOTION INFORMATION**
- 2. 5.1 Minutes of previous General Meeting**
- 3. 5.2 Security Services User Agreement - PBC 2024 v2**
- 4. 5.4 - PBC motion (Draft) FTTH Network Management agreement - SS amendments**
- 5. 5.4 FTTH Network Management Agreement**
- 6. 5.5 PBC Revetment Wall Report 2024 - Final**
- 7. Motion 5.5 Annex A Report_SC_RVW Condition_Summary_2024_A Final**
- 8. 5.6 Emergencies Disasters Outages Guide_First Edition - 18112024**
- 9. CORRO FOR INFORMATION**
- 10. CFI 1. PTBC GTP 201 - Liability Pre Renewal Summary Document**
- 11. CFI 2. PBC PTBC Pre Renewal Summary Document**
- 12. CFI 3. Governance Matters 13 November 24**
- 13. CFI 4. PBC AF FCAST 1124**
- 14. CFI 5. Colvillia Christmas Letter - PBC**
- 15. CFI 6. Schotia Island Christmas Letter - PBC**
- 16. CFI 7. MW Schotia Island Christmas Letter - PBC**
- 17. CFI 8. PBC Letter to SA**
- 18. CORRO FOR ACTION**
- 19. CFA 1. Dog Christmas Party - Paul Toose Park on 10 December**
- 20. Information About Proxies**
- 21. Proxy form for Body Corporate Meetings**

**MOTION
INFORMATION**



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

Location of meeting: Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way, Sanctuary Cove, QLD, 4212
Date and time of meeting: Thursday 31 October 2024 at 10:00 AM
Meeting time: 10:01am – 11:57am
Chairperson: Mr Stuart Shakespeare

ATTENDANCE

The following members were Present in Person at the meeting:

Lot 1701	Bauhinia GTP 1701	Mr Richard Sherman (RS)
Lot 1702	Cassia GTP 1702	Mr Peter Cohen (PC)
Lot 1712	Livingstonia GTP 1712	Mr Brian Earp (BE)
Lot 1769	Roystonia GTP 1769	Mrs Simone Hoyle (SH)
Lot 1790	Araucaria GTP 1790	Mrs Caroline Tolmie (CT)
Lot 2207	Plumeria GTP 2207	Mr Nicholas Eisenhut (NE)
Lot 2504	Colvillia GTP 2504	Mr Robert Nolan (RN)
Lot 107045	Harpullia GTP 107045	Mr Paul Kernaghan (PK)
Lot 107106	Schotia Island GTP 107106	Mr Wayne Bastion (WB)
Lot 107128	Felicia GTP 107128	Mr Stuart Shakespeare (SS)
Lot 107209	Alpinia GTP 107209	Mrs Dianne Taylor (DT)
Lot 107217	Tristania GTP 107217	Mr Mark Winfield (MW)
Lot 107360	Adelia GTP 107360	Mr Gary Simmons (GS)
Lot 107434	Zieria GTP 107434	Mr Hugh Martin (HM)
Lot 107399	Caladenia GTP 107399	Mr Tony McGinty (TM)
Lot 107406	Corymbia GTP 107406	Mrs Shawlene Nefdt (SN)
Lot 107442	Molinia GTP 107442	Mrs Cheryl McBride (CM)

The following members present by Voting Paper and In Person:

Lot 107360	Adelia GTP 107360	(pre-voted)
Lot 107442	Molinia GTP 107442	(pre-voted)

The following members present by Voting Paper:

Lot 21	Mulpha Sanctuary Cove (Developments) Pty Limited	Electronic vote
Lot 81	Mulpha Sanctuary Cove (Developments) Pty Ltd	Electronic vote
Lot 83	Mulpha Sanctuary Cove (Developments) Pty Limited	Electronic vote
Lot 1703	Washingtonia GTP 1703	Electronic vote
Lot 107509	Alphitonia GTP 107509	Electronic vote
Lot 107053	Acacia GTP 107053	Electronic vote
Lot 107278	Banksia Lakes GTP 107278	Electronic vote
Lot 107353	Woodsia GTP 107353	Electronic vote
Lot 107488	Darwinia GTP 107488	Electronic vote

The following members were present by Proxy:

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

Present by Invitation:

Mr Mike Telea – Security Operations Manager (MT)
Mrs Jodie Syrett – Manager of Body Corporate (Minute Taker) (JS)
Mr Mathew Williams – Member of Banksia Lakes RBC (MW)

Apologies:

Mr Michael Longes (ML) – Acacia
Mr Stephen Anderson (SA) – Mulpha Lots 21 & 81 and Alphitonia
Mr Andrew Brown (AB) – Banksia Lakes
Mrs Jane Burke (JB) – Darwinia
Mr Nabil Issa (NI) – Fuschia
Mr David Francis (DF) – Washingtonia
Mr Peter Hay (PH) – Woodsia
Mr Mick McDonald (MM) – Mulpha Lot 83

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

A Quorum was present
Nil Conflict of Interest
The Meeting was recorded.

Motions

1	Approval of Previous General Meeting Minutes held on 26th September 2024 (Agenda Item 5.1)	Ordinary Resolution
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Statutory Motion Submitted by Chairperson

Motion CARRIED.

RESOLVED that the Minutes of the PBC Extraordinary General Meeting held on 26th September 2024 be accepted as a true and correct record of the proceedings of the meeting.

Yes	20
No	0
Abstain	6

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia			X	Fuschia			
Adelia	X			Harpullia	X		
Alphitonia	X			Justicia			
Alpinia	X			Livingstonia	X		
Alyxia				Molinia	X		
Araucaria	X			Plumeria			X
Ardisia				Roystonia	X		
Banksia Lakes			X	Schotia Island	X		
Bauhinia			X	Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia			X
Colvillia	X			Zieria	X		
Corymbia	X			MSCD Lot 21 (SA)	X		
Darwinia	X			MSCD Lot 81 (SA)	X		
Felicia	X			MSCD Lot 83 (MM)			X

2 The removal of the existing village gates (Agenda Item 5.2)

**Ordinary Resolution
POLL VOTE**

Submitted by Chairperson

Motion CARRIED.

RESOLVED that the existing PTBC Village Gates within the Secondary Thoroughfare be removed once the new gates are completed and the associated area around the gates be made good as part of, and consistent with, the current works for the new gates which are being paid for by Mulpha.

Yes	1563
No	92
Abstain	0

NOTE: MN Bauhinia (RS) called for a Poll Vote. He suggested MSCD representatives should not be voting due to conflict of interest.

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia - (28)	X			Fuschia - (19)			
Adelia - (41)	X			Harpullia - (76)	X		
Alphitonia - (39)	X			Justicia - (48)			
Alpinia - (75)	X			Livingstonia - (96)	X		
Alyxia - (46)				Molinia - (30)	X		
Araucaria - (98)	X			Plumeria - (88)	X		
Ardisia - (55)				Roystonia - (65)	X		
Banksia Lakes - (50)	X			Schotia Island - (113)	X		
Bauhinia - (92)		X		Tristania - (78)	X		
Caladenia - (31)	X			Washingtonia - (115)	X		
Cassia - (116)	X			Woodsia - (27)	X		
Colvillia - (104)	X			Zieria - (26)	X		
Corymbia - (37)	X			MSCD Lot 21 (SA) - (30)	X		
Darwinia - (22)	X			MSCD Lot 81 (SA) - (110)	X		
Felicia - (48)	X			MSCD Lot 83 (MM) - (20)	X		

3 Conversion of the Vardon Lane and the Village Gate Primary Thoroughfares to Secondary Thoroughfare (Agenda Item 5.3)

Ordinary Resolution

Submitted by Chairperson

Motion CARRIED.

RESOLVED that the PBC requests its PTBC presentative to consult with the PTBC on the possibility of converting the Vardon Lane and the Village Gate Primary Thoroughfares to Secondary Thoroughfare and report the outcome to the PBC together with the required procedure and cost if the conversion is to proceed.

Yes	25
No	0
Abstain	1

NOTE: Mathew (MW) present as an observer from Banksia Lakes precinct, mentioned the committee supports the PBC's decision to convert Vardon Lane from Primary to Secondary Thoroughfare.

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia			X	Fuschia			
Adelia	X			Harpullia	X		
Alphitonia	X			Justicia			
Alpinia	X			Livingstonia	X		
Alyxia				Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia	X			Zieria	X		
Corymbia	X			MSCD Lot 21 (SA)	X		
Darwinia	X			MSCD Lot 81 (SA)	X		
Felicia	X			MSCD Lot 83 (MM)	X		

Submitted by Chairperson

Motion CARRIED.

RESOLVED that the PBC authorises the commencement of an application to the referee under section 72 of the *Building Units and Group Titles Act 1980* (Qld) against the following lots for their failure to comply with the RZABL's 3.1 Repair and Maintenance:

- Lot 61 Felicia - 2214 Arnold Palmer Drive
- Lot 3 Harpullia - 8011 Key Waters
- Lot 12 Araucaria - 6257 Broken Hills Drive
- Lot 97 Tristania - 1080 Edgecliff Drive
- Lot 76 Tristania - 1061 Edgecliff Drive
- Lot 24 Harpullia - 8032 Key Waters
- Lot 61 Tristania - 1046 Edgecliff Drive

Yes	26
No	0
Abstain	0

NOTE: The Chair suggested each RBC approach the residents and try to resolve non-compliance before an application is submitted.

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia			
Adelia	X			Harpullia	X		
Alphitonia	X			Justicia			
Alpinia	X			Livingstonia	X		
Alyxia				Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia	X			Zieria	X		
Corymbia	X			MSCD Lot 21 (SA)	X		
Darwinia	X			MSCD Lot 81 (SA)	X		
Felicia	X			MSCD Lot 83 (MM)	X		

Submitted by Chairperson

Motion DEFEATED.

RESOLVED that the PBC approves the forthcoming election of EC positions be conducted as an open ballot in accordance with the SCRA Schedule 3 (three), Sections 2 (two) and 6 (Six).

Yes	12
No	13
Abstain	1

NOTE: The Chair clarified the procedural formality, outlined in the SCRA, which stipulates that ballots are conducted as secret by default unless there is a prior vote to conduct an open ballot.

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia			
Adelia	X			Harpullia			X
Alphitonia		X		Justicia			
Alpinia	X			Livingstonia		X	
Alyxia				Molinia	X		
Araucaria		X		Plumeria	X		
Ardisia				Roystonia		X	
Banksia Lakes	X			Schotia Island		X	
Bauhinia		X		Tristania	X		
Caladenia		X		Washingtonia	X		
Cassia		X		Woodsia	X		
Colvillia	X			Zieria		X	
Corymbia		X		MSCD Lot 21 (SA)		X	
Darwinia	X			MSCD Lot 81 (SA)		X	
Felicia		X		MSCD Lot 83 (MM)	X		

6	Transfer of incorrectly deposited funds from PBC Water account to the RBC levy account (Agenda Item 5.6)	Ordinary Resolution
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Submitted by Chairperson

Motion CARRIED.

RESOLVED that the Committee approves the transfer of incorrectly deposited funds from the PBC Water account to the resident’s Body Corporate levy account upon the resident’s request. This process will eliminate the need for residents to incur a \$10 fee charged by StrataCash to refund monies to the resident’s bank account on each occasion.

Yes	26
No	0
Abstain	0

Conditions:

1. Residents must complete and submit a formal **“Request for Transfer of Funds Paid Form”** to initiate the process.
2. Only funds verified as incorrectly deposited into the Water account will be eligible for transfer.
3. The transfer will be applied to the resident’s Body Corporate levy account as soon as practicable upon receipt of the completed form.

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia			
Adelia	X			Harpullia	X		
Alphitonia	X			Justicia			
Alpinia	X			Livingstonia	X		
Alyxia				Molinia	X		
Araucaria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia	X			Zieria	X		
Corymbia	X			MSCD Lot 21 (SA)	X		
Darwinia	X			MSCD Lot 81 (SA)	X		
Felicia	X			MSCD Lot 83 (MM)	X		

6. Correspondence for Information

- Noted

7. Correspondence for Action

- Nothing to report

8. Business Arising

8.1 Q & A with Security Manager Mike Telea (MT) on tailgating and security within the Village:

- The Chair provided a background on MT's role within SCCSL.

Tailgating:

1. Chair - What is in place to prevent tailgating?

MT - The security system employs analytics settings within the CCTV cameras to establish a monitored zone in front of the boom gate. If two vehicles enter this designated area simultaneously, an alert is triggered. Upon activation of an alert, there are two potential outcomes: it is either dismissed as a false alarm or a vehicle is dispatched to locate the car that tailgated. A trial camera has been installed to help minimise the number of false alerts.

2. Chair - What are approximate tailgate numbers per day?

MT - Each day, the number of incidents ranges from as few as five (5) to as many as fifteen (15). Most offenders are Golf Club members and visitors, with occasional instances involving residents. Initially, the number of false alerts was as high as 200, with adjustments, this figure has been reduced to twenty (20).

3. Chair – How many have been linked to criminal activity?

MT - This year, tailgating has resulted in two (2) vehicle thefts. In 2023, there were three (3).

4. Bauhinia MN – Why was the security guard removed who monitored the gates?

MT - The gates were transitioned from manual operation to fully automated systems to enhance the efficient utilisation of Security Officers.

5. Adelia MN – Has Licence Plate Recognition (LPR) been deactivated on exiting the gates and can you lock the gates if needed?

MT - The exit gates operate without restriction, allowing free passage; Between 12 a.m. and 5 a.m., a restriction is enforced, requiring individuals to contact security to exit. While there is an option to lock down the gates, if necessary. Security personnel typically attempt to locate the vehicle using CCTV to avoid blockages at the exits.

6. Cassia MN – The security in the village and other facilities were withdrawn and reinstated. Who are the parties in these contracts?

- The Chair advised that the Country Club, Village and Hotel hold contracts with Mulpha and the SCGCC Holdings Ltd.
- The Chair noted that all Security contracts signed in 2021 are due for renewal.

7. Aracauria MN – How often do residents tailgate?

MT - While exact figures are not available, most incidents involve Golf Club members, followed by visitors, and then residents. The MN proposed implementing a penalty system for residents who are repeat offenders.

8. Roystonia MN –The North Gate has no tailgating technology, how is that managed?

MT - Plans are underway to install a camera at the North Gate to detect tailgating using GO fencing technology. Currently, a camera is being trialled at the main gate, and if this proves successful, additional cameras will be deployed. The goal is to implement these installations within the next few months.

9. Secretary – What constitutes tailgating? At the Main gate, if someone has entered, the gate is still up, and I go through, is that recognised as tailgating?

MT - Tailgating refers specifically to a vehicle entering closely behind another, without waiting for the boom to lower

10. Tristania MN – If budget wasn't a factor, would it be more beneficial to have the gates manned?

MT - Yes.

11. Tristania MN – The LPR delay is unnecessary with current technology implementation. Why do drivers wait 8-9 seconds?

MT - The LPR system first scans the plate and then cross-references the database to identify the vehicle.

- The MN stated his process should be instantaneous.
- MT will review the settings to see if the delay can be minimised.
- Ziera MN suggested exploring other tech providers.

12. Bauhinia MN – Suggested an electric eye to signal when the car has cleared the gate.

Security in Village:

1. Cassia MN – What are the statistics/trends on incidents in the Village necessitating police or ambulance assistance

MT - There is a 24-hour response service for fire alarms, emergencies, or any other callouts, coming from the management office or tenants. Security services are also provided by an external company, which patrols the village on Friday and Saturday nights from 6 p.m. to 12 a.m. This year, Security has responded to eighty-two (82) callouts to the village, including sixteen (16) medical incidents. The majority were related to alarm activations, with a total of eleven (11) callouts concerning assaults.

2. Roystonia MN – Is this overall masterplan based on a third-party risk assessment, or is it based on budget availability?

MT – I am unable to comment

3. Ziera MN – The Coomera Police station used to supply Security with a crime report for the area. Is this still being received?

MT - Security has not received this information recently; however, we frequently receive updates from the police station at Santa Barbara.

4. Alpinia MN – Noise complaints with boats, - is Security responsible for those call outs?

MT - The marina area is the responsibility of our Security.

5. Alpinia MN – Residents used to receive a weekly security newsletter, has it ceased?

MT - This will recommence.

6. Molinia MN– Provided a vote of appreciation to MT as representative of the security service. Is there something that can be done that will provide greater security to the community?

MT - In my opinion, reviewing staffing levels and additional cameras.

7. Treasurer – Mulpha should be approaching the venue where the majority of incidents have occurred advising a need to provide their own Security.

8.2 Village update from MSCD:

- Cassia MN stated there is widespread concern about the appearance of the old Aveo site. The area appears to have three (3) storeys of broken concrete and is overgrown. It was suggested that the PBC formally express serious concern to Mulpha.
- The Chair acknowledged that there are several areas around SC that require improvement and maintenance. He confirmed that he will formally present these issues to the PTBC for further action.
- The blue pipes continue to be an eyesore, and personnel are working on a solution to conceal them.

8.3 Further expenditure for advice on HydroVision:

- The Chair explained that there is a contractual issue with HyroVision currently being handled by lawyers.
- Adelia MN enquired whether desalination was discussed in the initial stages regarding the A class water.
- He highlighted the potential benefit of desalination, suggesting that it could help reduce costs, with the Golf Club also contributing.
- The Chair acknowledged this should be a future consideration.

8.4 PBC Motions – November 2024:

- Security Contracts PBC/PTBC

8.5 Next meeting to be held on Thursday 28th November 2024

9. General Business:

9.1 MN not attending EGMs:

- Some MNs have not been regularly attending PBC EGMs. There are provisions in SCRA regarding PBC EC members missing three consecutive meetings. Provisions also exist under BUGTA 43 Vacation of office of member of committee.
- The Molinia MN explained that a few MNs do not reside in Queensland and vote remotely. She noted the challenge in attracting residents to volunteer as MNs, suggesting that remote representation is preferable to no representation at all.
- Stuart proposed implementing a policy, passed by ordinary resolution, regarding MN attendance at the PBC EGMs.
- The Tristania MN acknowledged the role can be difficult due to apathy. He noted if the criteria for MNs' roles were increased, it could lead to fewer volunteers willing to undertake the position.
- The Secretary referenced SCRA, which states that voting papers count toward a quorum, suggesting that any agreement to bypass this could be seen as circumventing the Act.
- The Ziera MN expressed concern over two issues: the departure of the CEO and the upcoming renewal of the administration agreement.

9.2 Financial update:

- Scotia Is MN expressed concerns regarding the current financial standing and potential deficits.
- The Treasurer explained the number of deficits in the forecast, noting an overrun this year due to increased staff pay. A projected overrun in 2025 related to Security costs arising from the enterprise bargaining agreement will contribute to further costs. He agreed to compose a summary report with an updated forecast to clarify the situation.

9.3 Resident Skip bin:

- To be investigated for reinstatement.

9.4 Governance Update:

- Roystonia MN highlighted two recent developments. An executive committee meeting was held with the auditors, invitees, Stephen Anderson and Greg Herring. A written update will be provided detailing the key issues discussed.
- Additionally, a draft of the first blueprint has been received from the governance auditors. The next step will involve distributing the blueprint to several MNs for input and feedback, marking the second round of engagement. The auditors would also like to conduct one-on-one interviews with these individuals to make necessary adjustments, with the goal of presenting the updated blueprint at the December PBC meeting.

9.5 Secretary reminded MN of nominations closing for the EC positions at 4pm, today:

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

MEETING CLOSED at 11:57AM

Chairperson: Mr Stuart Shakespeare

X.....

Jodie Syrett

From: shoyle@bigpond.net.au
Sent: Thursday, 7 November 2024 12:44 PM
To: Jodie Syrett
Cc: Derek Glinka
Subject: For the Oct PBC Minutes
Attachments: SCPBC roundtable session slides_draft.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: PBC

Governance Review Update:

Attending the October roundtable discussion session was PBC Executive Committee with invited participants Greg Herring and Steven Anderson. Governance auditors from Directors Australia, CEO - Kerry Newton and Governance Auditor/Advisor - Katie Simpson, facilitated the discussion.

Objectives of the PBC Executive roundtable discussion:

- Discuss governance phases 1 & 2, the desktop review, and the feedback from interviews of PBC members' nominees, subcommittee chairs & Mulpha.
- Provide input on the systems, organisation, processes, relationships, and structure of the PBC.

A summary of the five key discussion points from the Sanctuary Cove PBC governance review roundtable:

1. **"Best Fit" Governance Structure and Role Clarity:** Emphasis on clarifying roles, responsibilities, and authorities among the PBC, PBC EC, and sub-committees. Development of a clear Terms of Reference (ToR) for each entity is recommended to establish effective governance.
2. **Decision-Making and Processes:** Improvement of decision-making clarity through a consolidated 'source of truth' for authorities across PBC and sub-committees. Suggested creation of an updated Code of Conduct and conflict management policy, along with a structured annual work plan for forums, authority's matrix, critical processes ie budget and major contracts review
3. **Composition and Development:** Recognising the importance of skilled and experienced members in PBC, EC, and sub-committees. Recommendations include a skills matrix, structured nomination processes for leadership roles, regular governance sessions, and formalised induction programs for new members.
4. **Monitoring Risk and Compliance:** The need for clear responsibility and oversight of risk and compliance activities, potentially involving legal advice on the PBC's role in these areas. The roundtable advised establishing a comprehensive risk management framework, supported by SCCSL or another provider.
5. **Stakeholder Engagement and Communication:** Highlighting transparency in decisions across all forums and potential use of other communication tools (ie App) for resident engagement. It was proposed that each forum meeting or update concludes with a communique summarising key discussion points for relevant stakeholders. Consider an owner's manual for new residents. Communications resource allocated.

Next steps:

- **Initial Governance Blueprint** - Develop draft Governance Blueprint – End of Oct 2024 – Completed
- **Phase Two Stakeholder Consultation** – Identified participants from PBC/Sub Committees/SCBCS and Mulpha to review and provide input into the draft governance blueprint document – In progress Nov 2024
- **Blueprint Updated** - based on the input and outcomes from phase two stakeholder consultation sessions – End Nov 2024
- **Governance Blueprint presented in December PBC meeting by DA** –Governance review audit findings & recommendations, PBC Q&A session with DA– Dec 2024

**Real Governance
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Sanctuary Cove PBC governance review roundtable

Kerryn Newton – CEO

Katie Simpson – General Manager, Advisory

17 October 2024



Welcome

- ▶ Review context and scope
- ▶ Roundtable outline
 - Governance structure, roles and relationships
 - PBC processes and decision marking
 - PBC composition, dynamics, performance and development
 - Monitoring performance, risk and compliance
 - Stakeholder engagement
- ▶ Blueprint and next steps

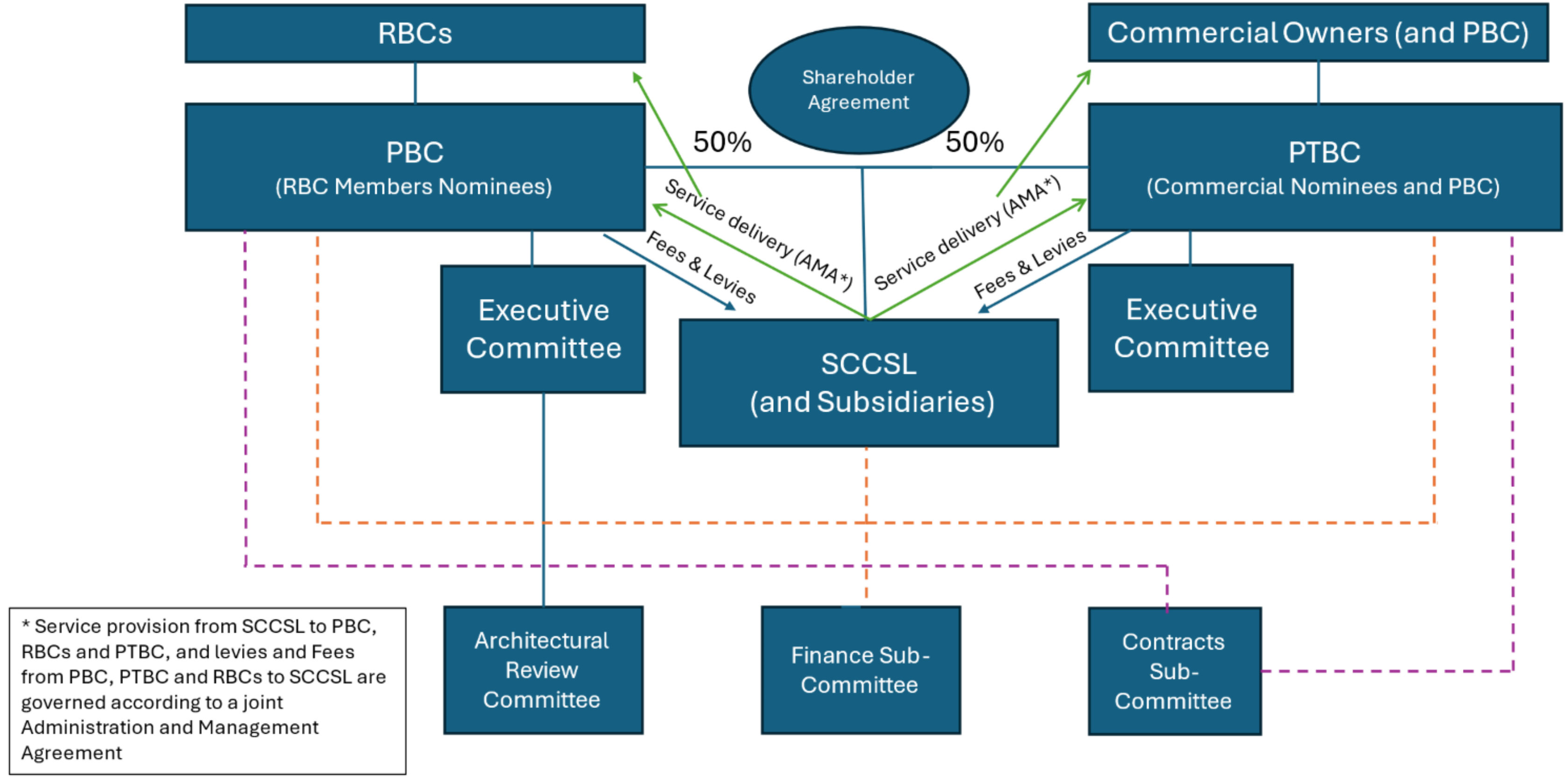


Governance overview

Governance

- ▶ Governance can be described in a number of ways, including:
 - the processes, activities and relationships that make sure your NFP is effectively and properly run (ACNC)
 - the framework of rules, relationships, systems and processes within and by which authority is exercised and controlled in corporations (ASX)
 - the totality of the systems by which an organisation is controlled and operates, and the mechanisms by which it, and its people, are held to account. Ethics, risk management, compliance and administration are all elements of governance (GIA)
- ▶ Essentially governance is about structures, systems and processes to ensure that an organisation's purpose is achieved in a sustainable way
- ▶ Governance and organisational structure follows strategy
- ▶ 'Right sizing' governance effort is important – 'best fit' rather than 'best practice'
- ▶ The important role of the company secretary

Sanctuary Cove Governance Bodies 2024



Common governance issues

- ▶ Most governance issues in organisations come down to one or more of the following:
 1. Lack of a shared agreement on purpose and a plan to achieve that purpose
 2. Lack of role and accountability clarity (that is, who is doing what)
 3. Lack of authority clarity (that is, who can make what decisions)
 4. Lack of good communication
 5. Lack of appropriate management of conflicts of interest
- ▶ The best way to address these issues is to deal with them in a proactive way, for example: document the role of the PBC, members of each sub-committee; document who has authority to make decisions



Governance structure, roles and relationships

Governance structure, roles and relationships (1)

The Governance Review ToR includes a requirement to consider:

- ▶ purpose, structure, roles and responsibilities of the PBC
- ▶ sub-committee structure, roles and responsibilities

During Stage 1 to date we have canvassed the following matters with stakeholders:

- ▶ clarity of the roles, responsibilities, interdependences, relationships, decision rights and delegations among the Manager (SCCSL), PBC, PBC EC, RBCs, PTBC and PTBC EC and sub-committees
- ▶ the effectiveness of the PBC governance structure including the PBC EC and sub-committees
- ▶ the usefulness of governance policies in place

Governance structure, roles and relationships (2)

Key observations

- ▶ There is a need to clarify roles, responsibilities and authorities as they relate to the PBC, PBC EC and each sub-committee
- ▶ Although SCRA includes an overview of the PBC role and responsibilities, there is an opportunity to develop a PBC ToR which includes more detail regarding the PBC's role, responsibilities and interface with PBC EC and sub-committees
- ▶ PBC EC ToR includes a wide description of its role and responsibilities
- ▶ Extent of decision-making at sub-committee level requires greater clarity
- ▶ It is important that SCCSL secretariat function is provided clear guidance to effectively support changes

Suggested actions

- ▶ Develop a simple role statement regarding the SC structure, including the role of the PBC and PBC EC
- ▶ Develop role statements clearly defining expectations of individual PBC, PBC EC and sub-committee members
- ▶ Develop a new ToR for the PBC
- ▶ Clarify and document the reporting lines for the the sub-committees to the PBC through the PBC EC
- ▶ Prepare a short form PBC governance manual for new members of the PBC, PBC EC, PBC sub-committees and RBCs which outlines the governance related matters specific to each forum



PBC processes and decision making

PBC processes and decision making

The Governance Review ToR includes a requirement to consider:

- ▶ RBCs, PBC and PTBC and EC number of meetings, agendas and motions, processes, timetables, papers, minutes, and other documentation
- ▶ PBC and PBC EC processes, authorities and information flows
- ▶ access to information for PBC EC members and granularity of reporting and information provision to others
- ▶ continuous improvement in processes
- ▶ use of up-to-date digital technology for supply of information, authorised data access and key processes such as voting
- ▶ application of the 2016 RBC Code of Conduct and SCRA Code of Conduct requirements

During Stage 1 to date we have canvassed the following matters:

- ▶ PBC EC meeting frequency
- ▶ the effectiveness of the PBC and PBC EC meetings
- ▶ secretariat support provided to the PBC and PBC EC to ensure compilation of agendas, papers and minutes of meetings
- ▶ management of conflicts of interest in the PBC and EC

PBC processes and decision making (2)

Key observations

- ▶ Matters reserved for the PBC (restricted matters) outlined in the SCRA, with PBC EC authorities set out in PBC EC ToR
- ▶ Opportunity to enhance clarity of decision-making authority through consolidation of all current authorities in a single 'source of truth' document for the PBC, PBC EC, sub-committees and SCCSL (as secretariat)
- ▶ Further guidance required regarding conflict management
- ▶ Tenders to award material supplier contracts undertaken in line with PBC Purchasing Policy and Tender Process Principles and Procedures
- ▶ PBC, PBC EC meetings are held for 1-3 hours monthly, with sub-committees also meeting frequently
- ▶ Greater clarity regarding role of PBC members, office bearers and PBC EC would support PBC and PBC EC meeting effectiveness

Suggested actions

- ▶ Develop a single authorities/decision making matrix outlining all authorities provided to PBC, PBC EC and SCCSL
- ▶ Agree to ongoing principles for operation of PBC and PBC EC (see next slide)
- ▶ Develop a refreshed Code of Conduct for individual members of PBC, RBCs, PBC EC and sub-committees to attest to upon appointment
- ▶ Develop a conflict management policy outlining principles and examples of standard conflict scenarios to guide all decision-making forums, forum Chairs and SCCSL as secretariat
- ▶ Prepare annual workplan for each meeting forum to ensure key responsibilities of each forum met throughout the year

Principles for operation – PBC and PBC EC

- ▶ Being outcomes focussed
- ▶ Respecting each other and engaging in respectful challenge
- ▶ Engaging in honest and open communication
- ▶ Recognising and effectively managing conflicts of interest
- ▶ Ensuring transparency of matters considered and determined by PBC and PBC EC
- ▶ Ensuring all members are afforded opportunity to have a voice in the room
- ▶ Aiming for consensus-based decision making
- ▶ Building and nurturing relationships within the PBC and PBC EC and with SCCSL
- ▶ Being well prepared and engaged
- ▶ Maintaining confidentiality within PBC, PBC EC and sub-committees regarding any sensitive or commercial in confidence matters presented



***PBC composition, dynamics,
performance and development***

PBC composition, dynamics, performance and development

The Governance Review ToR includes requirements to consider:

- ▶ education on SCRA, BUGTA, governance structures and key requirements and processes
- ▶ role of PBC versus RBCs and education on by-laws
- ▶ culture, both in terms of sub-committee and organisational culture

During Stage 1 to date we have canvassed the following matters:

- ▶ clarity of the roles and authorities of the PBC and EC
- ▶ the composition of the PBC
- ▶ the composition of the EC including size, skills and experience relevant to the PBC fulfilling its role
- ▶ PBC membership including attraction and retention of appropriate EC members

PBC composition, dynamics, performance and development (2)

Key observations

- ▶ It is important to ensure the PBC, PBC EC and sub-committees have the collective skills, experience and other key attributes to perform their respective roles
- ▶ Recognising the complex structure, it can take time for new members to understand structure and governance requirements to then effectively contribute
- ▶ It is important to ensure members of PBC, PBC EC and sub-committees and RBCs receive more induction training when joining one of these forums
- ▶ There is a level of turnover of key leadership roles across PBC, PBC EC and PBC sub-committees

Suggested actions

- ▶ Develop one page matrix outlining the key skills and other key attributes required collectively for the PBC EC and sub-committees
- ▶ Document ongoing approach to nomination and appointment of key leadership roles (PBC and PBC EC chairpersons, Treasurers and Secretaries and sub-committee chairpersons)
- ▶ Consider whether there is an opportunity to deliver regular body corporate governance sessions to PBC and RBCs
- ▶ Develop formalised induction session for all new members to RBCs, PBC EC and PBC



Monitoring performance, risk and compliance

Monitoring performance, risk and compliance

The Governance Review ToR includes requirements to consider:

- ▶ compliance with the SCRA, BUGTA and other relevant legal requirements (noting Directors Australia is unable to provide legal advice to the PBC)
- ▶ risk management (legal, organisational and operational continuity for PBC and PTBC).

During Stage 1 to date we have canvassed the following matters:

- ▶ the performance of the PBC functions (financial and operational)
- ▶ the information provided to the PBC to perform its functions
- ▶ the effectiveness of risk and compliance management by the PBC

Monitoring performance, risk and compliance (2)

Key observations

- ▶ PBC and PBC EC monitor performance of SCCSL as key service provider via monthly operational and financial reports
- ▶ Annual operational plan is developed by SCCSL outlining operational priorities and prior year performance
- ▶ Approval pathway for annual financial budget is unclear
- ▶ The current PBC EC ToR requires the PBC EC to:
 - guide policy and governance matters across the resort
 - ensure PBC compliance with all licences and statutory regulations, Local and State OHS, water quality, biodiversity environmental requirements and legislative laws
- ▶ Unclear where responsibility for administration of compliance and risk management matters lie – not referenced as a ‘service’ in the Administration and Management Agreement nor does SCCSL organisational structure include dedicated roles

Suggested actions

- ▶ PBC EC seek confirmation from SCCL regarding the extent of the risk and compliance activities currently undertaken within the scope of the AMA
- ▶ Seek legal advice regarding the role of the PBC and PBC EC in terms of overseeing risk management and compliance related matters within Sanctuary Cove
- ▶ Upon receipt of legal advice, PBC EC to oversee development of a plan to implement a risk management framework, supported by SCCSL or another service provider



Stakeholder engagement

Stakeholder engagement

The Governance Review ToR includes a requirement to consider:

- ▶ stakeholder communication, engagement and transparency, and
- ▶ interaction and communication flows between RBCs, PBC, PTBC, PBC EC, sub-committees and SCCSL

Key observations

- ▶ Important to ensure outcomes and decisions taken in all meeting forums are advised to relevant stakeholders
- ▶ It is particularly important for PBC EC to share outcomes to maintain transparency (where appropriate)
- ▶ Opportunity to consider how PBC could use ‘town hall’ sessions to support communication with residents and other key stakeholders such as service providers

Suggested actions

- ▶ Consider how forums could agree a communique to relevant stakeholders at the end of each forum meeting (ie: residents, other meeting forums, SCCSL) in regard to the key matters discussed in each forum

Close

- ▶ Questions? Comments?
- ▶ Process from here
 - ▶ Finalise draft blueprint
 - ▶ Stage 2 consultation

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Thank you

This presentation has been written as an overview. It should not be relied on as a substitute for legal, accounting or other specialist advice. Advice should be sought about application of the topics in this presentation to the particular circumstances of the reader.

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**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. Pleaded 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 *Corporations*)
Act 2001 (Cth)) Director

SIGNED BY THE PARTY SPECIFIED IN ITEM 1)
OF THE SCHEDULE pursuant to Section 127) Chairperson
of the *Corporations Act 2001 (Cth)*)
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 <ul style="list-style-type: none"> • Provide prompt response and medical assistance • Emergency escort for urgent medicals 	*
2	Patrols – All areas <ul style="list-style-type: none"> • 24hr Mobile and Marine patrolling subject to Incident Response • Building/gate checks and patrols of relevant stakeholder areas 	*
3	Incidents and Alarms – All areas <ul style="list-style-type: none"> • Provide prompt response and emergency assistance • Incident management – record and report, liaise emergency services 	*
4	Camera Surveillance <ul style="list-style-type: none"> • Monitor and maintain CCTV network • Monitor stakeholder CCTV network 	*
5	Alarm Monitoring <ul style="list-style-type: none"> • Monitor and maintain alarm FTTH network • Commission and test new alarm panels 	*
6	Access Control <ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> • Hope Island Resort Security (external) 	*
8	RZABL and Development Control <ul style="list-style-type: none"> • Traffic and Parking, Building Authority Number permit • Speed management and other activity By-Laws 	*
9	Water Craft Check <ul style="list-style-type: none"> • Daily vessel check of resident jetties 	*
10	Valet Services <ul style="list-style-type: none"> • Valet service charge for access/rearm of home/building 	*
11	Workplace Health and Safety – All areas <ul style="list-style-type: none"> • Report defect and safety issue to Asset Finda or asset owner 	*
12	Animal and Pest Management <ul style="list-style-type: none"> • Manage injured and found animals 	*



FTTH INTERIM NETWORK MANAGEMENT

MOTION

The Interim Fibre to the Home Network (FTTH) Management Agreement

Proposed by: The Chairman

That the PBC award the interim FTTH Network Management Agreement contract to Opticomm at a cost of \$348,700 incl. GST, per annum for the period commencing 01 April 2025 to 31 March 2026, with the option to extend for one additional year by the PBC. All existing pricing and conditions to be the same as the current agreement; and

That the number of quotes be reduced from three (3) to one (1) due to other providers being unable to support the existing equipment integrated within the network and the need for a short-term interim contract pending the decision on the required upgrades and a form of contract in the long term.

MOTION INFORMATION

Background

Since 2019, Opticomm has been managing the FTTH network, however, the current agreement will reach its maximum six-year term limit on 1 April 2025. Opticomm have submitted a proposal outlining three options for the upgrade and management of the network system. Key equipment within the network is outdated, nearing the end of its life and replacements are becoming scarce.

A period of time is required to review and understand the –

1. services the current network system provides
2. current system and its inadequacies
3. options proposed by Opticomm
4. possible alternatives
5. preferred ownership options of the network system into the future.
6. upgrade costs and associated options

The proposed period of the interim agreement contract with Opticomm provides the time required for this review and for the PBC to decide on the best way forward.

The key components requiring replacement are the:

private automatic branch exchange (PABX): The existing equipment is analogue based and resides inefficiently within a digital environment. This equipment is obsolete and has limited technical or systems support.

home interface OSA -Calix equipment: This equipment resides at each home and forms the interface with the network system. This equipment has become obsolete. The PBC has acquired the last available stock to accommodate the requirements during the period of the interim agreement contract. It's understood that Opticomm are the last service provider to support this Calix equipment.



FTTH INTERIM NETWORK MANAGEMENT

Scope of works

The scope of services, support structure, and service level agreements will remain unchanged from the original contract. There will be no changes in the terms of the contract, ensuring continuity in service quality.

Pricing

The renewal will maintain the existing pricing structure, with no increase in costs for the new contract period. There will be no changes to the current contract terms. All aspects of the service, including the support structure and service level agreements, will remain consistent with the original contract.

Attachments

- FTTH Network Management Agreement - Document A - D

DRAFT

SANCTUARY COVE RESORT

DOCUMENT A

FORMAL INSTRUMENT OF AGREEMENT

FIBRE TO THE HOME NETWORK MANAGEMENT AGREEMENT

**FORMAL INSTRUMENT OF AGREEMENT
FOR FIBRE TO THE HOME NETWORK MANAGEMENT CONTRACT**

Date of this Contract *14th February* 2019.

Principal	Name	Sanctuary Cove Communication Services Limited ABN 30 119 669 322
	Address	Office 6, Building 5, Masthead Way Sanctuary Cove Queensland 4212
	Email	ftth@scove.com.au
	Facsimile	07 5500 3344
	Attention	Executive General Manager

Contractor	Name	OptiComm Co Pty Ltd ACN 117 414 776
	Address	Unit 10A/58 Metroplex Ave, Murarrie Qld 4172
	Email	mstockley@opticomm.net.au
	Facsimile	
	Attention	Martin Stockley

The Parties agree:

1. PERFORMANCE OF THE WORKS

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

2. CONTRACT DOCUMENTS

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

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

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

3. JOINT AND SEVERABLE LIABILITY

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

4. NATURE OF RELATIONSHIP

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

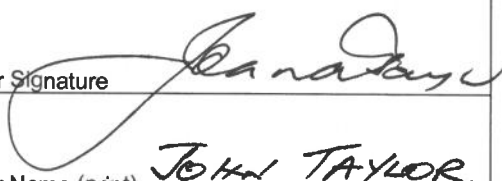
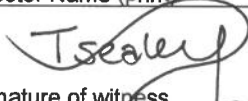
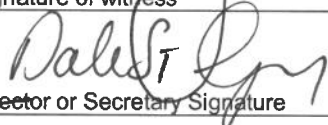
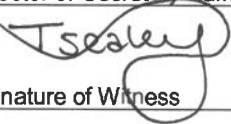
5. COUNTERPARTS

This Contract may be signed or executed in counterparts, with the same effect as if the signatures to, or execution of, each counterpart were on the same instrument

6. GOVERNING LAW

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

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

SIGNED by Sanctuary Cove Communication Services Limited ABN 30 119 669 322 in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth):	Director Signature 
	Director Name (print) JOHN TAYLOR
	Signature of witness 
	Director or Secretary Signature 
	Director or Secretary Name (print) Dale R. St. GEORGE
	Signature of Witness 

SIGNED by OptiComm Co Pty Ltd ACN 117 414 776 in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth):	 Director Signature
	PAUL CROSS Director Name (print)
	 Signature of witness
	 Director or Secretary Signature
	JOHN PHILLIPS Director or Secretary Name (print)
	 Signature of Witness

**SANCTUARY COVE RESORT
SPECIAL CONDITIONS**

DOCUMENT B

FIBRE TO THE HOME NETWORK MANAGEMENT AGREEMENT

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1. INTERPRETATION

This Contract is for the provision of network management services of Sanctuary Cove's fibre to the home network as set out in this Document B, in accordance with the terms of the Contract to the Areas specified in Document D Annexure 1 ("**Sanctuary Cove Resort**").

All capitalised terms have the same meaning as they do in Document C - General Conditions unless otherwise defined in this Document B - Special Conditions.

"**Additional Work**" means any work requested by the Principal from time to time to be conducted under the terms of this Contract, such work to be quoted and agreed upon in accordance with clause 3.6 of this Document B – Special Conditions.

"**Carrier**" has the same meaning as in the *Telecommunications Act 1997* (Cth).

"**Disengagement Period**" means the period defined in clause 9.1, as varied pursuant to clause 9.2.

"**Disengagement Plan**" means the plan to be developed by the parties in accordance with clause 9.4 that contains the protocols and procedures required to ensure the transfer from the Contractor to a replacement network manager occurs in an efficient manner without delay.

"**Nominated Carrier**" has the same meaning as in the *Telecommunications Act 1997* (Cth).

"**Routine Work**" is defined in clause 3.5 of this Document B – Special Conditions.

"**Service Credits**" means the credits or rebates set out in Annexure 5 of Document D - Annexures.

"**Spares**" is defined in clause 3.12 of this Document B – Special Conditions.

"**TIO**" means the Telecommunications Industry Ombudsman.

2. BACKGROUND

- (a) The Principal is the owner of the fibre optic network or what is referred to at Sanctuary Cove Resort as the fibre to the home network which comprises a passive optical network ("**Network**").
- (b) The Contractor is a Carrier and has experience in operating, and maintaining fibre optic networks that provide fibre to residential and commercial premises. The Principal and the Contractor wish to enter into an agreement for provision by the Contractor of network management services on the terms set out in this Contract.

3. SCOPE OF WORK

3.1 Overview

The Contractor's obligations under the Contract shall extend to all items, parts, components, plant, equipment and technology that comprise the Network, and include all programming, monitoring, adjustment, cleaning, testing, repairs, maintenance and upgrades necessary to ensure the satisfactory ongoing operation of the Network.

The Contractor must ensure that the Network provides an environment where the Services (as defined in Document C – General Conditions of Contract) and the services outlined in this document can be delivered across the Network to the Sanctuary Cove Residents. The Contractor must inform the Principal as soon as it becomes aware that any part of the Network is broken. Any required remediation or upgrades to the Network will be performed subject to the Principal's agreement and at the Principal's cost.

3.2 Transition in

The Principal will do everything reasonably necessary to ensure that the Contractor can efficiently and effectively take over operation of the Network from the existing manager of the Network, including but not limited to:

- (a) providing all necessary documentation, Data and other relevant information;
- (b) liaising and dealing with the existing manager of the Network to ensure it complies with its disengagement obligations;
- (c) ensuring that the Contractor has prompt and full access to the Network, Spares and relevant personnel of the Principal; and
- (d) assisting in marketing and informing residents of the change in operation of the Network and their ability to acquire services off new Service Providers.

3.3 Scope of Work

The Contractor must perform the Work including the Routine Work and Additional Work in accordance with this Contract.

3.4 Method of provision of the Work

The Contractor shall:

- (a) perform the Work in accordance with the Service Levels;
- (b) subject to applicable Transition In plan or Disengagement Plan and the Principal's payment of the Contractor's costs (as agreed by the Principal), perform reasonable steps to implement a smooth transition in the change of network managers entering or exiting the Contract;
- (c) ensure the outcomes of the Work will be fit for the purposes intended;
- (d) use the Service Providers and ensure the Areas and the Network as a whole is and remains suitable for the provision of Services by the Service

Providers in accordance with the Contractor's wholesale agreements with the Service Providers;

- (e) use all reasonable endeavours to use Service Providers that follow Good Industry Practice, are members of the TIO scheme, and comply with regulatory obligations imposed by the Australian Communications and Media Authority and the Australian Competition and Consumer Commission;
- (f) use all reasonable endeavours to ensure that Service Providers are capable of providing broadband services to Residents with a speed of at least 100 Mbps over the Network;
- (g) utilise labour allowances as included in the Contract and materials that are to be supplied by the Contractor as set out in Annexure 2 of Document D – Annexures which forms part of the Contract;
- (h) provide all general and specific tools and equipment including IT equipment necessary to carry out the monitoring and maintenance of all components of the Work as specified in an efficient and professional manner;
- (i) ensure all tools and equipment used in carrying out the Work are in proper working order and shall be checked for safe operation before each job;
- (j) maintain all Assets in line with manufacturer's recommendations;
- (k) ensure that all materials and other items supplied under the Contract are new, in conformity with their description, of merchantable quality and fit for their intended purpose;
- (l) make all reasonable arrangements for the earliest supply and delivery of equipment and services for the continued operation of Assets and Services;
- (m) maintain disaster recovery plans and business continuity plans for the Network to ensure the Services are maintained to the Sanctuary Cove Residents such plans to be subject to the Network's existing redundancy and capability ;
- (n) ensure that no activities are undertaken by it or its employees, agents or subcontractors that will void any warranty relating to any component of the Network;
- (o) develop and maintain an updated Procedures Manual for the management of the network such Procedures Manual in relation to the retail network to be in accordance with the Contractor's standard network documentation for wholesale telecommunications service providers;
- (p) operate the Network in accordance with reasonable procedures issued by the Principal and contained within the Procedures Manual or where applicable to Service Providers, in accordance with the Contractor's wholesale service agreements;
- (q) provide the Principal at any time upon the Principal's request documentation sufficient to enable the Principal or its nominee to operate and maintain the Network and include all information that was handed over by the previous Network manager which remains current, as well as

additional designs, documentation, engineering records and configuration records;

- (r) maintain adequate records and upon request allow the Principal access to the records so the Principal may verify all matters relating to the revenue and payment arrangements; and
- (s) ensure that its employees and subcontractors (if any) comply with the Principal's complaints handling procedure in relation to any complaint made by a third party to or about the Contractor or its subcontractors in relation to this Contract.

3.5 Routine Work

The completion of the full extent of the Routine Work shall be the responsibility of the Contractor in consideration for payment of the Contract Sum. The Routine Work shall include, but is not limited to:

- (a) Maintaining up-to-date information at all times regarding all documentation the Principal is entitled to receive from the Contractor pursuant to the Contract (including but not limited to designs, documentation, engineering records and configuration records);
- (b) Provision of a help desk service in accordance with the Contractor's services in Annexure 3 so that Service Providers can lodge faults or service requests on behalf of Sanctuary Cove Residents;
- (c) Monthly reporting of performance against all Service Levels;
- (d) maintenance of Spares in accordance with clause 3.1 of this Document B – Special Conditions; and
- (e) provision of the Services.

3.6 Additional Work

3.6.1 The Principal, may but is not obliged to, request that the Contractor undertake Additional Work by providing the Contractor with a scope of work that contains a description of the work and timing when the work or stages of the work is to be completed.

3.6.2 If the Contractor is provided with a scope of work for Additional Work, it must provide the Principal with a quote for that Additional Work within 7 days of the parties agreeing on a complete scope of the work. The cost of the Additional Work must be calculated as follows:

$$\text{Cost of Additional Work} = \text{Labour Costs} + \text{Material Supplies Cost}$$

Labour Costs means the total cost of labour calculated using the Labour Schedule of Rates set out in Item 3, Annexure 2 of Document D.

Material Supplies Cost means the cost of any materials required for the Additional Work calculated using the Material Schedule of Rates set out in Item 2, Annexure 2 of Document D. Where materials are not included in the Materials Schedule of Rates the Contractor may request approval for additional fees from the Principal

equivalent to the actual costs of such items plus a maximum mark up of 10%. Upon request by the Principal appropriate documentation must be provided by the Contractor to the Principal to substantiate the cost of supplying the material (such as the supplier's invoice). The Contractor must obtain approval from the Principal prior to purchasing materials that are not listed on the Material Schedule of Rates. Generally, this will require the Contractor to submit a written price to the Principal for approval prior to carrying out the Additional Work.

- 3.6.3 If the quote is accepted by the Principal in writing, the Contractor must perform the accepted Additional Work in accordance with the relevant terms of this Contract.
- 3.6.4 Payment for the accepted Additional Work shall be made in accordance with clause 3 of Document C - General Conditions.
- 3.6.5 The Additional Work may include but is not limited to:
- (a) Project management of the upgrade of the Network from Gigabit Ethernet Passive Optical Networks ("GePON") technology to Gigabit Passive Optical Network ("GPON") technology; or
 - (b) Installations of new households or businesses to the Network.
- 3.6.6 The Principal may at its election seek other quotes for any Additional Work and is entitled to award this work to third parties in its discretion.

3.7 **Supply of machinery and equipment**

- (a) Except where the Contract otherwise provides, the Contractor shall, at its own expense, supply everything necessary for the proper performance of the Contractor's obligations and discharge of the Contractor's liabilities under the Contract including, without limitation, all machinery or equipment required to perform the Work.
- (b) In respect of any materials, machinery or equipment to be supplied by the Contractor in connection with the Contract, the Principal may direct the Contractor in writing to:
 - (i) supply particulars of the mode and place of manufacture, the source of supply, the performance capacities and other related information;
 - (ii) subject to agreement from the relevant supplier, arrange reasonable inspection at such place or sources by the Principal and persons authorised by the Principal; and
 - (iii) not to remove materials or construction plant other than materials or construction plant which are the property of the Contractor, from the Site. Thereafter the Contractor shall not remove them without the Principal's prior written approval (which shall not be unreasonably withheld).
- (c) The Contractor shall ensure all materials, machinery and equipment used on the Site complies with all relevant legislative requirements and is otherwise fit for its intended purpose.

- (d) The Contractor shall upon request by the Principal, notify the Principal in writing of the name and address of the owner of any machinery and equipment used in connection with Work and held by the Contractor under an agreement with the owner of that machinery or equipment. The Principal may (but shall be under no obligation to), in order to avoid seizure by the owner of such machinery or equipment, pay to the owner the amount of any overdue instalment or other sums payable under such agreement. In the event of the Principal doing so, the Principal may recover such amount as a debt due and payable by the Contractor to the Principal.

3.8 Expertise and personnel

The Contractor must provide sufficient appropriately skilled and experienced staff to perform the Work.

If the due performance of the Work require additional staff from time to time, the Contractor must provide those staff and the Contractor is only entitled to charge labour rates for those staff in the circumstances expressly permitted in this Contract.

3.9 Network Nominated Carrier

3.9.1 The Contractor warrants that:

- (a) it has the necessary expertise and qualifications to be a Nominated Carrier as defined in the *Telecommunications Act 1997* (Cth);
- (b) it is able to comply with all the obligations imposed on it under the *Telecommunications Act 1997* (Cth); and
- acknowledges that:
- (c) if it is declared by the Australian Communications and Media Authority as being able to comply with carrier-related obligations in respect of the Network ("**Nominated Carrier Declaration**"), it will have the obligations imposed on a licensed carrier under the *Telecommunications Act 1997* (Cth) ("**Obligations**") and the rights of a licensed carrier under the *Telecommunications Act 1997* (Cth) ("**Rights**") in respect of the Network.

3.9.2 The Principal and the Contractor must ensure that all necessary steps, as applicable to the relevant party, are promptly undertaken by that party to apply for, obtain and comply with a Nominated Carrier Declaration in relation to the Network.

3.9.3 The Contractor must:

- (a) meet its Obligations and;
- (b) exercise its Rights;

so as to ensure that the efficient administration of the *Telecommunications Act 1997* (Cth) is not impeded by the Nominated Carrier Declaration.

3.9.4 The parties must bear their own costs in relation to the application for and compliance with the Nominated Carrier Declaration.

3.10 Contractor Requirements relating to Service Providers

- 3.10.1 The Contractor shall provide the Principal with documents evidencing that the operations and maintenance standards applied to the Network satisfy the relevant Australian standards and regulations and the published requirements of the Service Providers to permit the carriage of their respective services across the Network.
- 3.10.2 The Contractor shall provide the Principal with documentary evidence of the Service Providers that acquire wholesale services from the Contractor and shall ensure that all Service Providers are members of the TIO Scheme.
- 3.10.3 Where the Service Providers' requirements are not publicly available the respective Australian standards and regulations for carriage of those services shall apply, including where required, the certification of specific equipment to be supplied (ie C tick and A tick certification) and including but not limited to any applicable Australian standards.
- 3.10.4 Where a Service Provider has a stated requirement for a network to be certified, the Contractor shall ensure any such certification is provided for the Network. For the avoidance of doubt, it is specifically agreed that this provision applies to Pay TV operators.
- 3.10.5 Where a Service Provider changes its standards or connectivity requirements the Contractor is required to provide the Principal within 30 days of an assessment of the impact of such change, and where applicable a scope of works and quotation to ensure the Network remains compliant with the new requirements, standards or regulations. Any work required as a result of this clause shall be Additional Work that will only be performed following the Principal's approval and at the Principal's cost.
- 3.10.6 The intent of this clause is that the Contractor shall ensure that Services and content may be supplied across the Network by any Service Provider which has been approved by the Contractor and so that should a Service Provider elect not to provide a service across the Network, that shall not be due to any deficiency in technical standards of the Network or due to the Contractor's failure to adhere to the obligation in s.152ARA of the Competition and Consumer Act 2010 to provide layer 2 bitstream services on a non-discriminatory basis.

3.11 Operation of the Network

- 3.11.1 Subject to the terms of this Agreement the Principal grants the Contractor the right to:
- (a) use the Network for the provision of carriage services and content services;
 - (b) provide access to the Network to Service Providers for the provision of carriage services and content services.
- 3.11.2 The Contractor shall ensure the Network is capable of supporting the provision of Services by the Service Providers in accordance with the terms of this Contract and the Contractor's wholesale service agreements with Service Providers.

Open Network

- 3.11.3 The Contractor shall operate an open network providing for interconnection to Service Providers providing Sanctuary Cove Residents with a choice of Service Providers, access to competitive pricing and service transparency.

3.11.4 The Contractor must, subject to this Contract and except by written agreement by the Principal, maintain or provide the Sanctuary Cove Residents with a minimum of at least Five (5) Service Providers able to supply retail internet services at speeds reasonably expected of a network of the Network's technical specifications and capability within speed ranges of 50 Mbps to 100 Mbps and subject to annual review by the parties.

3.11.5 In particular, the Contractor must, subject to this Contract:

- (a) provide carriage services to the Service Providers in order that the Service Providers can provide carriage services and/or content services to Residents;
- (b) take all reasonable steps to ensure the technical and operational quality of the services provided to other Service Providers are equivalent to that which the Contractor provides to itself; and
- (c) take all reasonable steps to ensure that Service Providers receive in relation to the Service provided by the Contractor, fault detection, handling and rectification of technical and operational quality and timing equivalent to that which the Contractor provides to itself,

provided that the Contractor must not provide Services or access to the Network to a Service Provider where:

- (d) to do so would compromise the level of quality of Services provided over the Network; or
- (e) there are reasonable grounds to believe that the Service Provider would fail to protect the integrity of the Network or the safety of individuals working on or using services supplied by means of the Network;
- (f) the Service Provider has not been approved by the Contractor.

Liaising with additional or future third party Service Providers

3.11.6 The Contractor shall facilitate the provision of Services to the Sanctuary Cove Residents by current and proposed Service Providers in accordance with this Contract and the Contractor's wholesale service agreements with Service Providers.

Network modification at the request of Service Providers

3.11.7 If a Service Provider advises that any upgrade or modification of the Network is required for the provision of Service, the Contractor will provide the Principal with detailed engineering design and cost estimates for the upgrade or modification. This does not derogate from the Contractor's obligations under clause 3.10. Any work required as a result of this clause shall be Additional Work that will only be performed following the Principal's approval and at the Principal's cost.

Prohibition on access to additional services

3.11.8 The Contractor must prohibit, to the extent it is able to do so, any Sanctuary Cove residence or persons having access to the Network from providing any carriage Service. For example, a Resident having access to the internet or PSTN shall not provide enhanced or any external service or services as a service provider, or

equivalent, (whether services are provided free or not) to other Residents in Sanctuary Cove.

- 3.11.9 If a Sanctuary Cove Resident does provide the services described in clause 3.11.8 above, the Contractor shall be entitled to restrict services as agreed with the Principal in writing to any such Resident within seven (7) days of an infringement notice being delivered to the Resident and the practice has not ceased by the Resident after receipt of the notice
- 3.11.10 The rights of the Contractor under clauses 3.11.8 and 3.11.9 is subject to any relevant laws.

Charges to Service Providers

- 3.11.10 The Contractor shall charge any Service Provider(s) who utilise the Network in accordance with the Contractor's wholesale service agreements with Service Providers.

3.12 Spares Management

- 3.12.1 The Contractor shall maintain as a minimum the spares and number of spares set out in Item 2, Annexure 2 of Document D to facilitate it meeting the Service Levels ("**Spares**").
- 3.12.2 Where practicable, the Contractor must use the Spares to repair Assets and in each instance where such Spares are used shall seek the approval by the Principal, with the purpose of minimising costs at all times,
- 3.12.3 Spares procured by the Contractor shall be held at the Contractor's cost and risk. Title and risk in Spares shall pass to the Principal upon:
- (a) the Contractor installing or utilising the Spare(s) to perform the Service; and
 - (b) payment for the relevant Spare being made by the Principal to the Contractor.
- 3.12.4 The Contractor shall pass on the manufacturer's warranty in the Spares to the Principal with the warranty period commencing in accordance with the manufacturer's warranty.
- 3.12.5 The Contractor shall at all times use its reasonable endeavours to negotiate manufacturer's warranties for the Spares that commence on installation of the Spare. Where this cannot be accomplished the Contractor must notify the Principal before the title in the Spare has transferred to the Principal.

4. CONTRACT SUM

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

(a) Fixed Price

A fixed price set out in Item 1, Annexure 2 - Contract Sum of Document D - Annexures which will be the amount payable per month for the performance of the Routine Work.

Should the Contractor fail or be unable to perform the Routine Work during the month for any reason the fixed price for that month will be reduced on a pro rata basis for the time during the month in which the Contractor was unable to perform the Routine Work.

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

(b) Variable Amounts

In addition the Contractor will be entitled to payment in accordance with the Item 2 Schedule of Rates, Annexure 2 of Document D for:

- (i) **Labour Schedule of Rates** for hours of work attributed to Routine Work conducted outside Normal Hours (other than Routine Work which is required to be provided on a 24/7 basis) and for any Additional Work.
- (ii) **Materials Schedule of Rates** for materials, equipment, Spares and consumables.

Where materials are not included in the Materials Schedule of Rates the Contractor may request approval for additional fees from the Principal equivalent to the actual costs of such items plus a maximum mark up of 10%. Upon request by the Principal appropriate documentation must be provided by the Contractor to the Principal to substantiate the cost of supplying the material (such as the supplier's invoice).

The Contractor must obtain approval from the Principal prior to purchasing materials that are not listed on the Materials Schedule of Rates. Generally this will require the Contractor to submit a written price to the Principal for approval prior to carrying out Work.

However in an emergency or where the Contractor considers that prompt action is required to protect the integrity of the Network or ensure an adequate level of service is maintained and where it may not be practical to wait for the written approval process to take place the Contractor should contact the Principal to seek verbal acceptance for the purchase of materials required to undertake the emergency Routine Work (and contact the Principal by emailing critical@scove.com.au if the phone call attempts have been unsuccessful).

(c) **Payment of Contract Sum**

Payment of the Contract Sum will be made in accordance with clause 3 of Document C – General Conditions.

5. APPLICABLE STANDARDS, REGULATIONS AND REQUIREMENTS

In addition to the requirements regarding materials and workmanship specified in this Contract, all relevant Australian standards, Laws, regulations or professional requirements must be met by the Contractor in the performance of the Work at all times ("**Statutory Obligations**").

The Contractor shall also comply with all relevant Statutory Obligations dealing with the handling or application of the Work within this Contract.

The Contractor is to ensure that the installation and operation of all system components is in accordance with the particular product manufacturer's recommendations.

6. TERM

The Term of this Contract shall commence 1 April 2019 ("**Commencement Date**") for a 1 May 2019 transfer of operational responsibility.

The Expiry Date, unless the term is terminated earlier in accordance with this Contract, shall conclude on the 3rd anniversary of the Commencement Date ("**Term**").

The Principal may, in its sole discretion, extend the Term of this Contract for an additional one year period and such right of extension may be exercised by the Principal up to three times. For the avoidance of doubt, if the Principal chooses to exercise each right of extension, the total term of the Contract will be six years.

7. INSURANCE

7.1 In addition to insurance required under clause 5 of Document C – General Conditions, the Contractor will at all times during the Term, and any extended term hold insurance for which the Principal is noted as a beneficiary in respect of the following:

- (a) professional indemnity insurance in an amount of \$10 million; and
- (b) public liability insurance in an amount of \$20 million.

7.2 The Contractor must maintain all insurances required under this clause 7 and clause 5 of Document C during the Term, any extended term, and for a period of 3 years thereafter.

8. OTHER REQUIREMENTS FOR THE WORK

8.1 Equipment Access

The Principal may instigate a permit to work system during the term of this Contract limiting the Contractor's access to restricted areas and equipment . The Principal

indemnifies the Contractor to the extent that this delays or interferes with the Contractor's obligations or provision of Services.

8.2 Test & Tag Requirement

The Contractor is responsible for the test and tag of equipment in accordance with the current Australian standards and appropriate logs kept by the Contractor.

8.3 Location of Services / Configurations

To assist the Contractor, upon commencement of the Contract the Principal shall make available, a set of services plans for the assets and configurations that comprise the Network.

The Contractor on an ongoing basis shall record and document any adjustments which occur during the term of the Contract.

9. DISENGAGEMENT

9.1 Disengagement Period

The Disengagement Period shall commence on the date of issue of the Termination Notice and shall end on the Termination Date specified in the Termination Notice.

In the event the Principal does not issue the Contractor a Termination Notice, the Disengagement Period shall commence 3 months before the expiry date of the Contract.

9.2 Variation of the Disengagement Period

Prior to the Termination Date, the Principal may, by notice in writing to the Contractor, extend the Disengagement Period by up to 3 months, including if the Disengagement Period extends beyond the expiry date of the Contract.

The Principal may, at its discretion, exercise the right to extend the Disengagement Period up to two times without the Contractor's written agreement for further extensions.

9.3 Purpose of the Disengagement Period

The purpose of the Disengagement Period is to:

- (a) enable the Principal or a third party designated by the Principal to be able to perform the Work from the end of the Disengagement Period; and
- (b) to eliminate or minimise any disruption to the Work as a result of the handover of the management of the Network to the Principal or its nominee.

9.4 Production of the Disengagement Plan

The Contractor must within 90 days of the Commencement Date provide a draft Disengagement Plan to the Principal for approval.

The Disengagement Plan must address all things that are necessary for the Contractor to facilitate the handover of the management of the Network to the Principal or its nominee by the end of the Disengagement Period. It must address all matters which the Principal is likely to regard as adverse, or a risk, or difficult to deal with or has a cost associated to it.

The Principal within 30 days of receipt of the Disengagement Plan will either approve the Disengagement Plan or request the Contractor to make reasonable changes to the Disengagement Plan.

The Contractor must within 30 days of a request by the Principal make adjustments to the Disengagement Plan for review by the Principal.

9.5 Contractor's Obligations

The Contractor must:

- (a) provide access to equipment and premises, Services, and assistance reasonably requested by the Principal to facilitate the handover of the management of the Network to the Principal or its nominee by the end of the Disengagement Period;
- (b) within 30 days of a request by the Principal provide an updated record of all assets and configurations and all other information required that will assist the Principal or its nominee to manage the Network;
- (c) continue to perform the Work and otherwise act in accordance with the Contract during the Disengagement Period;
- (d) ensure that, at all times during the Contract, on 90 days notice it is able to deploy all necessary resources to complete disengagement in accordance with the Disengagement Plan;
- (e) comply with the Disengagement Plan;
- (f) if requested by the Principal, at the Principal's cost, provide training to the Principal's personnel or the personnel of its nominee to enable the Principal or its nominee undertake the effective management of the Network upon the end of the Disengagement Period with minimal disruption;
- (g) provide to the Principal or its nominee all such information and records in the Contractor's possession concerning the Network as may be necessary to achieve the purpose of the Disengagement Period;
- (h) at the request of the Principal make available the relevant rights and benefits of existing agreements in relation to the Network held by the Contractor or the Contractor's subcontractors to the extent that the Contractor has the right to assign the agreements in this manner. The parties acknowledge that the Contractor will not be able to assign Service Provider agreements;
- (i) deliver to the Principal at the end of the Disengagement Period all records and documentation relating to the Network in its possession to the Principal and all identity badges and vehicle passes issued to it as part of the Site access procedures;

- (j) if the Principal appoints a third party to assume the Principal's role in under the Disengagement Plan, the Contractor must provide the Services and assistance to the third party as required under this clause 9.5.

9.6 Charges for the Contractor's Services

The Principal must pay the Contractor in respect of the services provided pursuant to the Disengagement Plan to the extent the services provided are in addition to the Services covered by the fixed price set out in Item 1, Annexure 2 - Contract Sum of Document D - Annexures.

10. SERVICE LEVELS AND SERVICE CREDITS

10.1 Failure to meet Service Levels

- (a) If the Work does not meet the Service Levels, the Contractor must pay or credit to the Principal the Service Credits calculated in accordance with Item 2, Annexure 5 of Document D.
- (b) Clause 10.1(a) does not apply if the failure to meet a Service Level arises in connection with actions or inactions outside the Contractor's control, including but not limited to:
 - (i) Any action or inaction of the Principal, its agents or contractors;
 - (ii) Any action of a third party outside the Contractor's reasonable control, which for the avoidance of doubt does not include subcontractors engaged by the Contractor;
 - (iii) Network modifications undertaken by a third party independently of the Contractor;
 - (iv) Faults in or caused by hardware or software supplied by the Principal, its agents or contractors;
 - (v) Faults outside the Contractor's control, including but not limited to faults or interruption of a backhaul service;
 - (vi) Any failure of a Resident or end-user to use a Service in accordance with the requirements of the Contractor, a Service Provider or content provider.
- (c) Clause 10.1(a) does not apply if the failure to meet a Service Level arises in connection with a defect in hardware or third party software, in which case rectification will be in accordance with the manufacturer's or licensor's warranty and maintenance terms, which the Contractor will pass through for the benefit of the Principal.
- (d) The Service Levels and Service Credits only apply in relation to a failure in the provision of the Free Services to Residents listed in sections 3.1.1 to 3.1.1.5 of Annexure 3 in Document D and do not apply in relation to a failure in the provision of services supplied by the Contractor to Service Providers or that Service Providers supply to Residents.
- (e) The maximum Service Credit that the Principal is entitled to in any month shall not exceed the amount payable by the Principal to the Contractor in

the month of the failure to meet a Service Level. Service Credits in excess of the monthly amount payable by the Principal to the Contractor do not rollover and cannot be claimed by the Principal in a subsequent period.

10.2 Service Credits

Service Credits are not the sole remedy for failure to meet Service Levels and the Principal reserves any rights it has under this Contract.

10.3 Service Levels

11.3.1 The Contractor shall implement practises including adequate monitoring and maintenance of the Network to ensure the key goals of:

- (a) ensuring the services are available to the Sanctuary Cove Residents in accordance with the Service Levels;
- (b) ensuring the Contractor and Principal have at hand the information necessary for policy and procedure development and decision making;
- (c) enabling the measurement of performance against the Service Levels.

11. RECORDS

11.1 Records

The Contractor must keep and maintain records:

- (a) relating to Network performance sufficient to provide a basis for the reports to be provided by the Contractor; and
- (b) relating to the Work by the Contractor sufficient to provide a basis for and justify invoices issued pursuant to this Contract and the Contractor must provide access to those records for audit upon request by the Principal.

11.2 Documentation

11.2.1 The Contractor shall provide to the Principal documentation of any new network or equipment installed by the Contractor or documentation updated by the Contractor sufficient to enable the Principal to operate and maintain the Network and each Area of the Network, including as-built specifications, all designs, documentation, engineering and/or line records and configurations records.

11.2.2 Such documentation shall be kept up to date by the Contractor as the Network is maintained or extended and provided to the Principal upon request on a timely basis.

11.3 Notification by the Contractor

The Contractor must notify the Principal immediately if:

- (a) there is any change in control of the Contractor;
- (b) it disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business which have an involvement in or impact upon performance of this Contract;

- (c) it ceases to carry on business;
- (d) it ceases to be able to pay its debts as they become due;
- (e) any step is taken by a mortgagee to take possession or dispose of the whole or any part of its assets, operations or business;
- (f) any step is taken to enter into any arrangement between the Contractor and its creditors;
- (g) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of its assets or business.

12. SURVIVAL

Clauses 7, 9, 10.1 and 10.2 of this Document B – Special Conditions survive expiration or termination of this Contract.

SANCTUARY COVE RESORT

FIBRE TO THE HOME NETWORK MANAGEMENT AGREEMENT

DOCUMENT C

GENERAL CONDITIONS OF CONTRACT

FOR

FIBRE TO THE HOME NETWORK MANAGEMENT AGREEMENT

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1. GENERAL

1.1 Definitions

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

- (a) **"Act"** means the *Sanctuary Cove Resort Act 1985* (Qld).
- (b) **"Additional Work"** has the meaning that it does in Document B – Special Conditions.
- (c) **"Adjacent Site"** has the same meaning as in the Act.
- (d) **"Approval"** means any certificates, licences, consents, permits, approvals and requirements of any Authority.
- (e) **"Areas"** means the Site and Adjacent Site identified in Document D – Annexure 1.
- (f) **"Assets"** means the items listed in Document D – Annexure 4.
- (g) **"Authority"** means:
 - (i) any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality;
 - (ii) any other person having a right to impose a requirement, or whose consent is required, under any legislative requirement with respect to any part of the Work; and/or
 - (iii) any other person having jurisdiction over any part of the Work.
- (h) **"Backhaul Fibre Link"** means the fibre optic backhaul link from a data centre in Brisbane that terminates on the router within the Headend
- (i) **"Business Day"** means a day that is not a Saturday, Sunday or Gazetted Public Holiday which is applicable to Sanctuary Cove.
- (j) **"Commencement Date"** means the date for the commencement of the Term set out in Document B - Special Conditions clause 6.
- (k) **"Contract"** means the Contract which is constituted by all of the documents referred to in the Document A – Formal Instrument of Agreement as may be later amended or supplemented, in accordance with these General Conditions of Contract.
- (l) **"Contractor"** means the entity set out in the Formal Instrument of Agreement as being the contractor.
- (m) **"Contract Sum"** means the fixed lump sum and variable amounts set forth in Clause 4 in Document B - Special Conditions, payable by the Principal to the Contractor for the due performance of the Routine Work, adjusted as provided for or allowed for under this Contract.

- (n) **"Data"** means any plans, drawings, sketches, specifications, digital records, computer software and information pertaining to the Network or the residents of Sanctuary Cove and all other data and information relating to the Contract (whether created by the Principal of the Contractor) that relates to the Free Services to Residents listed in paragraph 3.1.1 of Annexure 3 of Document D, including any configurations, modifications or further developments of those materials, but does not include any material that relates to wholesale services provided by the Contractor to Service Providers.
- (o) **"Force Majeure"** includes the following events beyond the reasonable control of the party claiming to be affected by the event:
- (i) natural disaster including flood, lightning, earthquake, fire or cyclone
 - (ii) riots or industrial action outside the workforce of the party claiming a Force Majeure; or
 - (iii) civil commotion, sabotage, act of a public enemy, act of God, war (declared or undeclared), revolution or radioactive contamination.
- (p) **"Gazetted Public Holidays"** means gazetted public holidays which apply to residents of the Gold Coast region, in particular including the Gold Coast show holiday but excluding the Brisbane Exhibition holiday.
- (j) **"Good Industry Practice"** means the practice of a reasonable and prudent operator in the same business as the party required to comply with good industry practice.
- (k) **"Headend"** or **"Head End"**: means the telecommunications equipment at the location where the Backhaul Fibre Link terminates on to the router.
- (l) **"Information Documents"** means:
- (i) the Site Information;
 - (ii) any other document issued or made available to the Contractor in respect of Work on, before or after the date of execution of the Contract other than any information, data, or document which the Principal is obliged by the terms of the Contract to provide to the Contractor and the Contractor is expressly obliged by the terms of the Contract to rely on.
- (m) **"Intellectual Property"** means all rights, interest and title to intellectual or industrial property protected by statute or common law anywhere in the world including:
- (i) patents, copyright, rights in circuit layouts, registered designs, trade marks, logos, (in each case, whether registrable or non-registrable); and
 - (ii) any application or right to apply for registration of any of the rights with respect to Data.

- (n) **"Labour Schedule of Rates"** means the schedule of rates set out in Document D – Annexures (if any) for man hours which may be charged as variable amounts by the Contractor in accordance with Clause 3 of Document B Special Conditions.
- (o) **"Law"** means any law (including the common and criminal laws), directive, statute, by-law, regulation, rule, order, proclamation or delegated or subordinate legislation of the Commonwealth or of any State or local authority which pertains to the Work or to the Area.
- (p) **"Materials Schedule of Rates"** means the schedule of rates set out in Document D - Annexures (if any) for the provision of consumables, spare parts and equipment to be supplied by the Contractor. These materials will be used in and incorporated into the Work and which will become the property of the Principal once they are incorporated into the Work and paid for by the Principal.
- (q) **"Moral Right"** means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, which rights are created by the *Copyright Act 1968* (as amended or replaced), and if any work is used in any jurisdiction other than in Australia, any similar right capable of protection under the laws of that jurisdiction.
- (r) **"Network"** means the fibre optic telecommunications network located at Sanctuary Cove Resort which is owned by the Principal as detailed in Document B – Special Conditions.
- (s) **"Network Log Book"** has the meaning in **Clause 2.2.2 (m)** of these General Conditions.
- (t) **"Normal Hours"** means 08:00 to 18:00 local time on a Business Day.
- (u) **"Off Site"** means outside Sanctuary Cove as defined in the Act.
- (v) **"Principal"** means the party or parties so named in the Formal Instrument of Agreement, or its appointed manager or agent.
- (w) **"Principal-Supplied Information"** means any information (whether documented or otherwise) supplied or made available to the Contractor by or on behalf of the Principal before or after the date of the Contract whether or not contained in documents forming part of the Contract.
- (x) **"Procedures Manual"** is the manual developed by the Contractor which records all essential procedures to manage the Network so Services can be provided to Sanctuary Cove Residents.
- (y) **"Reinstatement"** means Work to repair or replace infrastructure or Assets, services or other existing work where such repair and replacement arises as a result of the Work or the negligence, default or breach of contract by the Contractor, its officers, employees or subcontractors at Sanctuary Cove.

- (z) **"Reporting Framework"** means the items listed in section 5.3 of Document D – Annexure 5.
- (aa) **"Routine Work"** has the meaning given in Document B - Special Conditions.
- (bb) **"Sanctuary Cove"** means Sanctuary Cove Resort, Hope Island, in the State of Queensland, as defined in the Act.
- (cc) **"Sanctuary Cove Residents"** or **"Residents"** means any end user of the Network which may be any lot owner or zone owner or commercial operation within the resort that is connected to the Network.
- (dd) **"Sanctuary Cove Security"** means the entity engaged by Principal and/or other body corporates (including without limitation, by the Primary Thoroughfare Body Corporate and Subsidiary Body Corporates as defined in the Act).
- (ee) **"Scope of Work"** means the Work to be performed by the Contractor in this Contract as set out in clause 3 of Document B - Special Conditions.
- (ff) **"Service Level"** means the level of service to be provided by the Contractor to the Principal as specified in Annexure 5 of Document D.
- (gg) **"Service Level Agreements"** or **"SLAs"** means the items listed in section 5.4 of Document D – Annexure 5.
- (hh) **"Service Providers"** means the carrier service providers and content service providers that are approved by the Contractor to provide services to the Sanctuary Cove Residents via the Network.
- (ii) **"Services"** means the services set out in Annexure 3 of Document D and such other services as may be directed by the Principal and agreed upon by the Contractor from time to time;
- (jj) **"Site"** means the whole of the area covered by Sanctuary Cove.
- (kk) **"Site Information"** means:
- (i) any document, specification, drawing, calculation, information, data, report or sample (whatever its form) marked or described as being 'site information' or marked or described in a similar fashion and made available or provided to the Contractor by or on behalf of the Principal prior to the date of Contract; and
 - (ii) any document, specification, drawing, calculation, information, data, report or sample (whatever its form) made available or provided to the Contractor by or on behalf of the Principal, whether prior to or after the date of Contract, regarding Site conditions.
- (ll) **"Spares"** has the meaning given in Document B - Special Conditions.
- (mm) **"Specification"** means the provisions (if any) set out in the technical specification document in Document D - Annexures.

- (nn) **"Term"** means the period set out in clause 6 of Document B – Special Conditions.
- (oo) **"Termination Date"** means the date specified in a Termination Notice.
- (pp) **"Termination Notice"** means a written notice given under clause 8.1, 8.4, 8.8, 8.9 or 8.10 of these General Conditions of Contract by the Principal to the Contractor.
- (qq) **"Transition In"** means the process by which the Contractor will take over operation of the Network from the incumbent operator.
- (rr) **"Variation"** has the meaning set out in **Clause 3.8** of these General Conditions.
- (ss) **"Work"** or **"Works"** means the provision of Services, supply of plant, equipment, Spares and parts, the performance of Work and the undertaking and coordination of the Work to be provided by the Contractor in respect to the Contract including any Variations, remedial work, the provision of all labour, materials, plant, equipment or other items (whether or not expressly referenced in Document B - Special Conditions Clause 3 Scope of Work), as are necessary for the complete and satisfactory performance of the Scope of Work under this Contract and includes Routine Work and Additional Work.

1.2 Interpretation

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

- (a) where the Principal consists of two parties (so named in the Formal Instrument of Agreement), each Principal shall be severally liable to the Contractor for the performance of obligations of the Principal under this Contract;
- (b) words importing the singular include the plural and words importing the plural include the singular;
- (c) words importing persons include firms, companies, and bodies corporate (including incorporated and unincorporated associations);
- (d) words importing any gender include all other genders;
- (e) any reference to an agreement or to another contractual instrument includes all subsequent amendments to it or changes in it entered into in accordance with its terms, but only to the extent to which such amendments or changes are expressly or implicitly permitted by the terms of this Contract;
- (f) any reference to a clause, subclause, paragraph, subparagraph, schedule, annexure or appendix to or of this Contract;
- (g) any heading used herein is used for convenience only and must not be used in the interpretation of this Contract;

- (h) "month" and "year" respectively means calendar month and calendar year; and
- (i) any reference to a legislative provision or a statute is to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, by-laws, proclamations, orders and other authorities or enactments pursuant to the statute.

2. CONTRACTOR'S OBLIGATIONS TO PERFORM THE SERVICE

2.1 Obligation

In consideration for the payment of the Contract Sum set out in clause 4 of Document B - Special Conditions, the Contractor must during the Term perform the Work in accordance with this Contract.

2.2 Contractor's Obligations

2.2.1 The Contractor must:

- (a) execute and complete the Work:
 - (i) in accordance with all Laws pertaining to the Work including, without limitation;
 - (A) the provisions and requirements of the *Work Health & Safety Act 2011* (Qld and Cth) for which, to the extent permitted by Law, the Contractor is solely responsible to meet;
 - (B) the requirements of the *Environmental Protection Act 1994* (Qld) for which, to the extent permitted by Law, the Contractor is solely responsible to meet.
 - (ii) in a regular, skilful and diligent manner;
 - (iii) in a good and workmanlike manner and in accordance with Good Industry Practice.
 - (iv) in accordance with this Contract;
 - (v) in conformity with all reasonable directions and requirements of the Principal pursuant to this Contract; and
 - (vi) in the time specified or if not specified in accordance with a time frame consistent with the Good Industry Practice.
- (b) ensure that its operation of the Network complies with all applicable Laws;
- (c) not do or fail to do anything in the performance of its obligations under this Contract that puts Sanctuary Cove in breach of any applicable Laws; and
- (d) receive instructions only from the Principal and from no other party unless agreed in writing by the Principal.

2.2.2 The Contractor shall:

- (a) consult with the Principal with respect to the Work and any routine scheduled or unscheduled maintenance problems and perform such maintenance in accordance with its wholesale service obligations ;
- (b) ensure that it and its employees, subcontractors and agents comply with the conduct, security, safety and other applicable policies and guidelines of Sanctuary Cove;
- (c) perform breakdown, preventative and replacement maintenance Work as required to ensure the complete and satisfactory conduct of the Work at all time'
- (d) check the status of all monitors, recording devices and indicators of performance of plant and equipment in accordance with the Contract;
- (e) provide a complete and accurate record of all visits, routines, monitoring and checking on the outcome of any repairs or replacements required to be made by the Contractor as part of the Work;
- (f) undertake all checks, adjustments, cleaning, repairs and replacements to monitor the installation of any plant and equipment relevant to the Work in good working order and to supply and replace all components, worn parts, and fittings as required in accordance with the Contract and for the Contract Sum;
- (g) not make any adjustment to the Network which may reduce the durability, performance, user benefits or functional performance of any part of the Network or increase the user or maintenance costs of the Network;
- (h) if required by the Principal meet with the Principal in person on a monthly basis to report on the network's performance and the Work and at other times as reasonably requested by the Principal;
- (i) provide the contact phone and email numbers for the Contractor's relevant personnel during and outside Normal Hours in respect of one or more disciplines necessary to perform the Work;
- (j) ensure that the relevant personnel are appropriately skilled and ready, willing and available to perform the Work whether during or outside Normal Hours at all times through the Term;
- (k) attend call outs and urgent maintenance work outside Normal Hours and to attend to Routine Work and inspection checks during Normal Hours to minimise the needs for call outs outside Normal Hours;
- (l) ensure that all replacement components or Spares are genuine replacement parts to match the existing equipment or Assets or such alternatives as may be proposed or authorised in the Procedures Manual and carry a full supplier's warranty in favour of the Principal, such warranty to be delivered to the Principal;
- (m) keep a Network Log Book in which a copy of all warranty documents and the details of the materials, Spares, parts or Assets to which the warranty

documents apply are filled in, signed and dated, the Network Log Book to be available to the Principal immediately upon request;

- (n) use safety tags and other appropriate safety devices to identify any plant or equipment which is dangerous or out of order when identified by the Contractor and to ensure the plant or equipment is repaired or replaced as expediently as possible in the circumstances;
- (o) Carry out all Work or Works in accordance with the Australian Standards applicable to the telecommunications industry.

2.3 Contractor's Obligations Unaffected

- (a) Subject to the Principal being responsible for costs relating to existing issues in the Network or latent defects in the Network, the Contractor acknowledges and agrees that:
 - (i) the obligations set out in the above subclause 2.2 and any other warranties, obligations and liabilities under the Contract and at Law remain unaffected; and
 - (ii) the Contractor bears and will continue to bear full liability and responsibility for the performance of the Work (unless otherwise advised in writing by the Principal) notwithstanding the involvement of subcontractors (engaged by the Contractor) in the execution of any Work.

2.4 No duty of care or liability imposed on Principal

Subject to the Principal being responsible for costs relating to existing issues in the Network or latent defects in the Network:

- (a) Without limiting any other provision of the Contract, no receipt of nor any review, comment, approval, consent, rejection, permission to use, deemed permission to use, permission to proceed, expression of satisfaction or dissatisfaction, supervision or superintendence or any other direction by or on behalf of the Principal concerning:

- (i) any document or information supplied by the Contractor; or
- (ii) any Work, plant, equipment or materials provided by the Contractor,

nor any failure by the Principal to do any of the above referenced things, will:

- (A) except as expressly stated in the Contract, give rise to any entitlement for the Contractor to recover any additional payment or adjustment to the Contract Sum;
- (B) limit or exclude any obligation or liability of the Contractor (including responsibility for any errors, omissions or non-compliance with the Contract);
- (C) prejudice any of the Principal's rights against the Contractor;

- (D) impose on the Principal any duty of care to the Contractor or any subcontractor or any of their agents or employees (whether in contract or in tort or for strict liability or otherwise);
- (E) result in the Principal assuming any responsibility or liability for the adequacy, quality, compliance or fitness of, or any errors in or omissions from, the Works or any part thereof or other document or information provided by the Contractor; or
- (F) constitute an admission that the Principal or any of its agents or employees have checked any document, information, work, plant, equipment, materials or other things for errors, omissions or compliance with the requirements of the Contract.

2.5 Principal-Supplied Information

- (a) The Contractor agrees that:
 - (i) unless the Principal expressly states otherwise in writing, any Principal-Supplied Information:
 - (A) has been or will be provided only for the Contractor's convenience;
 - (B) has not been and will not be relied upon by the Contractor for any purpose (including entering into the Contract or performing its obligations under the Contract);
 - (ii) the Principal does not:
 - (A) assume any responsibility or duty of care in respect of; or
 - (B) warrant, guarantee or make any representation as to, the Principal-Supplied Information (including its accuracy, completeness or adequacy for the purposes of the Contract);
 - (iii) the Principal will not be liable to the Contractor in contract, tort (including negligence), equity, under statute or otherwise arising from or in connection with the Principal-Supplied Information, the provision of the Principal-Supplied Information or the non-provision of any other information by the Principal;
 - (iv) except as expressly provided by the Contract, the Contractor shall not have any claim arising from or in connection with the inaccuracy, incompleteness, or inadequacy of the Principal-Supplied Information or the non-provision of any other information by the Principal;
 - (v) it has been given an opportunity to conduct any test or carry out any examinations it requires to satisfy itself in respect of the accuracy, completeness or adequacy of any Principal-Supplied

Information (including without limitation relating to any Site conditions); and

- (vi) without prejudice to the above subclauses, it has satisfied itself as to, and taken into account any matter or thing disclosed by, any Principal-Supplied Information relevant to the carrying out of the Work under the Contract.

2.6 Acknowledgment of reliance

- (a) The Contractor acknowledges that the Principal:
 - (i) has in entering into the Contract, relied on each of the warranties, acknowledgements, representations and agreement by the Contractor stated in subclauses 2.1, 2.2, 2.3, 2.4, and 2.5; and
 - (ii) would not have entered into the Contract but for those acknowledgements, representations and agreements.

2.7 Extent of Work

The Contractor must provide comprehensive servicing and maintenance of the Network to the Sanctuary Cove Resort as detailed in the Scope of Work.

2.8 Non-Scheduled Maintenance Work

- (a) After learning of a fault, the Contractor must provide Routine Work (other than Routine Work required to be provided on a 24 hour basis) outside Normal Hours if the fault requires Routine Work to be completed outside of Normal hours.
- (b) The Contractor shall take all reasonable steps to minimise the need for call-outs outside of Normal Hours by inspecting the installation during routine service and test visits regularly during the Normal Hours with the view to effecting any repairs or maintenance during these visits.

2.9 Vandalism

- (a) Subject to the Contractor taking due care to securely store plant, materials and equipment during and following use, the Contractor shall not be responsible for the following in respect of the performance of the Services:
 - (i) acts of vandalism by persons for whom the Contractor is not responsible resulting in the breakdown or damage of equipment, plant, materials or Services provided under this Contract;
 - (ii) acts of negligence, abnormal operation, abuse of plant or equipment by persons for whom the Contractor is not responsible under this Contract or at Law.
- (b) It is the Principal's policy to act quickly in response to acts of vandalism for the urgent removal and/or rectification of damaged areas. The Contractor must notify the Principal of any occurrences of such acts or sign of misuse and abuse during the normal course of work.

- (c) The Principal shall have damage thoroughly assessed and may instruct the Contractor as to the action required to rectify.
- (d) In the event that the Principal reasonably instructs the Contractor under clause 2.9(c) to rectify, the Contractor must act promptly in accordance with the Principal's instructions during Normal Hours at the Principal's cost and subject to the parties agreeing to the scope and price of the work.

2.10 Contractor to Obtain and Comply with Approvals

- (a) Save those Approvals previously procured by the Principal prior to the date of Contact, the Contractor agrees that the Contractor shall apply for, procure and pay all Approvals necessary for the lawful carrying out, completion, occupation or use of the Work under the Contract. The parties agree that they will jointly apply for the Nominated Carrier Declaration.
- (b) The Contractor acknowledges that
 - (i) the Contractor must comply with all Approvals relevant to the Work under the Contract (whether obtained by the Contractor or the Principal;
 - (ii) where due to any design development, or Variation, any modification or amendment is required to any certificate, licence, consent, development permit or other Approvals, the Contractor shall prepare any application for and obtain such modification or amendment;
 - (iii) the Contract Sum has been calculated on the assumption that the conditions and requirements of all Approvals relevant to the Work under the Contract are such that a competent and experienced contractor would have reasonably anticipated those conditions or requirements.

3. CONTRACT PAYMENTS

3.1 Obligation to make payment

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

3.2 Submission of claims

On the last working day of each month, the Contractor will submit to the Principal the following payment claims:

- (a) in respect of Routine Work:
 - (i) for an amount determined by dividing the fixed Contract Sum per annum specified in Item 1, Annexure 2 of Document D by 12 with such amount to be paid monthly in advance;

- (ii) for the value of Variations as determined in accordance with this Contract which have been performed by the Contractor in accordance with the Contract;
- (b) in respect of Additional Work for an amount calculated in accordance with clause 3.6.2 of Document B – Special Conditions for work completed in that month.

3.3 Payment of claims

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

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

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

3.4 Pre-conditions to payment

The Principal is not obliged to pay the Contractor any of the amount of a claim made under clause :

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

3.5 Principal's Right to Deduct Costs, Damages and Expenses

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

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

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

3.6 Effect of Payment

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

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

3.7 Variation(s) Contractor

- (a) The Contractor will not vary the Work except as authorised and agreed by the Principal or authorised in writing and this will constitute a variation to the Contract. The Principal agrees that this does not prevent the Contractor from modifying its standard wholesale offering to Service Providers provided that the change does not result in a material reduction of the standard of services provided over the Network.
- (b) If the Contractor requests a variation for the convenience of the Contractor, the Contractor shall be entitled to neither extra time nor extra money.
- (c) Unless the Principal expressly gives a written direction approving a variation request, the request shall be deemed to be rejected and, except in relation to requests made under clause 3.7(b), the Contractor shall not claim for any costs for any costs or be liable for any costs that result from the delay provided the request for the variation of the Work was reasonably necessary.

3.8 Variation(s) by Principal

- (a) The Principal may, by a written document titled "Variation Order" direct a change to the Work ("**Variation**"), including a direction to:
 - (i) increase, decrease or omit any part of the Work, including a direction to add or omit any Area from the Work;
 - (ii) materially change to the character or quality of any material or Work;
 - (iii) change the levels, lines, positions or dimensions of any part of the Work;
 - (iv) execute Additional Work; and
 - (v) demolish or remove material or Work no longer required by the Principal.
- (b) No direction or approval by the Principal under this Contract will constitute a Variation unless it is given in writing by the Principal and expressly acknowledges that the direction or approval contained therein is a Variation Order.
- (c) Despite any provision of the Contract to the contrary, no variation shall invalidate, or amount to a repudiation of, the Contract.

- (d) The Principal has the right in respect of any decreased or omitted part of the Work to thereafter have the decreased or omitted part of the Work carried out by a person other than the Contractor, at any time throughout the Term.
- (e) The Contractor shall as soon as practicable after receiving a Variation Order:
 - (i) notify the Principal whether the proposed variation can be effected;
 - (ii) if it can be effected, the Contractor's estimate of the cost of the proposed Variation calculated in accordance with the below subclause 3.9 and supported by measurements or other evidence of cost;
 - (iii) the effect which the Contractor anticipates that the proposed Variation will have on the Contractor's performance of its obligations under this Contract.
- (f) The Contractor will not be entitled to any adjustment to the Contract Sum or to any additional cost incurred by the Contractor, for anything the Contractor does or is required to do in order to comply with the above subclause 3.8(e).

3.9 Variation Pricing

- (a) The Contractor shall, as soon as possible but in any case no longer than seven days from receiving a Variation Order, price each Variation that it considers can be effected using the following order of precedence:
 - (i) if any document forming part of the Contract prescribes specific rates or prices, those rates or prices will be used;
 - (ii) to the extent that subparagraph (a)(i) above does not apply, reasonable market rates or prices as determined by the Contractor;
 - (iii) the Contractor's rates or prices in schedule of rates or schedule of prices, to the extent that it is reasonable to use them.
- (b) The order of precedence prescribed under the above clause 3.9(a) shall not apply to Additional Work. For the avoidance of doubt, Additional Work shall be calculated in accordance with clause 3.6 of Document B – Special Conditions.
- (c) The price of each Variation shall be added to or deducted from the Contract Sum.
- (d) Notwithstanding any other provision of this Contract, the Contractor shall not be entitled to any addition to the Contract Sum or to any additional payment of any nature whatsoever (whether pursuant to a claim under the Contract on a quantum merit basis or otherwise), unless the Principal approves the price of each the Variation in writing. If the Principal does not approve the price of the Variation the Contractor has no obligation to undertake the Variation.

3.10 Contractor to Notify

- (a) If the Contractor reasonably considers that a direction from the Principal is not for Work within the Scope of Work, the Contractor will within seven days of receiving the direction and before commencing on the subject matter of the direction:
- (i) give a notice in writing to the Principal that it considers that the direction constitutes or involves a Variation;
 - (ii) submit a written document to the Principal containing details of:
 - (A) the effect which the Contractor anticipates that the proposed Variation will have on the Contractor's performance of its obligations under this Contract;
 - (B) the cost of the proposed Variation, calculated in accordance with subclause 3.9;
 - (C) if applicable, provide evidence and detail that the proposed Variation is either not feasible or will adversely affect the Contractor's performance of the Work.
- (b) If the Contractor does not comply with this clause, the Contractor will not be entitled to any adjustment to the Contract Sum or to any additional payment of any nature whatsoever (whether pursuant to a claim under the Contract on a quantum merit basis or otherwise).

3.11 Right to seek other quotes

The Principal may at its election seek other quotes for the Work comprising the Variation where that Work attracts an additional payment to the Contract Sum.

The Principal is entitled to award this work to third parties at any time before it agrees to include the Work comprising the Variation in the Scope of Work as a Variation.

4. GST

4.1 Definitions

In this clause:

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

4.2 GST Included

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

4.3 Tax Invoice

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

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

4.4 Adjustments

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

4.5 Cooperation

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

4.6 Judgments or Awards

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

5. INSURANCE

5.1 Insurance Requirements

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

All Public Liability insurances taken out under this Contract must contain a principals indemnity clause. All insurance taken out under this Contract must be maintained for the term, extended term and for a period of 3 years thereafter.

All insurance requirements of the Contractor, or such lesser amounts as agreed with the Principal based on the Subcontractor's scope of service, are also required by any Subcontractors. The Contractor is to supply the Principal with Certificates of

currency once a year, such certificates should reference any specific clause requirements (such as principals indemnity clause).

5.2 Public Liability Insurance

A policy in an amount of \$20 million (unless another amount is specified in Document B – Special Conditions of Contract) in respect of any single claim for liability, loss or proceedings. The Contractor indemnifies the Principal in relation to any claim, demand, loss, cost, expense or liability arising out of or in relation to a breach of this clause 5.2.

5.3 Insurance of Employees required by Law

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

5.4 Motor vehicles

A policy as required by the applicable legislation in the State of Queensland for the operation of motor vehicles.

5.5 Equipment

The Contractor must insure and keep insured all equipment and materials used in connection with this Contract.

5.6 Failure to Insure

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

5.7 Verification of Policies

The Contractor must, prior to the Commencement Date and thereafter on request, or on renewal or change of policy produce to the Principal for inspection certificates of currency of insurance required under this Contract.

5.8 Indemnity

Each party (the First Party) indemnifies the other party and will keep the other party indemnified from and against any claim, demand, loss, cost, expense or liability arising out of or in relation to:

- (a) any breach of any Law by the First Party;

- (b) any act or omission of fraud, dishonesty, reckless or wilful misconduct or misrepresentation by the First Party; and/or
- (c) the death of or personal injury to any person, and/or the loss of or damage to any property, arising out of any act or omission of the First Party;

but the indemnity shall be reduced proportionally to the extent that the act or omission of the other party, including but not limited to a failure to mitigate, may have contributed to the injury, death, loss or damage.

5.9 Indemnity claims procedures

If a claim is made by a third party against a party which the party considers to be covered by an indemnity in this clause from the other party, that party must:

- (a) give written notice and full particulars of that claim to the other party as soon as reasonably practicable;
- (b) must not make any admissions, nor compromise or settle that claim without the prior written consent of the other party;
- (c) at the request and expense of the other party, permit the other party to have the carriage of any negotiation or litigation relating to that claim; and
- (d) provide the other party with all reasonable assistance in the resolution or defence of that claim, subject to the other party reimbursing the first party for its reasonable costs in doing so.

5.10 Limitation of liability

- (a) Subject to clause 5.11, each party (the First Party) is not liable to the other party under any circumstances whatsoever in contract, in tort, in equity, by operation of statute or otherwise, for any kind of indirect, incidental, special or consequential damages, loss of opportunity, revenue, profits or anticipated profits suffered or incurred by the other party or any other person arising out of or in connection with this Contract, irrespective of whether the First Party has been notified of the possibility of that potential loss or damage, and whether arising from any breach of contract, statute, tort or otherwise.
- (b) Subject to clause 5.11, the aggregate liability of each party to the other party for costs, losses, expenses and damages suffered or incurred by the other party or any other person as a result of any act, default, omission or breach of the other party under this Contract is limited to an amount equal to the total fees paid or payable by the Principal to the Contractor in the 12 month period commencing on the Commencement Date.

5.11 Exclusions

The limitations and exclusions set out in clause 5.10 do not apply to a party's liability:

- (a) for personal injury or death;
- (b) for negligence; or

- (c) for loss arising from that party's breach of any applicable Law.

5.12 Proportionate reduction

The liability of one party is reduced to the extent that the other party contributed to the death, injury, loss or damage.

6. EMPLOYEES

6.1 General

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

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

and the Contractor must ensure compliance with all statutory provisions and requirements affecting the Work, together with the safe and proper conduct of the Contractor's employees, agents or subcontractors while on or in the vicinity of Sanctuary Cove Resort.

6.2 Information

The Contractor must maintain a list of all current employees or subcontractors engaged in the performance of the Contractor's obligations under this Contract,

together with at least the following information in respect of each such employee or subcontractor:

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

The Contractor must immediately advise the Principal in writing of the termination of an employee involved in the Work. To the extent legally required, the Contractor must provide information about the Contractor's employees or subcontractors to the Principal.

6.3 Warranty as to Information

- (a) The Contractor warrants that it has made itself familiar with all the requirements for the Contract and has thoroughly investigated the Scope of Work. The Contractor warrants it has made full allowance for the Scope of Work and the requirements of the Contract in the Contract Sum.
- (b) The Contractor acknowledges and warrants that:
 - (i) It did not place any reliance upon the completeness, accuracy or adequacy of any Information Documents;
 - (ii) the Contractor visited and inspected the Site and its surroundings;
 - (iii) informed itself to the extent possible during its inspection of the Site as to:
 - (A) the Site and its conditions;
 - (B) the risks, contingencies and other circumstances which might have an effect on the execution of the Work or the cost of executing the Work;
 - (C) the nature of the Work and of the plant, equipment, materials and other items necessary for the execution of the Work and the means of access to and facilities and services at the Site and the means of transport, transport routes and facilities for deliveries to and from the Site;
 - (D) the availability and cost of labour, plant, equipment, materials and other items required (including all relevant industrial conditions and all immigration and emigration procedures and requirements);
 - (E) all applicable Laws, taxes and insurance premiums (including compulsory insurance premiums) in relation to the Work;

- (F) all measures necessary to protect the environment from any adverse effect or damage arising from undertaking the Work;
 - (iv) it entered into this Contract based on its own investigations, interpretations, deductions, information and determinations;
 - (v) subject to the Transition In plan and additional cost items in the annexures in Document D, it satisfied itself as to the correctness and sufficiency of its price for the Work and that the Contract Sum covers the cost of complying with all of its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of its obligations under the Contract;
 - (vi) obtained all appropriate professional and technical advice with respect to the matters referred to in this clause 6.3;
 - (vii) it accepts that any failure by the Contractor to have done any of those things referenced in this clause 6.3 will not relieve the Contractor of its obligation to perform the Work in accordance with the Contract;
 - (viii) it is aware that the Principal entered into the Contract relying upon the acknowledgements, warranties and deemed matters in this clause 6.3 and that the Principal would not have entered into the Contract but for those acknowledgements, warranties and matters; and
 - (ix) the Contractor will ensure that all subcontractors similarly acknowledge that they have placed no reliance on the completeness, accuracy or adequacy of any Information Documents.
- (c) To the extent permitted by law, the Principal is not liable to the Contractor upon any claim arising out of or in any way in connection with:
- (i) any error in or omission from any Information Documents;
 - (ii) any use of or reliance upon any Information Documents by the Contractor or by any other person;
 - (iii) the Contractor encountering conditions at the Site or its surroundings (including Site conditions) which differ from:
 - (A) the conditions shown in or indicated by the Information Documents; or
 - (B) the conditions which the Contractor assumed to exist; or
 - (iv) any other fact, matter or thing arising out of or in any way in connection with any Information Documents.

6.4 Contractor's Supervisor and Representative

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

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

The Contractor must allocate an account manager who is available by telephone for the Principal to contact and to meet on a monthly basis. For other contact and to report incidents or service requests the Principal may contact the Contractor's helpdesk.

6.5 Principal's Rights

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

7. SAFETY

7.1 General

With regard to any construction work performed by the Contractor or its subcontractors:

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

- (a) provide adequate warning of any traffic or pedestrian hazard resulting from, or contributed to, by any activity on the part of its employees or subcontractors;
- (b) ensure that all equipment used in the performance of the Work under this Contract is properly and adequately maintained, authorised by government when applicable by Law and safely stored whilst not in use in such a manner as to prevent access to such equipment by unauthorised persons;
- (c) must erect adequate temporary warning signage at all points of access or at any point of risk;
- (d) must provide necessary barriers and protective structures where required; and
- (e) avoid unnecessary interference with the passage of people and vehicles.

7.2 Site Safety Plan

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

7.3 Site Safety Instructions

With regard to any construction work performed by the Contractor or its subcontractors:

- (a) The Contractor must at all times exercise all necessary precautions for the health and safety of all persons on the Site and the public.
- (b) The Contractor must comply with all Laws and with all directions by the Principal in relation to safety matters.
- (c) The Contractor must ensure that its Site personnel comply with all safety procedures and requirements which apply to the Site. The Contractor must comply with the Principal's Contractor Safety Management policy which shall be furnished to the Contractor no later than the commencement of the contract Term.
- (d) If the Contractor fails to comply with any safety procedure, direction or requirement applying to the Site at the time, the Principal may issue a written notice requiring the Contractor to remedy the default within 24 hours of receipt of such notice or such lesser time as the Principal deems necessary at its sole discretion. If the Contractor fails to remedy the default within the time specified in the notice then the Principal at its sole option, may without prejudice to its other legal rights:
 - (i) Remedy the Contractor's default and the cost of that work must be a debt due to the Principal by the Contractor which may be deducted by the Principal from any such monies due or which may become due to the Contractor under the Contract; or
 - (ii) Determine forthwith the engagement of the Contractor hereunder by notice in writing to the Contractor.
- (e) The Contractor must, to the extent permitted by law, be the responsible party for and comply with all of the provisions of the *Work Health and Safety Act 2011* (Qld and Cth) and must pay all costs, fees, levies and taxes payable pursuant to its provisions.
- (f) The Contractor will be liable for and indemnifies the Principal, its employees, agents and contractors from and against all claims, proceedings, costs, expenses, losses, damages and liabilities whatsoever arising out of or in connection with either:

- (i) a failure by the Contractor to comply with any safety procedure, direction or requirement whatsoever applying to the Site at any time as provided for by this Contract; or
 - (ii) any breach of or failure to comply with the *Work Health and Safety Act 2011* (Qld and Cth) or the regulations thereto arising as a result of the performance of the Work.
- (g) The Contractor must nominate or have nominated a competent Health and Safety Representative to resolve any matter of safety relevant to the activities of the Contractor on the Site.

The Health and Safety Representative must attend safety meetings, safety inspections and lectures in compliance with the provisions of the *Work Health and Safety Act 2011* (Qld and Cth), and must be responsible for recording and reporting to the Principal safety information required by the Principal.

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

- (h) The Contractor must ensure that its personnel are adequately trained and instructed in the safe and correct usage, handling and operation of plant and equipment relevant to the tasks to which they have been assigned and that at no time will they be directed or expected to undertake any work or activity which might be detrimental to the safety, health or welfare of themselves or others on the Site.
- (i) In addition to any relevant Laws and Australian Standards and other provisions of this Contract, the Contractor must:
 - (i) provide plant and equipment which is adequately equipped, guarded, protected, approved and serviced on a regular basis in accordance with relevant Laws so as to maintain the highest safety protection to its personnel, members of the public and other persons on the Site. The Contractor, at its cost, must remove immediately from the Site any plant or equipment which may be defective or inadequate for the Work for which it is required;
 - (ii) ensure that each employee or subcontractor receives general safety induction in respect to the *Work Health and Safety Act 2011* (Qld and Cth) and in accordance with the Principal's Contractor Safety Management policy;
 - (iii) ensure that its employees carry identification that they have undergone general safety induction training;
 - (iv) where required by relevant Laws, ensure that its employees and subcontractors attend specific safety induction training sessions before commencing Work on the Site;

- (v) if required by the Principal or considered necessary by the Contractor, arrange for its employees or subcontractors to attend re-induction programs;
 - (vi) take all reasonable precautions against fire and against any damage to glass and ceramic tiles. produce suitable documentation on the methods of work to be adopted and/or the design and service records of plant and equipment.
- (j) If any of the Contractor's personnel are involved in an accident that is required to be notified to a statutory authority, the Contractor must forward those notices in accordance with the requirements of relevant Laws and a copy thereof to the Principal within the statutory time periods required by the relevant authorities.
- (k) Compliance by the Contractor with this clause, including any information, procedures, directions and requirements referred to herein, must not entitle the Contractor to claim an adjustment to the Contract Sum.
- (l) Without limiting the requirements of relevant Laws pertaining to hazardous substances, prior to bringing any substance onto the Site whether for incorporation into the Work or other use, the Contractor must provide the Principal with a materials safety data sheet and must obtain the Principal's approval and all approvals required by relevant Laws for the use or incorporation of the substance.
- (i) Material safety data sheets must be provided for substances which could constitute a health or safety risk.
 - (ii) The Principal may reject any material safety data sheet which does not provide adequate information to make an assessment of the health or safety risk of the substance.
 - (iii) The Principal must be under no obligation to approve the use of any particular substance, unless the parties have expressly agreed in writing in the Contract that the particular substance must be used for the purposes of the Work.
 - (iv) Notwithstanding the Principal's approval for the use or incorporation of a substance, the Contractor must remain wholly responsible and liable for the Work.
 - (v) Provided that the Principal has acted reasonably, its failure or refusal to approve of any substance for use or incorporation into the Work must not entitle the Contractor to claim any costs, loss, expenses or damages for delay, disruption, breach of contract, or in tort, including for negligence, misrepresentation or otherwise, or to claim on any other basis whatsoever whether arising out of or under the Contract, or otherwise.
- (m) The Contractor must at all times observe and comply with the provisions of the *Work Health and Safety Act 2011* (Qld and Cth) and regulations and all directions given by the Principal including without being limited to the following:

- (i) the Contractor must ensure that each of its employees must wear safety footwear, safety goggles/glasses and safety helmets as required;
- (ii) work areas must be kept clean and tidy with rubbish and other safety hazards cleaned up promptly. Disposal of rubbish is the Contractor's responsibility and the cost of off Site disposal is deemed included in the Contract Sum. Fire hazards such as refuse, oily rags and flammable materials must be eliminated by prompt removal or other corrective action;
- (iii) adequate fire protection must be provided as necessary;
- (iv) personnel are required to wear approved eye protection whilst performing operations that can cause eye injury;
- (v) no machinery hand tools or any other type of equipment are to be operated without effective guards;
- (vi) the Contractor will be required to modify, guard or remove any plant or equipment which does not meet the Principal's safety requirements, and/or relevant Laws;
- (vii) No explosives or radioactive materials of any sort may be stored on the Site;
- (viii) all equipment such as front-end loaders, bulldozers and backhoes are to have their bucket or blade lowered when not in use;
- (ix) trenches and excavations must be adequately marked, barricaded, shored and/or strutted before personnel are allowed access. Safety access must be provided in all excavations;
- (x) where petrol or diesel powered equipment is used on Site with the approval of the Principal, fuel must be stored only in satisfactory metal safety containers approved by the Principal;
- (xi) electric leads must not be over extended and must be switched off at the point of power supply and removed when not in use. Leads must be supported clear of floors by use of stands or other suitable means at least two metres above floor level;
- (xii) explosives must not be used without the express written permission of the Principal;
- (xiii) all scaffold, working platforms and ladders are to be provided by the Contractor for the safe conduct of their Work and their use conform to relevant laws. The Principal will not provide tools or equipment for the carrying out of the Work;
- (xiv) safety belts must be worn and properly secured at heights where no other form of protection is available;
- (xv) personnel required to perform Work of a restrictive nature are required to hold the necessary Certificate of Competency or other certificate as required by the relevant statutory authority;

- (xvi) all plant and equipment is to conform to relevant Laws;
- (xvii) protruding reinforcing steel must be bent over or guarded to prevent injury to persons; and
- (xviii) double adaptors must not be used in any power outlet.

The cost of all goods and/or Work require to comply with this clause is included in the Contract Sum.

7.4 Protection of the Environment

With regard to any construction work performed by the Contractor or its subcontractors:

(a) Hazardous Substances

Notwithstanding any other provision of this Contract, the Contractor must comply with the requirements of clause relating to hazardous substances.

Hazardous substances must be stored in appropriate containers, clearly labelled, and in a place secure against unauthorised access.

The Contractor must dispose of any hazardous substances, any residue from the cleaning of containers and application equipment, and their containers properly in accordance with manufacturers recommendations, and away from the Sanctuary Cove Resort.

(b) General Waste

The Contractor must dispose of any waste outside of Sanctuary Cove Resort unless authorised to the contrary by:

- (i) the Contract; or
- (ii) the Principal in writing.

The Contractor must comply with all requirements of any relevant authority concerned with the disposal of waste.

Unless otherwise provided for during the course of the Work all waste materials produced by demolition will be the responsibility of the Contractor and must be removed from Sanctuary Cove Resort by the Contractor. The Contractor does not have right of salvage of any sound materials or equipment recovered from demolition work required under this Contract.

(c) Carrying Materials

Any materials to be carried by the Contractor within the Sanctuary Cove Resort must be loaded in a manner that will prevent the dropping of the materials.

The Contractor must keep the exterior of vehicles free of dirt and other unsuitable materials that may drop to the ground.

(d) Water

The Contractor must use/conserves water subject to any or all Gold Coast City Council, or any other relevant Statutory Authority restrictions in force at the time.

The Contractor must ensure that run-off water is properly collected and drained.

(e) Fires

The Contractor may not light fires in Sanctuary Cove Resort without the Principal's prior written permission. If the Contractor breaches this term the Principal may terminate the Contract.

(f) Plants

The Contractor may not destroy or remove any tree, shrub or landscaping without the Principal's prior written permission and must make good any damage it causes.

(g) Generally

The Contractor must not itself breach nor cause the Principal or Sanctuary Cove Resort to be in breach of any environmental law including the provisions of the *Environmental Protection Act 1994* (Qld).

In particular and without limiting the above, the Contractor must not cause or allow to be caused any material environmental harm or serious environmental harm and must adopt best practice environmental management in carrying on and carrying out the Work.

In the event of any breach of any environmental law, the Contractor must immediately give notice of such breach and full particulars to the Principal. Such notification must be given without prejudice to the Principal's rights or remedies arising out of such breach.

Terms used in this clause must, where applicable, have the same meaning as set forth in the *Environmental Protection Act 1994* (Qld).

In the event any licence, environmental management program or other authorisation of whatever nature or kind is issued in relation to the Area and has conditions or requirements which impact on the Work then the Contractor must ensure compliance with such conditions or requirements.

8. CONTRACT CONDITIONS**8.1 Default by the Contractor**

The Principal may terminate this Contract by giving a Termination Notice, specifying the effective date of termination, to the Contractor if any of the following events occur,

- (a) suspension without reasonable cause of the performance of the Work under the Contract (or any part of it) and the Contractor has failed to rectify the event within 14 days of a Notice from the Principal;

- (b) failure to proceed with the Work under the Contract in a competent manner and the Contractor has failed to rectify the event within 14 days of a Notice from the Principal;
- (c) failure to proceed with the Work under the Contract regularly and diligently the Contractor has failed to rectify the event within 14 days of a Notice from the Principal;
- (d) failure to carry out the Work under the Contract in a timely manner in accordance with the specific requirements contained in Document B – Special Conditions the Contractor has failed to rectify the event within 14 days of a Notice from the Principal.
- (e) failing to provide evidence of insurance in breach of clause 5 the Contractor has failed to do so within 14 days of a Notice from the Principal;
- (f) failing to comply with a reasonable direction or instruction of the Principal that is in accordance with the Contract the Contractor has failed to rectify the event within 14 days of a Notice from the Principal;
- (g) breaching a nonremedial warranty the Contractor has failed to rectify the event within 14 days of a Notice from the Principal;
- (h) if the Contractor breaches any provision of this Contract and fails to remedy the breach within 30 days after receiving notice requiring it to do so;
- (i) if the Network Availability Rebates (as specified in Annexure 3 of Document D) of 50% or more is applicable for any three (3) months within a six (6) month period;
- (j) if the Contractor breaches a material term of this Contract where that breach is not capable of being remedied;
- (k) if within four (4) months of the Commencement Date the Contractor does not obtain a Nominated Carrier Declaration in respect of the Network in accordance with the *Telecommunications Act 1997* (Cth) and the Principal is not responsible for or added to any delay through its actions or inactions.

("Termination Events")

8.2 Notice to remedy breach

If any of the Termination Events occur, the Principal must, prior to issuing a Termination Notice, give a notice to the Contractor to remedy the event that may give rise to termination.

8.3 Requirements of a Notice by the Principal to remedy a breach

A notice to remedy a breach under clause 8.2 will:

- (a) state that it is a notice under clause 8.2 of the Contract;
- (b) specify the alleged substantial breach;

- (c) require the Contractor to remedy the alleged substantial breach or explain in writing why the Principal should not exercise a right referred to in clauses 8.1 or 8.4;
- (d) specify the time and date by which the Contractor must remedy the alleged substantial breach or explain why the Principal should not terminate the Contract (which time will not be less than 14 days after the notice is given to the Contractor).

8.4 **Rights of the Principal**

If by the time specified in a notice under clause 8.2, the Contractor fails to remedy the alleged substantial breach or explain why the Principal should not terminate the Contract, the Principal may by written notice to the Contractor:

- (a) take out of the hands of the Contractor, the whole or part of the Work remaining to be completed; or
- (b) terminate the Contract by issuing a Termination Notice specifying the effective date of termination.

Upon giving a notice under clause 8.4(b), the Principal may suspend payments to the Contractor.

If the Principal exercises the right under clause 8.4(a), the Contractor will not be entitled to any further payment in respect of the Work taken out of the hands of the Contractor except for Work already performed, unless a payment becomes due to the Contractor under clause 8.8.

Nothing in this clause will prejudice the right of the parties to recover damages or exercise any other right for a breach of contract by the other party or for the other party's repudiation of the Contract.

8.5 **Urgently stepping in**

Notwithstanding any other provision of this Contract, the Principal may immediately and without notice, take the whole or part of the Work out of the hands of the Contractor without giving any prior notice or warning if the Principal on reasonable grounds considers the Work is essential for the safety or security of person or property or the health of any person.

8.6 **Procedure when the Principal takes over Work**

If the Principal takes that part of the Work out of the hands of the Contractor under clause 8.4(a), the Principal will complete that part of the Work.

8.7 **Principal's rights to recover possession**

If any goods, materials, plant, equipment, documents or other things owned by the Principal ("**Principal's Things**") are in the possession of the Contractor at a location other than the Areas, the Contractor must deliver up the Principal's Things to the Area immediately upon notification that the Principal:

- (a) has exercised a right under clause 8.4; or
- (b) has terminated the Contract under clause 8.1, 8.8, and 8.9; or

- (c) has otherwise terminated the Contract at law.

8.8 Termination by the Principal for convenience

Notwithstanding any other provision contained in the Contract, the Principal may, without cause and in its absolute discretion, terminate the Contract at any time for any reason including but not limited to the winding up of the Principal, by issuing a Termination Notice specifying the effective date of termination, which shall not be less than 3 months from the date the notice is provided to the Contractor. In the event of such termination, the Contractor will only be entitled to recover from the Principal the percentage of the Contract Sum equal to the percentage of the Work that the Principal reasonably determines has been completed as of the date of termination, any unavoidable costs reasonably incurred by the Contractor in relation to the Contract, including but not limited to agreements or obligations entered into by the Contractor in reliance on the Contract that cannot be cancelled or assigned without penalty.

The Contractor will not be entitled to any other compensation as a result of the termination.

In the event of termination under this clause, the parties agree that they will use all reasonable endeavours to assign, novate or transfer any relevant agreements from the Contractor to the Principal or its nominee, including contracts for the provision of backhaul services.

8.9 Termination for Insolvency

If either party suffers an Event of Insolvency as defined in this clause, then the other party may forthwith by written notice addressed to the insolvent party, proceed in accordance with clause 8.4(a) or 8.4(b), at its option.

For the purposes of this clause "**Event of Insolvency**" means the occurrence of any of the following:

- (a) a party informing the other party in writing or creditors generally that the party is insolvent;
- (b) a party committing an act of bankruptcy;
- (c) a bankruptcy petition being presented against a party;
- (d) a party being made bankrupt;
- (e) a meeting of creditors of the a party r being called with a view to:
 - (i) entering a scheme of arrangement or composition with creditors;
or
 - (ii) placing the party under external administration;
- (f) a party entering a scheme of arrangement or composition with creditors;
- (g) a party being placed under external administration;
- (h) a receiver of the property or part of the property of a party being appointed;

- (i) an application being made to a court for the winding up of a party and not being stayed within 14 days; and/or
- (j) execution being levied against a party by creditors, debenture holders or trustees or under a floating charge.

8.10 Suspension or Termination by Contractor

The Contractor may suspend services or terminate the Contract on 14 days' Notice to the Principal if:

- (a) the Principal fails to make payments when due;
- (b) interferes with the Contractor's ability to operate the Network, undertake the Works or provide services to Service Providers and does not cease its interference within 14 days of receiving Notice from the Contractor explaining the issue and asking the Contractor to cease or remove the interference;
- (c) a change of Law or supply materially affects the Contractors ability to operate the Network or provide services over the Network.

9. SUBCONTRACTING

9.1 Contractor responsible for Subcontractor

The Contractor may subcontract Works under the Contract, however, the Principal's agreement to allow the Contractor to subcontract does not relieve the Contractor of any of the Contractor's responsibilities or obligations under the Contract.

The Contractor is liable to the Principal for the actions, omissions, defaults and neglect of any subcontractors or any persons they employ as fully as if they were the Contractor's actions, omissions, defaults or neglect.

9.2 Warranties from Subcontractors

The Contractor must assign to the Principal the benefit of all warranties obtained by the Contractor from subcontractors and from manufacturers and suppliers of plant, equipment, materials, Spares and other items incorporated into the Works where such warranties continue to operate beyond the expiration of any defects liability period. These warranties must be such that they can be directly enforced by the Principal against the parties giving the warranties. The warranties and documents evidencing the assignment of rights must be delivered to the Principal at the times required by the Contract, and if no time is stated, then at the Principal request.

10. OPERATIONAL REQUIREMENTS

10.1 Confidential Information.

- (a) The Contractor must not, nor must any person employed or engaged by the Contractor (including, without limitation any officers, employees and subcontractors of the Contractor), disclose or discuss with any other person any information in relation to:

- (i) the terms of this Contract;
- (ii) the Work; or
- (iii) any other document or information relating to the Work,

without the prior written consent of the Principal, except to the extent that the disclosure was already in the public domain other than by a breach of this Contract or by breach of an obligation of confidentiality imposed otherwise than by this Contract or the disclosure is required:

- (A) by Law; or
 - (B) for the Contractor to perform its obligations under this Contract.
- (b) The obligations of confidentiality contained in this clause 10.1 survives the termination of the Contract.

10.2 Access

- (a) The Contractor and each of its employees, subcontractors and suppliers must comply with any directions regarding access properly given by Sanctuary Cove Security officers, the Principal and/or its servants. This may include a requirement to comply with use of security code or security mechanism including without limitation a biometrics system.
- (b) The Contractor must ensure all its employees and subcontractors undertake site induction as a conditions of entry onto the Site prior to commencement of Work and thereafter as reasonably required by the Principal.
- (c) The Contractor must ensure all its employees, agents and subcontractors comply with all procedures, policies or rules adopted from time to time by the Principal in connection with the Site.
- (d) Subject to Principal being able to procure lawful entry, the Contractor shall have the right of access to the Areas for the sole purpose of the performance of the Work under the Contract only and may only enter the Area in accordance with directions given by the Principal and/or Sanctuary Cove Security staff.
- (e) The Contractor must comply with all relevant requirements in respect to access, use of tools, security, maintenance and continuity of operation of existing Work (with special reference to electricity supply and other essential Work) during a normal working period.
- (f) Access to secured areas must be by the accompaniment of the Principal and/or Sanctuary Cove Security staff by prior arrangement with the Principal where necessary. The Contractor will be responsible for the safety and security of areas under his charge and will be liable for any loss and/or damage within the area under his charge.
- (g) The Contractor acknowledges that any right of access granted to it under this Contract does not confer a right of exclusive possession.

- (h) Without limiting any other provision in this Contract, the Contractor acknowledges that it must:
- (i) execute the Work in such a manner so as to interfere to the least extent reasonably possible with the use of the Site by Sanctuary Cove Residents;
 - (ii) promptly reinstate any soil or other disturbances created during the course of undertaking the work and restore any such disturbance to an equivalent standard prior to the Contractor exercising its right under this Contract at its sole cost; and
 - (iii) repair any damage suffered or incurred by any person as a result of the Contractor exercising its access rights under this at the Contractor's sole cost.
- (i) Fixed telephones must not be used within the Site except for public phones and in Contractors stores area.
- (j) The Contractor may not deliver any materials to any place in Sanctuary Cove Resort other than:
- (i) the part of the Site in which the materials are to be used, providing that use is imminent and has prior approval of the Principal;
 - (ii) the delivery area as nominated by the Principal.

10.3 Operation of Motor Vehicles and Parking

All parties must adhere to traffic signs and speed regulations and applicable body corporate by-laws (including without limitation, by the Primary Thoroughfare By-Laws and the Residential Zone Activities By-laws as defined in the Act). The provisions of the *Transport Operations (Road Use Management) Act 1995 (Qld)*, related regulations and signed speed limits apply to all areas within the Sanctuary Cove Resort.

The Sanctuary Cove Resort is regularly patrolled by the Queensland Police and by the Sanctuary Cove Security officers, and all traffic regulations will be vigorously enforced. In particular, the Contractor must not allow the transporting of personnel anywhere on Site in utility trays, trailers or on any part of a vehicle not designed for passenger seating.

Vehicles not obeying traffic regulations may at the sole discretion of the Principal be banned from entering the Sanctuary Cove Resort.

Only registered and roadworthy vehicles will be permitted to operate upon the public and private thoroughfares. Such vehicles must be operated by suitable licensed operators only.

Vehicles operated by the Contractor will remain within the Areas as designated by the Principal and entry into other Residential or Commercial areas will not be permitted.

The Principal may revoke the parking permission and or access to Sanctuary Cove Resort for all or any of the employees and subcontractors permanently or for any period of time.

The Principal does not warrant the availability of parking on Site but will do its best to ensure that suitable parking will be provided to the Contractor to assist the Contractor's provision of services. The Principal is not responsible for damage or loss, however caused, of the Contractors', its employees and subcontractors vehicles during parking, from the use of carpark facilities, or while in use in the Sites.

10.4 **Security**

The Contractor and Contractor's employees, subcontractors, suppliers and other persons for whom the Contractor is responsible must comply with the security regulations of the Sanctuary Cove Resort. No unauthorised access will be permitted within the Residential or Commercial areas. The Contractor must familiarise itself fully with the extent of these regulations.

The Contractor and its employees must ensure that all windows are shut and fastened and that all doors are closed, and if found locked, re-locked when leaving buildings on Site.

When keys are supplied to the Contractor, the Contractor must be responsible for safeguarding the keys in a manner satisfactory to the Principal and whenever so required must return the keys to the Principal and/or Security. The Contractor must not permit additional keys to be cut without the prior written consent of the Principal. Any loss of keys must be reported to the Principal forthwith following the loss. The cost of replacing lost keys will be paid by the Contractor upon demand by the Principal.

The Principal is responsible for the physical security of the Network.

10.5 **Activities and Work by Others**

In conjunction with the Principal the Contractor must take all reasonable precautions and co-ordinate the performance of its Work to ensure that the activities of others within Sanctuary Cove Resort are not interrupted.

The Principal at its sole discretion may decide to undertake other Work within the Areas in which the Contractor is performing the Work associated with the Contract. These Works may include but not necessarily be limited to the following:

- (a) Supply and installation of electrical cable and lighting;
- (b) Building construction or refurbishment;
- (c) Plumbing and Drainage Works;
- (d) Construction and maintenance of paved roadways;
- (e) The Principal, where possible, must aim to provide a minimum of twenty-four (24) hours notice to the Contractor of other Works in the Areas. The Contractor is responsible for fully coordinating with all other Contractors during the course of the Work. Claims for delays or additional costs due to any lack of co-ordination by the Contractor will not be accepted and the Contractor agrees no such claims must be made or be payable.

The Contractor has provided in the Contract Sum for the precautions and co-ordination and for the effects that may be caused by the above together with the

normal activities of the residents, members of the public, Statutory Authorities and other contractors operating in the Areas.

10.6 **Principal's Approval**

Amendments, modifications, re-programming to any equipment, building fabric or any other part or element of the Sites must not be undertaken by the Contractor without the prior written approval of the Principal.

10.7 **Materials and Equipment**

The Contractor warrants all workmanship provided under this Contract for the periods nominated such warranty to be included in the Contract Sum. To the extent possible, the Contractor will pass through manufacturer's warranties to the Principal.

The Principal will not be responsible for any loss or damage howsoever arising to the equipment or materials of the Contractor, or to any property or articles belonging to the Contractor. This must be at the sole risk of the Contractor. This does not diminish the Principal's responsibility for the physical Network.

Should the Contractor or its employees be permitted to use any equipment belonging to or provided by the Principal, then such use must be on the express condition that no warranty or other liability on the part of the Principal will be created or implied as to the condition or suitability of the equipment and the equipment must be used solely at the risk of the Contractor. The Contractor is to satisfy itself of the standard, suitability, and safety of such equipment.

The Contractor must keep the Contractor's vehicles and equipment maintained in good condition and in a clean and tidy state at all times.

The issue of any such direction by the Principal must not relieve the Contractor of any responsibilities under this Contract or constitute a basis for claim for additional costs.

The Contractor will be responsible for the maintenance of records regarding the maintenance and repairs to all plant and equipment and must be satisfied that the plant and equipment is in proper working order before using it on Site. These records are to be made available if requested by the Principal.

10.8 **Site Facilities**

The Principal will if reasonably required supply items, Work or facilities to assist the Contractor in the performance of its duties, including but not limited to.

- (a) Space for service shop area sufficient for minor and incidental Work only;
- (b) Lunch room area c/w facilities;
- (c) Use of telephone service (local calls);
- (d) Use of facsimile (local calls and messages);
- (e) Storage area;
- (f) Refuse/waste bins and their collection.

If the facilities referenced herein are provided to the Contractor, the Contractor's employees, agents or subcontractors must not use the facilities for any purpose other than the performance of the Works under this Contract without the prior written approval of the Principal.

The Contractor must be responsible for keeping those facilities provided in a neat, tidy and well maintained condition to the satisfaction of the Principal. All costs associated with the use of these facilities including electricity and maintenance are to be the Contractor's sole responsibility. Costs incurred in this regard must be paid within fourteen (14) days of an account being rendered.

10.9 **Cleaning and Repairs**

The Contractor must progressively clean fittings, fixtures, equipment and other surfaces which may become soiled and remove all plant, equipment, excess materials, rubbish, debris and other waste on completion of its activities. The Work must be left clean and tidy ready for immediate use or occupation.

Any damage within the Site including blockages to existing drains or other Works that occur as a result of the Contractor's improper treatment of waste materials or any other actions must be removed by the Contractor and any necessary repairs will be made at the Contractor's expense.

Should the Contractor fail to meet its obligations in this regard within one (1) working day or sooner should the circumstances dictate then the Principal reserves the right to employ others to undertake these Works and charge the Contractor accordingly.

10.10 **No Signs**

Signs may not be erected by the Contractor within Sanctuary Cove Resort without the written permission of the Principal unless specifically required under this Contract or by legislative requirement.

10.11 **Protection and Making Good**

With regard to any construction work performed by the Contractor or its subcontractors:

(a) **Generally**

The Contractor must take effective measures for the protection and safety of persons and property and avoid injury, loss or damage to them while the Contractor is carrying out the Work.

Notice of damage caused by others to the Work or Assets associated with the Contract must be submitted to the Principal within forty eight (48) hours of the damage being observed and must include the extent of the damage, the date on which such damage occurred (if known) and the initiator of the damage (if known).

(b) **Protection of Adjacent Structures**

The Contractor must protect all adjacent structures against damage due to the undertaking of Work associated with the Contract.

(c) **Protection of Works**

The Contractor is responsible for the cost of Reinstatement.

In the event the Contractor seeks to undertake the Reinstatement, then it may only do so with the prior approval of the Principal and after satisfying the Principal that the personnel or subcontractor proposed by the Contractor to perform the Reinstatement has satisfactory expertise, experience and skill to perform the Reinstatement to the Principal's satisfaction.

In the case of emergency, the Contractor must carry out remedial or protective work immediately to prevent injury to any person or loss or damage to property, and inform the Principal as soon as possible thereafter.

10.12 Site Services

With regard to any construction work performed by the Contractor or its subcontractors:

- (a) The Contractor is required, prior to undertaking any Work, to:
 - (i) identify and confirm the line, location and level of all services running in, through, under or above or servicing the Site and any adjoining or adjacent land to the Site ("Site Services");
 - (ii) enter into and be responsible for concluding all arrangements with the Services Providers to use such services as are necessary for the Contractor to undertake and complete the Works;
 - (iii) allow for any temporary Site Services connections, if required, and after Normal Hours work as a consequence of complying with the requirements of this clause 10.12; and
 - (iv) obtain the Principal's approval for the Work affecting the Site Service if any of the Work will affect in any way (including turning off or reducing capacity) a Site Service.
- (b) The Contractor must ensure that Site Services connections to all operational buildings, residential properties or facilities (including mains connections) are maintained throughout the Work unless otherwise advised in writing by the Principal.
- (c) If the Contractor's use of any services adversely impacts on the Principal's ability to use or have use of the full or any capacity of any Site Services, then the Contractor shall:
 - (i) immediately stop using such service(s); and
 - (ii) at the Contractor's cost, implement alternative arrangements regarding its use of the service(s) to remove the adverse impact and to allow the Contractor to continue to undertake and complete the Work.
- (d) The Contractor acknowledges that (unless expressly provided otherwise in the Contract) in undertaking the Work it is responsible for, and assumes all risk of, all increased costs, including time related costs, and any damage, expense, loss or other liability or delay it suffers or incurs arising out of or as a consequence of:

- (i) the location, capacity, physical condition and characteristics of the Site Services; and/or
- (ii) any failure, reduction in capacity or reduction in physical condition of the Site Services whilst the Contractor is undertaking the Work.

10.13 Intellectual Property

- (a) Intellectual Property owned or licensed by either party at the Commencement Date or subsequently acquired or created by a party is not transferred to the other party except as provided by this Contract or by written agreement.
- (b) All Data and Intellectual Property in the Data remain the property of the Principal and must not be used by the Contractor for any other purpose other than in the performance of the Work pursuant to the terms of this Contract. The Contractor must ensure that any person who receives copies of the Data (including subcontractors) must not use or copy the Data other than for the purpose of completing the Work.
- (c) The Contractor licenses to the Principal by way of an exclusive irrevocable licence, the right to use the Contractor's Intellectual Property in respect of anything done or created by the Contractor, or any subcontractor, in the carrying out of the Works and the Contractor acknowledges that it must not remove, time limit, restrict the use of or modification of any Data that would prevent the functioning of the Network during or after the Term.
- (d) The Contractor is permitted to use, reproduce, copy or adapt the Data for its performance of the Work but not for any other purpose or other act in breach of copyright.
- (e) The Contractor may not manufacture, sell, hire or otherwise exploit a product or process or to provide a service or to license a third party to do these things in respect of the Data or Intellectual Property in the Data. At the completion of the Contract all materials containing the Data must be returned to the Principal.
- (f) The Contractor warrants that any design, material, document and method of working, provided by the Contractor or any subcontractor, shall not infringe any third party's intellectual property right.
- (g) The Principal warrants that the Data, the Network and any other material or thing it provides to the Contractor shall not infringe any third party's intellectual property right.
- (h) The parties will respect and not infringe third party Intellectual Property rights, including licensed Intellectual Property that is used in performing obligations under this Contract.
- (i) This clause 10.13 will survive the expiration, completion of the Works, termination or frustration of the Contract.

11. ADMINISTRATION

11.1 Execution and Completion of Work

The Contractor must:

- (a) be responsible for executing and completing the Work in accordance with these conditions, the specifications, drawings (if any) and any other documents issued under the Contract and in accordance with this Contract;
- (b) be liable for any loss or damage caused by the Contractor, its employees or agents except loss or damage arising from by any negligent act or omission or default of the Principal, its employees, agents or contractors;
- (c) be responsible for making good any damage caused by the Contractor;
- (d) comply with all relevant authorities having jurisdiction over the Work and legislative requirements including, without limitation:
 - (i) *Telecommunications Act 1997* (Cth);
 - (ii) any Law relating to the protection of the environment; and
 - (iii) *Work Health and Safety Act 2011* (Qld) and *Work Health and Safety Act 2011* Cth), and regulations and codes of practice.
 - (iv) unless otherwise specified pay all fees in connection with the Work under this Contract;
 - (v) give notice and obtain all consents necessary to perform the Work;
 - (vi) unless provided by others and noted herein be responsible for all things, including items not expressly mentioned in the Contract, that are necessary for the complete and satisfactory execution of the Work under this Contract;

11.2 Industrial Relations

- (a) The Contractor, together with the subcontractors who are engaged by the Contractor, will be responsible for their own domestic industrial relations and will ensure that sound industrial relations principles and practices are followed.
- (b) More specifically, the Contractor and its subcontractors shall:
 - (i) use all reasonable endeavours to ensure all employees carrying out the Work under the Contract are employed in accordance with any applicable industrial law, award or agreement;
 - (ii) actively manage and use all reasonable endeavours to avoid disputes or disturbance in industrial relations (provided that without limitation to its obligations under the Contract, the Contractor shall not be obliged under this clause to enter into any agreements with trade unions or other third parties on unreasonable terms even if such entry would avoid any dispute or disturbance);
 - (iii) upon request by the Principal, consult fully with the Principal in connection with any actual or potential industrial dispute or disturbance; and

- (iv) the Contractor shall, in the event of an industrial dispute, ban, limitations of work, disruptive tactics or denial of facilities or services involving its employees or the employees of its subcontractors on the Site or off the Site ("**Industrial Dispute**"):
 - (A) immediately notify the Principal in writing giving full details of the Industrial Dispute;
 - (B) comply with and take all reasonable steps pursuant to any Industrial Disputes procedure applicable to the Work under the Contract;
 - (C) at all times take all reasonable steps to ensure that its employees comply with the provisions of any applicable Industrial Disputes procedure; and
 - (D) ensure as far as practicable that the Work under the Contract continues whilst the appropriate steps are taken to resolve the Industrial Dispute.
- (c) All of the Contractor's costs associated with administration of suitable industrial relations policies, negotiations and settlements are deemed to be included in the Contract Sum.

11.3 **Progress Meetings, Inspections and Reports**

In addition to the monthly meetings referred to in clause 2.2.2 (h), the Principal may call additional regular meetings with the Contractor for the purpose of discussing the progress of the Work associated with the Contract. The Principal must chair the meetings, and has the option to record the minutes and distribute them. The minutes of the meetings must not be instructions to the parties. The Contractor's Representative must attend such meetings or appoint a co-worker that is acceptable to the Principal.

(a) **Adhoc Inspections**

The Principal and the Contractor must carry out joint inspections of the Work, at pre-arranged times at the discretion of the Principal.

(b) **Reports to the Principal**

The Contractor shall provide the Principal reasonable access to the Contractor's electronic monitoring system to enable the Principal to monitor the functionality of the security systems reporting to the extent that the infrastructure provides this capability.

The Contractor shall provide reports to the Principal at the following times:

- (i) weekly for the first three months;
- (ii) after the first three months, monthly for the next six months;
- (iii) after the six month period in (ii) above, every quarter by mutual agreement.

The reports must contain the information specified in Item 5.3, Annexure 5 of Document D.

11.4 **Work likely to cause noise disturbance**

Work which is likely to create noise disturbance in residential or other Areas must require the prior written approval of the Principal including Work during Normal Hours, except in case of emergency.

12. **DISPUTE RESOLUTION**

12.1 **Notice of Dispute**

If a dispute between Principal and the Contractor arises out of or in connection with the Contract, then either party may give to the other party a notice of dispute in writing adequately identifying and providing details of the dispute.

Notwithstanding the existence of a dispute, Principal and the Contractor must continue to perform and comply with the Contract and the Contractor must continue the Work under the Contract.

12.2 **Further steps required before proceedings**

Neither party must commence any litigation in respect of any dispute notified under clause 12.1 until that party has complied with the requirements of this clause and clause 12.3.

Within 7 days after service of a notice of dispute, the parties must confer at least once, to attempt to resolve the dispute, and failing resolution of the dispute, to consider and, if possible, agree on methods of resolving the dispute by other means. At any such conference, each party must be represented by a person having authority to agree to a resolution of the dispute.

In the event that the dispute cannot be so resolved after a further period of 14 days or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may by notice in writing given to the other party refer such dispute to mediation in accordance with clause 12.3.

12.3 **Mediation**

Mediation of the dispute must:

- (a) be conducted at the Gold Coast in accordance with the Rules for the Mediation of Commercial Disputes published by the Institute of Arbitrators and Mediators Australia in force at the date of this Contract;
- (b) be administered by the Institute of Arbitrators and Mediators Australia;
- (c) be at the cost and expense of the parties equally (except that each party must pay its own advisers, consultants and legal fees and expenses) unless the parties otherwise agree;
- (d) take place within 28 days of the date of the written notice referring the dispute to mediation.

Other than to enforce any agreement reached at mediation, the parties must maintain the confidentiality of the mediation.

12.4 Reference to Litigation

If the dispute is not resolved at mediation, either party may by written notice to the other refer the dispute to litigation.

13. ASSIGNMENT

13.1 Assignment or Novation by Principal

- (a) The Principal may at any time assign or novate the Principal's rights and obligations under this Contract to any person.
- (b) The Principal must procure any assignee or novatee to undertake in writing in favour of the Contractor all obligations on the part of the Principal under this Contract as if named in this Contract as the Principal as and from the date of assignment or novation and upon delivery to the Contractor of the written undertaking the Principal must be released from all further obligations under this Contract with effect from the date of assignment or novation (but without prejudice to the rights or obligations arising between the parties prior to the date of assignment or novation).

13.2 Assignment by Contractor

- (a) The Contractor must not assign any of its rights or duties under this Contract without the consent in writing of the Principal (which must not be unreasonably withheld).
- (b) Nothing in the above subclause 13.2(a), nor any deed of collateral warranty, will limit or affect any of the Contractor's obligations or liabilities, or derogate from any rights which the Principal may have against the Contractor, in respect of the subject matter of the collateral warranty or the assigned warranties.

14. JURISDICTION

14.1 Choice of Law

This Contract is governed by and construed in accordance with the laws of Queensland.

14.2 Jurisdiction

Actions, suits or proceedings relating in any way to this Contract may be filed in and determined in a court of competent jurisdiction in Queensland.

14.3 Submission to Jurisdiction

Each party irrevocably submits to the jurisdiction of such court for the purpose of any such action, suit or proceeding in connection with this Contract.

15. FORCE MAJEURE

15.1 Force Majeure Event

- (a) Subject to this clause, neither party is liable for a failure to perform its respective obligations under this Contract to the extent that such failure is caused by a Force Majeure.

15.2 Force Majeure Claim

- (a) The party claiming a Force Majeure must as soon as practicable, give written notice to the other party specifying:
 - (i) the nature of the event;
 - (ii) how that event has affected the party's ability to perform its obligations under this Contract; and
 - (iii) an estimate of the likely duration of the non-performance.
- (b) For the duration of the Force Majeure, the claiming party must take all reasonable steps to remedy or mitigate the effects of the Force Majeure.
- (c) For the duration of the Force Majeure, the claiming party must take all reasonable steps to keep the other party informed of the progress of the Force Majeure on a regular basis, and in any event no longer than every fourteen (14) days, including:
 - (i) the likely duration of the Force Majeure;
 - (ii) the mitigating actions proposed to be taken by the claiming party; and
 - (iii) any other matter which the non-claiming party reasonably requires with respect to the Force Majeure.

15.3 Cessation or abatement of Force Majeure

- (a) As soon as reasonably practicable after the cessation or abatement of the claimed Force Majeure, the claiming party must resume the performance of any obligation under this Contract affected by that Force Majeure.

15.4 Termination

- (a) If, due to a Force Majeure, a party is delayed in the performance of its obligations for more than 60 days, the non-claiming party may terminate this Contract immediately on providing written notice to the other party.

16. MISCELLANEOUS

16.1 Mutual warranties

Each party warrants that:

- (a) it has the power to enter into and perform this Contract;

- (b) it will comply with all Laws in the performance of this Contract;

16.2 Contractor warranties

The Contractor warrants that:

- (a) it will pass, on payment of related valid invoice, clear unencumbered title to all equipment (including fibre, plant, pits etc) that the Principal accepts title and risk in by virtue of the operation of this Contract;
- (b) it is capable of performing the Work in accordance with this Contract and maintain or exceed the Service Levels;
- (c) it will undertake the obligations in this Contract, including the Work with all due care and skill and Good Industry Practice;
- (d) the Service Providers have confirmed with the Contractor that they will be willing and able to supply the Services to the Network; and
- (e) it is able to provide evidence that its standard of network operation and maintenance is of a quality suitable for the carriage of Services from the Service Providers as a minimum.

16.3 Notices

Any notice to be given hereunder must be deemed to be sufficiently given:

- (a) If served personally on the Contractor, or the Contractor's Representative, or on the Principal as the case may be;
- (b) If sent by prepaid post addressed to the person to whom it is necessary or required to be given at the address appearing herein or at his last known place of abode or business, as notified in writing. It is taken to be received 72 hours after posting; or
- (c) If sent by facsimile to the facsimile number herein, or as last notified in writing, and verified by a report of satisfactory transmission by the transmitting machine.
- (d) If sent by email to the email address herein or as last notified in writing.

16.4 Severability

If any provision of this Contract is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, it must be severed from the Contract and the remaining provisions of this Contract must remain in full force.

16.5 Entire Agreement

Each party acknowledges that this Contract contains the whole Contract between the parties, and that it has not relied upon any oral or written representation made to it by the other or its employees or agents, and has made its own independent investigations into all matters relevant to it.

16.6 Changes of Details

Each of the parties must give notice to the other of the change of any address or telephone or facsimile number or email address at the earliest possible opportunity, but in any event within forty-eight (48) hours of such change or acquisition.

16.7 Costs

Each of the parties must pay any costs and expenses incurred by it in connection with this Contract.

16.8 Waiver

No variation, modification or waiver of any provision in this Contract, nor approval to any departure by either party from any such provision, must in any event be of any effect unless the same must be in writing, signed by the parties or (in the case of a waiver) by the party giving it. Any such variation, modification, waiver or approval must be effective only to the extent to, or for which it may be made or given.

16.9 Advice

Notwithstanding, the above clause 15.7 the parties acknowledge and agree that each has received or, in the alternate, has waived the opportunity to receive independent legal and financial advice regarding the terms of this Contract.

16.10 Counterparts

This Contract may be signed or executed in counterparts, with the same effect as if the signatures to, or execution of, each counterpart were on the same instrument.

16.11 Survival

Clauses 3.4, 3.5, 3.6, 4, 5, 6.3, 8.5, 8.7, 8.8, 10.1, 10.13 and 12 of this Document C – General Conditions survive expiration or termination of this Contract.

Document D – Annexures

Contents

Annexure 1	Areas map
Annexure 2	Contract Sum
Annexure 3	Services
Annexure 4	Assets
Annexure 5	Service Levels and Credits
Annexure 6	Glossary

1. ANNEXURE 1 - AREAS MAP

The Area is the entire area of Sanctuary Cove Resort where any part of the Network is located.

The Network holds all the existing Assets and infrastructure which comprise the fibre optics network at Sanctuary Cove as well as the additional assets which are to be added to the Network in order for additional homes or businesses within Sanctuary Cove to be serviced by the Fibre to the Home network.

The network and its indicative Areas are as follows:

Network Part	Existing or Future Infrastructure	Area
Head End	Existing	Communications Room nearby Security Roundhouse
Head End	Existing	Security Roundhouse
Cables, switches and ONUs that service existing households	Existing	Throughout stage 1 and stage 2 of Sanctuary Cove Resort
Cables, switches and ONUs that service future built households	Future	Throughout stage 1 and stage 2 of Sanctuary Cove Resort
Cables, switches and ONUs that service businesses	Future	Throughout stage 1 and stage 2 of Sanctuary Cove Resort



2. ANNEXURE 2 - CONTRACT SUM

2.1 Item 1: Routine Work

Fixed price per annum including GST (payable 1/12 each month in arrears)

Item	Price
Routine Work - Price Per Annum (ex GST)	\$317,000.00
Payable per Month (1/12th)	\$ 26,416.67
add GST	\$ 2,641.67
TOTAL MONTHLY	\$ 29,058.34

Notes: *Invoiced last business day, payable 30 day terms.*

The following are excluded from the Routine Work Price in this Item 1:

- (a) Agreed remediation plan to address any gaps or issues that require rectification with existing infrastructure at handover to Contractor
- (b) Equipment and Materials including network equipment and spares – see item 2
- (c) Non-maintenance items which will be charged under Labour Rate Items – see item 3

Examples of maintenance items which are included in the Routine Work fee and additional cost items are below:

Included Maintenance Items	Excluded additional cost items
Replacing an item of active equipment or a lead in cable that has failed through normal usage with a spare.	Adding a second lead in cable to provide a second redundant path of communication
Firmware updates	Upgrade of the PABX or other active equipment to a new model will different functionality
Periodic tuning of Foxtel to maintain functionality	Upgrade of Foxtel to new equipment standard

Replacing an ONT that has failed with a spare	Provisioning a new ONT to enable services to a new residence not previously connected to the network
	Damage as a result of resident's negligence
	New community services not listed in paragraphs 3.1.1 to 3.1.1.5

2.2 Item 2: Materials Schedule of Rates:

Name	Service Role	Manufacturer	Model	Cost Inc GST
ONU	FTTH	Corecess	CC3942-ES	Note 1
Optical network terminal (ONT)	FTTH	Calix	726GE ONT, 2 POTS, 4 GE, 1 RF	Note 1
Cable UPS to ONT			Indoor UPS Power Cord, 7 pin Connector to 9 pin DIN Male, 4' Black	Note 1
UPS	Field UPS	Cyber Power	DTC36U12V UPS, 12V 7.2AH 36W	Note 1
BATTERY	Field UPS		12vdc 7Ah Batteries	Note 1
Cable Fibre	Fibre In Ground		Single fibre cable, SC/APC TO SC/APC with IP-68 seal, hauling eye. Bend insensitive G.657A fibre, LSZH cable sheath, indoor and outdoor application. 75 metre length.	Note 1
Cable Fibre	Fibre In Ground		Single fibre cable, SC/APC TO SC/APC with IP-68 seal, hauling eye. Bend insensitive G.657A fibre, LSZH cable sheath, indoor and outdoor application. 100 metre length.	Note 1
Cable Fibre	Fibre In Ground		Single fibre cable, SC/APC TO SC/APC with IP-68 seal, hauling eye. Bend insensitive G.657A fibre, LSZH cable sheath, indoor and outdoor application. 150 metre length.	Note 1
TV Head End	RF	Kingray	Processor card	Note 1
TV Head End	RF	Kingray	TV Card	Note 1
Foxtel Head End	RF	Astro	Chassis Card	Note 1
Foxtel Head End	RF	Astro	XQAM Twin card Foxtel TDT	Note 1
Foxtel Head End	RF	Astro	QAM Quad card Foxtel TDT	Note 1

Note 1: Principal will procure materials, equipment and software under existing supplier arrangements and free issue to Contractor. Contractor will account for and manage the hardware it receives using its standard asset management software.

2.3 Item 3: Labour Schedule of Rates (Work)

Description of Skills or position	Person	Hourly Rates (ex GST)
Fault finding, equipment replacement	Technician Level 2	\$115 (min 2 hours)
Engineering works (standard – level 1) in regards to network planning and maintenance	Engineering Level 1	Included within Item 1 pricing for normal operations
Engineering works (standard – level 2/3) in regards to network planning and maintenance	Engineering Senior	Included within Item 1 pricing for normal operations
TV and Foxtel systems maintenance and faults	RF Engineer	\$120 (min 2 hours)
Standard installation of ONTs at new premises	Technician Level 1	\$195 per ONT Installation

Notes: Urgent Additional Work and Onsite call outs required to be undertaken outside of 8am to 6pm on Business Days will incur an additional fee equal to 30% of the normal rate for services delivered remotely from Contractor premises and 40% of the normal rate for onsite works delivered in the Sanctuary Cove Area.

2.4 Annual Price Increases

- (a) On the 30 June 2019 and each anniversary of that date during the Term (Review Date) the rates in Items 1 and 3 of this schedule will be subject to increase based on the ABS weighted average of eight capital cities for All Groups for, calculated as follows:

$$P2 = P \times \text{CPI2}/\text{CPI}$$

Where:

P = Price prior to Review Date

P2 = Price on and from the Review Date

CPI = CPI Index as at the date 12 months prior to the Review Date

CPI2 = CPI Index as at the Review Date

- (b) If the new price calculated under paragraph (a) is less than the Price the Price will not be reviewed on that Review Date.
- (c) Where the CPI Index is no longer maintained by the Australian Bureau of Statistics, the parties will agree on a reasonable substitute index for the CPI Index.

2.5 Monthly Contribution

- (a) Sanctuary Cove residents may opt to take up residential broadband internet services (Residential Internet Service) from Retail Service Providers (RSPs) providing telecommunications services over the Network under wholesale arrangements with the Contractor.
- (b) For each Residential Internet Service active at the end of a calendar month for a resident of Sanctuary Cove, delivered over the infrastructure owned by the Principal to that Sanctuary Cove resident and for which Contractor receives wholesale revenue, a contribution will be applied against the Service fees for an amount calculated as follows:

$$\text{Contribution Amount} = Z \times Y$$

Where:

Z = Eight (\$8) dollars excluding GST

Y = The number of residences with an active Residential Internet Service at the end of a calendar month

- (c) The contribution will be applied as a reduction of the price payable by the Principal to the Contractor in the following month and any balance will be carried forward to be applied in future months if the price is less than the contribution.
- (d) The contribution does not apply to the Free Services to Residents.

3. ANNEXURE 3 - SERVICES

Services

(a) The Principal offers a range of different services to Sanctuary Cove Residents over the Fibre-to-the-Home (FTTH) Network, which are listed below as Free Services to Residents at sections 3.1.1.1 to 3.1.1.5. Contractor will provide the Free Services listed in sections 3.1.1.1 to 3.1.1.5 inclusive to Sanctuary Cove residents and will do everything commercially reasonable to ensure that those services will be delivered to the Residents without interruption and interference to at least the same quality and level of service presently available to residents for each of those free Services.

(b) The Contractor will be responsible for monitoring, managing and operating the existing telecommunications infrastructure currently servicing the Sanctuary Cover Area.

Contractor will operate the Network in a manner that is compliant with requirements in Parts 7 & 8 of the Telecommunications Act including the provision of open access wholesale services to retail service providers so that Sanctuary Cove Residents may obtain retail telecommunications services from the approved Service Providers. Contractor will undertake a due diligence of the current network infrastructure owned by the Principal and its performance and will provide services to the standards identified to be currently achievable technically given the deployed infrastructure and the scope of the transition plan agreed for Contractor to take over the existing network from the incumbent provider.

Contractor will provide the free services listed in paragraphs 3.1.1 to 3.1.1.5 inclusive to Sanctuary Cove residents and will do everything commercially reasonable to ensure that those services will be delivered to the Residents without interruption and interference to at least the same quality and level of service presently available to residents for each of those free Services.

(c) Contractor will sell wholesale services to retail Service Providers over the Network to enable the delivery of the Retail Services that are listed in sections 3.1.2.1 to 3.1.2.5 to Residents. In return for the Contractor providing wholesale services over the Network and providing a rebate to the Principal for active residential services, the Principal will pay the Contractor to provide the Free Services to Residents in accordance with this Agreement. The Principal may, in its complete discretion, choose to cease one or more of the below listed Free Services to Residents during the term of the Contract. The cessation of one or more the said Services will affect the Contract Sum. The amended Contract Sum will be by agreement in writing.

3.1.1 Free Services to Residents

Residents currently have access to the following services at no extra charge:

- Free-To-Air (FTA) Television (Section 3.1.1.1)
- Internal Telephone Services (Section 3.1.1.2)
- Security Services (Section 3.1.1.3)
- Basic Internet Service (Section 3.1.1.4)
- Email Services (Section 3.1.1.5)

Contractor will deliver these services to the same quality and level of service presently available to residents. Contractor will provide a help desk for the Free Services to Residents.

On-site services will be extended to additional residents over time, as there is an expectation that these services would progressively be taken up across future stages, consume substantial bandwidth, as well as Customer Premises Equipment (CPE) resources; Contractor will manage the services to the ONT port as the demarcation point with equipment beyond the ONT being the resident's responsibility.

The Contractor must as duties included in Routine Work:

- a) Determine capacity of the Network for each component of the Network for storage, memory, processing, spare ports, standards supported, and bandwidth.
- b) Monitor internal bandwidth for each component of the Network.
- c) Report monthly on internal bandwidth usage with potential bottlenecks.
- d) Report monthly on available Spares to support SLAs and delivery times.
- e) Report quarterly on capital expenditure required within the next 12 months to support capacity planning.
- f) Report yearly on capital expenditure required yearly for the next three years to support capacity planning.

3.1.1.1 Free-To-Air Television

Access to all FTA TV Stations (i.e. 7, 9, 10, ABC, SBS and all other free to air TV stations) as currently available to residents, output as an RF signal to the resident's ONT.

- a) Maintain working spares to meet SLA requirements subject to Principal procuring and free issuing agreed spares.
- b) Monthly diagnostic check for component errors.
- c) Quarterly measure and document all channel levels at the output of the headend.
- d) Yearly inspect the RF installation from antenna to headend WDMs to comply with Australian Standards AS/NZS1367:2007 and manufacturers specifications.
- e) Tuning or adding of channels as necessary.
- f) Test signal levels and rectify if necessary at each home visit.

3.1.1.2 Internal Telephone Services

Sanctuary Cove residents are to be able to phone other residents and businesses within the Sanctuary Cove Community at no charge and Contractor will maintain the same service as presently available using existing infrastructure that Principal will provide as part of the network.

3.1.1.3 Security Services

Security and Fire systems must be able to have a 24/7 connection, through the FTTH network, to the "back to base" monitoring service so as to ensure continuous coverage and to ensure that relevant authorities can be contacted. This service must have priority network access and be able to continue running in the event of a network failure to the same extent as presently available and using the existing infrastructure that Principal will provide as part of the network. These services will comprise network services only, i.e. not physical security services.

3.1.1.4 Basic Internet Service

Residents are to be provided with a basic, free, package to access the Internet. This would provide access up to a set limit of data each month (based on existing arrangements and to be a throttled service of no more than 1Mbps (download and upload) provided only to houses that are not provided a service via an RSP). This service would be

provided subject to any other existing limitations as determined during Transition In to maintain the current level of service. Residents must not be required to log-in to access this service.

3.1.1.5 Email

Residents are to have access to an on-site email service (using the @sconline.net domain) for free. This email service will be routed through a mail server located at the head-end which forms part of the existing infrastructure and Principal provides for that purpose. Residents must also be able to keep their existing @sconline.net email addresses.

3.1.2 Retail Services to Residents

Residents currently have access to the following retail services over the FTTH Network:

- Foxtel (Section 3.1.2.1)
- Internet (Section 3.1.2.2)
- IPTV and Internet TV (Section 3.1.2.3)
- VoIP (Section 3.1.2.4)
- National and International Telephone Services (3.1.2.5)

The Contractor will provide wholesale telecommunications services to retail Service Providers (RSPs) over the Network in accordance with the Contractor's statutory obligations in the Telecommunications Act and other applicable legislation and its wholesale agreements with RSPs. Residents will continue to have access to the Retail Services to Residents that are listed below in sections 3.1.2.1 to 3.1.2.5 but will have a choice in their Service Provider, access to competitive pricing and service transparency available through the RSPs that have entered into wholesale arrangements with Contractor.

Contractor will operate the Network as a wholesale carrier and holds the required carrier licence under the Telecommunications Act. Contractor and Principal will apply to the Australian Communications and Media Authority for Contractor to be declared as the Nominated Carrier for the Network.

The Contractor must:

- make its retail service provider partners providing services in south east Queensland available across the Principal's network;
- offer to onboard the existing Sanctuary Cove Service Providers (TelAir and MyOwnTel) to the wholesale network for Sanctuary Cove subject to them meeting all of the Contractor's standard commercial and technical requirements for retail service providers and accepting the Contractor's standard wholesale terms;

Retail Service Providers will be responsible to Residents for:

- the delivery of the Retail Services to Residents listed in sections 3.1.2.1 to 3.1.2.5 ;
- in the event of external failure, the restoration of services;
- managing all enquiries by residents with respect to the retail Services;
- providing their standard Helpdesk to residents for their retail services.
- with respect to the expected use of the network for carriage of Pay-TV and Subscription services (Foxtel), provision of the service subject to the resident holding the necessary account with the Service Provider and any necessary CPE downstream of the ONT.

3.1.2.1 Foptel

Access to the Foptel TV service will be provided to residents through the FTTH network using the existing infrastructure that will be provided by the Principal. Foptel will be received at the head-end and then transmodulated for transmission over the FTTH network to the ONTS located in the residences with the ONT port being the point of demarcation between the Contractor and resident responsibility. Each resident will require an account with Foptel and their own CPE downstream of the ONT. Upgrades to support Foptel engineering changes are additional cost.

3.1.2.2 Internet

Access to the Internet, through a broadband connection, will be provided to Residents through the FTTH network and standard retail service provider offerings. Furthermore, the network will support services from at least 3 ISPs concurrently so as to provide residents with choice and flexibility. There is to be no requirement that Residents log-in before using the internet access provided that is supported by the RSPs and infrastructure

3.1.2.3 IPTV and Internet TV

Residents will have access to IPTV services (e.g. Fetch TV) and Internet TV services (e.g. Foptel Play) over the FTTH network and as such the existing support in the network for Internet Group Management Protocol (IGMP) will be measured managed and maintained. These services will only be available to residents who have subscribed to them through their Retail Service Provider. Access to these services will not impact the delivery of any other services over the network so far as that is the case currently and achievable with the infrastructure provided by the Principal.

3.1.2.4 VoIP

Access to Voice over IP (VoIP) services for telephone services will be provided to residents through the FTTH network. This service will be prioritised in the network so as to ensure no loss of quality when making telephone calls and will not have any impact on the delivery of any other services so far as that is the case currently and achievable with the infrastructure provided by the Principal. In addition to this, existing residents will be able to keep their existing telephone number subject to availability and applicable retail Service Provider offerings.

3.1.2.5 National and International Telephone Services

Residents will have the ability to make calls to both National and International telephone numbers from their residences through either VoIP or Analogue PSTN services. All telephone calls that are not calls over an RSPs network will be routed through a PABX soft switch, which will be managed by the Contractor.

3.2 Network Infrastructure

SCCS will, over time, move from the current GEPON (802.3ah) standard to a network infrastructure based on the GPON (G.984) standard. There will be a period of time where both GEPON and GPON must be supported by the network infrastructure. Upgrades to network infrastructure (including any gaps identified during Transition In) will be at additional cost to Principal and will be agreed between the parties before procurement and delivery. The Principal has supplied existing Head End and CPE equipment and the Contractor will work with the Principal to meet future agreed requirements.

3.2.3 Reticulation

SCCS prefers the use of the currently existing network infrastructure (where possible) or, where the network infrastructure has not been built, that SCCS will be consulted by the entity in charge of Network Build regarding construction. Installation and repair labour pricing is as detailed in Annexure 2 2.3 Item 3 with any civil works being priced separately subject to requirements.

3.3 Supply

Contractors will work with Principal and their nominated suppliers with respect to spare and continuity of compatible equipment supply over the longer-term.

3.4 Network Operations and Management

For the Free Services to Residents, Contractors must perform network operations and management services. Such services are provided through a Level 1 Helpdesk and a Level 2 Network Operations Centre (NOC) and based on the existing software and infrastructure provided by Principal. Contractor will monitor and manage the Network to maintain the existing level of service.

For the Retail Services to Residents, the third party RSPs will provide helpdesk, operations and management based on their retail service offering to Residents. Contractor will provide the wholesale telecommunications services to RSPs under their standard arrangements with the RSPs.

Level 3 network element support is provided by the equipment manufacturer.

3.5 Network Maintenance

Maintenance of the Network shall include but not limited to:

- Asset discovery and inventory.
- Asset database reporting.
- Asset database maintenance.
- Bandwidth monitoring and reporting internal and external links.
- Notification to Principal of upcoming License Renewals at least 30 days prior to any renewable 'right-of-use' license being due for renewal where software licenses are provided by Principal to Contractor for management.
- Maintain and keep all Asset software versions up to date at Principal's cost for software license fees.
- Maintain all Asset configurations to ensure delivery of Services consistent with maintaining and managing the existing service as handed over by the Principal and outgoing service provider.
- Site visits to Resident premises for maintenance/testing/repairs/replacement.
- CPE UPS Battery maintenance program visits.
- Commissioning and configuring of new homes into the FTTH.
- Adds, Moves and Changes to retail services

3.6 Transition In

Prior to signing this agreement, Contractor will create a transition in plan that will address:

- Entry criteria.
- Activities/Phases (including due diligence of existing network)
- Roles and Responsibilities
- Exit Criteria/Deliverables
- Assumptions and Dependencies

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The parties will proceed expeditiously to execute the plan within the timeframes agreed so as to transition the Network from the existing Service Provider to Contractor's Services.

If for any reason, other than due to an act or default of the Contractor, the Principal does not proceed with transition of the Services and Network to the Contractor, the Principal will pay Contractor up to \$15,000 fees with respect to preparation of the transition plan and associated services upon receipt of a valid tax invoice.

4. ANNEXURE 4 ASSETS

The Routine Work shall include but not be limited to Work in respect of the following Assets to be provided by Principal in good order and repair:

Location 1	Name	Manufacturer	Model	Qty.	Purchased
SC Customer Premises	FTTH Install Kit (ONU, RF Converter, UPS, enclosure etc)	Corecess/Calix	3900/726GE	1217	
FTTH Head End	Corecess 72Gbps L3 SCM Module	Corecess	S5-SCM-B72G-4GT	4	22/03/2010
FTTH Head End	Corecess EP8G Optical Module	Corecess	EP8G	8	22/03/2010
FTTH Head End	S511CH 8xLIM 2xSCM Chassis	Corecess	Chassis	2	22/03/2010
FTTH Head End	EDFA 48VDC +26dBm 8 way Splitter	Madison		6	22/03/2010
FTTH Head End	Corecess 72Gbps L3 SCM Module	Corecess	S5-SCM-B72G-4GT	1	22/03/2010
FTTH Head End	Power Supply	D-Link	DMC-1001	1	22/03/2010
FTTH Head End	RF-Optical Transmitter	Madison	MT96212-10	1	22/03/2010
FTTH Head End	Channel Processor (A/D)	Televes	5179	4	22/03/2010
FTTH Head End	CODFM-PAL ES.DVB SUB.	Televes	5044	1	22/03/2010
FTTH Head End	DVB S2 QAM	Televes	5180	1	22/03/2010
FTTH Head End	ALIM. 100W T05 Stand.	Televes	502905	1	22/03/2010
FTTH Head End	Programming Unit PCT3.0	Televes	7234	1	22/03/2010
FTTH Head End	Cisco/Linksys ATA	Cisco/Linksys	PAP2T	2	
FTTH Head End	Cisco/Linksys ATA	Cisco/Linksys	PAP2T	5	
FTTH Comms. Shed	Cisco/Linksys ATA	Cisco/Linksys	PAP2T	1	
FTTH Comms. Shed	Fibre Optic/Ethernet Media Converter			1	

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FTTH Comms. Shed	RF-Optical Transmitter	Madison	MT96212-10	2	22/03/2010
FTTH Head End	Fibre Optic/Ethernet Media Converter			1	
FTTH Comms. Shed	Kingray FTA TV Head End	Kingray		1	31/10/2016
FTTH Comms. Shed	Kingray FTA TV Tuner Card	Kingray		9	31/10/2016
FTTH Comms. Shed	Kingray Power amp	Kingray		1	31/10/2016
FTTH Comms. Shed	Kingray Web enabled controller	Kingray		1	31/10/2016
FTTH Comms. Shed	Kingray Processor card	Kingray		2	31/10/2016
FTTH Comms. Shed	RF HE: Astro V16.4 base unit with redundant power supply	Astro	BC71611	2	22/03/2010
FTTH Comms. Shed	RF HE: Astro XQAM Twin 6S2 QPSK:QAM transmodulator	Astro	BC72785	17	22/03/2010
FTTH Comms. Shed	RF HE: Astro QAM Quad card	Astro		1	31/10/2016
FTTH Head End	Cisco ASA 5505	Cisco	ASA 5505	1	22/03/2010
FTTH Head End	48-Core SCA SM Fibre Patch Panel			1	
FTTH Head End	120-Core SCA SM Fibre Patch Panel			1	22/03/2010
FTTH Comms. Shed	120-Core SCA SM Fibre Patch Panel			1	
FTTH Comms. Shed	48-Core SCA SM Fibre Patch Panel			1	
FTTH Head End	CPS UPS			1	22/03/2010
FTTH Comms. Shed	CPS UPS			1	
FTTH Head End	WDM Type Fibre Optic Patch Panel			3	
FTTH Head End	Chassis System for DMC Series Media Converters	D-Link	DMC-1000	1	22/03/2010
FTTH Head End	100BaseTX to 100BaseFX Singlemode Media Converter	D-Link	DMC-5155C	1	22/03/2010

FTTH Head End	Power Supply	D-Link	DMC-1001	1	22/03/2010
FTTH Head End	UHF Antenna, masting, Mounts, Cabling			1	
FTTH Comms. Shed	Foxtel Dish, Masting Mounts, Cabling			2	
FTTH Head End	45 RU Racks			3	
FTTH Comms. Shed	45 RU Racks			3	

Location	Includes	Excludes
In Ground	120 Core SM Fibre Ring around Sanctuary Cove 6.5km approx..	Fibre 109 and 110 To Jabiru House
In Ground		Fibre 117 and 118 to Body Corporate Office
In Ground		Fibre 119 and 120 to Village Gates
In Ground		Fibres 107 and 108 to Adelia Security Gates
In Ground		Fibres 33 and 34 to Sickle Avenue gates
In Ground		Fibres 35 and 36 to Sickle Avenue Golf Maintenance
In Ground	10 Primary Fibre Joints on 120 core ring FTTH Coms Shed to FTTH Head End	
In Ground	48 Core SM link cable FTTH Comms Shed to FTTH Head End	
In Ground	120 Core SM link cable FTTH Comms Shed to FTTH Head End	
In Ground	24 Core SM Loop Schotia Island FJ3 to FJ3	
In Ground	24 Core SM Loop Tristania, Sanctuary Point, Sanctuary Greens, Alpinia FJ3 to FJ2	
In Ground	24 Core SM Spur Vardon Lane, Banksia Fushia, Adelia FJ9 to Adelia	
In Ground	24 Core SM Loop Cypress Point Marine Drive North FJ8 to FJ9	
In Ground	All 2:32 Passive Optical Splitters	

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In Ground	All Tails/Lead In cables
In Ground	All Link Modules

Location	Item	Type	Model	Service Role	Version/Image
FTTH Head End	NS1 Server	Server	VMWare	Internet	Linux ns1 3.2.0-4-686-pae #1 SMP Debian 3.2.41-2+deb7u2 i686 GNU/Linux
FTTH Head End	NS2 Server	Server	VMWare	Internet	Linux ns2 3.2.0-4-686-pae #1 SMP Debian 3.2.41-2+deb7u2 i686 GNU/Linux
FTTH Head End	SC-DC1-ESX01	Server	Dell R710	VM Host	VMWare ESXi 6.0.0
FTTH Head End	SC-DC1-ESX02	Server	Dell R710	VM Host	VMWare ESXi 6.0.0
FTTH Head End	SC-DC2-ESX03	Server	Dell R710	VM Host	VMWare ESXi 6.0.0
FTTH Head End	SC-DC1-NAS01	Storage NAS	Synology	Storage	DSM 6.0.2
FTTH Head End	SC-DC2-NAS01	Storage NAS	Synology	Storage	DSM 6.0.2
FTTH Head End	SC-VC01	Server	VMWare	Cluster Mgmt	SUSE Linux Enterprise 11
FTTH Head End	SC-CMS	Server	VMWare	Calix Mgmt	Centos 6.8
FTTH Head End	SC-FTTH-Helpspot	Server	VMWare	Ticketing Sys	Windows Server 2012 R2
FTTH Head End	SC-Provisioning01	Server	VMWare	Provisioning	Windows Server 2012 R2
FTTH Head End	SC-Provisioning02	Server	VMWare	Provisioning	Windows Server 2012 R2
FTTH Head End	SC-Calix-FTP	Server	VMWare	FTP Repos	Centos 6.8
FTTH Head End	SC-ShadowControl	Server	VMWare	Backup Mgmt	Ubuntu Linux 12.04.5
FTTH Head End	SC-SP01	Server	VMWare	Backup Console	Windows Server 2012 R2
FTTH Head End	Mail.sconline.net.au Server	Server	VMWare	Mail	Windows Server 2008
FTTH Head End	PABX01	Server	VMWare	Voice	FreePBX 13.0.190.7
FTTH Head End	PABX02	Server	VMWare	Voice	FreePBX 13.0.190.7
FTTH Head End	COVE1 Control Module 1	Module Component	SCM-B72G	FTTH	ss5-base-osapp-REL2.1.8.img
FTTH Head End	COVE1 Control Module 2	Module Component	SCM-B72G	FTTH	ss5-base-osapp-REL2.1.8.img

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FTTH Head End	COVE2 Control Module 1	Module Component	SCM-B72G	FTTH	ss5-base-osapp-REL2.1.8.img
FTTH Head End	COVE2 Control Module 2	Module Component	SCM-B72G	FTTH	ss5-base-osapp-REL2.1.8.img
FTTH Head End	COVE1 EP8G Optical Module 1	Module Component	LIM-EP8G-2.5	FTTH	Ss5-ep8g-osapp-REL2.1.6
FTTH Head End	COVE1 EP8G Optical Module 2	Module Component	LIM-EP8G-2.5	FTTH	Ss5-ep8g-osapp-REL2.1.6
FTTH Head End	COVE1 EP8G Optical Module 3	Module Component	LIM-EP8G-2.5	FTTH	Ss5-ep8g-osapp-REL2.1.6
FTTH Head End	COVE1 EP8G Optical Module 4	Module Component	LIM-EP8G-2.5	FTTH	Ss5-ep8g-osapp-REL2.1.6
FTTH Head End	COVE2 EP8G Optical Module 1	Module Component	LIM-EP8G-2.5	FTTH	Ss5-ep8g-osapp-REL2.1.6
FTTH Head End	COVE2 EP8G Optical Module 2	Module Component	LIM-EP8G-2.5	FTTH	Ss5-ep8g-osapp-REL2.1.6
FTTH Head End	COVE2 EP8G Optical Module 3	Module Component	LIM-EP8G-2.5	FTTH	Ss5-ep8g-osapp-REL2.1.6
FTTH Head End	SC-DC1-CORE-SW01	Cisco Switch (L3 Core)	C4900M	Core DC1	cat4500e-entservicesk9-mz.151-2.SG7.bin
FTTH Head End	SC-DC2-CORE-SW01	Cisco Switch (L3 Core)	C4900M	Core DC2	cat4500e-entservicesk9-mz.151-2.SG7.bin
FTTH Head End	N/A	Cisco Switch (L3 Core)	C4900M	Cold Spare	cat4500e-entservicesk9-mz.151-2.SG7.bin
FTTH Head End	SC-DC1-RTR01	Cisco Router (NAT)	C2841	DC1 NAT	c2800nm-advsecurityk9-mz.151-4.IM10.bin
FTTH Head End	SC-DC2-RTR01	Cisco Router (NAT)	C2841	DC2 NAT	c2800nm-advsecurityk9-mz.151-4.IM10.bin
FTTH Head End	SC-DC1-AGG-SW01	Cisco Switch (24 Port)	2960	Switch	c2960-lanbasek9-mz.122-55.SE10.bin
FTTH Head End	SC-DC2-AGG-SW01	Cisco Switch (24 Port)	2960	Switch	c2960-lanbasek9-mz.122-55.SE10.bin
FTTH Head End	SC-DC1-ACCESS-SW01	Cisco Switch (48 Port)	2960	Switch	c2960-lanbasek9-mz.122-55.SE10.bin

5. ANNEXURE 5 – SERVICE LEVELS AND CREDITS

Overview

This schedule outlines the Service Levels and Service Credits that will apply to the Network maintenance for the Free Services to Residents listed in sections 3.1.1 to 3.1.1.5 of Annexure 3 of Part D only. In regards to the maintenance of Retail Services to Residents, the standard retail offerings from RSPs to Residents apply and these Service Levels and Service Credits are not applicable.

5.1 Key goals

Network monitoring and measurement will be implemented to support the key goals of:

- (a) ensuring the Free Services to Residents meet agreed availability as documented in Transition In, and
- (b) ensuring the Principal and the Contractor have at hand the information necessary for decision making with respect to capacity planning and future upgrades of those services ;

Generally, achieving these key goals will require both a Reporting Framework and a set of Service Level Agreements (SLA's) (see below sections 5.3 and 5.4 respectively).

5.2 Scope

The following defines the SLA/Reporting Framework. The fine tuning, significance, operational tracking/measuring and financial consequences will evolve over time, and therefore the Contractor and the Principal may vary the SLA/Reporting Framework from time to time as mutually agreed in writing.

The term "Period" in this Annexure 5 denotes the time of measurement/reporting.

The Period shall be monthly for 6 months, then quarterly by mutual agreement.

5.3 Reporting Framework

Applicable to the Free Services to Residents and commencing from the date the Transition In is completed.

5.3.1 free Services Help Desk Metrics

- Number of service calls in the Period;
- Outstanding calls at end of the Period;
- Maximum number of outstanding calls in the Period;
- Average and maximum call time (from logging to resolution);
- Number of calls from external services providers in the Period;
- Abandoned call statistics (number and duration into call).

5.3.2 User-Level Metrics (by Resident)

- Number of service disruptions in the Period;
- Number of service disruptions greater than 10 minutes;
- Timeliness of response;
- Quality of basic services.

5.3.4 Services Metrics

- Utilisation metrics for the free service
- • Number of adds, moves and changes in the month (adds, moves and changes)

5.3.5 Other Reporting Requirements

- Stock levels held as spares by the Principal by size and type.
- Spares used by type including serial number and location used.
- Quantities of spares required to be ordered within the next 30 days taking into account uptime of every component of the network and lead times for delivery.
- In home battery replacement program status including listing all commissioned homes, their last battery or UPS replacement date and date due for battery replacement.

5.4 Service Level Agreements

The following Service Levels set performance objectives and will carry financial rebates for failure to meet these objectives with respect to the free Services only. Where services are provided by an RSP, the RSP will provide SLAs and reporting based on their standard offerings.

5.4.1 Spares

- Contractor staff or subcontractors will be trained and suitably licensed where required by Australian law and authorised to carry out board swaps in the Head End, and ONU replacement in the home, with actions to be triggered on advice from the NOC which is monitoring the network
- Contractor staff or subcontractors will be trained and suitably licensed where required by Australian law and authorised to carry out work on fibre optic cable and leads, this includes testing of signal quality and levels, cleaning of connectors, opening and resealing fibre optical housings.
- There must be Spares available on-site in the quantities agreed during Transition In stored at the risk and cost of the Principal. As per accepted tender response, spares to be procured at Sanctuary Cove cost and OptiComm to manage inventory. Storage space on site and physical security to be SCCS responsibility.

5.4.2 Servicing

Failure to meet these targets will trigger rebates to the Principal for loss of service and may, if continuing over an extended time cause the Principal to stand-in.

Definitions

- (a) For the purposes of these SLA's, "**critical**" is defined as two or more PONs without any one service.
- (b) For the purposes of these SLA's, "**significant**" is defined as a PON without any one service.
- (c) For the purposes of these SLA's, "**minor**" is defined as 10 Residences without any one service.
- (d) For the purposes of these SLA's, "**single**" is defined as a Residence without any one service.

Events are to be identified for internal staff or sub contractors to perform hot swaps, provided these staff are trained and suitably licensed where required by Australian law, and authorised by both parties (e.g. OLT, server start up, etc.).

SLA Title	Description	Performance Target
1. Help Desk Response time	IVR shall answer customer and provide place in queue, known network fault information, and estimated wait time. An option to leave a message shall be provided.	If a message is not left then 80% of calls shall be answered in 120 seconds (with call queue place and time to wait provided). If message is left the message shall be responded to 90% of the time in 30 minutes, and 100% in 60 minutes.
2. NOC Response time	Time for NOC to acknowledge fault relating to free Service	Critical: 15 Minutes Significant: 30 Minutes Minor: 60 Minutes Single: 60 Minutes
3. Network Fault on site Restore time	Time taken to restore from the time notified by Service Provider, NOC, or the Principal	To Be Agreed during Transition In based on existing performance of free Services
4. Service changes	Requested service changes to be implemented – excludes requests dependant on 3 rd party provider. (e.g. Telstra number porting)	To Be Agreed during Transition In based on solution for each of the free Services
5. Customer Appointments	Work Orders to be completed within appointment time frame /appointment window (exclusions are appointments which are cancelled or rescheduled by another party, NIA or not completed due to technical, weather or safety reasons).	Complete time: Day of appointment.
6. Customer Complaints	Customer complaints. Contractor to investigate and close all complaints with respect to operation of the free Services within 30 days of receipt.	Response time: 60 minutes of receipt Complete time: 30 days of receipt
7. Principal Request	Sanctuary Cove requires information on the Service or lodges a Service Request with respect to the free Services	Response time: 120 minutes Complete Time: 2 Business days

* The Contractor is only responsible for another Service Provider to the extent the performance is related to the performance of the Network managed by the Contractor. The Contractor shall work with the Principal to ensure 3rd party Service Providers will meet the service expectations of the Principal.

5.4.3 Network Operations and Management

Note that failure to meet these targets will trigger rebates to the Principal for loss of service and may, if continuing over an extended time, cause the Principal to stand-in.

Inventory	Monthly stock takes to be carried out by the Contractor and advised to the Principal by electronic file for all Principal owned equipment	Stock Takes Complete time: 10 days from end of month
Reporting	Monthly reporting on SLAs, to be carried out by the Contractor and advised to the Principal by electronic file.	Monthly Report Complete time: 10 days from end of month.

5.5 Service Credits

Service Credits between Principal and Contractor apply to the Free Services to Residents only (Service levels with respect to the retail Services will be by agreement between the resident and their RSP).

The Principal will be provided with a rebate in each period (one calendar month) where performance targets are not met.

The rebate is off-set against the Contract Sum and is subject to Clause 10 of Document B Special Conditions.

The reports used to determine the rebate assessment will be provided by the Contractor to the Principal within 10 business days of the month end, and the rebate confirmed between the Contractor and the Principal within 5 business days of the report being submitted.

The following credits shall apply:

Measure	Performance Indicator Rights
Time Performance Indicators:	
Breach of Service Desk opening hours:	\$500 per hour (charged per 1 hour increments to a maximum of \$5000 per day)
Failure to adhere to the Service Level times with respect to Response time:	\$100 per hour (charged per 15 minutes increments to a maximum of \$1000 per day)
Failure to adhere to the Service Level times with respect to Restore time:	\$500 per hour (charged per 1 hour increments to a maximum of \$5000 per day)
Failure to adhere to the Service Level times with respect to Complete time:	\$100 per hour (charged per 15 minutes increments to a maximum of \$1000 per day)

The parties acknowledge that the Service Credits are a reasonable estimate of loss and not a penalty.

Service Credits are not the sole remedy for failure to meet Service Levels and the Principal reserves any rights it has under this Contract.

5.5.1 Repeat Calls

Repeat Calls - a repeat call shall mean more than two calls for the same problem on the same piece of equipment within thirty days. The employee or subcontractor shall report the matter through the Contractor's call centre and where required, meet with the Principal' representative in order to resolve the issue relating to the equipment in question.

6. ANNEXURE 6 – GLOSSARY

Acronym	Description
AM	Amplitude Modification
CATV	Cable Television
CEO	Chief Executive Officer
CCTV	Closed Circuit TV
CPE	Customer Premises Equipment
DDA	Digital Distribution Australia Pty Ltd
FM	Frequency Modification
FTA	Free to Air
FTTH	Fibre to the Home
GEPON	Gigabit Ethernet Passive Optical Network
GPON	Gigabit Passive Optical Network
HE	Head End or Headend
IGMP	Internet Group Management Protocol
IP	Internet Protocol
IPTV	IP Television
ISP	Internet Service Provider
IVR	Interactive voice response
MATV	Master Antenna TV
MDF	Medium Distribution Frame
MTRR	Mean Time to Respond
NIA	Not In Attendance
NMS	Network Management Software
NOC	Network Operation Centre
OLT	Optical Line Termination
PABX	Private Automatic Branch Exchange
PON	Passive Optical Network
PSTN	Public Switched Telephone Network
PTBC	Primary Thoroughfare Body Corporate
RBC	Residential Body Corporate
RF	Radio Frequency

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RFT	Request For Tender
RSP	Retail Service Provider
SCC	Sanctuary Cove Community
SCCS	Sanctuary Cove Communications Services Pty Ltd
SCN	Sanctuary Cove Network
SLA	Service Level Agreement
STB	Set Top Box
TV	Television
UPS	Uninterrupted Power Supply
VoD	Video on Demand
VoIP	Voice over IP



2024 REVETMENT WALL/GABION ROCK REPORT

DISTRIBUTION: PBC	ATTACHMENTS: 1	DATE: November 2024
MOTION The PBC EC acknowledges the SRB revetment and gabion rock report and grants Management authorisation to inform individual lot owners/RBC's and take the necessary actions or repairs as recommended.		

Objective

To undertake a physical inspection of the rock armouring and revetment walls in the PBC harbours as well as those on crown land.

Scope of works

SRB Consulting Engineers were engaged to conduct a detailed structural inspection of the reinforced concrete revetment walls at the resort, with the objective of assessing their current condition and structural efficacy. The inspection scope included the adjacent gabion rock armouring, fixed boardwalk outstand arrangement, and other ancillary structures located within PBC Harbours and adjacent Crown land.

The report assesses the current condition, focusing on potential liabilities associated with the findings and is based on a comprehensive investigation that includes newly gathered data as well as reference to prior assessments conducted by SRB Consulting Engineers, to establish the most recent status of the infrastructure and to prioritise any identified issues.

Only concerns relevant to the immediate integrity and safety of the revetment walls and gabion armouring are highlighted; incidental or unrelated issues previously reported are not reiterated unless they are classified as potential or imminent safety concerns.

Each finding has been categorised by the engineer according to a defined priority level, as outlined below. This prioritisation aids in planning for any required maintenance or remediation efforts.

Level	Structural Significance	Urgency
1	Potential for human injury	Owners notified within 24 hours Action required as quickly as possible
2	Advanced deterioration occurring Imminent symptomatic defects	Plan of action required within 3 months
3	Significant deterioration occurring Assumed symptomatic defects	Plan of action required within 6 – 12 months
4	May lead to structural damage of significance over 5+ years	Plan of action required within 36 – 72 months
5	Considered an aesthetic defect	Not considered urgent



2024 REVETMENT WALL/GABION ROCK REPORT

Findings / Summary - PBC

- Potential headwall shift / twist damage to the stormwater outlet headwall at the Easement at 5252 Marine Drive North - *Priority 2/3*
- The roadside drainage outlet to the Easement between 5324 & 5326 Marine Drive North appears to have developed (further) subsurface pipe breaches – venting soil materials – requiring excavation and further investigation - *Priority 2/3*
- Undertake repair or replacement of the impacted affected ‘Private Harbour’ sign adjacent to (circa) 7313 Bayside Ct - *Priority 5*
- Repair / rectification of the compromised stormwater drainage at (circa) 2028 The Circle – rectification of the headwall collar and adjacent Ø825 pipe section + retrofitment of a thrust collar to support same is recommended – refer also SRB Consulting Engineers report Appendix ‘A’ - *Priority 2*
- Repair / rectification of the compromised stormwater drainage at the park / easement between (circa) 1044 and 1051 Edgecliff Drive – further excavation and assessment indicated + partial reconstruction of approx. 14 l/m of the revetment wall arrangement stem top edge – refer also SRB Consulting Engineers report Appendix ‘B’ - *Priority 2*
- Repair / rectification of the compromised stormwater drainage and revetment wall arrangement to the easement / park adjacent to the Northern bridge entrance on Edgecliff Drive (previously called the ‘Sickle Ave’ bridge) due to slumping and forward rotation to same – refer also SRB Consulting Engineers report Appendix ‘C’ - *Priority 2*
- Rectification of approx. 40 litres of concrete spalling damage to the revetment wall arrangement (circa) 1001 / 1002 Edgecliff Drive - *Priority 3*
- The stormwater outlet on the Eastern aspect of the terrestrial retaining wall arrangement has apparently been located / set ‘high’ – ostensibly to avoid tidal ingress issues. However, heavy rainfall events have subsequently caused significant disturbance to an isolated section of gabion rock armouring as a result- requiring insitu repacking- at the earliest convenience - *Priority 2/3*
- 2134 The Circle where the revetment wall arrangement stem is heavily fretted and considered to be beyond viable insitu repair to correct. Replacement of this approx. 70 l/m revetment wall arrangement is not currently necessitated but will likely be required in around 5- 7 years. Despite the extensive stem fretting damage - the structural integrity of the revetment wall arrangement adjacent to 2134 The Circle was again deemed to remain adequately competent at this time.



2024 REVETMENT WALL/GABION ROCK REPORT

Actions

1. Notify individual lot owners/RBCs of any findings and repair recommendations.
2. Seek quotations to;
 - Investigate potential headwall shift / twist damage to the stormwater outlet headwall at the easement at 5252 Marine Drive North.
 - Repair or replace impacted affected 'Private Harbour' sign adjacent to (circa) 7313 Bayside Ct.
 - Rectify approx. 40 litres of concrete spalling damage to the revetment wall arrangement (circa) 1001 / 1002 Edgecliff Drive.
 - Undertake repacking of disturbed rock armouring adjacent to the stormwater outflow pipe at the Eastern end of the 'Alyxia' retaining wall arrangement.
3. Seek approval for stormwater rectification, spalling repairs and rock armour repacking works for the following locations (with works to be undertaken within the within the 2024/2025 year sinking fund *estimate \$100k*)
 - PBC land between 5324 and 5326 Marine Drive North.
 - PBC land adjacent to 1080 Edgecliff Drive/The Pines Bridge.
 - PBC land between 1049 and 1050 Edgecliff Drive.
 - PBC land between 2026 and 2030 The Circle.
4. Review the non-compliances identified in the 2024 report against the approved plans to determine maximum vessel dimensions compatible with domestic mooring capabilities. Notify lot owners if any non-compliance is identified.

Attachments

1. Report_SC_RVW Condition_summary_2024_A Final 2024



SRB CONSULTING

ABN 74 225 770 976

CONSULTING STRUCTURAL ENGINEERS

Principal: Stephen Belyea, B.Eng. (Structural), MIE Aust, R.P.E.Q.

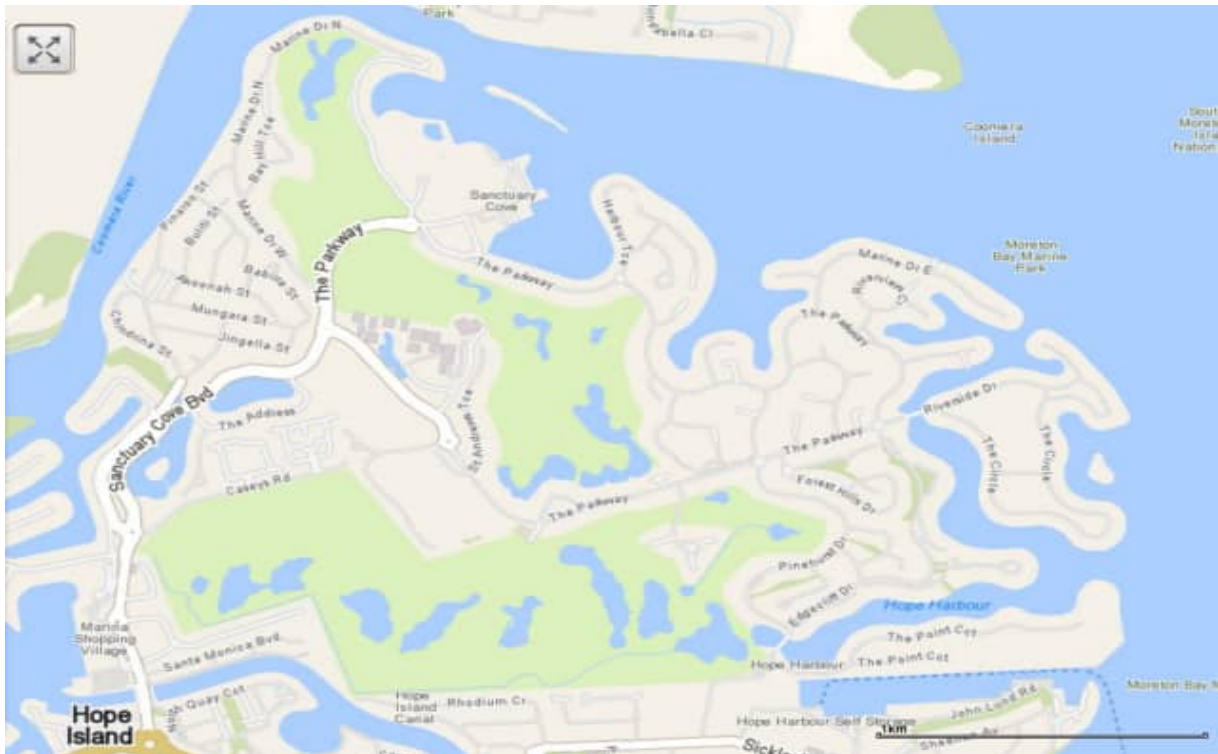
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REVETMENT WALL CONDITION REPORT - 2024

STRUCTURE DESCRIPTION: REVETMENT WALL(S) CONDITION
STRUCTURE OWNER: SANCTUARY COVE PRINCIPAL BODY CORPORATE
SITE ADDRESS: SANCTUARY COVE, QUEENSLAND

Author: Steve Belyea, RPEQ 6204



PREAMBLE

This is a first impressions report, the scope of which is limited to cursory observation and non-invasive investigation(s). As such, the contents should be regarded as indicative, rather than definitive, at this time.

This report has been prepared in accordance with instructions received from the Sanctuary Cove Principal Body Corporate GTP202 regarding the perceived current condition of the revetment wall(s) and adjacent gabion rock armouring across the estate and therefore any liabilities that may arise from issues discussed in this report are restricted to same.

It is essential that the Principal Body Corporate take reasonable steps to properly address the items of significance identified in this report. This should include obtaining independent legal advice on the owner's rights and obligations in respect of any building / structural defect or maintenance issues identified.

We are not lawyers and therefore cannot advise you in relation to legal matters.

The author of this document has placed each of the above findings into a level of priority for readers to understand at a glance.

This matrix is subjective and is based on the author's experience and expertise.

Level	Structural Significance	Urgency
1	Potential for human injury	Owners notified within 24 hours Action required as quickly as possible
2	Advanced deterioration occurring Imminent symptomatic defects	Plan of action required within 3 months
3	Significant deterioration occurring Assumed symptomatic defects	Plan of action required within 6 – 12 months
4	May lead to structural damage of significance over 5+ years	Plan of action required within 36 – 72 months
5	Considered an aesthetic defect	Not considered urgent

SRB Consulting Engineers recommended rectifications are not to be considered as technical work specifications or scopes of work.

Please contact our office to provide a comprehensive scoping document, if required.

1.1 **ROYSTONIA - Marine Drive North, from Pebble Ln to HARBOUR 1**

The revetment wall and rock armouring arrangements to this section of the Sanctuary Cove revetment wall arrangement is assessed as being generally structurally competent / adequate.

Surface fretting is generally isolated and nominal and therefore not considered an issue across the extents of the revetment wall arrangement to Roystonia and Harbour 1.

No structural repairs of significance are therefore indicated for either the revetment wall arrangement or edge treatment at this time.

However, the roadside drainage outlet between 5324 & 5326 Marine Dve North appears to have developed (further) subsurface pipe breaches – venting soil materials – requiring excavation and further investigation.

Additionally - but unlikely to be an issue of significance - our Engineer nonetheless noted that there appears to be a shift / twist in the stormwater outlet headwall at 5252 Marine Dve North, that should be investigated further.

As such, repair recommendations noted across the extents of Roystonia / Harbour 1 were (in approx. address order):

- a) isolated spalling repairs to (circa) 5240 Marine Dve Nth – approx. 20 litres in total;
- b) potential headwall shift / twist damage to the stormwater outlet headwall at the Easement at 5252 Marine Dve North;
- c) mooring of an apparently oversized vessel to the finger pontoon arrangement at 5268 Marine Dve Nth – reapplication / certification of the original approval is likely indicated;
- d) repair or replacement of the compromised 'T-Head' pontoon arrangement at 5304 Marine Dve North;
- e) installation contractor to check and recertify (following insitu realignment) of the HDPE sleeved mooring piles at 5320 Marine Dve North;
- f) replacement of Ø400 precast mooring piles to (x2 off pontoons) to (circa) 5322 and 5324 Marine Dve Nth;
- g) rectification of damaged subsurface stormwater drainage pipes to the Easement between (circa) 5324 and 5326 Marine Dve North;
- h) repair or replacement of the 'T-Head' pontoon arrangement (significantly compromised floatation module) at 5352 Marine Dve North.

1.2 HARBOUR 1 - (Cypress Point Tc / The Promenade / Masthead Way and Harbour Tc to Coomera River frontage)

The revetment wall and rock armouring arrangements to this section of the Sanctuary Cove revetment wall arrangement is assessed as being generally structurally competent / adequate.

Surface fretting is again not considered an issue - no structural repairs of significance are therefore indicated for either the revetment wall arrangement or edge treatment at this time.

Isolated repairs to compromised boardwalk connections identified in previous assessments appear to be underway.

That being said, repair recommendations across the extents of The Parkway / Harbour Tce boardwalk area to be addressed would be (in approx. address order):

- a) repair of boardwalk support framing at (circa) 4614 The Parkway (note: use of this aspect of the 'common property' boardwalk should be restricted until suitable repairs have been completed);
- b) repair of boardwalk outstand / gangway support framing at (circa) 5654 Harbour Tce (note: use of gangway should be restricted until suitable repairs have been completed);
- c) insitu (spalling damage - approx. 40 litres) repair of Ø400 precast mooring pile at (circa) 5662 Harbour Tce;
- d) realignment / recertification or replacement of the significantly off-vertical Ø400 precast mooring pile at 5670 Harbour Tce.

1.3 COOMERA RIVER FRONT 'BAUHINIA' (Anchorage Tce)

The revetment wall arrangement and adjacent rock armouring to this aspect of the Sanctuary Cove estate is assessed as being generally structurally competent / adequate.

Surface fretting is deemed nominal and therefore not considered an issue of concern at this time.

There are no structural repairs or rock armouring replenishment works of significance to report for this area at this time.

Nominal additional repair recommendations across the extents of the Coomera River & 'Bauhinia' areas would be (in approx. address order):

- a) rectification of approx. 15 litres of spalling damage to the revetment wall arrangement stem at (circa) 5715 Anchorage Tce.

1.4 HARBOUR 2 – ‘BAUHINIA’ & ‘WASHINGTONIA’ (Anchorage Tc, Clearwater Crs, The Parkway, Bayview Walk & Bayside Cl)

The revetment wall and rock armouring arrangements to this section of the Sanctuary Cove estate is also assessed as being generally structurally competent / adequate.

Surface fretting is again nominal and therefore not considered an issue.

No structural repairs of significance are therefore indicated for either the revetment wall arrangement or edge treatment at this time.

Nonetheless, other repair recommendations across the extents of the ‘Bauhinia’ & ‘Washingtonia’ precincts would be (in approx. address order):

- a) replacement of borer-affected timber mooring pile to mini-marina arrangement at (circa) 4666 The Parkway;
- b) insitu rectification of approx. 50 litres of concrete spalling damage to the Ø400 mooring pile (North) at (circa) 5843 Coveside Ln;
- c) undertake repair or replacement of the impacted-affected ‘Private Harbour’ sign adjacent to (circa) 7313 Bayside Ct.

1.5 COOMERA RIVER FRONT – ‘PLUMERIA’: Marine Dve East

The revetment wall and rock armouring arrangements to this section of the Sanctuary Cove estate is also assessed as being generally structurally competent / adequate.

Surface fretting is not considered an issue - no structural repairs of significance are therefore indicated for either the revetment wall arrangement or edge treatment at this time.

One significant repair recommendation identified across the extents of the Plumeria’ precinct is, however:

- a) replacement of the pontoon at 7100 Marine Dve East;

1.6 HARBOUR 3 – HARPULIA / PLUMERIA – The Parkway / Keyside Cl / Riverview Cres / Key Waters / The Parkway / Riverside Dve

The revetment wall and rock armouring arrangements to this section of the Sanctuary Cove estate is assessed as being generally structurally competent / adequate.

Surface fretting is noted to be **somewhat** more prevalent than Harbours 1 & 2, however remains not an issue of concern – nor requiring rectification works – as at this 2024 assessment.

There are therefore no structural repairs of significance are therefore indicated for either the revetment wall arrangement or edge treatment at this time.

Other repair and / or administrative recommendations across the extents of the 'Plumeria' and 'Harpulia' precincts would be (in approx. address order):

- a) application / approval / certification of the (additional) pontoon / mooring arrangement at (circa) 7399 Marine Dve East;
- b) application / approval / certification of the mooring facilities at (circa) 7020 & 7022 Riverview Cres;
- c) application / approval / certification of the mooring facilities at (circa) 7093 Keyside Cl currently presenting with an oversized vessel;
- d) application / approval / certification of the mooring facilities / bridge at (circa) 8015 / 8016 Key Waters;
- e) repair or replacement of the compromised 'finger' pontoon arrangement at (circa) 8047 The Parkway.

1.7 COOMERA RIVER FRONT – 'ACACIA' & 'SCHOTIA' – Riverside Dve / The Circle

The revetment wall and rock armouring arrangements to this section of Sanctuary Cove are assessed as presenting in a generally structurally adequate condition at this time.

Surface fretting to the revetment wall stem is more prevalent than the majority of the Sanctuary Cove estate, however is not be considered an issue of concern, generally, nor requiring formal rectification works at this time.

A notable exception, however, is located at 2134 The Circle where the revetment wall arrangement stem is heavily fretted and considered to be beyond viable insitu repair to correct.

As previously reported, replacement of this approx. 70 l/m revetment wall arrangement is not currently necessitated, but will likely be required in around 5 - 7 years hence, as a budgeting guide.

1.8 HARBOUR 4 –'TRISTANIA' / 'JUSTICIA'

Inspection of the physical integrity of the reinforced concrete revetment wall arrangement throughout Harbour 4 again indicated that the wall continues to suffer from moderate to advanced surface paste layer deterioration at the upper margin of the wall stem, generally, however no structural repairs of significance are indicated or recommended for either the revetment wall arrangement or edge (rock armouring) treatment at this time.

Indeed, though various instances of concrete spalling damage to the revetment wall arrangement at numerous locations were identified during the 2024 (and previous audit(s)), the deteriorating condition of these walls remains such that isolated spalling repairs to same are not considered to be financially viable.

Though revetment wall arrangement stem fretting damage across the extents of Harbour 4 was noted to have *nominally* progressed since the 2022 / 2023 audits, nonetheless we have no immediate spalling repair recommendations for same, alternatively recommending forward budgeting for replacement of compromised revetment wall arrangement stems on an 'ad-hoc' basis, likely commencing in around 5 - 7 years hence.

A cursory cost estimate for such works would likely be in the order of approx. \$5K per lineal metre, as a guide.

That being said, other repair recommendations across the extents of the 'Tristania', 'Justicia' and 'Alyxia' precincts would be (in approx. address order):

- a) repair / rectification of the compromised stormwater drainage at (circa) 2028 The Circle – rectification of the headwall collar and adjacent Ø825 pipe section + retrofitment of a thrust collar to support same is recommended – refer also SRB Consulting Engineers report dated 5th February 2024 at Appendix 'A' of this report;
- b) repair / rectification of the compromised stormwater drainage at the park / easement between (circa) 1044 and 1051 Edgecliff Dve – further excavation and assessment indicated + partial reconstruction of approx. 14 l/m of the revetment wall arrangement stem top edge – refer also SRB Consulting Engineers report dated 6th February 2024 at Appendix 'B' of this report;
- c) repair / rectification of the compromised stormwater drainage and revetment wall arrangement to the easement / park adjacent to the Northern bridge entrance on Edgecliff Dve (previously called the 'Sickle Ave' bridge) due to slumping and forward rotation to same – refer also SRB Consulting Engineers report dated 7th February 2024 at Appendix 'C' of this report;
- d) rectification of approx. 40 litres of concrete spalling damage to the revetment wall arrangement (circa) 1001 / 1002 Edgecliff Dve.

1.9 **'ALYXIA' / 'JUSTICIA' – The Point Cct**

No structural repairs of significance are indicated for either the revetment wall arrangement or edge treatment at this time, noting that the stormwater drainage outlet has been located too high, outflow subsequently disturbing the adjacent gabion rock armouring, requiring local repacking, likely on an annual basis.

Concurrently, there are no structural repairs of significance to report for the terrestrial retaining wall arrangement to the Southern aspect Lots off The Point Cct (abutting the Hope Harbour marina).

3.0 INVESTIGATION SUMMARY

3.1 'ROYSTONIA' - Marine Drive North (Pebble Ln) to HARBOUR 1



SR-03: 'Roystonia' - Marine Drive North (Pebble Ln to Harbour 1)

As previously reported, both the revetment wall arrangement and adjacent gabion rock armoring along this section of the Coomera River frontage remains in a generally functional / competent condition, commensurate with apparent age and construction style.

Surface fretting to the reinforced concrete wall stem is relatively isolated / nominal and therefore not considered to be an issue of concern.



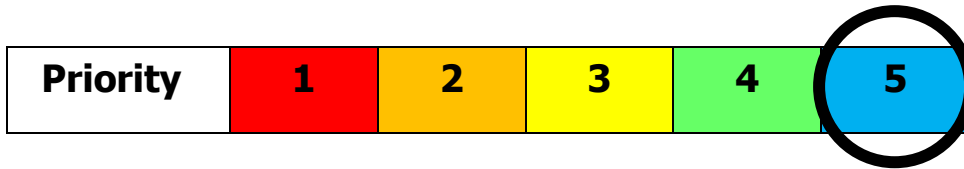
SR-04: Typical revetment wall arrangement (good) condition along Marine Drive North

Further, the reconstructed revetment wall arrangement – replacing (circa May 2020) the previously failed structure adjacent at 5318 Marine Dve North - continues to present in a generally structurally competent condition.



SR-05: 5318 Marine Dve North – RHS = failed wall section 2019 / LHS = replaced wall section 2024

There are currently no structural repairs of significance to generally report for the revetment wall arrangement gabion rock armouring to the 'Roystonia' precinct at this time.

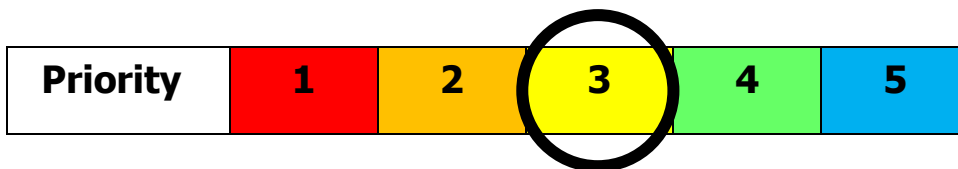


There are, however, isolated repair and / or administrative issues to be attended to across the 'Roystonia' area, a brief summary being (in approx. order of address):

3.1.1 Isolated spalling repairs to (circa) 5240 Marine Dve Nth – approx. 20 litres in total – previously identified in the 2023 audit and again, not of overt structural concern, nonetheless we would recommend repairs are undertaken at the earliest convenience of the Sanctuary Cove Principal Body Corporate.



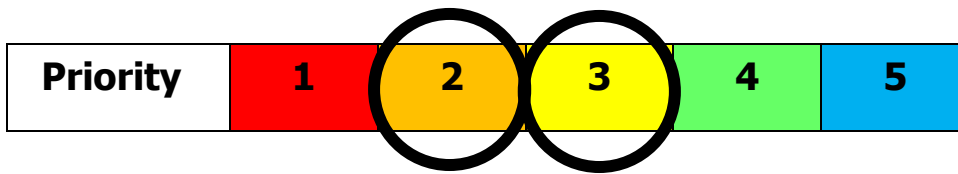
SR-06: spalling damage to revetment wall arrangement (circa) 5240 Marine Dve Nth



3.1.2 Headwall shift / twist to the stormwater outlet headwall at the Easement at 5252 Marine Dve North – likely not of overt structural concern, nonetheless we would recommend that further invasive investigations are undertaken at the earliest convenience of the Sanctuary Cove Principal Body Corporate.



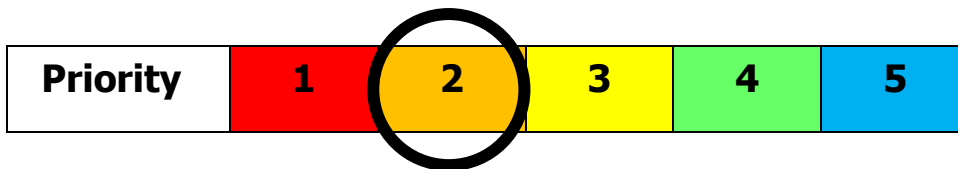
SR-07: shifted / twisted SW outlet headwall to the Easement at (circa) 5252 Marine Dve Nth



3.1.3 **Mooring of apparently oversized vessel to the finger pontoon arrangement at 5268 Marine Dve Nth** – as the vessel is significantly larger than would be anticipated to have been approved for the mooring structure to which it is attached, reapplication / certification of the original approval is likely indicated.



SR-08: spalling damage to revetment wall arrangement (circa) 5240 Marine Dve Nth

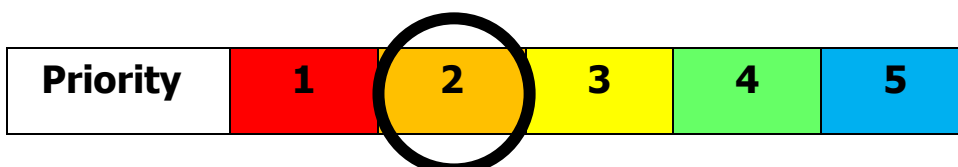


3.1.4 **Repair or replacement of the compromised 'T-Head' pontoon arrangement at 5304 Marine Dve North** – the mooring brackets at both ends are structurally compromised, predisposing the pontoon to a tangible risk of detachment during a Design Storm or Flood event along the Coomera River.



SR-09: compromised pontoon arrangement at (circa) 5302 Marine Dve Nth

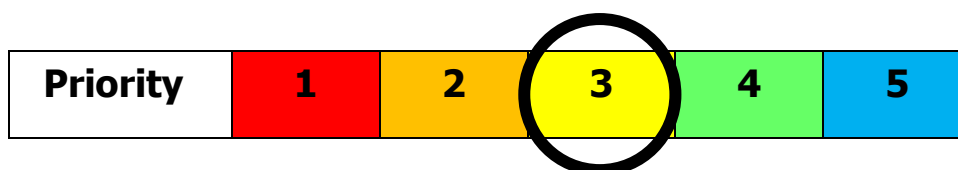
We would therefore highly recommend that the Owners are notified that suitable repair or replacement of the compromised pontoon structure is required to be undertaken, at the earliest opportunity.



3.1.5 Pile installation contractor to check and recertify (following insitu realignment) the HDPE sleeved mooring piles at 5320 Marine Dve North – noted to be significantly off-vertical – particularly on the Western aspect, the Ø400 HDPE sleeved piles to the (new) ‘T-Head’ pontoon arrangement at 5320 are unacceptably off-vertical, requiring insitu rectification or replacement.



SR-10: off-vertical alignment to pontoon piles (circa) 5320 Marine Dve Nth

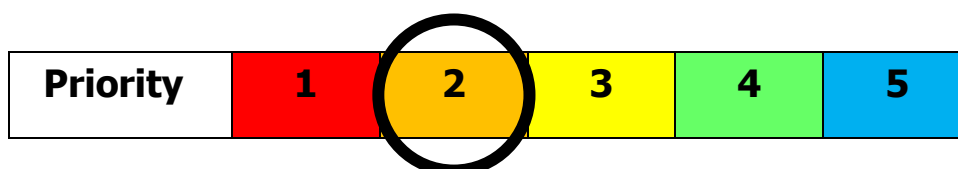


3.1.6 Replacement of Ø400 precast mooring piles to (x2 off pontoons) @ 5322 and 5324 Marine Dve Nth – the precast mooring piles to the pontoon arrangements at 5322 & 5324 remain with an overt lean, likely associated with the previous canal bank slip-circle failure leading to collapse of the revetment wall arrangement at 5318 Marine Dve East (repaired circa May 2020).



SR-11: 5322 Marine Dve Nth– note pile restraint cables installed to prevent falling

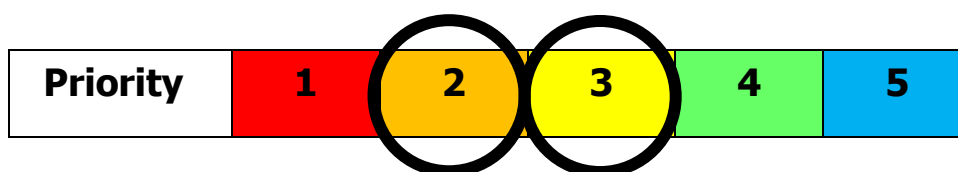
As reported in our 2023 assessment report, we would again recommend the Owners at (circa) 5322 and 5324 Marine Dve Nth are notified to have the compromised pontoon mooring piles removed and suitably reinstalled, or replaced, at the earliest opportunity.



3.1.7 Rectification of the damaged subsurface stormwater drainage pipes to the Easement between (circa) 5324 and 5326 Marine Dve North – previously repaired – but again presenting with overt evidence of subsurface pipe breaches (venting retained soil materials) - this location again requires invasive investigation and repair.

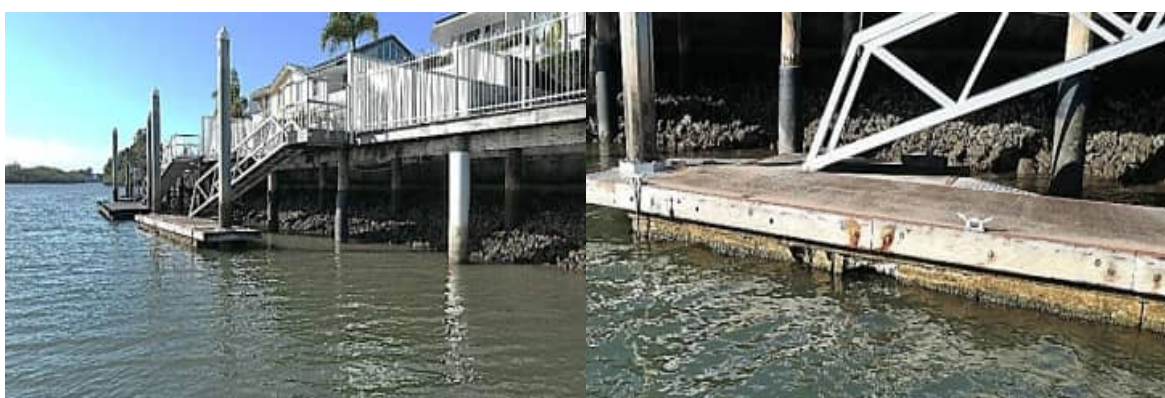


SR-12: 5325 Marine Dve Nth– apparent subsurface pipe breaches

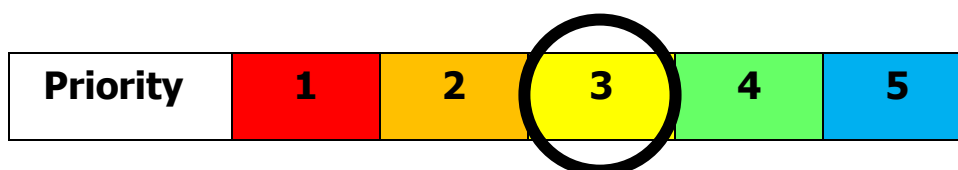


3.1.8 Replacement of the pontoon (significantly compromised floatation module) to 5352 Marine Dve Nth – previously identified in the 2023 audit, the pontoon adjacent to 5352 Marine Dve Nth presents with an overly damaged floatation module.

We would therefore recommend the Owner(s) are notified to rectify or replace same, at the earliest opportunity.



SR-13: views of compromised pontoon at 5352 Marine Dve Nth



3.2 HARBOUR 1 (Cypress Point Tc / The Promenade / Masthead Way and Harbour Tc to Coomera River frontage) – ‘BAUHINIA’ / ‘WASHINGTONIA’ (part)



SR-14: Region 2: Harbour 1 / ‘Bauhinia’

In general, both the revetment wall arrangement and adjacent gabion rock armouring throughout the extent of Harbour 1 / ‘Bauhinia’ continue present in a functional condition, commensurate with apparent age and construction style.

Surface fretting to the reinforced concrete wall stem also remains relatively nominal and is therefore not currently considered to be an issue across this aspect of the overall Sanctuary Cove estate.

Indeed, no revetment wall arrangement / edge treatment remedial works of significance indicated for Harbour 1 / ‘Bauhinia’ of significance were noted during the 2024 assessment.



SR-15: example views of Harbour 1 revetment wall / edge treatment (good) condition – #1



SR-16: example views of Harbour 1 revetment wall / edge treatment (good) condition – #2



SR-17: example views of Harbour 1 revetment wall / edge treatment (good) condition – #3



SR-18: example views of Harbour 1 revetment wall / edge treatment (good) condition – #4



SR-19: example views of Harbour 1 revetment wall / edge treatment (good) condition – #5



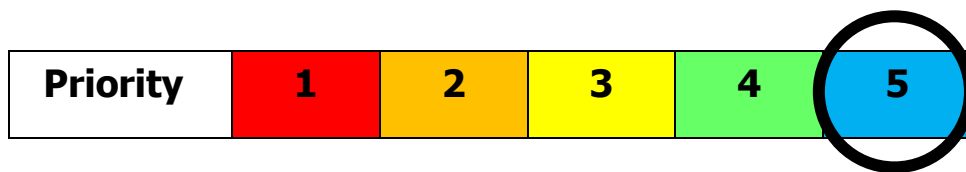
SR-20: example view of Harbour 1 revetment wall / edge treatment (good) condition – #6

The gravity / boulder wall revetment wall arrangement off Masthead Way continues to present in a generally structurally competent / viable condition.



SR-21: Harbour 1 boulder revetment wall off Masthead Way

There are currently no structural repairs of significance to report for the revetment wall arrangement / gabion rock armouring to 'Roystonia' at this time.

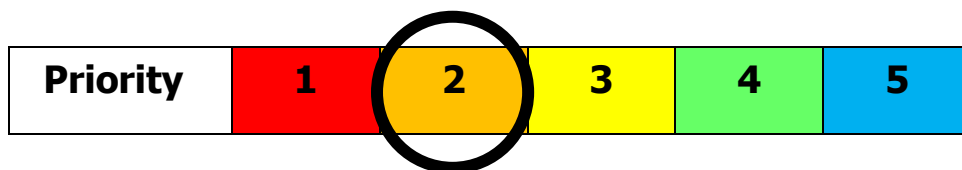


That being said, whilst there has apparently been significant progress with various repairs identified to be undertaken in the 2023 audit there remains, however, isolated issues still to be attended to across the Harbour 1 / 'Bauhinia' areas, a summary being (in approx. order of address):

3.2.1 Repair of boardwalk support framing at (circa) 4614 The Parkway – presenting with evidence of either errant modification or damage, we would highly recommend that further invasive investigations are undertaken and subsequently, complete any indicated repairs that may arise from such investigations.



SR-22: potential errant framing modifications circa 4614 The Parkway

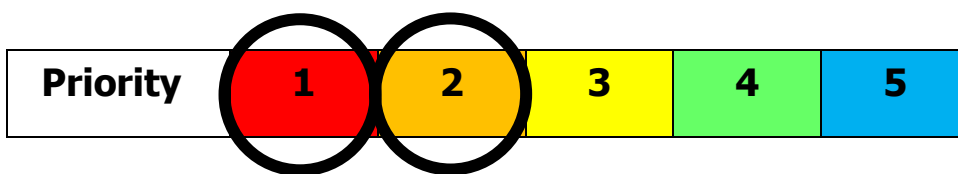


Note: use of this aspect of the 'common property' boardwalk in the vicinity of 4614 The Parkway should be restricted until suitable repairs have been completed.

3.2.2 Repair of boardwalk outstand / gangway support framing at (circa) 5654 The Parkway – previously reported in the 2023 audit and remaining an issue of tangible structural concern, the outstand framing / gangway support to (circa) 5654 The Parkway is apparently approaching catastrophic failure, requiring exigent repair.



SR-23: potential boardwalk framing failure at 5654 The Parkway

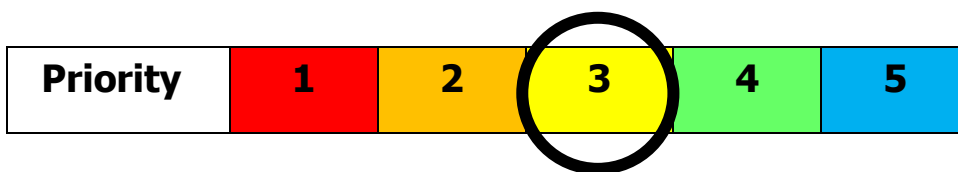


Note: use of the gangway at this location should be restricted until suitable repairs have been successfully completed.

3.2.3 In situ (spalling damage) repair of Ø400 precast mooring pile at (circa) 5662 Harbour Tce – approx. 40 litres.



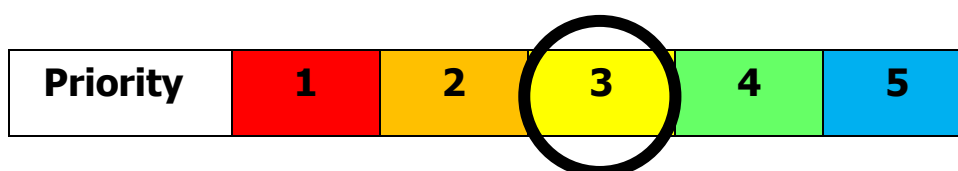
SR-24: spalling damage repairs required to 5662 Harbour Tce mooring pile



3.2.4 Realignment / recertification or replacement of the significantly off-vertical Ø400 precast mooring pile at 5670 Harbour Tce – presenting with an unacceptable off-vertical lean, requiring rectification.



SR-25: realignment of unacceptably off-vertical restraint pile to required to 5670 Harbour mooring arrangement



3.3 COOMERA River Front / Harbour 2 – BAUHINIA: Anchorage Tce



SR-26: Harbour 2 / 'Washingtonia' - #1

The revetment wall arrangement / gabion rock armouring to the Coomera River frontage (6 knot speed zone) continues to perform within acceptable service parameters, generally commensurate with apparent age and ambient conditions.



SR-27: example views of Coomera River ('Bauhinia') revetment wall and rock armouring (good) condition – #1



SR-28: example views of Coomera River ('Bauhinia') revetment wall and rock armouring (good) condition – #2

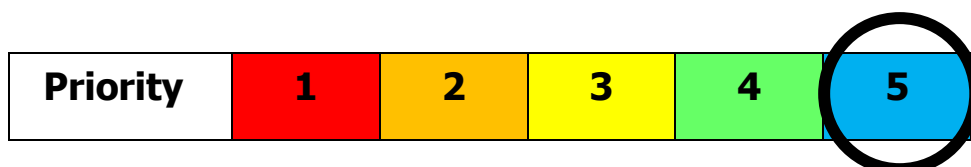


SR-29: example views of Coomera River ('Bauhinia') revetment wall and rock armouring (good) condition – #3

Our Engineer again noted that surface fretting of the reinforced concrete stem has not apparently progressed significantly in Harbour 2, still only nominally occurring at isolated locations and is therefore not considered to be of significance – or requiring repair - at this time.

Indeed, the revetment wall arrangement / gabion rock armouring throughout the Coomera River aspect of 'Bauhinia' presents in a generally structurally adequate condition, commensurate with apparent age and construction style.

There are therefore no immediate remedial works indicated for either the revetment wall arrangement or gabion rock armouring to the Coomera River 'Bauhinia' section at this time.

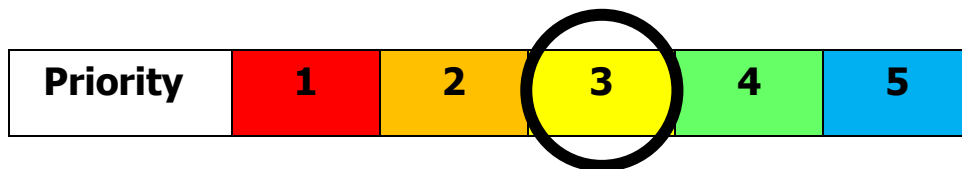


There was, however, an isolated issue to be attended to across the Coomera River / 'Bauhinia' areas, being:

3.3.1 Rectification of approx. 15 litres of spalling damage to the revetment wall arrangement stem at (circa) 5715 Anchorage Tce – not of overt structural concern, we would nonetheless recommend undertaking approx. 15 litres of concrete spalling damage repair to the revetment wall arrangement stem at (circa) 5715 Anchorage Tce, at the earliest convenience.



SR-30: revetment wall arrangement stem spalling damage at 5715 Anchorage Tce



3.4 HARBOUR 2 – BAUHINIA: Anchorage Tce to Clearwater Cres, then WASHINGTONIA: The Parkway to Bayside Cl.



SR-31: Harbour 2 / 'Bauhinia' / 'Washingtonia'



SR-36: example of HBR-2 revetment wall and rock armouring (good) condition – #3

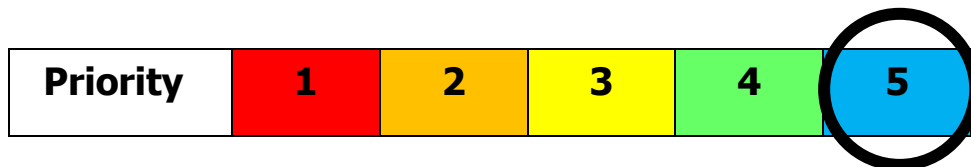


SR-37: example of HBR-2 revetment wall and rock armouring (good) condition – #4

Our Engineer again noted that surface fretting of the reinforced concrete stem has not apparently progressed significantly in Harbour 2 - still only nominally occurring at isolated locations - and is therefore not considered to be of significance at this time.

Indeed, the balance of the revetment wall arrangement / gabion rock armouring throughout Harbour 2 / 'Washingtonia' (up to 'Plumeria' / Marine Dve East) presented in a generally structurally competent condition, commensurate with apparent age and construction style.

There are therefore no immediate remedial works indicated for either the revetment wall arrangement or gabion rock armouring to the Harbour 2 - 'Bauhinia' and 'Washingtonia' - sections of the Sanctuary Cove estate at this time.

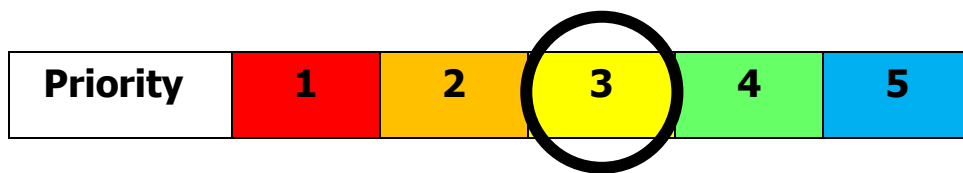


There were, however, collateral isolated issues to be attended to across the Harbour 2 / 'Bauhinia' / 'Washingtonia' areas, a summary of same being:

3.4.1 Replacement of borer-affected timber mooring pile to min-marina arrangement at (circa) 4666 The Parkway – suffering from relatively extensive marine borer damage, the Southern outer timber mooring pile to the mini-marina adjacent to (circa) 4666 The Parkway should be replaced at the earliest convenience of the owners.



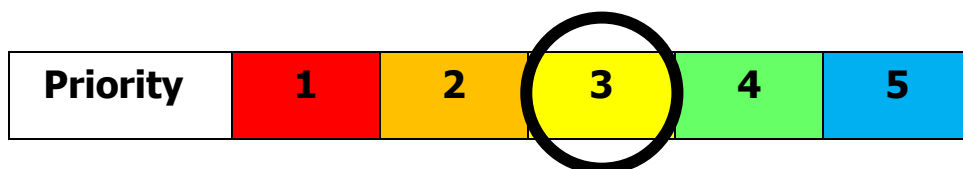
SR-38: timber mooring pile degradation / damage at 4666 The Parkway



3.4.2 **Rectification of approx. 50 litres of concrete spalling damage to the Ø400 mooring pile (North) at (circa) 5843 Coveside Ln** – the Northern Ø400 precast mooring pile at 5843 Coveside Ln – though not currently of overt structural concern – requires around 40 litres to 50 litres of concrete spalling damage repair, at the earliest convenience of the Owners.



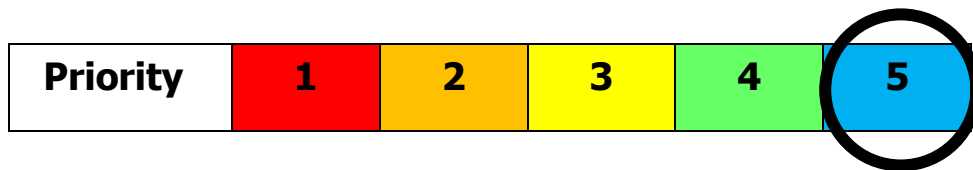
SR-39: mooring pile spalling damage at 5843 Coveside Ln



3.4.3 **Repair / repositioning of impact-affected 'Private Harbour' signage adjacent to (circa) 7313 Bayside Cl** – predominantly of cosmetic concern only and not urgent, it will be easier to rectify the sign board in advance of collapse into the canal.



SR-40: impact-affected signage adjacent to 7313 Bayside Cl



3.5 **COOMERA RIVER FRONT – PUMERIA: Marine Dve East**

The revetment wall / rock armouring arrangements to the Coomera River frontage (6 / 40 knot speed zone) adjacent to Marine Dve East continue to also present in a generally structurally competent condition, commensurate with apparent age and the ambient site conditions.



SR-41: Coomera River frontage / 'Plumeria'

Fortuitously, the Coomera River 40 knot speed amendment apparently still does not cause an appreciable detrimental effect to the revetment wall arrangement / rock armouring in this vicinity, to date.



SR-42: Coomera River / 'Plumeria' – 6 / 40 knot speed zone amendment boundary along Marine Dve East

Gabion rock armouring was again noted to have only nominally slumped in isolated areas, however there are generally no formal replenishment works being indicated at this location, currently.



SR-43: example views of generally good condition of revetment wall arrangement / rock armouring to 'Plumeria' - #1

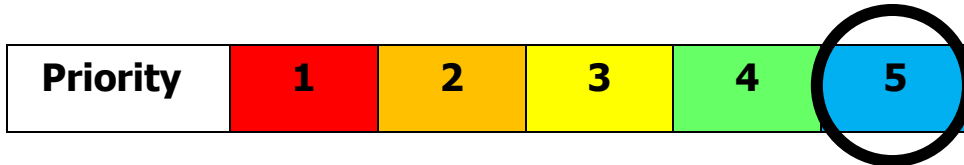


SR-44: example views of generally good condition of revetment wall arrangement / rock armouring to 'Plumeria' - #2

Isolated and infrequent surface pitting to reinforced concrete revetment wall stem were again observed, however there are no immediate remedial works indicated for the Coomera River (adjacent to Marine Dve East) revetment wall arrangement at this time.



SR-45: example views of generally good condition of revetment wall arrangement / rock armoring to 'Plumeria' - #3



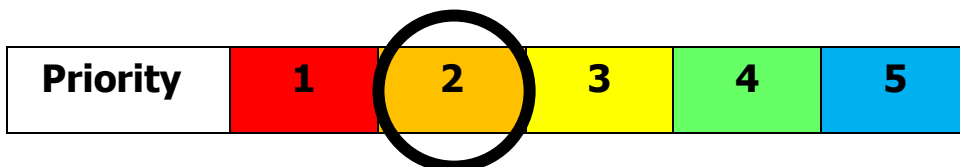
There is, however, a significant issue to be addressed in the 'Plumeria' / Coomera riverfront section, being:

3.5.1 Replacement - of the pontoon at 7100 Marine Dve East – as reported in the 2022 / 2023 audits, the (partially) repaired cable & strut pontoon is incorrectly balanced and is now considered to be a tangible capsize risk from the upstream (West) end during a turbulent flood event, leading to potential impact damage to pontoon arrangements downstream (East).

Deemed unrepairable, we would therefore recommend the Owners are compelled to remove and replace same at the earliest opportunity and in any case, not more than 3 months hence.



SR-46: view of compromised pontoon at 7100 Marine Dve East - #1



3.6 HARBOUR 3 – HARPULIA – The Parkway / Key Waters / Riverside Dve

The revetment wall and rock armouring arrangements to this section of the Sanctuary Cove estate are assessed as being generally structurally competent / adequate.



SR-47: example view of revetment wall arrangement / rock armouring to HBR3 – good condition - #1

Whilst surface fretting is noted to be nominally more prevalent than Harbours 1 & 2, nonetheless the condition implications are not an issue of concern at this time.



SR-48: example view of revetment wall arrangement / rock armouring to HBR3 – good condition - #2



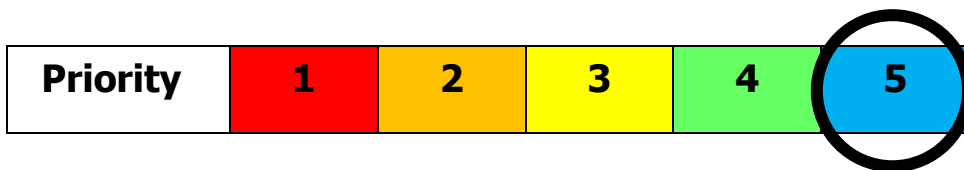
SR-49: example view of revetment wall arrangement / rock armouring to HBR3 – good condition - #3

The circa 2021 / 2022 installed polyethylene finger pontoon adjacent to the boat ramp appears to be remain generally functional and operational.



SR-50: boat ramp and polyethylene finger pontoon adjacent to The Parkway

There are currently no structural repairs of significance to report for the revetment wall arrangement / gabion rock armouring to Harbour 3 / 'Harpulia' at this time.

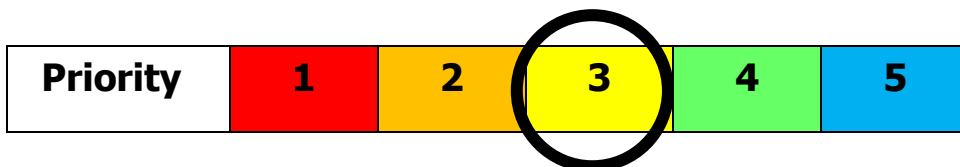


There are, however, isolated repair / administrative issues of significance to be attended to across the Harbour 3 / 'Harpulia' waterway, a summary being (in approx. order of address):

3.6.1 Application / approval / certification of the (additional) pontoon / mooring arrangement at (circa) 7399 Marine Dve East.



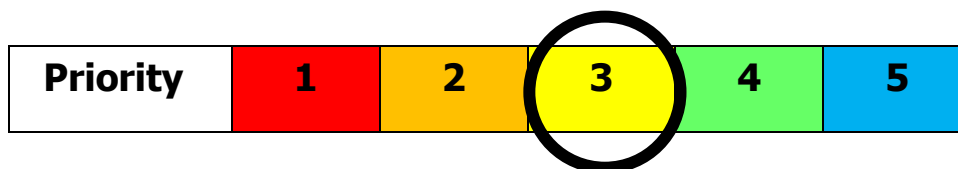
SR-52: example view of retrofitted mooring arrangement at 7399 Marine Dve East



3.6.2 Application / approval / certification of the pontoon / mooring arrangement at (circa) 7020 & 7022 Riverview Cres – we understand this is being separately investigated.



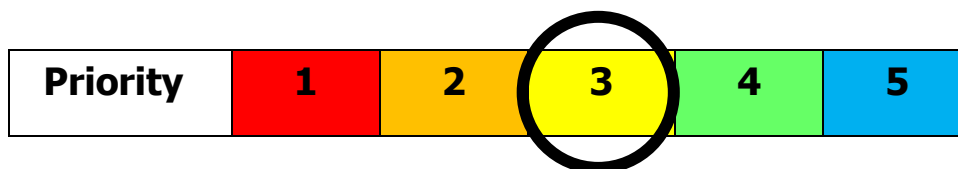
SR-53: example view of unapproved mooring arrangement at 7020 & 7022 Riverview Cres



3.6.3 Application / approval / certification of the mooring facilities at 7093 Keyside Ct currently presenting with an oversized vessel – previously reported in the 2022 / 2023 audits and still presenting with an apparently oversized moored vessel, we would again recommend a review of the approval documentation to establish the approved maximum vessel dimensions, versus the as-presented vessel at this location.



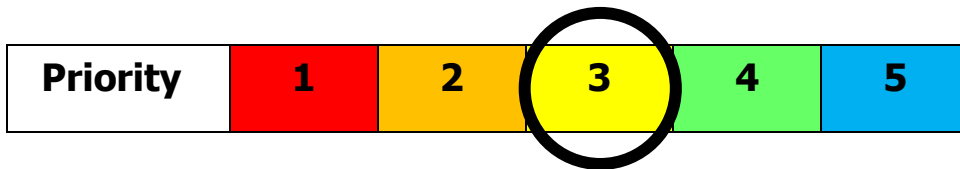
SR-54: location of (predicted) oversized moored vessel at 7093 Keyside Ct



3.6.5 Application / approval / certification of the mooring facilities at 8015 / 8016 – currently presenting with an apparently unapproved pontoon / bridge between properties, we would recommend a review of the approval documentation to establish the approved maximum vessel dimensions, vs the as-presented vessel at this location, as well as approval for the bridging structure.



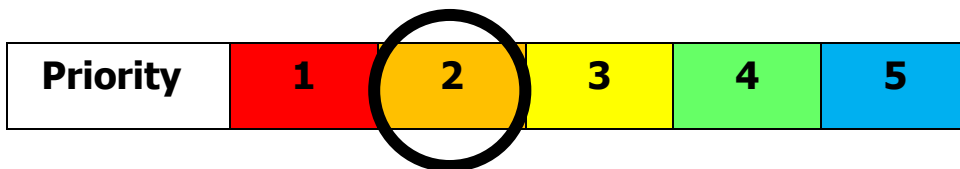
SR-55: location of (predicted) oversized moored vessel at (circa) 8016 Key Waters + pontoon bridge



3.6.6 Repair or replacement of the compromised ‘finger’ pontoon arrangement at (circa) 8047 The Parkway – currently presenting with a compromised mooring pile bracket to the outboard edge, we would recommend the Owners are notified that suitable repairs are required, at the earliest opportunity.



SR-56: view of compromised finger pontoon mooring bracket at (circa) 8047 The Parkway



3.7 COOMERA RIVER & SCHOTIA ISLAND Inlet – ‘ACACIA’- Riverside Dve & The Circle

An inspection of the physical integrity of the reinforced concrete revetment wall and rock armouring across this section of the Coomera River frontage (adjacent to Riverside Dve & The Circle) – ‘Acacia’ / ‘Schotia’ – again indicated both to continue to generally perform within acceptable service parameters.

A nominal degree of edge protection (gabion rock) slumping was noted to have occurred across the Riverside Dve aspect of 'Acacia', however, replenishment was not considered to be exigent and can therefore be undertaken at a later date and conjoined with other works in the vicinity, to reduce barge delivery costs.



SR-57: example views of typical revetment wall / rock condition (good) to the Coomera River / 'Acacia' precinct - #1

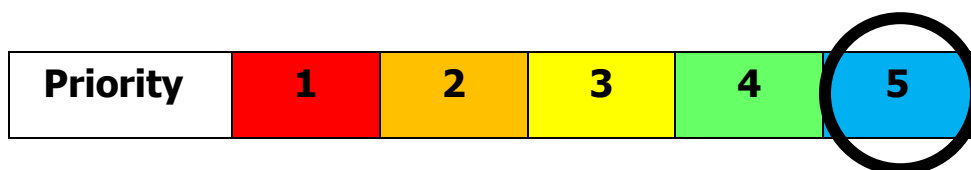


SR-58: example views of typical revetment wall / rock condition (good) to the Coomera River / 'Acacia' precinct - #2



SR-59: example views of typical revetment wall / rock condition (good) to the Coomera River / 'Acacia' precinct - #3

There are therefore no revetment wall / rock armouring replenishment works of significance to report for the Coomera River / 'Acacia' section of the overall Sanctuary Cove estate at this time.



The 'Schotia' precinct does present with (nominally) advancing surface fretting / paste layer deterioration as previously reported – significantly more prevalent than the Western aspect areas (e.g., HBR-1 & HBR-2, 'Roystonia') - however was again not considered to be a matter of overt concern – or requiring insitu repairs – at this time.



SR-60: example of typical revetment wall / rock condition (nominal surface fretting) Schotia inlet



SR-61: example views of typical revetment wall / rock condition to the 'Schotia' precinct - #1



SR-62: example views of typical revetment wall / rock condition to the 'Schotia' precinct - #2

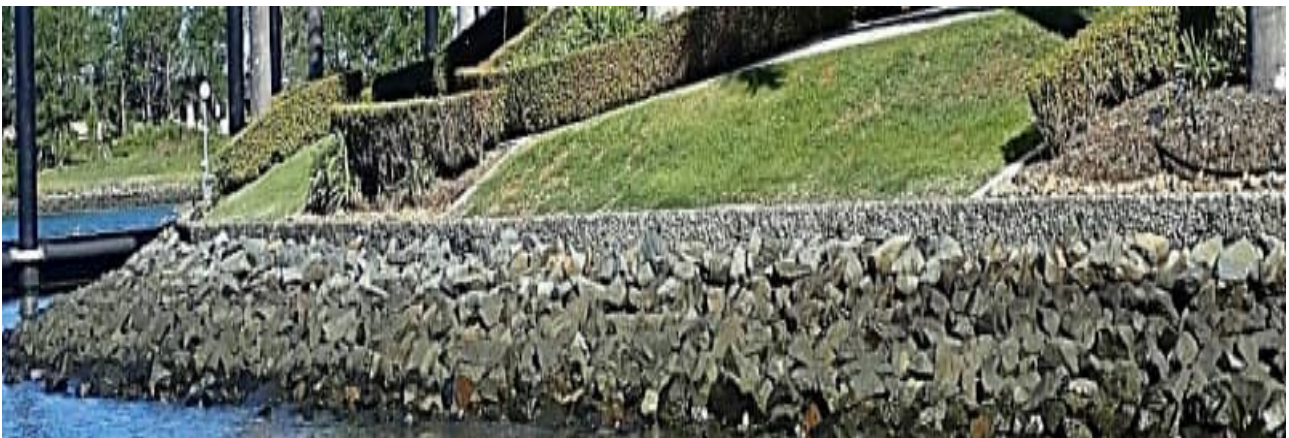
A notable exception to this general observation and advice regarding the paste layer deterioration / surface fretting extent condition in this precinct is the wall stem adjacent to 2134 The Circle (as previously reported), the approx. 70 l/m of revetment wall arrangement fretting damage being atypically advanced and extensive.



SR-63: surface fretting to revetment wall arrangement stem at 2134 The Circle - #1

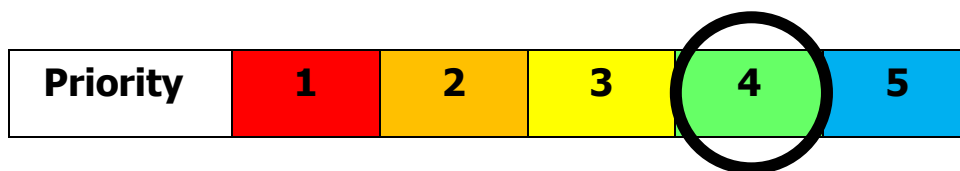
Again, it was the considered opinion of our Engineer that insitu repair attempts to address this specific revetment wall arrangement stem fretting at 2134 The Circle would be unlikely to produce either financially viable or successful long-term results – replacement of this isolated section of the revetment wall arrangement will likely be required within < 7 years.

Indeed – despite the extensive stem fretting damage - the structural integrity of the revetment wall arrangement adjacent to 2134 The Circle was again deemed to remain adequately competent at this time.



SR-64: surface fretting to revetment wall arrangement stem at 2134 The Circle - #2

There are therefore currently no structural repairs of significance to report for the revetment wall arrangement / gabion rock armouring to 'Acacia' and the 'Schotia' inlet at this time.



3.8 HARBOUR 4 – 'TRISTANIA' – The Circle, Edgecliff Dve & The Point Cct (part)

Inspection of the physical integrity of the reinforced concrete revetment wall arrangement throughout Harbour 4 again indicated that the arrangements generally continue to suffer from moderate to advanced surface paste layer deterioration at the upper margin of the wall

stem, though it should be noted that the general progression of damage fortuitously remains 'relatively nominal' at this time.



SR-65: example of revetment wall surface (paste layer) deterioration – Harbour 4 (file photo, 2011)

As previously reported, the issue of surface fretting (paste layer deterioration) remains far more prevalent throughout the 'Tristania' / Harbour 4 precinct than the balance of Sanctuary Cove, however replenishment of the edge treatment (gabion rock armouring) appears to continue to mitigate aggressive advancement of the condition, to an appreciable degree.



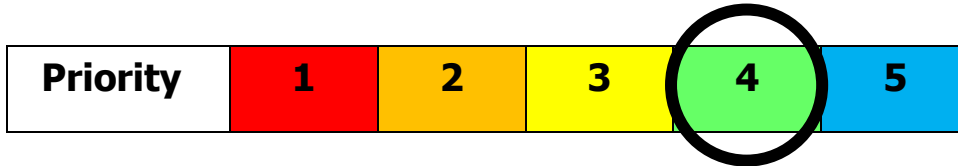
SR-66: example of advancing surface fretting / paste layer deterioration of the revetment wall arrangement stem - #2



SR-67: example of advancing surface fretting / paste layer deterioration of the revetment wall arrangement stem - #3

We would again identify that our Engineer was of the considered opinion that despite being the newest revetment wall arrangement construction to the Sanctuary Cove estate, unfortunately reconstruction works to Harbour 4 / 'Tristania' will likely be required circa 2030

due to the nature of the damage / deterioration.



In consideration of the recommended imminent Harbour 4 revetment wall arrangement replacement program (estimated circa 2030), we again therefore have no remedial recommendations for the same at this time, with all reasonably cost-effective measures to prolong the expected service life of the revetment wall arrangement to this precinct having been explored and generally undertaken, to date.



SR-68: example views of typical revetment wall / rock condition to the 'Tristania' precinct - #1



SR-69: example views of typical revetment wall / rock condition to the 'Tristania' precinct - #2



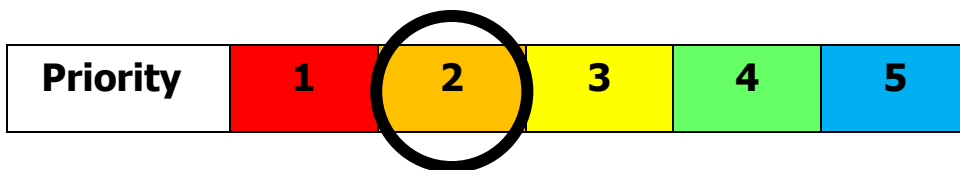
SR-69: example views of typical revetment wall / rock condition to the 'Tristania' precinct - #3

That being said, our Engineer nonetheless identified collateral issues requiring repair / attention, being:

3.8.1 **Rectification of the compromised stormwater drainage @ (circa) 2028 The Circle** – likely already programmed for rectification, a reproduction of the proposed SRB Consulting Engineers repair schedule for same appears at Appendix ‘A’ of this report.



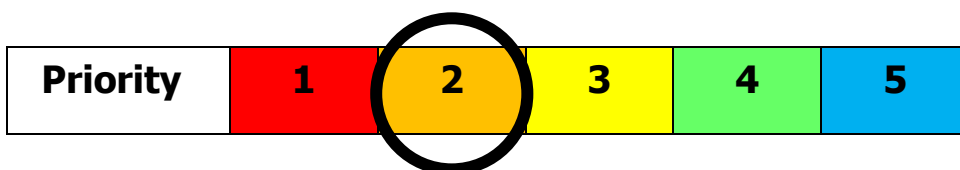
SR-70: compromised stormwater pipe / revetment wall arrangement at (circa) 2028 The Circle



3.8.2 **Rectification of the compromised stormwater drainage located in the park / easement between 1044 and 1051 Edgecliff Dve – further excavation and assessment indicated** – also likely already programmed for rectification, a reproduction of the proposed SRB Consulting Engineers repair schedule for same appears at Appendix ‘B’ of this report.



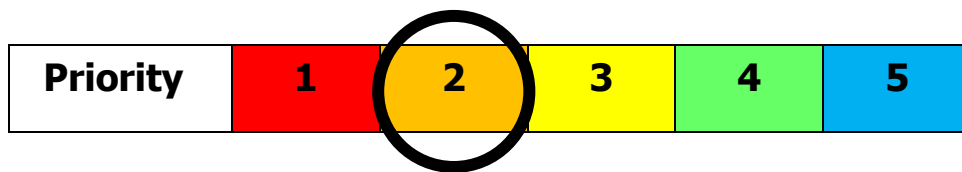
SR-71: damaged revetment wall arrangement to easement between 1044 and 1051 Edgecliff Dve



3.8.3 Repair / rectification of the compromised stormwater drainage and revetment wall arrangement to the easement / park adjacent to the Northern bridge entrance on Edgecliff Dve (previously called the 'Sickle Ave' bridge) due to slumping and forward rotation to same – anticipated to be also likely already programmed for rectification, a reproduction of the proposed SRB Consulting Engineers repair schedule for same appears at Appendix 'C' of this report.



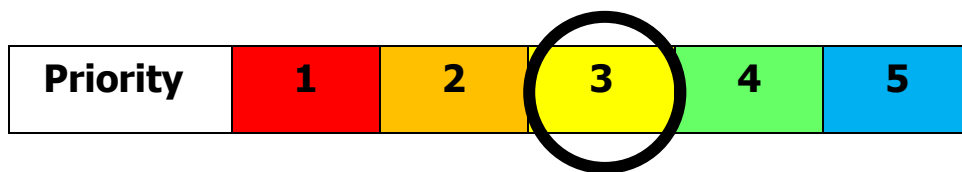
SR-72: damaged revetment wall arrangement to easement adjacent to North entrance of 'Sickle Ave' bridge



3.8.4 Rectification of approx. 40 litres of concrete spalling damage to the revetment wall arrangement (circa) 1001 / 1002 Edgecliff Dve.



SR-73: example view of spalling damage to 1001 / 1002 Edgecliff Dve revetment wall arrangement stem



3.9 **HARBOUR 4 – ‘ALYXIA’ / ‘JUSTICIA’ – The Point Cct (part)**



SR-74: overview of The Point Cct

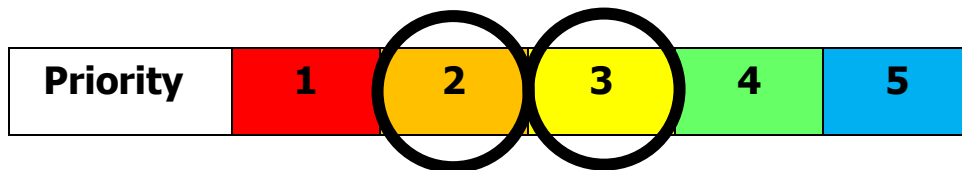
An inspection of the competency / condition of the reinforced concrete revetment wall / rock armouring to the newest release of the Sanctuary Cove Estate – The Point Cct - indicates the arrangement to generally remain in good order and condition.

Our Engineer noted, however, that the stormwater outlet on the Eastern aspect of the terrestrial retaining wall arrangement has apparently been located / set 'high' – ostensibly to avoid tidal ingress issues.

However, heavy rainfall events have subsequently caused significant disturbance to an isolated section of gabion rock armouring as a result - requiring insitu repacking - at the earliest convenience of the responsible party.



SR-75: comparison views of rock armouring condition at the SW outflow off The Point Cct (LHS = 2023 / RHS = 2024)



Further, we report that there were no overt signs of subsidence / slump and / or rotation of the terrestrial retaining wall arrangement at this time.

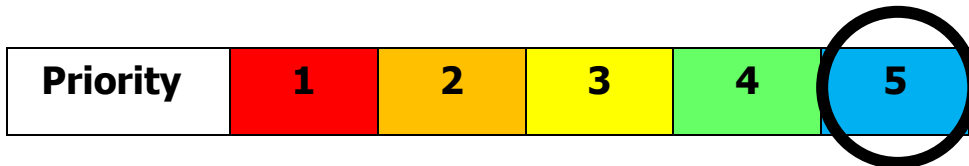


SR-76: retaining wall arrangement / rock armouring to the Southern aspect of The Point Cct



SR-77: revetment wall arrangement / rock armouring to the Eastern aspect of The Point Cct

We therefore have no remedial repair / rectification recommendations for the retaining wall arrangement to 'Alyxia' / 'Justicia' at this time.



4.0 DISCUSSION & CONCLUSIONS

4.1 The revetment wall arrangement / gabion rock armouring treatment to 'Roystonia', Harbour 1, 'Bauhinia', 'Washingtonia', Plumeria', 'Alyxia', 'Justicia' and generally – albeit to a lesser extent, due to nominal stem paste layer deterioration, 'Harpulia'– continue to present in a generally structurally adequate condition, as at September 2024.

4.2 Conversely, deterioration of the exposed reinforced concrete stem of various sections of 'Acacia' and 'Tristania' remains moderate and (nominally) progressive at various locations.

Acknowledging the nature of the problem causing this extensive paste-layer deterioration (fretting) - being the use of substandard concrete materials and / or handling & placement

techniques, as initially reported by John Reid & Associates in 2005 - cost-effective insitu repairs rectifications are therefore generally not viable.

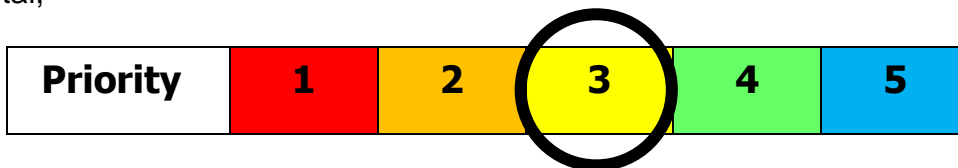
Given there are no viable alternatives to mitigate paste layer deterioration throughout Harbour 4 ('Tristania), there are therefore currently no structural repairs of significance to report for the revetment wall arrangements to Sanctuary Cove, at this time.

Further gabion rock replenishment to assist with mitigation of revetment wall arrangement stem fretting damage is not currently considered necessary.

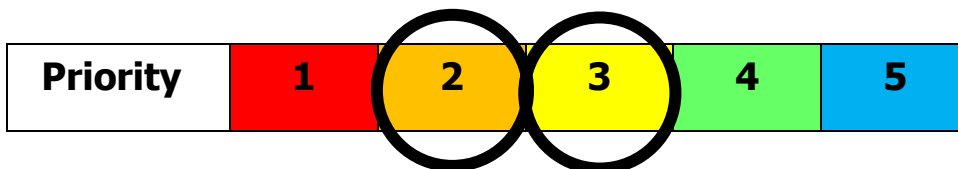
4.3 Apart from the revetment wall / rock armouring condition across the Sanctuary Cove estate, our Engineer noted other collateral issues of significance to be addressed, a brief summary being (in approx. address order):

4.3.1 **ROYSTONIA - Marine Drive North (Pinnaroo St) to HARBOUR 1**

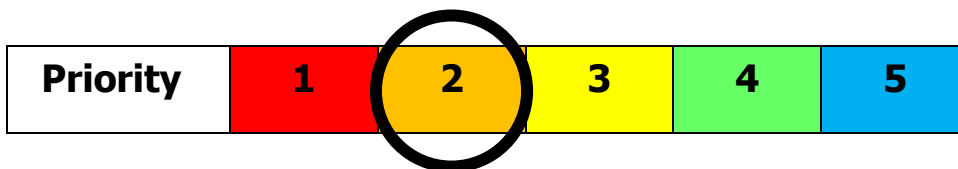
- a) Undertake isolated spalling repairs to (circa) 5240 Marine Dve Nth – approx. 20 litres in total;



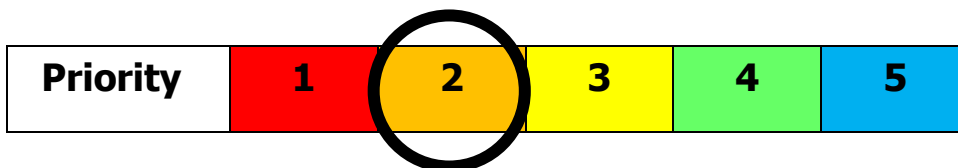
- b) Investigate potential headwall shift / twist damage to the stormwater outlet headwall at the Easement at 5252 Marine Dve North;



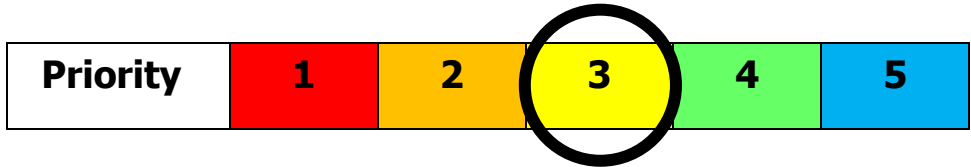
- c) Compel Owners to undertake application / approval / certification of the apparently oversized vessel to the finger pontoon arrangement at 5268 Marine Dve Nth – reapplication / certification of the original approval is likely indicated;



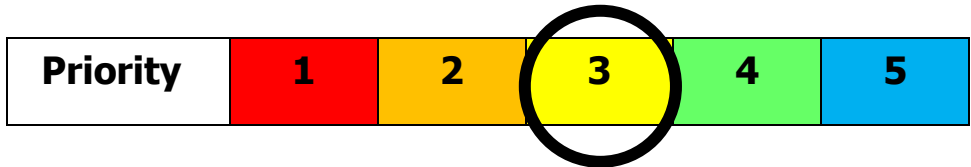
- d) Compel Owners to undertake repair or replacement of the compromised 'T-Head' pontoon arrangement at 5304 Marine Dve North;



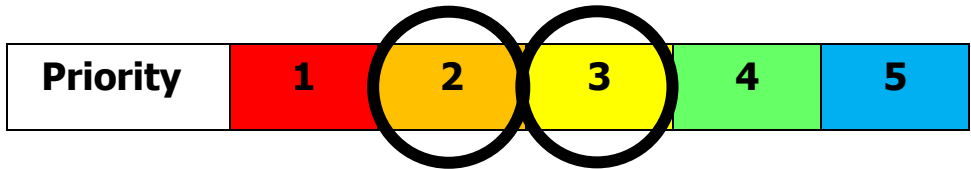
- e) Compel mooring pile installation contractor to check and recertify (following suitable insitu realignment) the HDPE sleeved mooring piles at 5320 Marine Dve North;



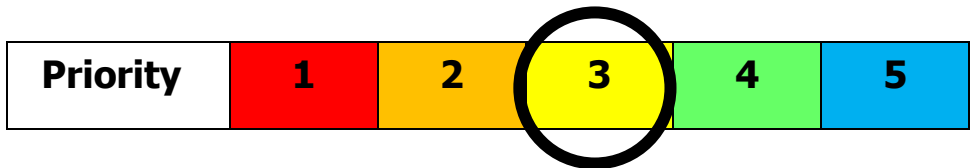
- f) Compel Owners to undertake replacement of Ø400 precast mooring piles to (x2 off pontoons) to (circa) 5322 and 5324 Marine Dve Nth;



- g) Undertake rectification of damaged subsurface stormwater drainage pipes to the Easement between (circa) 5324 and 5326 Marine Dve North;

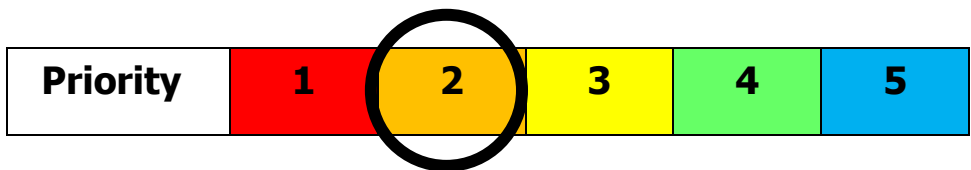


- h) Compel Owners to repair or replacement of the 'T-Head' pontoon arrangement (significantly compromised floatation module) at 5352 Marine Dve North.

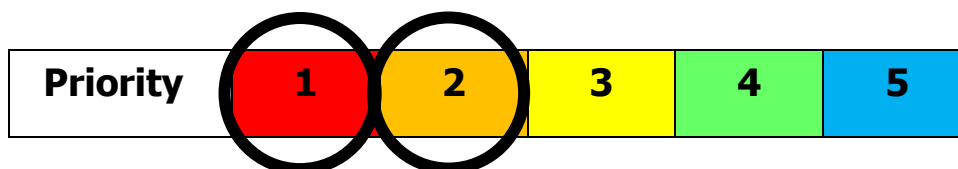


4.3.2 HARBOUR 1 - (Cypress Point Tc / The Promenade / Masthead Way and Harbour Tc to Coomera River frontage)

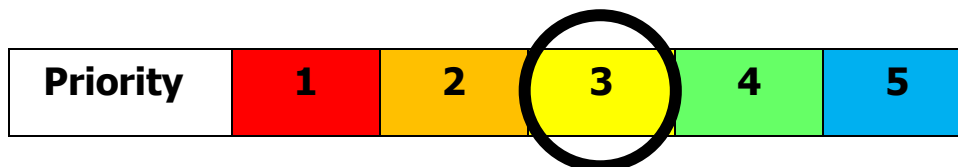
- a) Undertake repair of boardwalk support framing at (circa) 4614 The Parkway (note: use of this aspect of the 'common property' boardwalk should be restricted until suitable repairs have been completed);



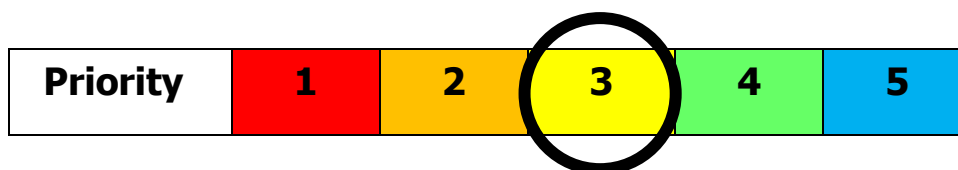
- b) Compel Owners to undertake repair of boardwalk outstand / gangway support framing at (circa) 5654 Harbour Tce (note: use of gangway should be restricted until suitable repairs have been completed);



- c) Owners to undertake insitu (spalling damage - approx. 40 litres) repair of Ø400 precast mooring pile at (circa) 5662 Harbour Tce;

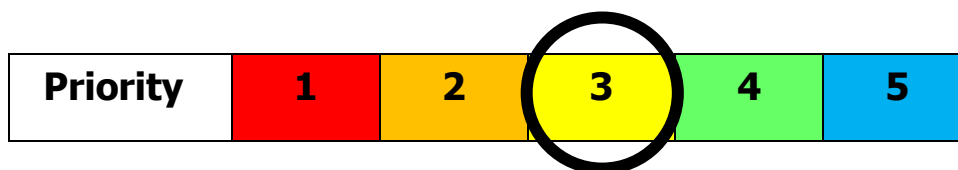


- d) Owners to undertake realignment / recertification or replacement of the significantly off-vertical Ø400 precast mooring pile at 5670 Harbour Tce



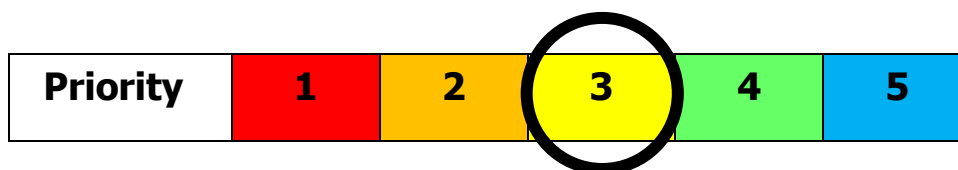
4.3.3 HARBOUR 2 – Coomera River & 'BAUHINIA' (Anchorage Tc)

- a) Undertake approx. 15 litres of spalling damage to the revetment wall arrangement stem at (circa) 5715 Anchorage Tce;

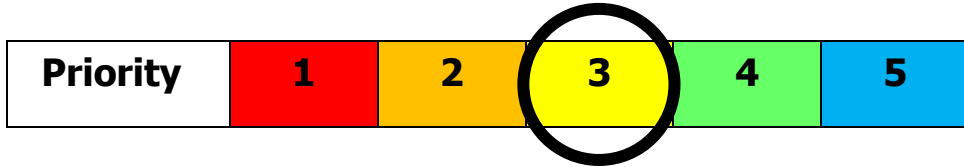


4.3.4 HARBOUR 2 – 'BAUHINIA' & 'WASHINGTONIA' (Anchorage Tc, Clearwater Crs, The Parkway, Bayview Walk & Bayside Cl)

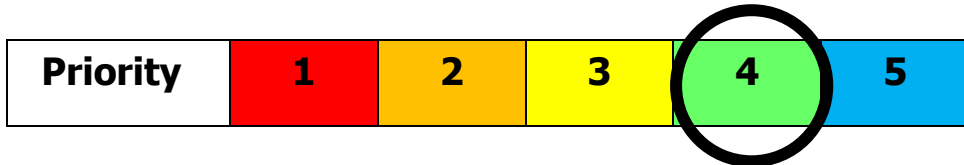
- a) Compel Owners to undertake replacement of the marine borer-affected timber mooring pile to the mini-marina arrangement at (circa) 4666 The Parkway;



- b) Compel Owners to undertake insitu rectification of approx. 50 litres of concrete spalling damage to the Ø400 mooring pile (North) at (circa) 5843 Covese Ln;

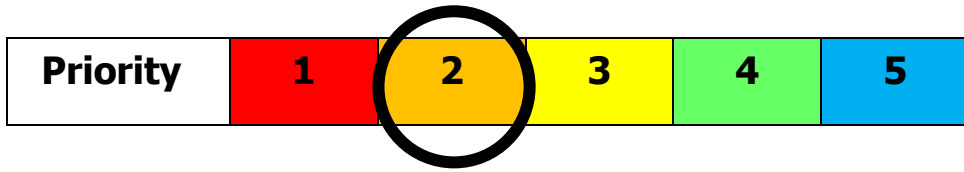


- c) Undertake repair / repositioning of impact-affected 'Private Harbour' signage adjacent to (circa) 7313 Bayside Cl.



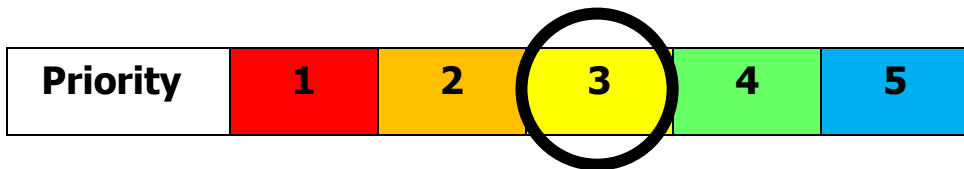
4.3.5 COOMERA RIVER FRONT – 'PLUMERIA': Marine Dve East

- a) Compel Owners to undertake replacement of the compromised pontoon at 7100 Marine Dve East;

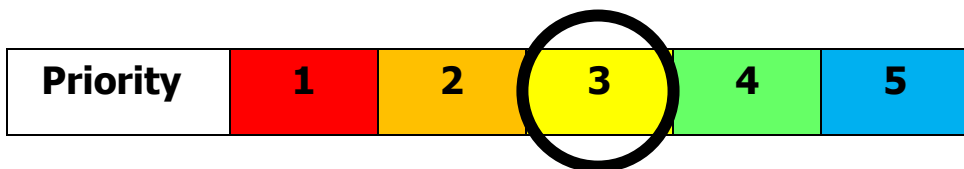


4.3.6 HARBOUR 3 – HARPULIA / ACACIA – The Parkway / Key Waters / Riverside Dve

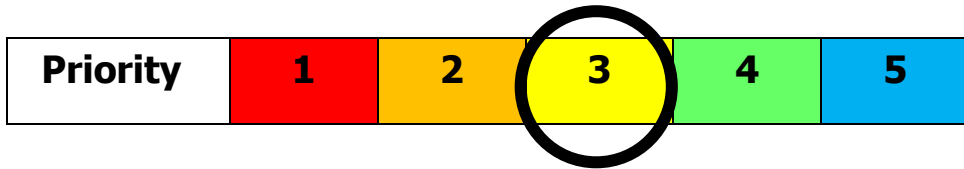
- a) Compel Owners to undertake application / approval / certification of the (additional) pontoon / mooring arrangement at (circa) 7399 Marine Dve East;



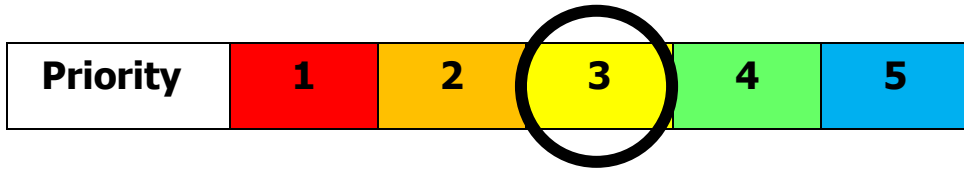
- b) Compel Owners to undertake application / approval / certification of the mooring facilities at (circa) 7020 & 7022 Riverview Cres;



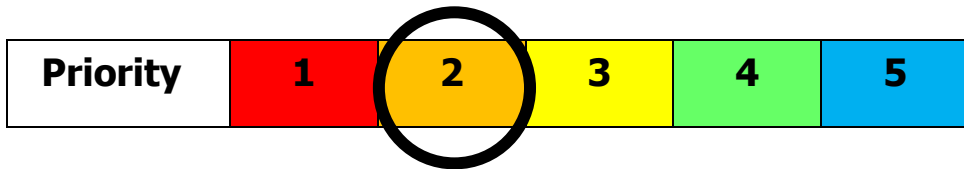
- c) Compel Owners to undertake application / approval / certification of the mooring facilities at (circa) 7093 Keyside Cl, currently presenting with an oversized vessel;



- d) Compel Owners to undertake application / approval / certification of the mooring facilities / bridge at (circa) 8015 / 8016 Key Waters;

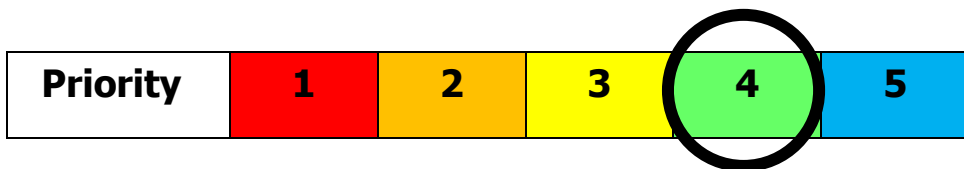


- e) Compel Owners to undertake repair or replacement of the compromised 'finger' pontoon arrangement at (circa) 8047 The Parkway.



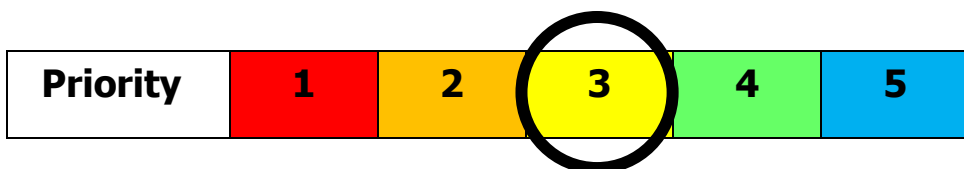
4.3.7 HARBOUR 4 –‘TRISTANIA’ / ‘JUSTICIA’

We would recommend forward budgeting for replacement of the compromised revetment wall arrangement stems on an 'ad-hoc' basis, likely commencing circa 2030.

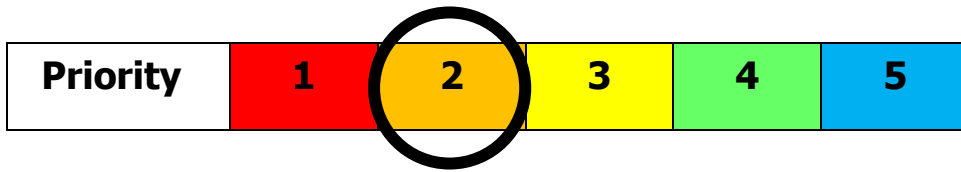


Further matters for attention in this precinct are:

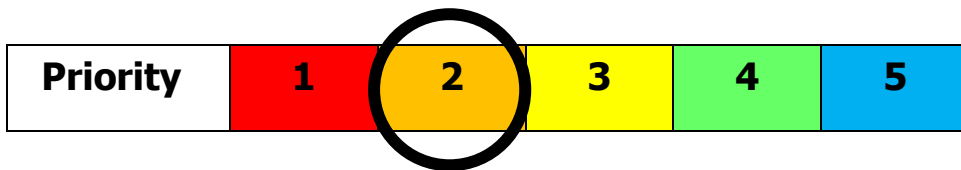
- a) Undertake repair / rectification of the compromised stormwater drainage at (circa) 2028 The Circle – rectification of the headwall collar and adjacent Ø825 pipe section + retrofitment of a thrust collar to support same is recommended – refer also SRB Consulting Engineers report dated 5th February 2024 at Appendix 'A' of this report;



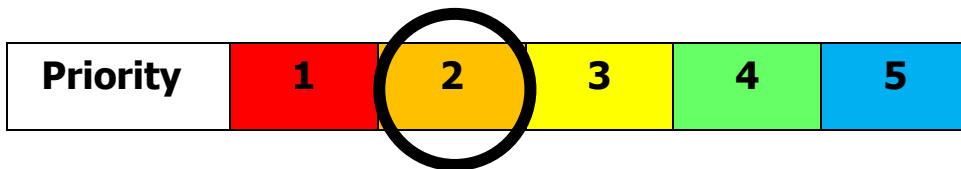
- b) Undertake repair / rectification of the compromised stormwater drainage at the park / easement between (circa) 1044 and 1051 Edgecliff Dve – further excavation and assessment indicated + partial reconstruction of approx. 14 l/m of the revetment wall arrangement stem top edge – refer also SRB Consulting Engineers report dated 6th February 2024 at Appendix ‘B’ of this report;



- c) Undertake repair / rectification repair / rectification of the compromised stormwater drainage and revetment wall arrangement to the easement / park adjacent to the Northern bridge entrance on Edgecliff Dve (previously called the ‘Sickle Ave’ bridge) due to slumping and forward rotation to same – refer also SRB Consulting Engineers report dated 7th February 2024 at Appendix ‘C’ of this report;

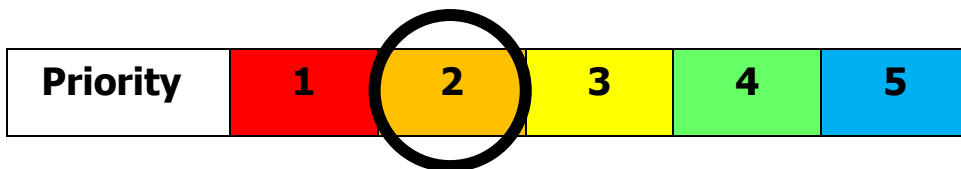


- d) Undertake rectification of approx. 40 litres of concrete spalling damage to the revetment wall arrangement (circa) 1001 / 1002 Edgecliff Dve;



4.3.8 ‘ALYXIA’ / ‘JUSTICIA’ – The Point Cct

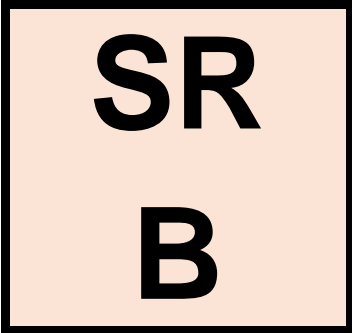
Undertake repacking of disturbed rock armouring adjacent to the stormwater outflow pipe at the Eastern end of the ‘Alyxia’ retaining wall arrangement.



STEPHEN BELYEA **B.Eng, MIE Aust,**
RPEQ 6204
 for and on behalf of
SRB CONSULTING ENGINEERS

A handwritten signature in blue ink, appearing to read 'S. Belyea', with a horizontal line underneath.

Date: 12th September 2023



SRB CONSULTING

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CONSULTING STRUCTURAL ENGINEERS
Principal: Stephen Belyea, B.Eng. (Structural), MIE Aust. R.P.E.Q.

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STORMWATER OUTLET CONDITION REPORT

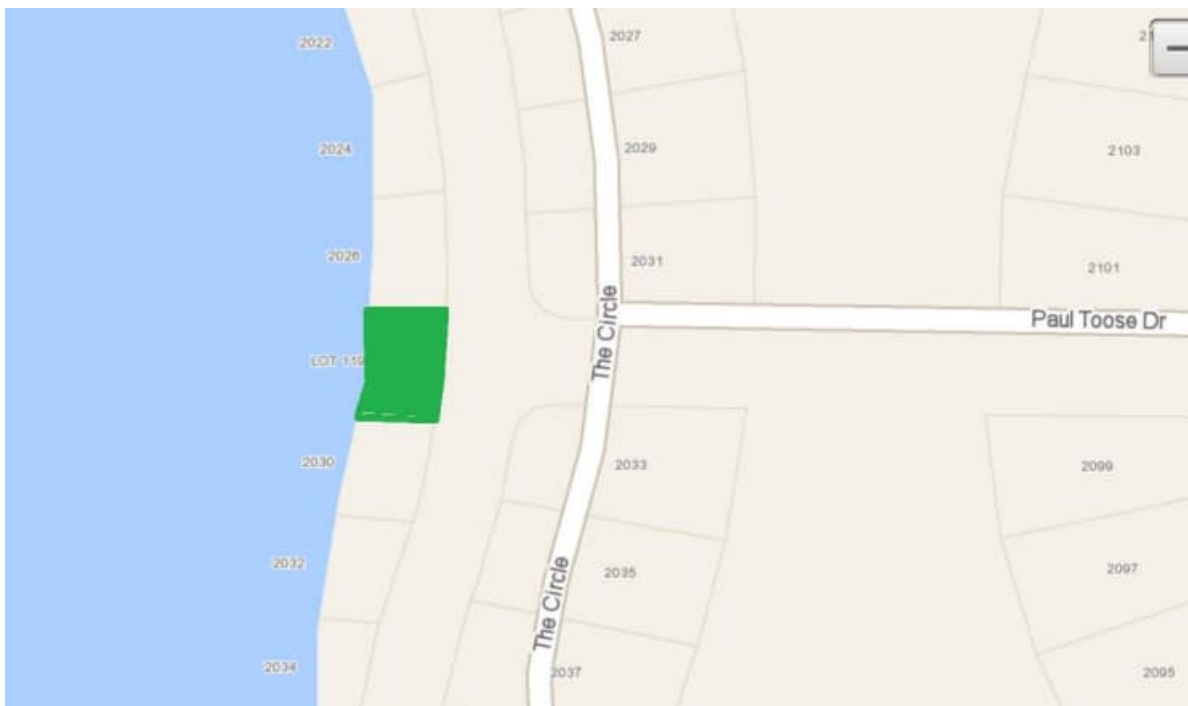
'SANCTUARY COVE ESTATE'

Easement between 2026 and 2030 The Circle

Sanctuary Cove

QLD 4212

Author: Steve Belyea, RPEQ 6204



PREAMBLE

This is a first impressions report, the scope of which is limited to cursory observation and non-invasive investigation(s). As such, the contents should be regarded as indicative, rather than definitive, at this time.

This report has been prepared in accordance with instructions received from the Principal Body Corporate (G.T.P. 202) for 'Sanctuary Cove' and therefore any liabilities that may arise from issues discussed in this report are restricted to same.

It is essential that the Body Corporate take reasonable steps to properly address the items of significance identified in this report.

This should include obtaining independent legal advice on the Body Corporate's rights and obligations in respect of any building defect or maintenance issues identified.

We are not lawyers and therefore cannot advise you in relation to legal matters.

The author of this document has placed each of the above findings into a level of priority for readers to understand at a glance.

This matrix is subjective and is based on the author's experience and expertise.

Level	Structural Significance	Urgency
1	Potential for human injury	Owners notified within 24 hours Action required as quickly as possible
2	Advanced deterioration occurring Imminent symptomatic defects	Plan of action required within 3 months
3	Significant deterioration occurring Assumed symptomatic defects	Plan of action required within 3 – 12 months
4	Will lead to structural damage of significance over 5+ years	Plan of action required within 12 – 24 months
5	Considered an aesthetic defect	Not considered urgent

1.0 EXECUTIVE SUMMARY

1.1 We are of the considered opinion that the main stormwater outlet located in the easement located between **2026 and 2030 The Circle** has likely suffered a significant continuity breach of the reinforced concrete pipe within approx. 1.5m – 2m off the rear of the revetment wall line.

Our Engineer was also of the opinion that a significant piping channel has formed under the revetment wall arrangement heel - on the Southern side of the reinforced concrete pipe – additionally venting retained soil materials.

To that end, we would estimate the following Scope of Works repair to successfully rectify same, viz:

- a. locally excavate (and store on site) retained soil materials behind the revetment wall arrangement over an area approx. 3m either side of the stormwater reinforced concrete pipe, approx. 2m rear (East) of the revetment wall arrangement = approx. 12m². Excavations should extend at least 0.3m past the invert level of the reinforced concrete pipe, or to the revetment wall arrangement heel, whichever occurs first;
- b. locally excavate / relocate the gabion rock armouring currently position between the outboard face of the revetment wall arrangement and the precast concrete headwall / outlet to adequately expose reinforced concrete pipe, for at least 1m either side;
- c. undertake audit of the reinforced concrete pipe shell over an approx. 3m (exposed) length and the 1st inboard joint / collar (if exposed during excavations), as well as the revetment wall arrangement penetration and outboard section of the reinforced concrete pipe;
- d. undertake audit of the exposed (approx. 6m) section of the revetment wall arrangement – particular attention should be paid to the condition of the heel, as well as the heel / stem construction joint;
- e. undertake insitu repairs to reinforced concrete pipe as discovered. Note: repairs may require surface patching and / or relining of the affected section of the reinforced concrete pipe;
- f. undertake insitu repairs to the exposed revetment wall arrangement section, if and as discovered;
- g. install non-shrink grout or reinforced concrete between the underside of the (repaired) reinforced concrete pipe and the revetment wall arrangement heel (e.g. thrust block);
- h. audit the existing sprinkler system lines for competency – repair as discovered;
- i. locate piping channel / ground defect on the Southern side of the reinforced concrete pipe and insert approx. 0.3m³ of nominal 10mm – 12mm particle size (pea) gravel into the void to the underside of the heel, followed by backfilling procedures, viz:
 - j. **[layer 1]** - install (x3 off) layers of min 360g/cm² geofabric to the base of the excavation – lap up the excavated soil wall to within 0.3m of the finished surface

level / lap over the top surface of the reinforced concrete pipe (min. 0.5m overlap) / lap up the revetment wall arrangement stem to with 0.1m of the top edge;

k. install a layer of nominal 10mm – 12mm particle size (pea) gravel to a depth of approx. 0.1m – estimated pea gravel volume to layer 1 = 1m³, total;

l. [**layer 2**] - install (x2 off) layers of min 360g/cm² geofabric to the excavation trench (over layer 1) and backfill with approx. 0.3m deep of nominal 20mm particle size (drainage) gravel – estimated gravel volume to layer 2 = 3m³, total;

m. [**layer 3**] - install final (x2 off) layers of min 360g/cm² geofabric to the excavation trench (over layer 1) and backfill with approx. 0.2m deep of nominal 20mm particle size (drainage) gravel – estimated volume to layer 2 = 2m³, total;

n. backfill the inboard side of the revetment wall arrangement with soil from the retrofitted drainage top layer to the required finished surface level, for landscaping presentation;

o. reinstate gabion rock to the original design profile at the outboard face of the revetment wall arrangement.

1.2 There is additionally around 40 to 60 litres of concrete spalling to the top edge of the revetment wall arrangement to be attended to, typically located at the vertical construction joints (due to spalling of the interconnection dowel bar).

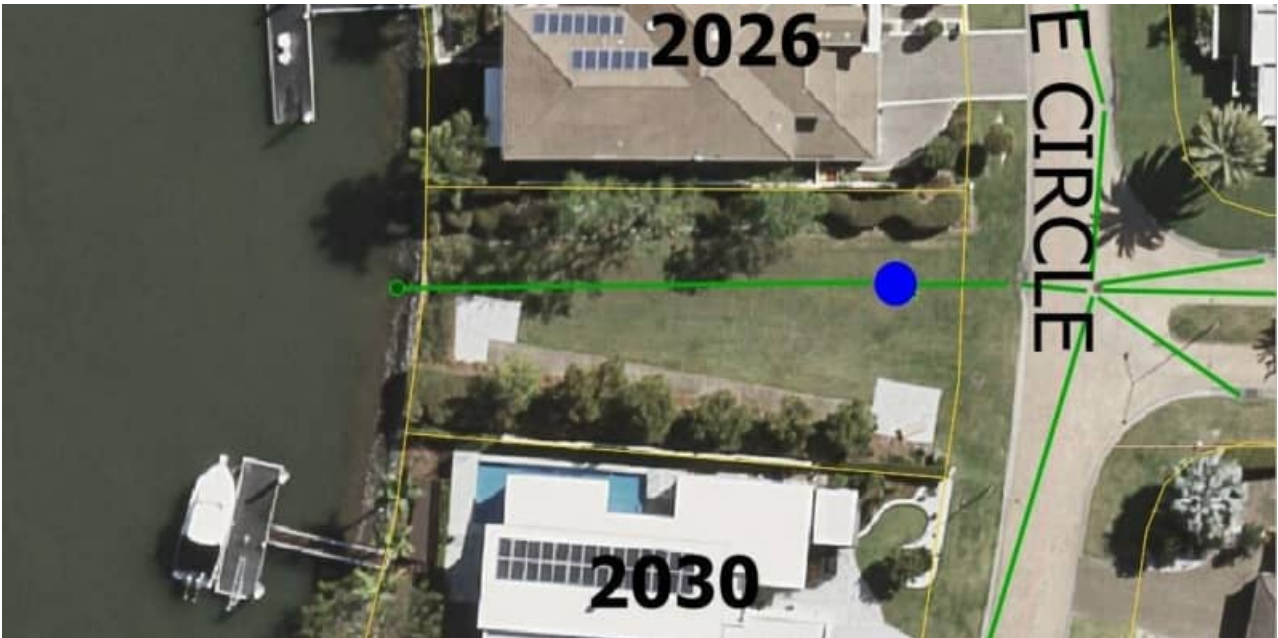
Note the Y20 original panel joint dowel bars are not considered to be structurally critical and therefore do not need to be reinstated across the joints, as a part of the rectification program.

2.0 SCOPE OF THIS REPORT

2.1 An Engineer from this office attended the stormwater easement located between 2026 and 2030 The Circle (adjacent to Paul Toose Dve) on the 14th December 2023 and subsequently, 2nd February 2024, to investigate reports of damage / failure and where appropriate, develop broad rectification procedures to restore adequate functionality / longevity to the structure.



SCC-01: overview of easement between 2026 and 2030 The Circle - #1



SCC-02: overview of easement between 2026 and 2030 The Circle - #2

2.2 Note that measurements and associated costings depicted in this report are approximate and intended as an initial guide for preliminary budgeting purposes, only.

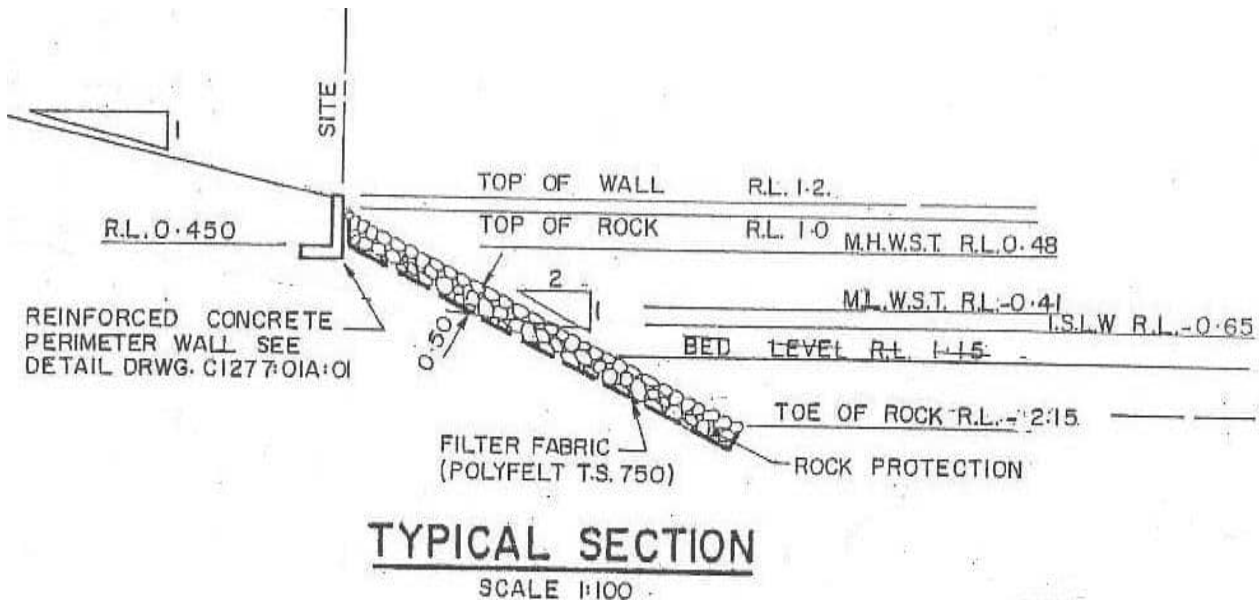
3.0 SITE / STRUCTURE DESCRIPTION

3.1 The identified approx. 11m wide (landscaped) easement located between 2026 & 2030 The Circle presents with a nominal crossfall / grade in the order of around (~1:50) to the West (canal) generally, then batters to a grade around 1:4 over the last approx. 3m.



SCC-03: part view of Western batter / canal frontage to the easement between 2026 and 2030 The Circle

The Western border of the easement Lot is subsequently bounded by an approx. 0.9m high reinforced concrete 'L'-shaped revetment wall arrangement, with gabion rock armouring to the outboard face, per the typical cross section view below:



SCC-04: typical / example revetment wall arrangement / rock armour arrangement

The revetment wall arrangement is penetrated at around the centreline of the easement by a medium diameter (estimated $\text{Ø}900$) reinforced concrete pipe (and headwall / diffuser) that is the main roadside drainage outlet for the vicinity.



SCC-05: RCP drainage / headwall outlet off The Circle

3.2 Our Engineer estimated that this stormwater drainage arrangement appeared to be around 40 years old, circa mid-1980's.

4.0 OBSERVATIONS

4.1 A general inspection of the Western batter zone of the stormwater drainage easement at this location reveals evidence of a significant continuity breach of the reinforced concrete pipe, estimated to have occurred within approx. 1.5m – 2m off the rear of the revetment wall line.



SCC-06: views of easement ground subsidence in the vicinity of the stormwater RCP (supplied photos)

Indeed, a cursory satellite image review indicates evidence of the onset of this reinforced concrete pipe breach, likely around / circa 2019 / 2020.

Our Engineer was also of the opinion that a significant piping channel has formed under the revetment wall arrangement heel - on the Southern side of the reinforced concrete pipe – venting retained soil materials into the canal, as well.



SCC-07: advanced ground subsidence issues about the stormwater RCP - #1



SCC-08: advanced ground subsidence issues about the stormwater RCP - #2

The gabion rock armouring presents with a generally acceptable profile, noting that the revetment wall arrangement appears to have suffered (relatively nominal) off-vertical rotation in the order of $h / 20$.

This off-vertical rotation is not, however, considered to be of overt structural concern for the ambient site conditions and therefore does not currently require formal intervention in this regard.



SCC-09: example views of spalling damage to the revetment wall arrangement stem - #1

Additionally, there is around 40 to 60 litres of concrete spalling to the top edge of the revetment wall arrangement to be attended to, typically located at the vertical construction joints (due to spalling of the interconnection dowel bar), though we would identify that these Y20 original panel joint dowel bars (causing the spalling damage) are not considered to be structurally critical and therefore do not need to be reinstated across the joints, as a part of the rectification program.

That is, standard concrete spalling repair technique can be applied, without restoring the inter-panel construction joint dowel bars at the top edge.



SCC-10: example view of spalling damage to the revetment wall arrangement stem - #2

4.2 General options for remediation of the breached subsurface reinforced concrete pipe section are somewhat indeterminate until the structure has been suitably exposed for accurate condition assessment, however typical rectification options currently presenting for this matter would be:

- (cheapest) – internally reline the breached reinforced concrete pipe section;
- or
- (more expensive, but likely the best longevity solution) – remove and replace the breached reinforced concrete pipe section to the 1st female / male junction (typically 2m – 5m off the revetment wall arrangement stem), as well as replacement of precast headwall.

As such, both options should be costed by contractors quoting these repairs, as Optional / Provisional Cost items.

Irrespective of the chosen / required reinforced concrete pipe rectification method, we would estimate the following Scope of Works repair to successfully rectify same, being:

- a. locally excavate (and store on site) retained soil materials behind the revetment wall arrangement over an area approx. 3m either side of the stormwater reinforced concrete pipe, approx. 2m rear (East) of the revetment wall arrangement = approx. 12m². Excavations should extend at least 0.3m past the invert level of the reinforced concrete pipe, or to the revetment wall arrangement heel, whichever occurs first;
- b. locally excavate / relocate the gabion rock armouring currently position between the outboard face of the revetment wall arrangement and the precast concrete headwall / outlet to adequately expose reinforced concrete pipe, for at least 1m either side;
- c. undertake audit of the reinforced concrete pipe shell over an approx. 3m (exposed) length and the 1st inboard joint / collar (if exposed during excavations), as well as the revetment wall arrangement penetration and outboard section of the reinforced concrete pipe;
- d. undertake audit of the exposed (approx. 6m) section of the revetment wall arrangement – particular attention should be paid to the condition of the heel, as well as the heel / stem construction joint;
- e. undertake insitu repairs to reinforced concrete pipe as discovered. Note: repairs may require surface patching and / or relining of the affected section of the reinforced concrete pipe;
- f. undertake insitu repairs to the exposed revetment wall arrangement section, if and as discovered;
- g. install non-shrink grout or reinforced concrete between the underside of the (repaired) reinforced concrete pipe and the revetment wall arrangement heel (e.g. thrust block);
- h. audit the existing sprinkler system lines for competency – repair as discovered;
- i. locate piping channel / ground defect on the Southern side of the reinforced concrete pipe and insert approx. 0.3m³ of nominal 10mm – 12mm particle size (pea) gravel into the void to the underside of the heel, followed by backfilling procedures, viz:

- j. **[layer 1]** - install (x3 off) layers of min 360g/cm² geofabric to the base of the excavation – lap up the excavated soil wall to within 0.3m of the finished surface level / lap over the top surface of the reinforced concrete pipe (min. 0.5m overlap) / lap up the revetment wall arrangement stem to with 0.1m of the top edge;
- k. install a layer of nominal 10mm – 12mm particle size (pea) gravel to a depth of approx. 0.1m – estimated pea gravel volume to layer 1 = 1m³, total;
- l. **[layer 2]** - install (x2 off) layers of min 360g/cm² geofabric to the excavation trench (over layer 1) and backfill with approx. 0.3m deep of nominal 20mm particle size (drainage) gravel – estimated gravel volume to layer 2 = 3m³, total;
- m. **[layer 3]** - install final (x2 off) layers of min 360g/cm² geofabric to the excavation trench (over layer 1) and backfill with approx. 0.2m deep of nominal 20mm particle size (drainage) gravel – estimated volume to layer 2 = 2m³, total;
- n. backfill the inboard side of the revetment wall arrangement with soil from the retrofitted drainage top layer to the required finished surface level, for landscaping presentation;
- o. reinstate gabion rock to the original design profile at the outboard face of the revetment wall arrangement.



SCC-11: example view of typical subsurface stormwater RCP damage (Rabaul Ave, Runaway Bay) - #1

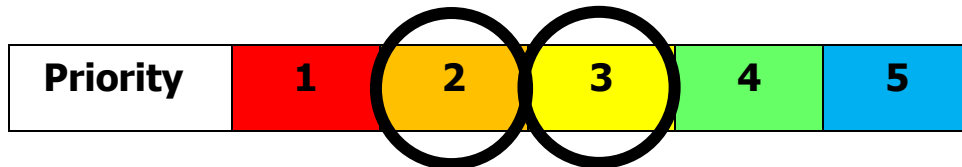


SCC-12: example view of typical subsurface stormwater RCP damage (Rabaul Ave, Runaway Bay) - #2

4.3 There is additionally around 40 to 60 litres of concrete spalling to the top edge of the revetment wall arrangement to be attended to, typically located at the vertical construction joints (due to spalling of the interconnection dowel bar).

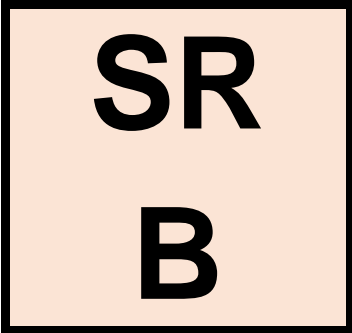
Note that the (original) Y20 original panel joint dowel bars are not considered to be structurally critical at this location and therefore do not need to be reinstated across the joints, as a part of the rectification program.

We would recommend these works are undertaken at the earliest opportunity of the and in any case, not more than 3 - 6 months hence.



STEPHEN BELYEA **B.Eng, MIE Aust,**
RPEQ 6204
for and on behalf of
SRB CONSULTING ENGINEERS

Date: 5th February 2024



SRB CONSULTING

ABN 74 225 770 976

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STORMWATER OUTLET CONDITION REPORT

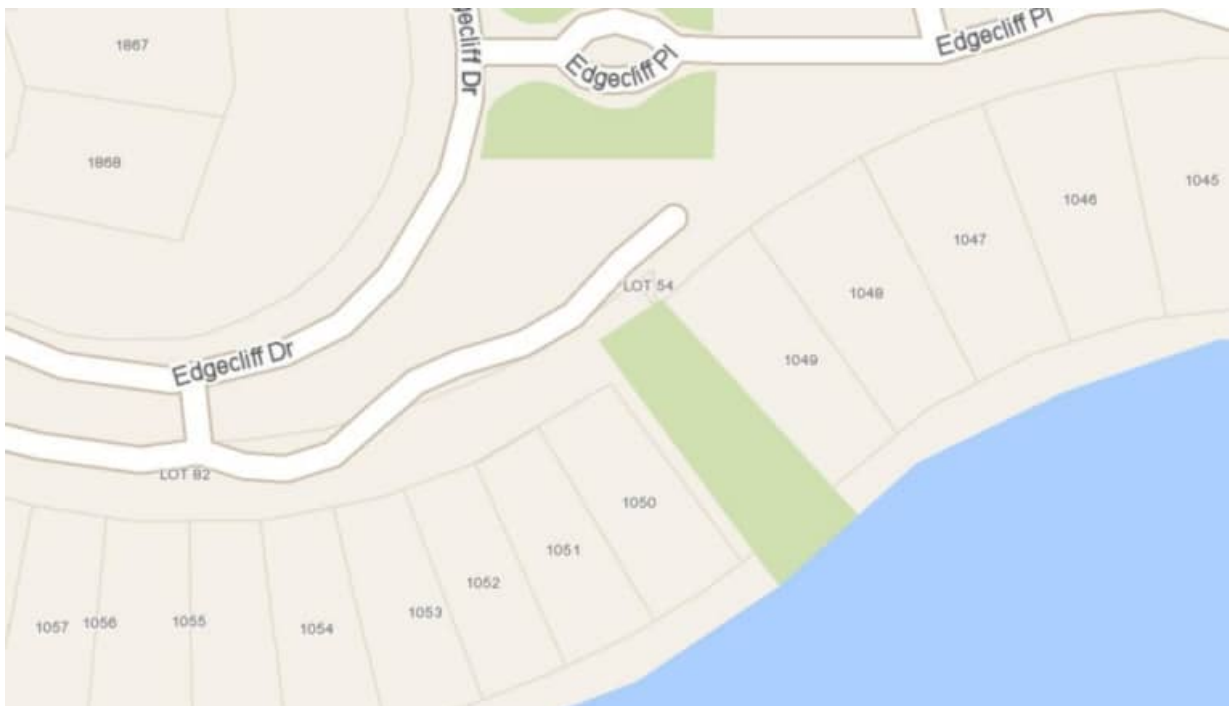
'SANCTUARY COVE ESTATE'

Easement between 1049 and 1050 Edgecliff Dve

Sanctuary Cove

QLD 4212

Author: Steve Belyea, RPEQ 6204



PREAMBLE

This is a first impressions report, the scope of which is limited to cursory observation and non-invasive investigation(s). As such, the contents should be regarded as indicative, rather than definitive, at this time.

This report has been prepared in accordance with instructions received from the Principal Body Corporate (G.T.P. 202) for 'Sanctuary Cove' and therefore any liabilities that may arise from issues discussed in this report are restricted to same.

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We are not lawyers and therefore cannot advise you in relation to legal matters.

The author of this document has placed each of the above findings into a level of priority for readers to understand at a glance.

This matrix is subjective and is based on the author's experience and expertise.

Level	Structural Significance	Urgency
1	Potential for human injury	Owners notified within 24 hours Action required as quickly as possible
2	Advanced deterioration occurring Imminent symptomatic defects	Plan of action required within 3 months
3	Significant deterioration occurring Assumed symptomatic defects	Plan of action required within 3 – 12 months
4	Will lead to structural damage of significance over 5+ years	Plan of action required within 12 – 24 months
5	Considered an aesthetic defect	Not considered urgent

1.0 EXECUTIVE SUMMARY

1.1 We are of the considered opinion that the main stormwater outlet located in the easement located between **1049 and 1050 Edgecliff Dve** is generally performing adequately, with no significant breaches evident at this time.

Nominal loss of surface soil materials appears to be the result of overland rainfall runoff scouring during significant rainfall events and therefore can be locally 'redressed' for cosmesis / landscaping purposes, if and as required.

Advancing fretting damage to the exposed upper margin of the revetment wall stem is the age-related consequence of poor original construction techniques for same (excessive water volume in the concrete mix, etc.), as previously reported (2010) by this office.

Unfortunately, the porous nature of the damaged reinforced concrete substrate (stem) is such that cementitious-based repairs are unlikely to prove successful long term – we would therefore not recommend same at this location.

To that end, we currently have no formal rectification / repairs of significance to recommend for the stormwater reinforced concrete pipe / outlet or revetment wall arrangement in the vicinity, at this time.

1.2 Further, it is likely that the top edge of this identified (easement) revetment wall stem will deteriorate to an unacceptable level in around 4 – 6 years, hence.

At that time, the most judicious repair strategy for the affected approx. 14 lineal metres of revetment wall stem will be to:

- a. excavate retained soil margin behind easement revetment wall arrangement to the heel level (approx. R.L.+0.45) for approx. 1m in width (estimated soil excavation = 10m³) – store on site;
- b. demolish the top approx. 0.4m to 0.5m of the top edge;
- c. drill and epoxy set (hot dip galvanised) N12 dowel bars (470mm long, 70 min. embedment, 50 bar cog @ top end) at 150mm crs.
- d. treat the construction interface with min. two coats of 'Bondcrete', or similar;
- e. tie 2 – N12 (hot dip galvanised) horizontal (transfer) reinforcement bars to the aforementioned retrofitted dowel bars;
- f. form and insitu pour new 150mm wide stem section with min. 32 MPa concrete with ('Micropoz', or similar) mix sealant additive (estimated approx. 1m³, total);
- g. locate and clear scupper (drainage) holes in revetment wall arrangement stem (located near the top surface of the heel);
- h. locate the revetment wall arrangement vertical construction joints and apply suitable marine grade flexible sealant to the construction interface, overcoated with min. two coats of flexible membrane to min. 0.2m each side of joint (e.g. 'Sika-Tite' PUD+) to the, rear (inboard) face, only;

- i. install 3 layers min. 360gm/cm² geofabric to top surface of stem and across the excavation extents (min. sheet overlap 0.5m) – particular attention should be paid to the vertical revetment wall arrangement construction;
- j. retrofit approx. 0.4m deep 20mm nominal particle size drainage gravel to excavation base, subsequently backfill with site-stored soil materials;
- k. restore / augment the adjacent gabion rock armouring profile to the current top edge level (slightly higher than the original design profile).

2.0 SCOPE OF THIS REPORT

2.1 An Engineer from this office attended the stormwater outlet easement location between 1049 and 1050 Edgecliff Dve on the 14th December 2023 and subsequently, 2nd February 2024, to investigate reports of damage / failure and where appropriate, develop broad rectification procedures to restore adequate functionality / longevity to the structure.



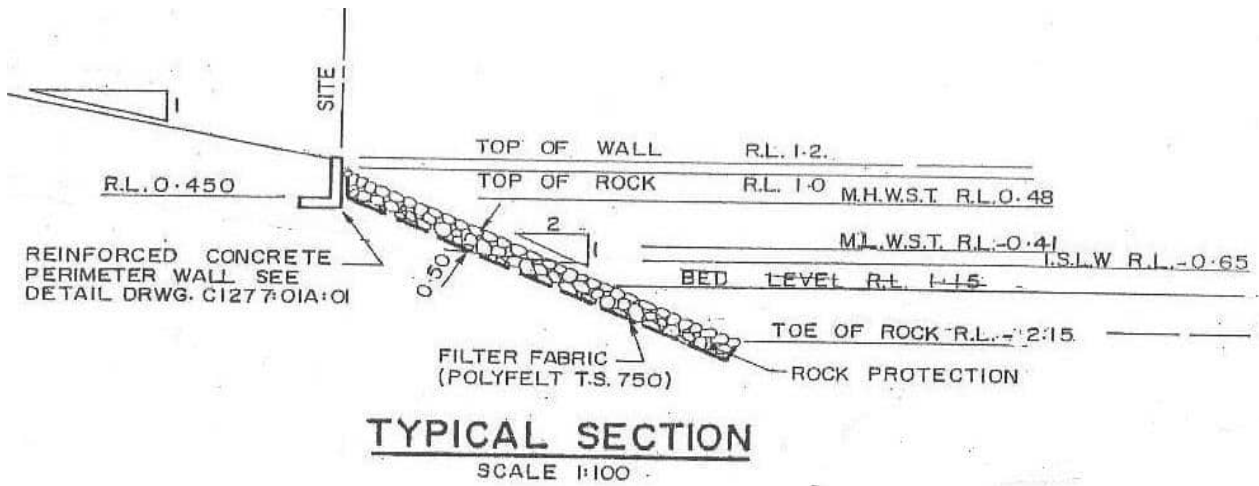
SCE-01: overview of easement between 1049 and 1050 Edgecliff Dve

2.2 Note that measurements and associated costings depicted in this report are approximate and intended as an initial guide for preliminary budgeting purposes, only.

3.0 SITE / STRUCTURE DESCRIPTION

3.1 The identified approx. 14m wide (landscaped) easement located between 1049 & 1050 Edgecliff Dve presents with a nominal crossfall / grade in the order ~1:50 to the South (canal).

The Southern border of the easement Lot is subsequently bounded by an approx. 0.9m high reinforced concrete 'L'-shaped revetment wall arrangement, with gabion rock armouring to the outboard face, per the typical cross section view below:



SCE-02: typical / example revetment wall arrangement / rock armour arrangement

The revetment wall arrangement is penetrated at around the centreline of the easement by a large diameter (estimated $\text{Ø}1200$) reinforced concrete pipe (and headwall / diffuser) that is the main roadside drainage outlet for the vicinity.



SCE-03: RCP drainage / headwall outlet

3.2 Our Engineer estimated that this stormwater drainage arrangement appeared to be around 40 years old, circa mid-1980's.

4.0 OBSERVATIONS

4.1 A general inspection of reinforced concrete footpath / grounds did not reveal evidence of overt subsidence / sinkholes, the reasonable implication being that the subsurface drainage reinforced concrete pipe remains generally competent over the extent of its presentation within the easement.



SCE-04: typical view of easement arrangement

Further, assessment of the reinforced concrete headwall at the outlet end revealed same to be (also) adequately competent at this time.



SCE-05: example view of reinforced concrete headwall

The gabion rock armouring, also, presents with an acceptable profile for the ambient site conditions.



SCE-06: example view of gabion rock armour profile

The are therefore no repairs of significance to report for the stormwater reinforced concrete pipe, headwall or outboard gabion rock armouring at this time.

4.2 The condition of the revetment wall stem in the vicinity, however, is 'poor' – apparently suffering advanced paste-layer (surface) fretting issues for (at least) around the top 300mm.

The advanced (early) deterioration of the Harbour 4 revetment wall arrangement has been the topic of previous investigation reports, viz:

➤ 2005 - John Reid (ref. JRE051005);

➤ 2010 – SRB Consulting Engineers.

The reader is referred to these specific inspection reports, however an excerpt from the 2010 SRB Consulting Engineers report is as follows:

“ . . . advanced deterioration / erosion of the surface (paste layer) above the rock armouring profile line.”



SCE-07: example of revetment wall arrangement surface deterioration of the Harbour 4 revetment wall - 2010



SCE-08: example view of stem deterioration to revetment wall arrangement at easement - #1

Indeed, the advanced deterioration of the revetment wall arrangement stem edge has progressed to a point beyond financially viable insitu repair.

That is, ad-hoc cementitious repairs are unlikely to bond successfully to the unstable substrate and are therefore unlikely to be successful, long-term.

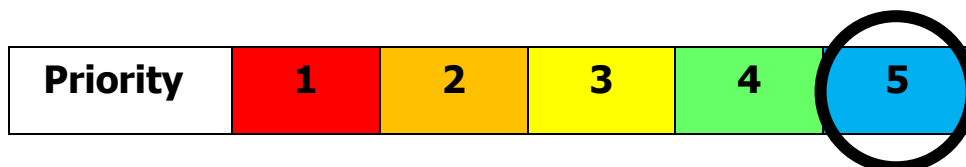


SCE-09: example view of stem deterioration to revetment wall arrangement at easement - #2



SCE-10: example view of stem deterioration to revetment wall arrangement at easement - #3

To that end, we would alternatively recommend treatment of the current state of the easement revetment wall stem fretting damage / deterioration as predominantly a matter of cosmesis, only, at this time.



As such, we have no rectification / repair regimes to recommend for this issue that would fall into the timetable 'Plan of action required within 24-months'.



SCE-11: stem deterioration to revetment wall arrangement at easement (supplied photo) - #3

4.3 That being said, we would further identify that it is likely the top edge of this identified easement revetment wall stem will deteriorate to an unacceptable level in around 4 – 6 years, hence.

At that time, the most judicious repair strategy for the affected approx. 14 lineal metres of revetment wall stem will be to:

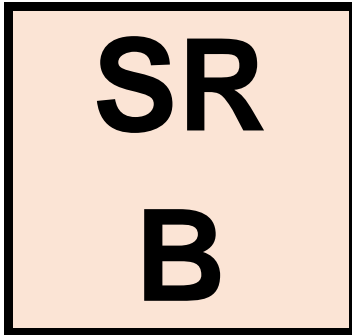
- i. excavate retained soil margin behind easement revetment wall arrangement to the heel level (approx. R.L.+0.45) for approx. 1m in width (estimated soil excavation = 10m³) – store on site;
- m. demolish the top approx. 0.4m to 0.5m of the top edge;
- n. drill and epoxy set (hot dip galvanised) N12 dowel bars (470mm long, 70 min. embedment, 50 bar cog @ top end) at 150mm crs.
- o. treat the construction interface with min. two coats of 'Bondcrete', or similar;
- p. tie 2 – N12 (hot dip galvanised) horizontal (transfer) reinforcement bars to the aforementioned retrofitted dowel bars;
- q. form and insitu pour new 150mm wide stem section with min. 32 MPa concrete with ('Micropoz', or similar) mix sealant additive (estimated approx. 1m³, total);
- r. locate and clear scupper (drainage) holes in revetment wall arrangement stem (located near the top surface of the heel);
- s. locate the revetment wall arrangement vertical construction joints and apply suitable marine grade flexible sealant to the construction interface, overcoated with min. two coats of flexible membrane to min. 0.2m each side of joint (e.g. 'Sika-Tite' PUD+) to the, rear (inboard) face, only;

- t. install 3 layers min. 360gm/cm² geofabric to top surface of stem and across the excavation extents (min. sheet overlap 0.5m) – particular attention should be paid to the vertical revetment wall arrangement construction;
- u. retrofit approx. 0.4m deep 20mm nominal particle size drainage gravel to excavation base, subsequently backfill with site-stored soil materials;
- v. restore / augment the adjacent gabion rock armouring profile to the current top edge level (slightly higher than the original design profile).

STEPHEN BELYEA **B.Eng, MIE Aust,**
RPEQ 6204
for and on behalf of
SRB CONSULTING ENGINEERS



Date: 6th February 2024



SRB CONSULTING

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STORMWATER OUTLET CONDITION REPORT

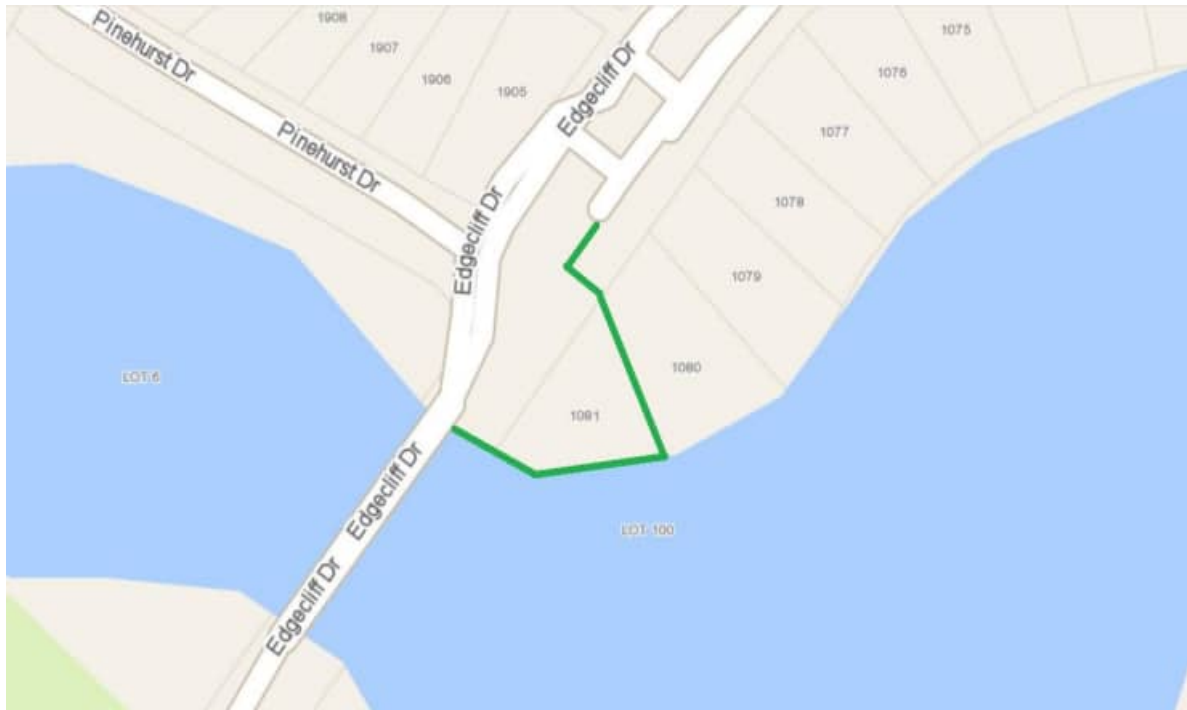
'SANCTUARY COVE ESTATE'

Easement adjacent to the Northern end of the 'Sickle Ave' bridge

Sanctuary Cove

QLD 4212

Author: Steve Belyea, RPEQ 6204



PREAMBLE

This is a first impressions report, the scope of which is limited to cursory observation and non-invasive investigation(s). As such, the contents should be regarded as indicative, rather than definitive, at this time.

This report has been prepared in accordance with instructions received from the Principal Body Corporate (G.T.P. 202) for 'Sanctuary Cove' and therefore any liabilities that may arise from issues discussed in this report are restricted to same.

It is essential that the Body Corporate take reasonable steps to properly address the items of significance identified in this report.

This should include obtaining independent legal advice on the Body Corporate's rights and obligations in respect of any building defect or maintenance issues identified.

We are not lawyers and therefore cannot advise you in relation to legal matters.

The author of this document has placed each of the above findings into a level of priority for readers to understand at a glance.

This matrix is subjective and is based on the author's experience and expertise.

Level	Structural Significance	Urgency
1	Potential for human injury	Owners notified within 24 hours Action required as quickly as possible
2	Advanced deterioration occurring Imminent symptomatic defects	Plan of action required within 3 months
3	Significant deterioration occurring Assumed symptomatic defects	Plan of action required within 3 – 12 months
4	Will lead to structural damage of significance over 5+ years	Plan of action required within 12 – 24 months
5	Considered an aesthetic defect	Not considered urgent

1.0 EXECUTIVE SUMMARY

1.1 We are of the considered opinion that of the (x2 off) stormwater outlets located in the easement adjacent to the termination of Harbour 4 / Coomera River and the timber vehicular access bridge (formerly known as the 'Sickle Ave Bridge'), that (off Edgecliff Dve):

- the Eastern-most (closest to Lot 1080) stormwater subsurface reinforced concrete pipe / outlet and adjacent revetment wall arrangement are performing within general expectations for this aspect of Harbour 4 and are therefore not considered further in this report;
- the Western-most (closest to the 'Sickle Ave' timber bridge) stormwater outlet has suffered significant rotation of the revetment wall arrangement over a distance of approx. 10m – 12m. The stormwater reinforced concrete pipe outlet precast headwall is severely damaged, also.

1.2 With regard to the aforementioned Western-most (closest to the 'Sickle Ave' timber bridge) stormwater reinforced concrete pipe and adjacent revetment wall, it was the considered opinion of our Engineer that the primary damage mechanism for this affected section of the arrangement has been hydrostatic inundation loading due to the age-related failure (calcification / blockage) of the original drainage / scupper provisions across this convex (outward-curved) geometric presentation of the arrangement.

Concurrently, an apparent long-term (years) lack of suitable passive pressure (i.e. gabion rock armouring profile) at the affected section of the revetment wall has permitted same to further rotate off-vertical in the order of 90mm to 110mm, with subsequent (relatively slow) evacuation of retained soils about the (now) opened panel joints to this convex section.

1.3 Though no overt evidence of separation of the subsurface reinforced concrete pipe was apparent on the adjacent landscape, our Engineer was nonetheless of the considered opinion that partial dislocation / separation of the first (mechanical) male-female joint to same has likely occurred, requiring rectification.

1.4 We would note that in practical terms, however – ignoring potential issues of cosmesis – that the affected 10m – 12m of revetment wall is nonetheless (still) performing a generally adequate / acceptable retention function in its current (rotated) state for the ambient site conditions.

The precast concrete headwall is nonetheless significantly damaged from concrete spalling, though could (also, in the short term i.e. next approx. 3 – 5 years) be regarded as providing an acceptable function for the ambient site conditions at this time.

Given the Harbour 4 revetment wall arrangement has been generally identified as compromised (due to errant original construction technique) and therefore requiring replacement in the foreseeable future - though not necessitated at this time - a viable rectification option would indeed be the removal and replacement of approx. 12m of revetment wall arrangement and 6m (estimated) of subsurface reinforced concrete pipe - estimated at \$55K to \$65K (+ GST).

That being said, a Scope of Works program for (less expensive, partial) insitu rectification would be:

- a. locally excavate (and store on site) retained soil materials behind the revetment wall arrangement over an area approx. 7m either side of the stormwater reinforced concrete pipe outlet, approx. 2m rear (North) of the revetment wall arrangement = approx. 14m². Excavations should extend at least 0.3m past the invert level of the reinforced concrete pipe, or to the revetment wall arrangement heel level, whichever occurs first;
- b. locally excavate the subsurface reinforced concrete pipe to a length approx. 6m off the revetment wall arrangement, approx. 1.5m wide = approx. 9m²;
- c. undertake audit of the reinforced concrete pipe shell and initial (x2 off) male -female joints off the rear of the revetment wall arrangement stem – repair / replace as discovered; Note: repairs may require surface patching and / or relining of the affected section of the reinforced concrete pipe, if discovered;
- d. undertake audit of the exposed (approx. 14m) section of the revetment wall arrangement – particular attention should be paid to the condition of the heel, as well as the heel / stem construction joint - undertake ‘cursory’ insitu repairs to the exposed revetment wall arrangement section, if and as discovered;
- e. install non-shrink grout or reinforced concrete between the underside of the (repaired) reinforced concrete pipe and the revetment wall arrangement heel, followed by backfilling procedures, viz:
 - f. **[layer 1]** - install (x3 off) layers of min 360g/cm² geofabric to the base of the excavation – lap up the excavated soil wall to within 0.3m of the finished surface level / lap over the top surface of the reinforced concrete pipe (min. 0.5m overlap) / lap up the revetment wall arrangement stem to with 0.1m of the top edge;
 - g. install a further layer of nominal 10mm – 12mm particle size (pea) gravel to a depth of approx. 0.1m – estimated pea gravel volume to layer 1 = 2.5m³, total;
 - h. **[layer 2]** - install (x2 off) layers of min 360g/cm² geofabric to the excavation trench (over layer 1) and backfill with approx. 0.3m deep of nominal 20mm particle size (drainage) gravel – estimated drainage gravel volume to layer 2 = 8m³, total;
 - i. **[layer 3]** - install final (x2 off) layers of min 360g/cm² geofabric to the excavation trench (over layer 1) and backfill with approx. 0.2m deep of nominal 20mm particle size (drainage) gravel – estimated volume to layer 2 = 6m³, total;
- j. backfill the inboard side of the revetment wall arrangement with from the retrofitted drainage top layer to the required finished surface level, for landscaping presentation;
- k. reinstate gabion rock to the original design profile at the outboard face of the revetment wall arrangement – estimated volume 8m³ (approx. 12T, min.).

1.5 Due to its current degree of deterioration, we currently don't consider the Western-most headwall as being sufficiently competent for insitu repair.

As such, this (precast) headwall unit will need to be demolished and replaced when the general condition is no longer for viable use (estimated to be approx. 3 – 5 years hence).

2.0 SCOPE OF THIS REPORT

2.1 An Engineer from this office attended the stormwater outlet easement located between the Northern end of the 'Sickle Ave' bridge and Lot 1080 Edgecliff Dve on the 14th December 2023 and subsequently, 2nd February 2024, to investigate reports of damage / failure and where appropriate, develop broad rectification procedures to restore adequate functionality / longevity to the structure.



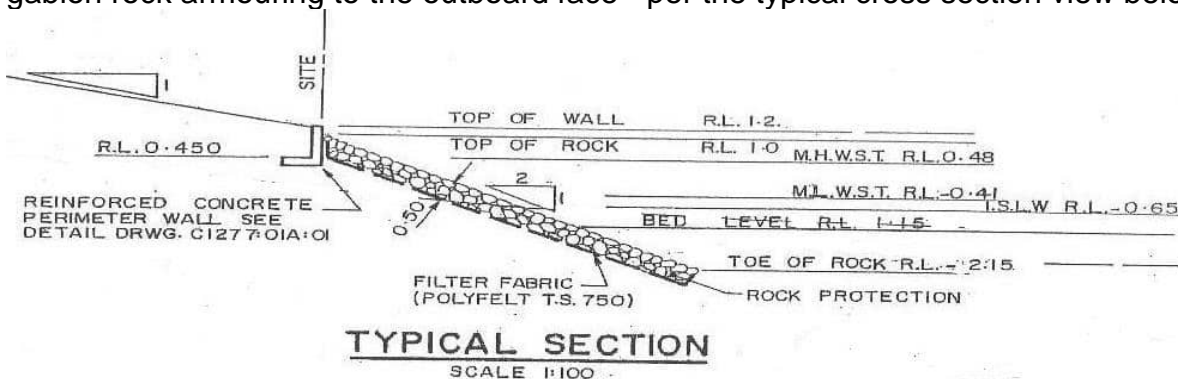
SCB-01: overview of easement between the 'Sickle Ave' bridge and Lot 1080 Edgecliff Dve

2.2 Note that measurements and associated costings depicted in this report are approximate and intended as an initial guide for preliminary budgeting purposes, only.

3.0 SITE / STRUCTURE DESCRIPTION

3.1 The identified approx. 50m wide (landscaped) easement located between the Northern abutment of the 'Sickle Ave' bridge and Lot 1080 Edgecliff Dve presents with a generally consistent crossfall / grade in the order ~1:20 to the South (canal).

The Southern border of the easement Lot is subsequently bounded by an approx. 0.9m high reinforced concrete 'L'-shaped revetment wall arranged in a convex curve shape - with gabion rock armouring to the outboard face - per the typical cross section view below:



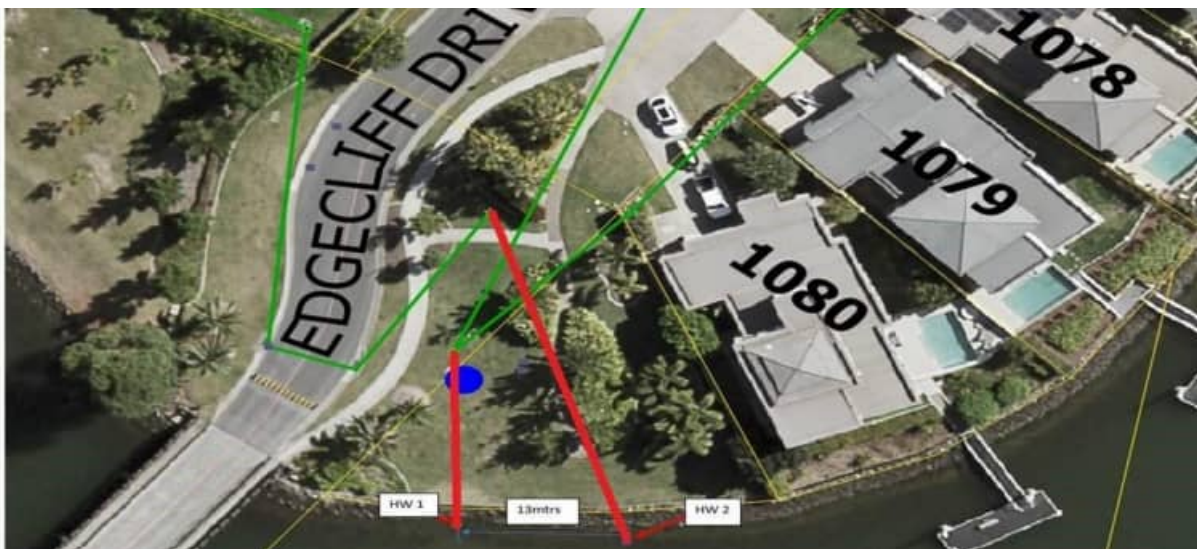
SCB-02: typical / example revetment wall arrangement / rock armour arrangement

The revetment wall arrangement is penetrated at two locations within the easement by large diameter (estimated Ø1200) reinforced concrete pipes (with associated precast headwall / diffusers) that are the main roadside drainage outlet for the vicinity.



SCB-03: part view of easement / revetment wall arrangement and Western-most RCP headwall

3.2 Our Engineer estimated that this stormwater drainage arrangement appeared to be around 40 years old, circa mid-1980's.



SCB-04: overview of easement arrangement

4.0 OBSERVATIONS

4.1 A general inspection of approx. 1160m² easement area did not reveal evidence of overt subsidence or sinkholes, the reasonable implication being that the subsurface drainage reinforced concrete pipes (x2 off) remain generally adequately competent over the extent of their presentation in this area.



SCB-05: typical views of easement arrangement - #1



SCB-06: typical view of easement arrangement - #2

Further, assessment of the reinforced concrete headwall at the Eastern-most outlet (closest to Lot 1080) revealed same to present in an adequately competent condition at this time.

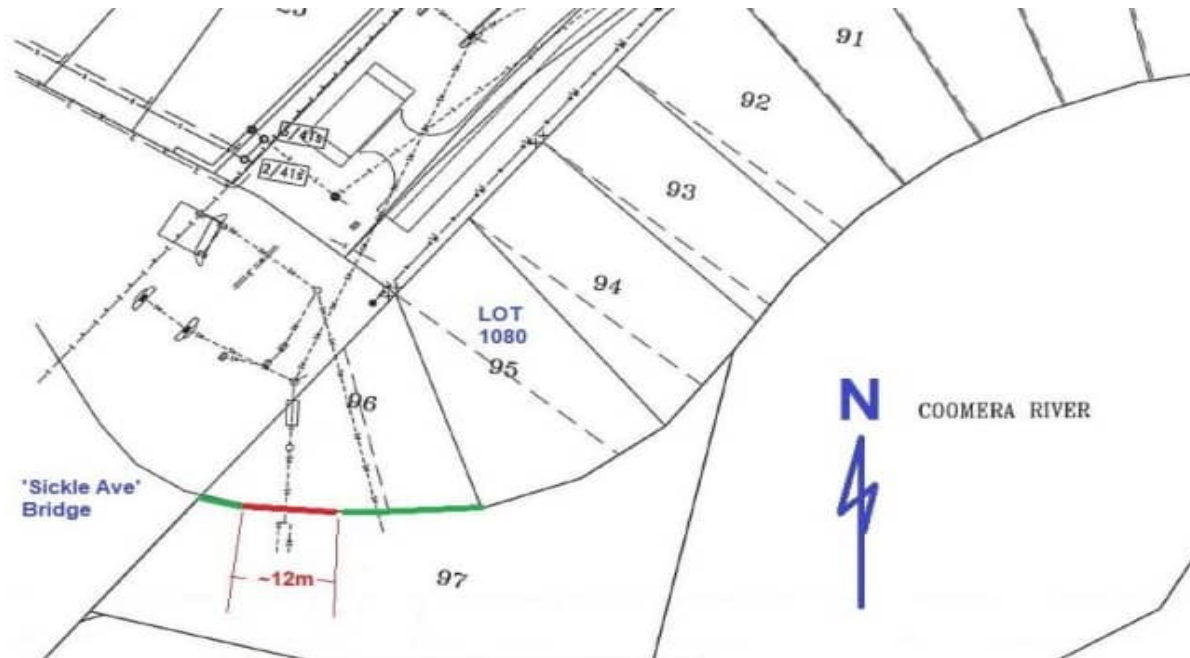


SCE-07: example view of reinforced concrete headwall

Both the gabion rock armouring and revetment wall arrangement, also, at the Eastern-most (closest to Lot 1080) outlet presents in an acceptable and generally competent condition.

To that end, the Eastern-most (closest to Lot 1080) stormwater reinforced concrete pipe + precast headwall - and revetment wall section adjacent to same - are generally not considered further in this report.

4.2 However, the revetment wall arrangement located directly to the Western-most (closest to the 'Sickle Ave' bridge) stormwater reinforced concrete pipe has overtly rotated off-vertical in the order of 90mm – 110mm (~h / 10), over a section approx. 12m in length, this considered to be 'significant'.



SCB-08: stormwater RCP setout / location (green = OK / red = damaged)

The adjacent gabion rock profile is overtly reduced and providing only nominal passive pressure to the outboard face of the affected section of the revetment wall arrangement as a consequence – it is uncertain if this was an original profiling of the rock armouring, or is / was a modification to same in response to a reported issue with the underlying reinforced concrete pipe.



SCB-09: revetment wall arrangement and gabion rock profile adjacent to Western-most RCP outlet

The revetment wall stem paste-layer deterioration (surface fretting) at this particular location – being Harbour 4 – remains generally consistent with the 2010 SRB Consulting Engineers report findings for the predominance of the Harbour 4 arrangement, viz:

“ . . . advanced deterioration / erosion of the surface (paste layer) above the rock armouring profile line.”

- noting there is (typical) additional (relatively nominal and infrequent) spalling / fracture damage at isolated panel construction joints.



SCB-10: revetment wall construction joint (dowel) damage



SCB-11: significantly reduced gabion rock armouring profile at Western-most outlet

The precast concrete headwall at this location is also heavily deteriorated – it was the opinion of our Engineer that on the balance of probability, this overt damage to the headwall has been caused by mechanical impact, likely occurring during the previous gabion rock re-profiling work at this location (date unknown).



SCB-12: example view of Western-most precast headwall damage - #1

Indeed, the deterioration of this identified precast headwall unit has advanced to a point beyond practical / financially viable insitu repair.

Our Engineer subsequently formed the considered opinion that on the balance of probability, the most likely damage scenario / chronology for the Western-most headwall and revetment wall arrangement has been:

- age-related calcification / blockage of the original drainage scuppers to the revetment wall has occurred, causing lateral rotation that was likely cosmetically 'apparent' due to the convex curve geometry of the arrangement;
- subsequent 'repair' efforts have re-profiled the gabion rock arrangement over the reinforced concrete pipe outstand section past the revetment wall, ostensibly out of concern regarding additional load stresses being applied to the exposed section of the Ø1200 reinforced concrete drainage pipe, resulting from the observed forward rotation of the wall;
- the reduction of passive pressure (gabion rock weight) to the outboard face of the revetment wall arrangement has resulted in further lateral rotation of the revetment wall arrangement, to its current as-presented state,
- (likely) rock fall damage during the gabion armour re-profiling have fractured aspects of the precast headwall at this location, subsequently (overtly) exacerbated as a result of exposure of the engaged reinforcement and resultant spalling damage.

In short, our Engineer predicts that the predominance of damage now presenting to the Western-most (closest to the 'Sickle Ave' bridge) revetment wall arrangement and precast headwall is the direct result of errant choices during previous repair 'attempts' to same.

4.3 In practical terms, however – ignoring obvious issues of cosmesis – the affected approx. 12m of revetment wall is nonetheless (still) performing a *generally* adequate / acceptable retention function in its current (rotated) state for the ambient site conditions.

Further – though indeed significantly damaged - the precast concrete headwall can also be regarded as providing an acceptable function for the ambient site conditions in the short term (i.e. not more than additional approx. 3 – 5 years, hence).

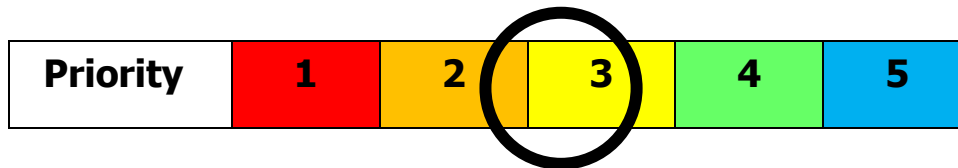


SCB-13: (relatively) nominal surface depression along the Western-most RCP alignment

Of note, though no *overt* evidence of separation of the subsurface reinforced concrete pipe was apparent on the adjacent landscape, our Engineer was nonetheless of the considered opinion that partial dislocation / separation of the 1st male-female pipe joint has likely occurred nonetheless, requiring rectification.

To that end - given the Harbour 4 revetment wall arrangement has been generally identified as compromised (due to errant original construction technique) and therefore requiring replacement in the foreseeable future - though not currently necessitated - a viable rectification option would indeed be the removal and replacement of approx. 12m of revetment wall arrangement and (estimated) approx. 6m length of subsurface reinforced concrete pipe.

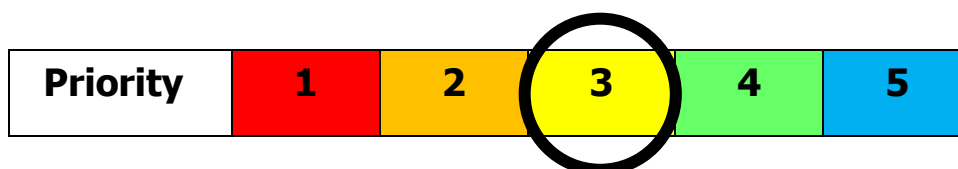
We would estimate the cost of such works to be in the order of \$55K to \$65K (+ GST).



4.4 Alternatively, an approx. Scope of Works program for (less expensive, partial) insitu rectification of the currently affected arrangement would be (assuming reinforced concrete pipe damage is not significant):

- a. locally excavate (and store on site) retained soil materials behind the revetment wall arrangement over an area approx. 7m either side of the stormwater reinforced concrete pipe outlet, approx. 2m rear (North) of the revetment wall arrangement = approx. 14m². Excavations should extend at least 0.3m past the invert level of the reinforced concrete pipe, or to the revetment wall arrangement heel level, whichever occurs first;
- b. locally excavate the subsurface reinforced concrete pipe to a length approx. 6m off the revetment wall arrangement, approx. 1.5m wide = approx. 9m²;
- c. undertake audit of the reinforced concrete pipe shell and initial (x2 off) male -female joints off the rear of the revetment wall arrangement stem – repair / replace as discovered; Note: repairs may require surface patching and / or relining of the affected section of the reinforced concrete pipe, if discovered;
- d. undertake audit of the exposed (approx. 14m) section of the revetment wall arrangement – particular attention should be paid to the condition of the heel, as well as the heel / stem construction joint - undertake ‘cursory’ insitu repairs to the exposed revetment wall arrangement section, if and as discovered;
- e. install non-shrink grout or reinforced concrete between the underside of the (repaired) reinforced concrete pipe and the revetment wall arrangement heel, followed by backfilling procedures, viz:
 - f. **[layer 1]** - install (x3 off) layers of min 360g/cm² geofabric to the base of the excavation – lap up the excavated soil wall to within 0.3m of the finished surface level / lap over the top surface of the reinforced concrete pipe (min. 0.5m overlap) / lap up the revetment wall arrangement stem to with 0.1m of the top edge;
 - g. install a further layer of nominal 10mm – 12mm particle size (pea) gravel to a depth of approx. 0.1m – estimated pea gravel volume to layer 1 = 2.5m³, total;

- h. **[layer 2]** - install (x2 off) layers of min 360g/cm² geofabric to the excavation trench (over layer 1) and backfill with approx. 0.3m deep of nominal 20mm particle size (drainage) gravel – estimated drainage gravel volume to layer 2 = 8m³, total;
- i. **[layer 3]** - install final (x2 off) layers of min 360g/cm² geofabric to the excavation trench (over layer 1) and backfill with approx. 0.2m deep of nominal 20mm particle size (drainage) gravel – estimated volume to layer 2 = 6m³, total;
- j. backfill the inboard side of the revetment wall arrangement with from the retrofitted drainage top layer to the required finished surface level, for landscaping presentation;
- k. reinstate gabion rock to the original design profile at the outboard face of the revetment wall arrangement – estimated volume 8m³ (approx. 12T, min.).



Note that this approx. Scope of Works does not currently address potential reinforced concrete pipe damage issues that may be discovered, as these are generally indeterminate until the pipe has been suitably exposed for an accurate condition assessment.

If discovered, reinforced concrete pipe damage issues will need to be set as an Optional / Provisional Cost item, noting that our Engineer anticipates partial relining of the reinforced concrete pipe (if repairs are indeed required) would likely suffice, in this instance.



SCB-14: example view of damaged stormwater RCP replacement works (Rabaul Ave Runaway Bay) - #1



SCB-15: example view of damaged stormwater RCP replacement works (Rabaul Ave Runaway Bay) - #2

4.5 Due to its current degree of deterioration, we currently do not consider the Western-most headwall (closest to the 'Sickle Ave' bridge) as being sufficiently competent to warrant the cost for insitu repair.



SCB-16: example view of Western-most precast headwall damage - #2

As such, this (precast) headwall unit will need to be removed and replaced when the general condition is no longer acceptable for viable use (estimated to be approx. 3 – 5 years hence).

STEPHEN BELYEA **B.Eng, MIE Aust,**
RPEQ 6204
for and on behalf of
SRB CONSULTING ENGINEERS

Date: 7th February 2024



EMERGENCIES, DISASTERS AND OUTAGES GUIDE FOR SANCTUARY COVE RESIDENTS



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Disclaimer: The information contained within this booklet is for general informational purposes only and should not be considered professional advice. The Sanctuary Cove Principal Body Corporate makes no warranties or representations about the content or completeness of this guide. We assume no liability or responsibility for any inaccuracies of content.

1. INTRODUCTION

The Emergencies, Disasters & Outages Guide for Residents has been prepared to bring together relevant information and resources to assist residents within Sanctuary Cove Resort in the event of an emergency, disaster, or outage.

Importantly, your local government area, being the Gold Coast, is primarily responsible for managing disaster events within its local area. The City of Gold Coast's website provides Gold Coast residents with critical information relating to emergencies, disasters and outages -

<https://www.goldcoast.qld.gov.au/Services/Emergencies-disasters-outages>

You can also subscribe to receive notifications about potentially dangerous situations or simply use the City Dashboard to update yourself on disaster events (including road closures, power outages and weather warnings) <https://dashboard.goldcoast.qld.gov.au/>

For assistance during an emergency, you should first **call 000**. If further assistance or support is genuinely required our Security Services can be called on 07 5500 3355 then select option 1.



2. SANCTUARY COVE COMMUNITY SERVICES LIMITED

Sanctuary Cove Community Services Limited (SCCSL), provides administration and management services to the PBC, PTBC, and RBCs. SCCSL has an Emergency Management Plan in place to guide its staff during an emergency in order to re-establish and maintain the essential services it provides for the PBC.

During an emergency the key staff positions are as follows –

Chief Warden (*Security Operations Manager or highest-ranking Security Officer*)

The Chief Warden takes command during emergency situations, overseeing the response and coordinating with the external Emergency Services and SCCSL's emergency response efforts.

Emergency Officers (*SCCSL WHS Committee Representatives and Emergency Wardens*)

Emergency Officers coordinate and manage SCCSL's emergency response efforts.

Communications Liaison (*Appointed by Chief Warden at the time of the event*)

The Communications Liaison serves as the central point of contact for coordinating communications and ensuring timely and consistent updates throughout an emergency.

Senior Management Team (*Manager of Body Corporate, Facilities Services Manager, Finance Manager, Security Operations Supervisor*)

The Senior Management Team is responsible for strategic decision-making, resource allocation, and providing overall direction of and support to SCCSL staff during an emergency.

Security Services

Security Services liaise with the Chief Warden and, where safe to do so, take action to contain or control the hazard or event.

CRO – Control Room Operator

The Control Room Operator is responsible for monitoring and managing operations within the control room.

3. SERVICE OUTAGES AND ALERTS WITHIN SANCTUARY COVE

When there are disruptions to services and systems such as water, sewage, electrical, fibre-to-the-home (FTTH), stormwater, roads or project works, SCCSL staff will endeavor to communicate the status and timeframes of these disruptions to residents promptly by way of signage, emails, SMS notifications and updates on the website <http://www.oursanctuarycove.com.au>.

Residents with questions or requiring clarification regarding any messages received can contact the Body Corporate Office on 07 5500 3333 or Security Services on 07 5500 3355.

If you are experiencing a power outage;

1. Please visit <https://www.energex.com.au/outages/outage-finder/outage-finder-map> to identify any outages and their cause in your area and
2. Monitor the site for the “Next Update” times.
3. For garage doors pull the emergency release cord to manually open the door.
4. For driveway sliding gates, locate the manual release mechanism to open the gate.
5. Check if you have access to backup power through your solar panels, portable generator or your electric vehicle.
6. If anyone in your house relies on electrical equipment for medical support, ensure you have provided prior notification to Security Services on 07 5500 3355.

By following these steps, you will help reduce the number of calls through to Security Services, ensuring that the critically important emergency calls are prioritised.

4. COMMUNITY INFORMATION AND RESOURCES CENTRE

The PBC is working with Sanctuary Cove Golf and Country Club to establish a designated community information and resources center at the Sanctuary Cove Golf Clubhouse when there is a severe weather incident or emergency.

This center will be a place for residents to go and get up-to-date information and access to essential services, including electricity, internet and drinking water. Residents will be informed of the center's opening by SCCSL notifications.

The SCCSL communications liaison and community volunteers will be available at the center during predetermined hours to assist residents with updates on:

- faults and outages
- recovery and restoration plans
- available resources
- weather updates and alerts

5. SECURITY SERVICES

Security Services conduct regular car and boat patrols throughout the secured residential and other areas of Sanctuary Cove. The Security Control Room operates 24 hours a day, staffed by trained personnel who are ready to attend to emergencies and alarm notifications.

In the event of a medical emergency or if an ambulance is required, first **dial 000**.

Following this, contact Security Services, by pressing your panic/duress alarm button or by phoning 07 5500 3355 and selecting option 1. Security services personnel will facilitate ambulance access and dispatch a security officer to provide additional assistance as needed. All security vehicles are equipped with:

- defibrillators
- oxygen resuscitation units
- blood pressure monitors
- pulse oximetry units
- bandages and
- fire extinguishers

In preparation for an emergency, if you or a family member is frail, medically unfit or living alone, please provide this information to Security Services for their records by phone 07 5500 3355 or email at security@scove.com.au.

When a panic alarm button is pressed in a home, Security will endeavor to attend promptly to assist.

Important Note: Your alarm system has a backup battery; this will provide power for up to 24 hours.



6. EMERGENCY TYPES AND SUGGESTED ACTIONS

EMERGENCY TYPE	DESCRIPTION	RESIDENTS ACTION
FIRE	Refers to a critical emergency situation in which a fire poses an immediate threat to life, property, or the environment	<ol style="list-style-type: none"> 1. Cease Activities 2. Press/Activate home Fire duress alarm to notify Security Services (if possible) 3. Evacuate yourself/others 4. Notify Emergency Services - Queensland Fire Services (QFS) - Triple Zero 000 5. Await instruction from Security Services
EVACUATION	Is the organised process of moving people from a potentially dangerous or hazardous location to a safer place, typically in response to emergencies such as fires, natural disasters, industrial accidents, or security threats.	<ol style="list-style-type: none"> 1. Government Emergency Services will make the request to evacuate. 2. Evacuate home/area to the area requested. 3. Alert others where possible 4. Notify Security Services – 07 5500 3355 5. Do not re-enter until the “all clear” has been provided.
BOMB/CHEMICAL	<p>A bomb incident involves the detonation or threat of detonation of an explosive device, causing potential destruction, injury, or loss of life.</p> <p>A chemical incident involves the release or exposure to hazardous chemicals, which can pose immediate health risks to individuals and the environment, requiring prompt evacuation and decontamination measures.</p>	<ol style="list-style-type: none"> 1. Remain calm 2. Notify Emergency Services - Triple Zero 000 3. Do not touch, move, or tamper with the any suspicious package or substance 4. Move a safe distance away 5. Follow all instructions given by Emergency Services 6. Notify Security Services – 07 5500 3355
MEDICAL EMERGENCY	Refers to a medical emergency, typically a situation where someone's life is in immediate danger and requires immediate medical attention.	<ol style="list-style-type: none"> 1. Notify Emergency Services - Triple Zero 000 if an ambulance is required 2. Press your home emergency alarm button to notify security and/or call them on 07 5500 3355 3. Ensure access is free/clear 4. Follow instructions given by Government Emergency Services and security
PERSONAL OR PHYSICAL THREAT	Refers to a situation where an individual's safety or well-being is at risk due to the potential for harm or violence from another person, requiring measures	<ol style="list-style-type: none"> 1. Notify Emergency Services - triple zero 000 2. Press your home emergency alarm button to notify security and/or call them on 07 5500 3355 3. Try to find a safe place to wait until assistance personal arrive

	such as heightened security, protective actions, or seeking assistance from authorities.	4. Follow instructions given by Government Emergency Services and Security
EXTERNAL EMERGENCY	Situations that pose a threat to the facility from outside its premises. It could include a range of scenarios such as severe weather events or natural disasters.	<p>Before</p> <ol style="list-style-type: none"> 1. Stay informed, continuously monitor weather updates, and follow instructions from Government Emergency Services. Be prepared to take immediate action based on changing conditions. 2. Secure outdoor items and vehicles 3. Check emergency supplies 4. Trim trees and shrubs: <p>During</p> <ol style="list-style-type: none"> 1. Stay Indoors unless directed otherwise 2. Monitor Alerts: Continuously monitor weather updates and emergency alerts through local channels, weather apps, or radio to stay informed about the situation and any evacuation orders. 3. Keep your phone charged and communicate regularly with family members and neighbours to ensure everyone's safety and well-being. 4. Follow any safety guidelines provided to you 5. Be Ready to evacuate if ordered to do so by a Government Emergency Services 6. Attend the community information and resources centre if required and it's safe to do so. <p>After</p> <ol style="list-style-type: none"> 1. Assess Damage, conduct a thorough inspection of your property to assess any damage caused by the severe weather events, such as roof leaks, structural damage, or fallen trees. 2. Prioritise safety by checking for any hazards such as downed power lines, gas leaks, or unstable structures. 3. Report any emergencies or significant damage to local authorities, utility companies, and government emergency services to facilitate assistance and repairs.

		<ol style="list-style-type: none"> 4. Document damage: Take photographs or videos of any damage to your property for insurance purposes. Keep detailed records of expenses related to repairs or temporary accommodation. 5. Clean up debris 6. Review your Emergency Plan 7. Support community recovery where possible.
ARMED ROBBERY	Involves the use of weapons or the threat of violence to forcefully take property or valuables from individuals or businesses.	<ol style="list-style-type: none"> 1. Notify Emergency Services - Triple Zero 000 2. Press your home emergency alarm button to notify security and/or call them on 07 5500 3355 3. Try to find a safe place to wait until assistance personal arrive 4. Follow instructions given by Emergency Services and security

7. IMPORTANT CONTACT INFORMATION

SERVICE	EMERGENCY CONTACTS
All life-threatening emergencies (Police, Fire, and Ambulance)	000
State Emergency Services	132 500
Police – Crime Stoppers	1800 333 000
Policelink (reporting of non-urgent matters)	131 444
Sanctuary Cove Security Services	07 5500 3355
Sanctuary Cove Community Services	07 5500 3333
City of Gold Coast – General Enquiries	1800 465 326
Energex/Origin Energy – Emergency	13 19 62
Energex/Origin Energy – General Enquiries	13 12 53
Gold Coast University Hospital – General Enquiries	1300 744 284
Department of Transport and Main Roads	13 19 40

During a disaster, regular updates are provided by local radio stations including:

89.3FM 4CRB
 90.9FM Sea FM
 91.7FM ABC Gold Coast
 92.5 FM Gold FM
 94.1 FM Community radio
 98.1 FM Radio EB
 99.4FM Rebel
 102.9 FM Hot Tomato
 105.7FM Radio Metro
 107.3FM Juice FM.

If you're tuning into the TV, Seven and Nine Gold Coast news also provide regular updates.

8. COMMUNITY SUPPORT/RESOURCES

SERVICE	EMERGENCY CONTACTS
Australia Red Cross	1800 733 276
Queensland Mental Health Commission	https://www.qmhc.qld.gov.au/
Headspace	131 444
Lifeline	https://www.lifeline.org.au/
Fire & Emergency Services Support Network (24-hour counselling)	1800 805 980
Bunnings Oxenford	07 5656 7500
Gold Coast University Hospital	1800 465 326
Gold Coast Private Hospital	07 5530 0300
Pindara Private Hospital	07 5588 9888

9. BE PREPARED

Being prepared for natural disasters and emergencies is essential for safeguarding your life, property, and well-being. Preparedness reduces the immediate and long-term impacts of disasters, allowing for quicker recovery and less stress during and after the event.

Here's what you can do:

1. PREPARE AN EMERGENCY KIT

A well-stocked kit can provide the necessary supplies to sustain you when essential services like drinking water, power and internet are unavailable. The kit can include:

- bottled water
- tinned food/can opener
- a torch with spare batteries
- a portable phone charger
- a battery radio also with spare batteries
- a medical kit
- personal hygiene items
- copies of important documents in waterproof bags
- any special needs for your family like infant formula or prescription medicines
- Pets' emergency kit
 - medications
 - sufficient food (including treats) and bottled water for each animal
 - a familiar pet blanket or bedding, toys, grooming equipment.
 - a secure pet carrier, lead, or harness
 - animal's sanitation needs—important for their (and your) health—such as newspaper, paper towels, disinfectant, rubbish bags.
 - identification
 - a current photograph of each pet for identification

Store your items in a waterproof container somewhere handy and let the rest of your family know where your kit is. It is recommended that you check and replace items in your kit every six (6) months. Ensure food and water supplies are fresh, and batteries are functional.

2. HOW TO PROTECT YOUR HOME AND PETS

Use this checklist to help minimise the impact of severe weather on your home:

- Ensure your home, contents, and car insurance is adequate and current
- Regularly check your roof to ensure it's in good condition.
- Mow your lawn regularly, remove excess combustible material (e.g. dry grass, dead leaves and branches) from your yard and move any flammable items such as wood piles, paper, boxes, crates and garden furniture well away from the house.
- Keep gutters, downpipes and drains clear to prevent build up.
- Identify loose objects in your yard and on your balcony, such as outdoor furniture and toys that will have to be put away or secured if a storm approaches.
- Make sure all shades, sails and awnings are properly secured.
- Keep your vehicle undercover.
- Identify the safest room in which to shelter during a storm.
- Learn how to safely turn off your power, water, and gas.
- If you don't already know your neighbours, go, and introduce yourself, they may need a hand getting storm ready.
- Ensure your house number is clearly displayed for emergency service crews.
- Trim low-lying branches and keep gutters clear of leaves and debris.
- Check that pumps, generators, and water systems are working and that your first-aid kit is fully stocked.
- Check your Security alarm is working

To help minimise the impact of severe weather on your Pets ensure:

- Your pet has access to plenty of food and fresh water.
- Your pet has shelter and bedding.
- All animals under your care can be properly and easily identified.
- You have telephone numbers for your veterinarian or animal welfare agency included in your household emergency kit.
- You never leave an animal tied-up or chained without shelter and bedding.
- You never leave an animal in a motor vehicle.

In an emergency event:

- Secure animals inside before an emergency event, so they do not take flight or run away.
- Ensure all vaccinations remain current.
- Check to see if it is possible for your pet to be boarded in a safe environment away from the emergency zone.
- All pets are properly identified. Remember: during times of disaster, telephones may not be available, and it is important any registered method includes your current address.

3. MAKE AN EVACUATION PLAN

Choose multiple meeting points both inside and outside your home where family members can gather in the event of an emergency. Try to answer the following questions;

- Where would you go if you had to evacuate your home?
- Where would you reunite with loved ones if you were separated during an emergency?
- How would you retrieve your children from school or childcare?
- What are the emergency evacuation procedures at your child's school, your workplace, childcare centre, and other organisations you frequent?
- Do you know how, where, and when to turn off the power, water, and gas supplies in case of evacuation?
- What alternative routes could you use if roads around your home/work/school/office were flooded or blocked?
- What arrangements have you made for your pets in case of evacuation? Ensure you have carriers, leashes, food, water, and medications for your pets, and identify pet-friendly shelters or accommodations.
- Have you assigned responsibilities to each family member based on their age and capabilities.
- Do you regularly practice evacuation drills with your family to ensure everyone knows what to do in an emergency? And do you practice using different escape routes and meeting points, and do you emphasise the importance of staying calm and following instructions?
- Have you ensured that your essential policies and documents, such as insurance policies and wills, are current and provide adequate coverage tailored to the needs of your household and the risks prevalent in your area?



**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 – PTBC GTP 201
Policy Number: CA0006100146
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

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

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

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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.

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PRIVACY

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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

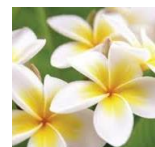
Other excesses payable are shown in the Policy Wording.

Policy 6 – Machinery Breakdown

Standard: \$1,000

PLUMERIA BODY CORPORATE GTP 2207

A part of the Sanctuary Cove Resort Community



Dear PBC EC,

This letter addresses the suggestion, contained in an email from BCS to Mr Braydon Winch dated 12 November, that Plumeria address compliance issues directly. For reasons unknown to Plumeria this is the third occasion in the past 18 months that it has been recommended that compliance problems be resolved by Plumeria rather than by the PBC:

RZABL 4.4.2 – Part Email BCS to Mr Braydon Winch 12 November 2024

BCS advice states in part, *“May I ask if this issue has been raised with your RBC – Plumeria, as it constitutes a breach of the attached RBC by-laws? With this initial step, if the non-compliance is not resolved through this channel, the RBC then submits the information to the PBC for further action”.*

RZABL 4.4.2 -Recreational Vehicles

In June 2022 Referee D. Sutherland dismissed a PBC application for judgement in respect to By-Law 4.4.2 on the grounds that the By-Law does not prevent the actions considered noncompliant.

A letter from Plumeria to the PBC dated May 2023 drew attention to the lack of response by the PBC to the Referee’s advice. This led to the PBC passing a motion to address the necessary amendments. Within days of that motion passing, a letter was received from BCS which concluded *“If Plumeria wishes to have in place changes which would incorporate the Referee’s suggestions, in a reasonable time frame, I suggest that it simply passes a new Bylaw”.*

Plumeria responded to this advice, strongly expressing the view that enforcement of by-laws should be consistent across the site. That creating an environment where, by exception, RV’s must not be stored in Plumeria if visible from the Secondary Thoroughfare, but can be elsewhere across the site, is unacceptable.

RZABL 3.1 – Condition of Lot

Plumeria currently awaits response from the PBC to Plumeria queries arising from advice, provided to the PBC-EC by Inhouse Counsel 12 September 2024, in respect to a breach. This advice states there is no available action for the PBC under the RZABL’s, but states Plumeria could take enforcement action under its own by-laws. This notwithstanding that the wording of both the PBC and the Plumeria bylaws are substantially the same.

PLUMERIA BODY CORPORATE GTP 2207

A part of the Sanctuary Cove Resort Community



In addition to the awaited answers to outstanding questions, please clarify the apparent shift in community governance and provide copies of motions and minutes giving approval.

John Reid

John Reid (Nov 13, 2024 15:02 GMT+10)

John Reid

Plumeria Chairman


Governance Matters 13 November 24


Final Audit Report


2024-11-13


Created:	2024-11-13
By:	Michael Kowalczyk (michael.kowalczyk@scove.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAASG7Y8xBYASPkSA09gvZDfEqzFDjmqNSw


"Governance Matters 13 November 24" History

 Document created by Michael Kowalczyk (michael.kowalczyk@scove.com.au)
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 Email viewed by John Reid (jfreid@bigpond.net.au)
2024-11-13 - 4:41:32 AM GMT

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Signature Date: 2024-11-13 - 5:02:51 AM GMT - Time Source: server

 Agreement completed.
2024-11-13 - 5:02:51 AM GMT

To	PBC Members Nominees
From	Paul Kernaghan – PBC Treasurer
Date	15 th November 2024
Re	Administration Fund Trends and Forecast Outcomes for FY24 and FY 25

Dear Colleagues,

Further to the last PBC meeting in October, I undertook to produce some analysis which illustrates the trends in the PBC Administration Fund balance, and forecast outcomes for the Years ending 31st October 2024 and 2025. The forecast for FY24 is subject to the year end audit which is underway, and the forecast for the Year to 31st October 2025 is our best estimate based on information we have today.

I'd like to thank the SCCSL Finance Manager Mika Yanaka for her assistance in producing this information.

Three charts are attached.

1. Simplified administration fund income minus expenditure and movement in fund balances.
2. Administration Fund levy vs expense growth, and
3. Administration Fund balances at each year end.

Key points - 2024

- The Administration Fund will run a deficit for 2024 of \$188k which is better than the budgeted deficit of \$429k. This is due to higher-than-expected other income of \$279k above budget, which more than offsets net negative expense variances.
- The reason a net negative result was budgeted for 2024 is that the levies were set at a level of \$9,713k compared to budgeted expenses of \$10,143k to use up the prior year surplus of \$429k from the 2022 financial year.
- The key outcome is that we are forecasting, subject to audit, a year end Administration Fund balance of \$618k positive compared to budget position of \$377k positive.

Key points – 2025

- At this stage we are forecasting a net deficit in the year to 31st October 2025 of \$762k, compared to a budgeted deficit of \$377k.
- The key reasons for the higher than budget deficit forecast for 2025 are:
 - Likely higher than expected Enterprise Bargaining Agreement conditions with Security staff costing at least \$252k more than budget, but possibly higher. This is necessary to reduce staff attrition which is currently running at 45% - 50% which is not sustainable.
 - Waste Management and Road Sweeping contract renewal costing \$275k and \$17k pa respectively more than budget, partially offset by the Landscaping, Grounds and Gardens contract renewal being \$152k better than budget.

- This outcome would take the Administration Fund balance \$144k into deficit, which would need to be recovered within the 2026 levies budget. With 1823 lots in the PBC and excluding other budget increases that may be necessary in 2026, this recovery requirement would add \$79 to the administration levy per lot.

Trends – Key Points

- The years 2020 to 2022 occurred during a very low inflation period, and together with efficiencies generated, enabled expenses to be kept flat below levies collected. In addition, 'other expenses' in 2021 saw a significant one-off decline predominantly driven by the transition from the Communications Unit trust cost recovery to Opticomm, a surplus credit for security services, reduced water expense variances, and reduced costs achieved through the introduction of an in-house plumber. This generated a one off \$1,440k surplus that year.
- In addition, during the period 2020 to 2022, SCCSL was run on a very lean basis despite growing workloads. This has not been sustainable into the future and has resulted in the need to hire additional resources and also to replace staff who left in 2023 at much higher wage rates. It should be noted in 2023, the combined SCCSL Body Corporate, Finance and Facilities Teams experienced staff turnover of 46%. Again, not sustainable into the future.
- From 2023 onwards we have seen the highest inflation rates since the 80s. This has been evident in every cost category, but particularly in wage costs and in any service that also consumes fuel and utilises machinery. Landscaping and Waste Management Contracts are a case in point. Having been fixed for the previous 3 – 4 years, these had to be renewed at much higher cost applying from 1st October 2024 (FY25). The new Landscaping contract also contained a significant increase in scope compared to the previous contract.
- From 2022 through to 2024, total levies were budgeted at a level below actual cost. This was only possible because the resulting deficits could be covered by prior year surpluses. However as already mentioned, these surpluses will be exhausted by the end of 2025. As a result, lot owners will see increases in levies required to cover the recent and continuing sharp increases in costs and will not have the benefit of prior year surpluses to subsidise levies into the future.
- While we will seek to externally benchmark our cost structures, and will make every effort to look for resourcing and process efficiencies both in the company and in our PBC operations, the reality is that costs are going to continue to increase, and levies will need to match actual costs as opposed to being subsidised by prior year surpluses

This analysis is simplified but I believe it is a reasonable representation of what has occurred and is likely to occur in the near future.

Please contact me directly if you have any questions.

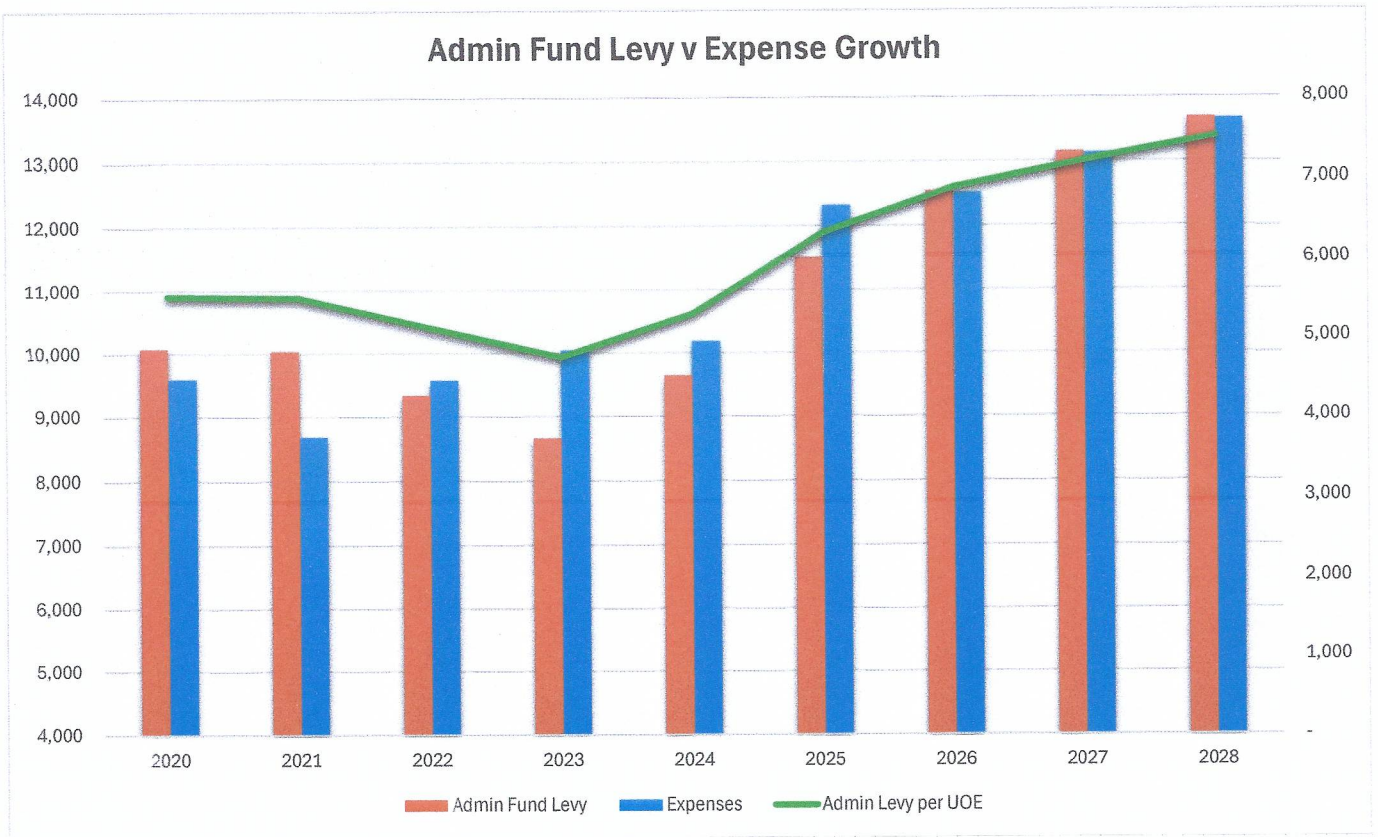
Regards

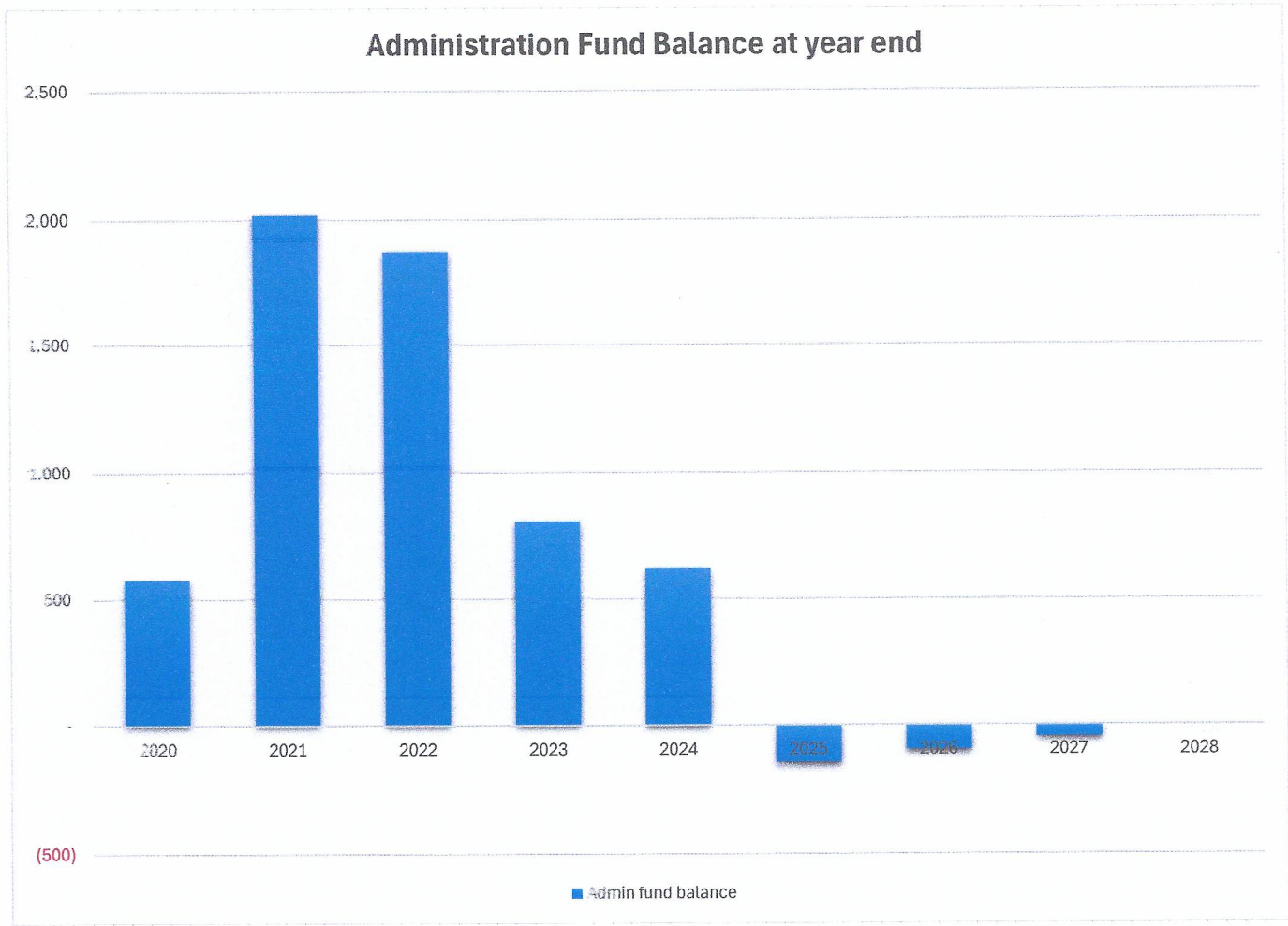

Paul Keraghan

Sanctuary Cove Principal Body Corporate
Administrative Fund

5 Year Forecast as at 31 Oct 2024 - Draft Unaudited

	Actual 2020 \$'000	Actual 2021 \$'000	Actual 2022 \$'000	Actual 2023 \$'000	Forecast 2024 \$'000	Variance	Forecast 2025 \$'000	Variance
Income								
Administrative Fund Levy	10,074	10,037	9,327	8,657	9,642	9,642	11,506	(0)
Other income (net)	60	87	94	321	350	71	53	279
Total Income	10,134	10,125	9,421	8,978	9,992	9,713	11,559	279
Expenses								
Management Fees	851	927	984	1,318	1,355	1,320	1,550	(35)
Security Services	3,137	2,949	3,091	3,251	3,501	3,501	3,823	-
PTBC Levy - Administration Fund	736	735	671	646	622	622	750	-
PTBC Levy - Sinking Fund	361	481	481	400	448	448	495	-
Grounds & Garden - contract	810	810	805	816	842	931	1,500	89
Road sweeping	54	59	59	59	71	66	85	(5)
Waste Removal - contract	730	731	755	838	863	858	922	(5)
Other Expenses	2,917	1,992	2,724	2,714	2,479	2,397	2,828	(81)
Total Expenses	9,596	8,685	9,569	10,041	10,180	10,143	11,935	(37)
Total Surplus / (Deficit) before prior year surplus	538	1,440	(148)	(1,063)	(188)	(429)	(377)	242
Prior Year Surplus Allocation	-	-	578	1,440	429	429	377	(0)
Net Surplus / (Deficit)	538	1,440	429	377	242	-	(144)	242
Administrative Fund opening balance	40	578	2,018	1,870	806	806	618	242
Current year surplus / (deficit)	538	1,440	429	377	242	-	(144)	242
Prior year surplus allocation	-	-	(578)	(1,440)	(429)	(429)	(377)	0
Administrative Fund closing balance	578	2,018	1,870	806	618	377	(144)	242
Sinking Fund Balance	14,426	9,960	8,889	6,327	6,087	6,549	5,837	(462)
Total PBC Fund Balance	15,003	11,978	10,759	7,133	6,705	6,925	5,837	(220)







15 November 2024

Dear Colvillia Committee,

The PBC acknowledge receipt of your notification regarding the planned Christmas party at Colvillia Park on December 12, 2024. This has been duly noted.

Please ensure that all by-laws, including but not limited to the RZABs, are observed by all residents on the day of the event.

4.3.3 For the purposes of this By-law 4.3 “General Nuisance” means any activity which:

- a) Is or may become an unreasonable annoyance or nuisance to Residents; or
- b) In any way unreasonably interferes with the quiet enjoyment of Residents; or
- c) In any way increases the insurance premiums of any Resident, Residential Body Corporate or the Principal Body Corporate.

4.5.3 Dogs and similar household pets, when not on the Residential Lot, must be kept on a leash held by a person capable of controlling the animal.

4.5.4 A Resident is liable for any unreasonable noise made, a damage to any person or any property of that person, caused by any animal brought, or kept on the Residential Areas by:

- a) a Resident; or
- b) members of a Resident’s family; or
- c) a Resident’s tenants; or
- d) a Resident’s invitees.

4.5.6 Residents must clean up after any of their animals which have gone onto any portion of the Common Property or any portion of another Resident’s Lot.

4.6 Responsibility for Invitees

4.6.1 Residents must:

- a) take reasonable steps to ensure that their invitees comply with the provisions of these By-laws, and if the Resident cannot for any reason do this, the Resident must ensure that the invitee immediately leaves the site; and
- b) take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner of another Lot or of any person lawfully using the Common Property; and
- c) if the Lot is subject to lease or right of occupancy, take all reasonable steps, including any action available to the Resident under the lease or right of occupancy, to ensure that the lessee or their invitees comply with the provisions of these By-laws.



Thank you for your understanding.

Kind Regards,
For and on behalf of the PBC Executive Committee

Jodie Syrett, Manager of Body Corporate
Sanctuary Cove Community Services Limited



15 November 2024

Dear Schotia Island Committee,

The PBC acknowledge receipt of your notification regarding the planned Christmas party at Schotia Island on December 1, 2024. This has been duly noted.

Please ensure that all by-laws, including but not limited to the RZABLS, are observed by all residents on the day of the event.

4.3.3 For the purposes of this By-law 4.3 “General Nuisance” means any activity which:

- a) Is or may become an unreasonable annoyance or nuisance to Residents; or
- b) In any way unreasonably interferes with the quiet enjoyment of Residents; or
- c) In any way increases the insurance premiums of any Resident, Residential Body Corporate or the Principal Body Corporate.

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- b) take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner of another Lot or of any person lawfully using the Common Property; and
- c) if the Lot is subject to lease or right of occupancy, take all reasonable steps, including any action available to the Resident under the lease or right of occupancy, to ensure that the lessee or their invitees comply with the provisions of these By-laws.



Thank you for your understanding.

Kind Regards,
For and on behalf of the PBC Executive Committee

Jodie Syrett, Manager of Body Corporate
Sanctuary Cove Community Services Limited



15 November 2024

Dear Mark,

Thanks for attending the EC meeting to discuss the proposed Christmas party by the dog owners group you are a part of. The PBC acknowledge receipt of your notification regarding the planned Christmas party at Central Parklands on Schotia Island on December 10, 2024. This has been duly noted.

Please ensure that all by-laws, including but not limited to the RZABs, are observed by all residents on the day of the event.

4.3.3 For the purposes of this By-law 4.3 “General Nuisance” means any activity which:

- a) Is or may become an unreasonable annoyance or nuisance to Residents; or
- b) In any way unreasonably interferes with the quiet enjoyment of Residents; or
- c) In any way increases the insurance premiums of any Resident, Residential Body Corporate or the Principal Body Corporate.

4.5.3 Dogs and similar household pets, when not on the Residential Lot, must be kept on a leash held by a person capable of controlling the animal.

4.5.4 A Resident is liable for any unreasonable noise made, a damage to any person or any property of that person, caused by any animal brought, or kept on the Residential Areas by:

- a) a Resident; or
- b) members of a Resident’s family; or
- c) a Resident’s tenants; or
- d) a Resident’s invitees.

4.5.6 Residents must clean up after any of their animals which have gone onto any portion of the Common Property or any portion of another Resident’s Lot.

4.6 Responsibility for Invitees

4.6.1 Residents must:

- a) take reasonable steps to ensure that their invitees comply with the provisions of these By-laws, and if the Resident cannot for any reason do this, the Resident must ensure that the invitee immediately leaves the site; and
- b) take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner of another Lot or of any person lawfully using the Common Property; and



- c) if the Lot is subject to lease or right of occupancy, take all reasonable steps, including any action available to the Resident under the lease or right of occupancy, to ensure that the lessee or their invitees comply with the provisions of these By-laws.

Thank you for your understanding.

Kind Regards,
For and on behalf of the PBC Executive Committee

Jodie Syrett, Manager of Body Corporate
Sanctuary Cove Community Services Limited



21 November 2024

Dear Stephen,

At our October PBC EGM a comment was made that some of the Mulpha owned property in the resort is looking untidy. The areas mentioned were –

1. Admin Zone off the Sickel Ave entry drive.

Smart Stone's depot is detracting from the appearance of the entry experience to the resort. Can a more permanent solid fence be erected that conceals the area from view. Parts of current shade cloth have come loose and is that flapping around or has overlapped. This doesn't look good and is exposing what's behind.

2. The 'Aveo Site'

This area has become a bit of a dumping ground for fill and other material which is becoming more visible from surrounding areas. The fallen flagpole has been lying on the ground for a long time on the corner to the Rec Club in clear view of the entry to the resort.

3. Lot 52

There are 2-metre-high weeds and overgrowth in clear view at the roundabout entering the Village. Can this be cleaned up and kept maintained to resort standard?

Could you please request responses from Mulpha on these comments.

Yours Sincerely

Jodie Syrett, Manager of Body Corporate
Sanctuary Cove Community Services Limited

For and on behalf of Stuart Shakespeare, PBC Chairman

CORRESPONDENCE FOR ACTION

From: leeu@bigpond.com
To: [PBC](#); [Stuart Shakespeare](#); chair.scove@yahoo.com
Cc: [RBC - Schotia Island](#); ["Wayne Bastion"](#)
Subject: RE: Dog Christmas Party - Paul Toose Park on 10 December
Date: Wednesday, 20 November 2024 7:28:43 AM
Attachments: [MW Schotia Island Christmas Letter - PBC.pdf](#)

Jodie – please include the dog Christmas activity and this email in the agenda for the PBC EGM on Thurs 28 November.

Dear Stuart,

I refer to my email below (dated 7th November) which was included in the PBC EC meeting booklet for 14th November and the attached letter dated 15th November to Mark Winfield (I was a Cc to the email) written on behalf of the PBC EC concerning his application to hold a dog Christmas activity on Schotia Island on 10th December.

This email is written with the absolute support of the SI RBC Committee and the majority of Owners.

We, the Committee are writing to you again on this issue as we have had no reply to the email below nor have you replied to my text message of 15th November asking for a synopsis of the ECs decision. In the absence of any feedback, we have no context for the EC's decision of tacit approval for the dog Christmas activity, or how the PBC intends to monitor compliance to those by-laws mentioned in the letter to MW.

We are extremely disappointed that the dog Christmas activity on Schotia Island has been given **tacit approval** by the PBC EC via a **template letter** which does not directly address many of the concerns raised by the SI RBC Committee below. Further, the EC's tacit approval letter places only one condition on the activity (ensure by-laws are observed) ignoring the other three conditions we considered vital in any approval of this activity.

It is obvious from the letter that MW was afforded the opportunity to represent his application at the PBC EC meeting on 14th November however the SI RBC Committee was not given the same opportunity to represent its concerns.

It is obvious that the dog Christmas activities organised by MW on Schotia Island have been growing in attendance over the last several years. I suspect this is due to invitations, and subsequent attendance by more and more "non-residents" in response to the very broad promotion by MW on the SC Locals and SC Community FB sites. Continued approval of these events by the PBC where by-law breaches are "accepted as being ok" by the PBC and Security **sends a very clear message that SI is a dog park where by-laws do not apply**. Said another way, the PBC approving these events whilst turning a blind eye to breaches to by-laws is **sanctioning bad behaviour**.

Due to the above, I'm reiterating the objections of the SI RBC Committee (see below) and request these be discussed at the PBC EGM on 28th November where the SI MN will be able to talk to our objections.

In addition, we ask that the following items be answered / debated:

- why the PBC EC has again given tacit approval with a very soft condition to an activity which has at previous gathering set the precedent to breaching by-laws without due consideration for surrounding Residences.
- why the PBC EC is rewarding bad behaviour and promoting (and not deterring) breaching of by-laws with an absence of consequences.
- acknowledging some of the dog owners likely to attend this event are the same people who attend the “off-leash dog gathering” most afternoons, why is the PBC providing further encouragement to their illicit activities
- why the PBC EC has given tacit approval to an activity which is detriment to the adjoining residents who are deprived of the quiet and peaceful enjoyment of their properties.
- what steps the PBC should implement to monitor compliance of by-laws at the dog activity.
- Consideration should be given to the GCCC Animal Management Team being invited to monitor compliance given Security has no powers of enforcement.
- when is the PBC going to amend its regulations to provide Security with meaning deterrent powers to enforce by-laws.
- why has the PBC EC provided tacit approval for this activity on Secondary Thoroughfare when MW owns a vacant block(s) where this activity could be held without contravening the GCCC regulations or RZABLS!!
- why the PBC seems more sympathetic to dog owners who consistently breach off-leash by-laws than residents impacted by these breaches.
- why isn't the PBC enforcing the PBC Code of Conduct Clause 11 which states *“A committee voting member has an obligation, at all times, to comply with the spirit, as well as the letter of the law, the by-laws and with the principles of this code”*.
- as this activity is being “promoted” by MW, both within and outside the gated area, is the PBC going to reprimand MW given he has been warned about a similar breach of the PBC Code of Conduct earlier this year.

Regards Lee

Lee Uebergang

Chairperson

On behalf of the

Schotia Island Residential Body Corporate



+61 (0)411 890213

From: leeu@bigpond.com <leeu@bigpond.com>

Sent: Thursday, 7 November 2024 12:06 PM

To: 'PBC' <pbcc@scove.com.au>; 'Stuart Shakespeare' <stuart@shakespeares.info>; 'chair.scove@yahoo.com' <chair.scove@yahoo.com>

Cc: 'RBC - Schotia Island' <schotiaisland@scove.com.au>; 'Wayne Bastion' <waynebastion@gmail.com>

Subject: Dog Christmas Party - Paul Toose Park on 10 December

Jodie – please include the Dog Christmas Party and this email in the agenda for the PBC EC Meeting on Thurs 14 November.

Dear Stuart,

Mark Winfield posted in Sanctuary Cove Locals and Sanctuary Cove Community (a FB group page open to residents outside our gated areas) on 30 October that the Dog Christmas Party is to be held in Paul Toose Park from 3 to 6 pm on Tues 10 December. I understand the process for “group functions” wanting to use Secondary Thoroughfare land is to seek approval from the PBC EC. I’m aware that no such application had been made for this dog activity (hence no approval given) as at yesterday morning although Jodie did contact Mark about making an application.

I’m aware that this activity has occurred in previous years but am unaware of what occurred regarding applications and approvals and what, if any conditions/restrictions were included in the approval.

This email is written on behalf of the Owners of SI RBC and the sentiments below are based upon a survey the Committee commissioned in May 2024. Forty nine (or 43% of) of 113 Owners responded. The vast majority of respondents: 1) reported being disturbed by off leash dog activities, 2) do not want any sort of dog park on SI, and 3) do not support PBC expenditure on a dog park.

The SI RBC Committee has several objections to uncontrolled dog activity throughout the park areas in general and this dog activity specifically:

- We are concerned about the disturbances caused by dogs off-leash or being on a leash but not under any control of their owners to those residences on the perimeter of the “oval” area of Paul Toose Park and at the northern end of Schotia Park North.
- The welcomed landscape upgrade to the parks on SI has removed significant trees and vegetation that was providing a sounds and sight barrier to the oval. This has exacerbated the levels of disturbance causes to adjoining properties. It is appreciated this was unintended but there has been a rise in noisy interactions between dogs in their backyards with those running freely in the park.
- The warmer weather has also lead to far greater numbers of dogs off-leash in the mornings (6 to 8:30 ish) and afternoons (3 to 6 ish).
- Owners who let dogs off-leash and uncontrolled outside their Lot entitlements are in breach of Gold Coast City Council (GCCC) regulations and the PBC’s RZABLS.
- Failure to take greater steps to deter the blatant and persistent breach of GCCC regulations and RZABLS will only allow the situation to be exacerbated.
- Employees of BCS and Security referring to Paul Toose Park as the “The Dog Park” which sends contradictory messaging to a very broad audience.

The SI RBC Committee strenuously objects to this activity being approved by the PBC EC **without** making approval it conditional on the following:

- that dogs will be kept on a leash and under control at all times
- that this be monitored by increased Security during the period of the activity
- the timing of the event being limited to conclude by 5.00 pm to minimise the evening disturbance to local residents within the park area
- the activity organiser (MW) accepting full responsibility for the conduct of the activity and the compliance with GCCC regulations and PBC RZABLS

The Committee is also concerned about the likelihood that there will a number of non-residents attending the event as a result MWs “open invite” to the greater area!

Incidentally, MW owns a vacant block(s) where this activity could be held without contravening the GCCC regulations or RZABLS!!

As this activity is being “promoted” by an RBC Chairperson / MN, both within and outside the gated area, the Committee asks you to reprimand MW given he has been warned about a similar breach of the PBC Code of Conduct earlier this year. The Committee also asks you to remind all PBC members that the PBC Code of Conduct Clause 11 states quote “*A committee voting member has an obligation, at all times, to comply with the spirit, as well as the letter of the law, the by-laws and with the principles of this code*” unquote.

Regards Lee

Lee Uebergang

Chairperson

Schotia Island Residential Body Corporate

Mob: +61 (0)411 890213

E: leeu@bigpond.com

Information about Proxies

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

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

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

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

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

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

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

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

Proxy form for Body Corporate meetings

Building Units and Group Titles Act 1980

Section 1 – Body corporate secretary details

Name: The Secretary

Address of scheme: C/- Sanctuary Cove Principal, PO Box 15 SANCTUARY COVE, QLD, 4212

Section 2 – Authorisation

Notes: The Regulations set out a number of restrictions on the use of proxies, including an ability for the body corporate to further restrict their use including prohibition. If there is insufficient space, please attach separate sheets.

I/we

Name of owner 1:

Signature: Dated: ___/___/___

Name of owner 2:

Signature: Dated: ___/___/___

being the Proprietor/s of the following Lot/s

Lot number/s: Plan number:

Name of Body Corporate:

SANCTUARY COVE PRINCIPAL

hereby appoint,

Proxy (full name):

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

The body corporate meeting to be held on ___/___/___

All body corporate meetings held before ___/___/___ (*expiry date*)

All body corporate meetings held during the rest of the body corporate's financial year unless I/we serve you with a prior written withdrawal of the appointment

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

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

Residential address:

Suburb: State: Postcode:

Postal address:

Suburb: State: Postcode: