



*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
27 Feb 2025 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
27 Feb 2025 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
 - 5.1 Approval of previous PBC General Meeting Minutes held on 30 January 2025
 - 5.2 Extension of Security Services User Agreement
 - 5.3 Approval to pay outstanding Niche Studio invoice for SC Website
 - 5.4 Architectural Review Committee Member
 - 5.5 Policy for Electric Bicycles and Personal Mobility Devices
 - 5.6 Approval to pay outstanding amount for Director Australia's attendance for December 2024 meeting

6. Correspondence for Information

For noting of the PBC and the PBC EC

No	Date	From	To	Regarding
1.	4 February 2025	BCCM	PBC	Referee outcome for Woodsia Lot 25
2.	6 February 2025	SCCSL Directors	PBC	SCCSL - Company update
3.	9 February 2025	PBC EC Member Simone Hoyle	PBC	Formal Resignation from PBC EC
4.	10 February 2025	MSCD	Residents	The Parkway Sewer live connection works notification
5.	11 February 2025	PBC	7081 Plumeria	Compliance letter regarding ramp in driveway
6.	11 February 2025	PBC EC/MN Andrew Brown	PBC	Formal Resignation from PBC EC & Member Nominee

7.	13 February 2025	PBC	RBC Chairpersons & MN	Notice of Vacancy on EC and nomination form
8.	20 February 2025	PBC Secretary	PBC EC & MN Adelia, Banksia Lakes & Roystonia	Appreciation Letters for time on PBC

7. Correspondence for Action

For noting of the PBC and the PBC EC

No	Date	From	To	Regarding
1.	18 December 2024	RPS Surveyor	PBC	6301 boundary identification survey for enclosed driveway
2.	17 February 2025	Resident in Schotia Island	PBC	Crossover Kerb issue

8. Business Arising

8.1 PBC Motions –

8.2 Feedback from MN Tristania regarding meeting with Security personnel to discuss security gate timing function

8.3 Next meeting to be held Thursday 27th March 2025

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.

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 27 February 2025 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 PBC General Meeting Minutes held on 30 January 2025 (Agenda Item 5.1)	Ordinary Resolution
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Statutory Motion Submitted by Chairperson

THAT the Minutes of the PBC Extraordinary General Meeting held on 30 January 2025 be accepted as a true and correct record of the proceedings of the meeting.

Yes

No

Abstain

2	Extension of Security Services User Agreement (Agenda Item 5.2)	Ordinary Resolution
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Submitted by Chairperson

THAT the PBC revokes motion 2 passed at the EGM held on 28 November 2024.

Further **THAT** the PBC extends the term of Security Services User Agreement dated 1 November 2021 by 1 year, on the terms set out in the correspondence from Sanctuary Cove Security Services Pty, a copy of which has been circulated with the agenda.

Yes

No

Abstain

3 Approval to pay outstanding Niche Studio invoice for SC Website (Agenda Item 5.3) Ordinary Resolution

Submitted by Chairperson

THAT approval is given by the PBC EGM to pay the outstanding amount on the invoice from Niche Studio of \$3,234.00 (inc GST) for the work completed on the Sanctuary Cove website.

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

4 Architectural Review Committee Member (Agenda Item 5.4) Ordinary Resolution

Submitted by Chairperson

THAT the PBC EGM accepts the recommendation from the PBC EC of the appointment of Mr John Venn to the role of ARC Chairperson.

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

5 Policy for Electric Bicycles and Personal Mobility Devices (Agenda Item 5.5) Ordinary Resolution

Submitted by Owner Peter Cohen - Cassia

THAT the PBC EGM notes and approves the Policy for E Bikes and Personal Mobility Devices dated March 2023 as tabled.

(Note: Following the PBC EC recommendation in March 2023, the proposed motion was not referred to the PBC for approval)

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

Submitted by Chairperson

THAT the PBC EGM approves payment of \$1,980 (Including GST) for the attendance of Director Australia at the meeting held on 9th December 2024.

Yes

No

Abstain

Further **THAT** Directors Australia (DA) attended the 9th December 2024 meeting which was not included in their original fee proposal. Given the additional consultation with key stakeholders, the considerable amendment of the previous blueprint, and the refinement of previous and additional recommendations, it was decided to invite the Directors Australia CEO and GM to present an interactive session on the final draft Governance Review blueprint. The purpose was to capture the MNs feedback and address any outstanding questions from the blueprint's findings and recommendations, in preparation for the final document.

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. M1. Minutes of previous General Meeting**
- 3. M2. Letter to Sanctuary Cove Principal Body Corporate - Security Services Agreement Extension**
- 4. M2. BW & Revoke Security Services User Agreement _ PBC _ Extension**
- 5. M2. Security Services User Agreement Residential Zone - SCSSL, PBC**
- 6. M3. Website Invoice INV-11180**
- 7. Motion 5. Scooters 6.14 aa Policy for Electric Bicycles and Personalised Mobility Devices**
- 8. M6. Directors Aust A24-057 (3)**
- 9. CORRO FOR INFORMATION**
- 10. CFI 1. Referee outcome Woodsia**
- 11. CFI 2. SCCSL AGM Company Update 2025 Final**
- 12. CFI 3. SH Resignation from PBC Executive Committee**
- 13. CFI 4. Parkway Greens Subdivision Works - Tuesday 11th - Thursday 13th February 2025 (002)**
- 14. CFI 5. Compliance letter 7081**
- 15. CFI 6. Resignation from Executive Committee from Andrew Brown**
- 16. CFI 7. Notice of Vacancy**
- 17. CFI 7. Nomination form**
- 18. CFI 8. Appreciation letters**
- 19. CORRO FOR ACTION**
- 20. CFA 1. 4FEB25 Horizon Court enclosure**
- 21. CFA 2. Compliance Notice - 2017 The Circle**
- 22. CFA 2. Crossover Kerb (Ratified PBC 250906)**

- 23. CFA 2. Crossover with barrier kerb(rartified PBC Jul 08**
- 24. CFA 2. Crossover with roll-top kerb (Ratiifed PBC Jul 08)**
- 25. CFA 2. Paved Crossover Kerb (Ratified PBC 250906)**
- 26. Proxy form for Body Corporate Meetings**
- 27. Information About Proxies**

**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 30 January 2025 at 10:00 AM

Meeting time: **10:00am – 12:20pm**

Chairperson: Mrs Cheryl McBride

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 1703	Washingtonia GTP 1703	Mr David Francis (DF) – Dep at 11:35am
Lot 1712	Livingstonia GTP 1712	Mr Brian Earp (BE)
Lot 1769	Roystonia GTP 1769	Mrs Simone Hoyle (SH) – Dep at 11:11am
Lot 1790	Araucaria GTP 1790	Mrs Caroline Tolmie (CT)
Lot 2207	Plumeria GTP 2207	Mr Nicholas Eisenhut (NE)
Lot 107045	Harpullia GTP 107045	Mr Paul Kernaghan (PK)
Lot 107106	Schotia Island GTP 107106	Mr Wayne Bastion (WB)
Lot 107217	Tristania GTP 107217	Mr Mark Winfield (MW)
Lot 107434	Zieria GTP 107434	Mr Hugh Martin (HM)
Lot 107399	Caladenia GTP 107399	Mr Tony McGinty (TM) – Dep at 12:13pm
Lot 107406	Corymbia GTP 107406	Mrs Shawlene Nefdt (SN)
Lot 107442	Molinia GTP 107442	Mrs Cheryl McBride (CM)
Lot 107488	Darwinia GTP 107488	Mrs Jane Burke (JB)

The following members present by Voting Paper and In Person:

Lot 1769	Roystonia GTP 1769	Owner present (pre-voted)
Lot 2207	Plumeria GTP 2207	Owner present (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 2504	Colvillia GTP 2504	Electronic vote
Lot 7509	Alphitonia GTP 107509	Electronic vote
Lot 107053	Acacia GTP 107053	Electronic vote
Lot 107209	Alpinia GTP 107209	Electronic vote
Lot 107278	Banksia Lakes GTP 107278	Electronic vote
Lot 107128	Felicia GTP 107128	Electronic vote

Lot 107432 Fuschia GTP 107432 Electronic vote
Lot 107353 Woodsia GTP 107353 Electronic vote

The following members were present by Proxy:

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

Present by Invitation:

Mrs Jodie Syrett – Manager of Body Corporate (Minute Taker) (JS)
Mrs Brogan Watling – Inhouse Counsel (BW) 10:55am to 11:35am
Mrs Maxine Monroe – Observer from Araucaria (MM)

Apologies:

Mr Michael Longes
Mrs Dianne Taylor
Mr Stephen Anderson
Mr Mick McDonald
Mr Andrew Brown
Mr Robert Nolan
Mr Stuart Shakespeare
Mr Nabil Issa
Mr Peter Hay

The following members were not financial for the meeting:

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

As Mr Stuart Shakespeare was absent from the meeting, Mrs Cheryl McBride assumed the role of chair and called for a show of hands for approval. There were no objections.

Motions

1	Approval of Previous General Meeting Minutes - 28 November 2024 (Agenda Item 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 28th November 2024 be accepted as a true and correct record of the proceedings of the meeting.

Yes	21
No	0
Abstain	5

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia			X	Fuschia			X
Adelia				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 Approval of PBC AGM Minutes 9th December 2024 (Agenda Item 2) Ordinary Resolution

Statutory Motion Submitted by Chairperson

Motion CARRIED.

RESOLVED that the Minutes of the PBC Annual General Meeting held on 9th December 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			X
Adelia				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 accepts the Insurance Policy Fee for Service from Resilium Insurance Broking for the management of insurance policies of 31/12/2024 - 31/12/2025 in the amount of \$14,960.00 (including GST) with the amount of \$3,242.16 (including GST) being apportioned to the PTBC and the balance of \$11,717.84 (including GST) by the PBC.

Yes	26
No	0
Abstain	0

This reflects a 0.03% increase on last year's premium.

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia	X		
Adelia				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 EGM adopts the BC-25 Debt Recovery Policy Version 16 as attached to this Meeting Notice as **ANNEXURE 'A'**.

That the Proprietors of PBC Titles Plan 202, **FURTHER THAT** pursuant to the *Building Units and Group Titles Act 1980* for the purpose of collecting levy contributions to authorise the Body Corporate Manager (pursuant to section 50 of the Act) and/or the Committee to do any one or more of the following:

1. to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, water including penalties, interest, legal and other costs;
2. to retain legal representation of Grace Lawyers Pty Ltd on behalf of the Proprietors - PBC Group Titles Plan 202;
3. to issue demands, commence, pursue, continue, maintain or defend any court, tribunal or any other proceedings on behalf of the Body Corporate against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
4. enter and enforce any judgment obtained in the collection of levy contributions including issuing enforcement warrants for seizure and sale of real or personal property, enforcement warrants for redirection of debts or earnings, enforcement warrant for enforcement hearing and commencing and maintaining bankruptcy proceedings or winding up proceedings;
5. filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
6. liaise, instruct and prepare all matters with the Body Corporate's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

Yes	26
No	0
Abstain	0

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia	X		
Adelia				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 was
withdrawn from the
floor of the meeting
by the proposer**

RESOLVED that the PBC agrees to the fee increases of Michael Jullyan, Executive Architect, as set out in the table below (with changes marked in grey) for his assistance in guiding the PBC on building approval applications within Stage 1.

Yes	0
No	0
Abstain	0

	First Submission (Current)	First Submission (Proposed)	Resubmission (Current)	Resubmission (Proposed)
New Houses	\$650	\$900 + GST	\$500	\$600 + GST
Major Alterations	\$600	\$900 + GST	\$450	\$600 + GST
Minor Alterations	\$500	\$500 + GST	\$400	\$400 + GST
Preliminary	\$N/A	\$300 + GST	\$N/A	\$300 + GST
Pool	\$300	\$300 + GST	\$200	\$200 + GST
Landscape	\$300	\$300 + GST	\$200	\$200 + GST
Colours	\$350	\$350 + GST	\$200	\$200 + GST
Artificial Grass	\$300	\$150 + GST	\$200	\$100 + GST
Screened Enclosures	\$400	\$450 + GST	\$300	\$300 + GST
Decks	\$450	\$450 + GST	\$300	\$300 + GST
Hourly Rate	\$300	\$300 + GST	\$300 + GST	\$300 + GST

NOTE: More information is required before the MNs can decide on the proposed increase.

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

6. Correspondence for Information:

6.1 PTBC Expenditure on GC Lakes:

- The Acting Chairperson (CM) noted that Kate Bourke's email is questioning why the PTBC should be contributing to a SCGCC expense when it is not related to a primary thoroughfare issue.
- MN for Washingtonia (DF) noted that the lake on the Golf Course plays a crucial role in directing water runoff to Sanctuary Cove for flood mitigation, a factor that was not addressed in the concern. The Acting Chairperson (CM) noted that Stuart (SS) will request further information from the CEO SCGCCCL to determine why the PTBC should be contributing to a SCGCC issue.

6.2 Resignation letter from MN for Adelia, Gary Simmons:

- The Acting Chair (CM) acknowledged and recognised Gary (GS) for his hard work and contribution in his role as MN for Adelia, and his participation in the PBC EGMs. A letter of appreciation will follow from the Chairperson (SS).

6.3 Quay line Information:

- The Acting Chair (CM) noted that all reports attached in CFI show that the boat in question is allowed to moor at the pontoon.
- MN for Plumeria enquired into updated quay line plans for Harbour 2. Manager of Body Corporate, Jodie (JS) to follow up to secure quay line plans for all SC harbours.

6.7 Governance Review Update:

- MN for Roystonia (SH) advised that a meeting is scheduled for 6th February 2025 at 2:30pm to discuss the Blueprint provided to the Member Nominees by Directors Australia. The meeting will include a one-hour interactive Q&A session, and SH will present a plan for 2025.
- MN for Schotia Island (WB) requested a summary document to be provided for residents who have not been involved in this process. SH will provide a one-page summary, which will go to RBC Committee Members
- CM acknowledged Cynthia Gillespie for her involvement and advice throughout the process.

7. Correspondence for Action:

7.1 MSCD sites unsightly:

- MN for Cassia (PC) mentioned that the Aveo site continues to be in the worst condition
- The Acting Chair (CM) advised that Stuart (SS) had followed up twice with MSCD. He was informed rectification would take place by Christmas. It has not occurred.
- MN for Tristania (MW) noted that the Gold Coast City Council (GCCC) would not accept the site in its current state, as it could be harbouring snakes, rats, and other vermin.
- MN for Harpullia (PK) explained that the PBC would need to act and issue a breach notice to MSCD for the condition of the site. If no action is taken after the third breach, an application to the referee for further action would be necessary.
- The Acting Chair (CM) advised to add as an action item – JS to draft a breach notice to MSCD regarding unsightly lots to send to SS for approval.
- Other unsightly areas identified by MNs were Cypress Point and Lot 4 Forest Hills Drive. The same process of adhering to the RZABs will be actioned.

7.2 Unofficial Dog Park Complaint:

- Brogan – Inhouse Counsel (BW) noted that Schotia Island Park is located on a Secondary Thoroughfare. The PBC manages the use of Schotia Island Park through the Secondary Thoroughfare by-laws.

- BW advised that there is no specific by-law requiring dogs to be on leashes, as the RZABs apply to residential zones rather than secondary thoroughfares. To enforce, the Secondary Thoroughfare by-laws would require an additional bylaw prohibiting dogs off leash.
- BW recommended that Schotia Island submit a motion through their MN to amend the Secondary Thoroughfare By-law to include this requirement. This amendment would need to be passed as a special resolution through the PBC.

7.3 Alpinia Common Property:

- The Acting Chair (CM) noted that Alpinia RBC suggested PBC take over the responsibility of their common property.
- MN for Harpullia (PK) noted this could create a legal issue as PBC cannot spend money unless it is for the Secondary Thoroughfare. He advised there are a growing number of issues in SC on RBC common properties. A policy is required to address a site wide issue. There were no volunteers to commence the policy.
- MN for Tristania (MW) suggested Brogan (BW) develop and advise on a policy.

7.4 Unapproved kerb ramp approval:

- The Acting Chair (CM) noted the resident has requested approval for a blended ramp to be installed by Smart Stone. The MNs agreed to write a letter of support to Smartstone to complete the work transacted, noting the resident will cover the installation cost. Jodie (JS) will provide written confirmation.

8. General Business:

8.1 Fibre to the Home (FTTH):

- The Acting Chair (CM) noted the deadline for FTTH is approximately 14 months, with significant work still required. Shaun Clarke (SC) will be leading the project.
- The goal is to have an implementation plan from SC by April 2026.
- The MN for Cassia recommended involving someone with expertise in the FTTH project.

8.2 Security Agreements:

- The Acting Chair (CM) noted that Brogan (BW) is currently working on all Security agreements to ensure they are properly structured and formalised.
- The MN for Harpullia (PK) emphasised the need to clarify the specific security services required by the PBC and their associated costs.

8.3 Dissolving the Company:

- The MN for Zieria (HM) enquired about a topic discussed in a previous meeting, specifically regarding the possibility of dissolving the company and having the PBC manage it instead.
- The MN for Harpullia (PK) questioned what that would entail, including the desired services and associated costs. He also expressed his preference against outsourcing Body Corporate Services (BCS).
- The MN for Livingstonia (BE) proposed dissolving the company and starting afresh, stating that the RBCs were compelled into contracts three years ago, and dissolution is the only viable exit strategy.

8.4 Administration & Management Agreement:

- The Acting Chair (CM) referred to the proposed project plan distributed to the MNs prior to the EGM and provided a synopsis:
 1. The plan will separate Body Corporate Services Administration and Facilities Management for ease of benchmarking and added transparency.
 2. The plans will be of 12 months duration to identify efficiencies and improvements.

3. The plans will be under the auspice of the PBC and separated from the PTBC to facilitate independence and control.
 4. The plans will be drafted by BW, the inhouse counsel as a member of the working Party, with Cheryl McBride & Shaun Clarke.
- She noted the tight timeframe:
 - The current AMA agreement expires 31st October 2025
 - Formal advice of any change to be forwarded to SCCSL by 31st July.
 - Draft plans to be approved by the PBC members – March.
 - Draft plans to be included in RBC EGM papers June.
 - The purpose of the plan is to provide time to draft agreements that reflect transparency, PBC autonomy, restriction of delegations, provision of clear instructions to the manager and deliver direction for a more robust longer-term AMA that reflects the aspiration of the SC community.

8.5 Finance Update:

- PK noted that two months into the financial year, we are in a better position than what was budgeted. Moving forward the reports will change and instead be a summary.

8.6 SCCSL Board Update:

- PK advised that the Directors have been managing CEO duties since July 2024 when he left. The vacated role has been redefined as General Manager, and the advertised position received over 150 applications. The Directors have shortlisted four candidates for consideration.

8.7 Dispute Resolution Update:

- CM advised that Stephen Anderson (SA) will be submitting his resignation from the company in the coming days.
- PK noted that Mulpha will not allow the resignation to take effect until a replacement is found. This is a reasonable request, as it ensures the Board is not unfairly represented in favour of the PBC.
- CM acknowledged the challenges faced by the PBC Nominee Directors in relation to the resolution and thanked them for their diligence, persistence and the desired outcome.

8.8 Electric Scooters:

- PC mentioned an incident involving electric scooters and enquired about the relevant policy.
- CT recalled that the PBC adopted a policy in line with the GCCC. Jodie (JS) will review past PBC minutes to confirm approval.

PBC EGM Motions for February 2025:

- 2025 funding from Director Australia for support
- Referee approval in relation to breaches to Mulpha for unsightly lot
- Electric Bike & Scooter Policy.

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

MEETING CLOSED at 12:20 PM

Chairperson: Mrs Cheryl McBride X.....

24 January 2025

Sanctuary Cove Principal Body Corporate
c/- Sanctuary Cove Community Services Limited
PO Box 15
SANCTUARY COVE QLD 4212

By email only: psc@scove.com.au

Dear Mrs Syrett,

EXTENSION – SECURITY SERVICES USER AGREEMENT

As you are aware, the Sanctuary Cove Principal Body Corporate and Sanctuary Cove Security Services Pty Ltd were parties to a Security Services User Agreement dated 1 November 2021 for the provision of security services to the Residential Zone (the **Agreement**).

The Agreement expired on 31 October 2024. However, the parties have agreed to be bound by the terms of the Agreement for one year until a new agreement can be prepared and negotiated.

Accordingly, please see **enclosed** for execution an annexure that reflects an extension of the Agreement as agreed between the parties.

We will reach out to you in the next few months with a new Security Services User Agreement for the PBC's consideration and review which will replace the current Agreement.

We look forward to receiving the executed annexure.

Yours sincerely,



Brogan Watling
In-house Counsel
Sanctuary Cove Community Services Limited

ANNEXURE: Extension of Security Services User Agreement

Sanctuary Cove Principal Body Corporate and Sanctuary Cove Security Services Pty Ltd (the **Parties**) agree to vary the Security Services User Agreement dated 1 November 2021 for the provision of security services to the Residential Zone (the **Agreement**) as follows:

1. The Parties agree to extend the term of the Agreement for one year, with a commencement date of 1 November 2024 and an end date of 31 October 2024 (the **Agreement Extension**).
2. The following amendments to the Agreement apply to the period of the Agreement Extension:
 - (a) Clause 2.1 is amended by removing the words “3 years” and replacing them with “1 year”;
 - (b) Clause 3 is deleted;
 - (c) Schedule 1, Commencement Date is amended by removing the date “2021” and replacing it with “2024”;
 - (d) Schedule 2, paragraph 3 is deleted and replaced with “The period from 1 November 2024 to 31 October 2025”.

The Parties further agree that in all other respects, the terms and conditions of the Agreement shall continue to apply without variation.

EXECUTED as an agreement

Executed by **SANCTUARY COVE PRINCIPAL)**
BODY CORPORATE)

.....
 Chairperson Signature

.....
 Chairperson Name

.....
 Committee Member Signature

.....
 Committee Member Name

Executed by **SANCTUARY COVE SECURITY**)
SERVICES PTY LTD ACN 122 182 692)
pursuant to section 127 of the *Corporations*)
Act 2001 (Cth))

.....
Director Name

.....
Director Signature

.....
Director/Secretary Name

.....
Director/Secretary Signature

From: [Brogan Watling](#)
To: [Jodie Syrett](#)
Cc: [Stuart Shakespeare](#); [Derek Glinka](#)
Subject: Security Services User Agreement | PBC | Extension
Date: Friday, 24 January 2025 2:56:59 PM
Attachments: [image001.png](#)
[Letter to Sanctuary Cove Principal Body Corporate - Security Services Agreement Extension.pdf](#)
[Security Services User Agreement Residential Zone - SCSSL, PBC.pdf](#)

Hi Jodie

I have noticed that the minutes of the PBC EGM held on 28 November 2024 approved the PBC to renew a Security Services User Agreement with Sanctuary Cove Security Services Pty Ltd (**SCSS**). The proposed agreement that was circulated with the agenda included a term of 3 years. However, SCSS only wishes to propose a further 1 year agreement to allow the parties time to negotiate the terms of a new agreement to apply from November 2025.

Accordingly, please may you seek direction from the PBC EC to include a motion on the EGM agenda for February to revoke the motion from November and propose a new motion to extend the prior Agreement by one year?

I have **attached** a letter to the PBC that sets out the terms of the extension and I have included a motion below for the PBC's consideration. I have also **attached** a copy of the Security Services User Agreement that expired in November.

If approved at the EGM in February, the letter will need to be signed by the PBC. Please print and take a copy of the letter to the PBC EGM in February, and if the motion passed, have the Chairperson and another Committee member execute the letter on the day.

Thank you.

Motion: Extension of Security Services User Agreement (by ordinary resolution)

That the PBC revokes motion 2 passed at the EGM held on 28 November 2024. And further, that the PBC extends the term of the Security Services User Agreement dated 1 November 2021 by 1 year, on the terms set out in the correspondence from Sanctuary Cove Security Services Pty Ltd, a copy of which has been circulated with the agenda.

Kind Regards,

BROGAN WATLING

In-house Counsel

Email brogan.watling@scove.com.au

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

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

Web oursanctuarycove.com.au

My core working hours are Tuesday, Thursday and Friday 07:30 – 16:00



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

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**SECURITY SERVICES –
USER AGREEMENT**

Table of Contents

1. Definitions and Interpretation	4
2. Engagement to Provide Security Services	4
3. Extension of Engagement.....	4
4. Provision of Security Services.....	4
5. Costs of Security Services	5
6. Variation of Security Services	5
7. Variation in Ownership or Zone.....	6
8. GST.....	6
9. Relationship	6
10. Further Action and Access to Zone.....	7
11. Indemnity.....	7
12. Events of Default	7
13. Rights on Default	8
14. Waiver	8
15. Dispute Resolution	8
16. Force Majeure.....	9
17. Costs	10
18. Governing Law and Jurisdiction.....	10
19. Notice	10
20. Implied Provisions Inconsistent With Express Provisions	11
21. Act or Omission.....	11
22. Joint and Several Liability	11
23. Severability	11
24. Alteration.....	11
25. Warranties	11
26. Enforceability.....	12
27. Pleaded In Bar.....	12
28. Counterparts.....	12
30. Time of the Essence	12
31. Confidentiality	13
32. Privacy and Data	14
33. Survival	14
34. Entire Agreement	14
Schedule 1: Definitions and Interpretation.....	16
Schedule 2: Particulars	21
Schedule 3: Security Services	22

This Agreement is made the 1 day of Nov 2021.

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 87.3 % 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

5.1 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:

- (a) 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)
Pursuant to Section 127 of the *Corporations)*
Act 2001 (Cth))


.....

~~SECRETARY Director~~

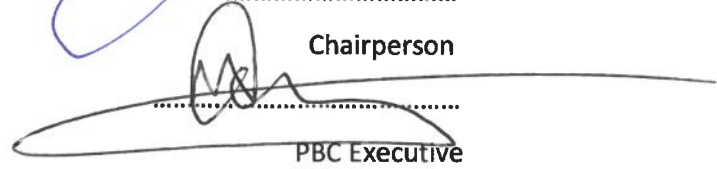

.....

Director

SIGNED BY THE PARTY SPECIFIED IN ITEM 1)
OF THE SCHEDULE pursuant to Section 127)
of the *Corporations Act 2001 (Cth)*)


.....

Chairperson


.....

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 2021.

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 2021 to 31 October 2024.

4. User Allocation

95.1% increasing to 95.8% from 1 November 2022 (this is reduced by any contributions from Hotel, Harbour and Marine Village)

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 	*

TAX INVOICE

Sanctuary Cove Principal G.T.P. 202 C/- Sanctuary Cove Principal

Invoice Date
31 Jan 2025

Invoice Number
INV-11180

Niche Studio
258 Tingal Rd
Wynnum Qld 4178
Australia
Ph 07 3123 0214

Reference
Sanctuary Cove TB 2
- 20h

ABN
24 177 491 674

Description	Quantity	Unit Price	Amount AUD
Sanctuary Cove TB 2 - 20h	1.00	2,940.00	2,940.00
20-hour time block - For ongoing support and updates - 25% Discount.			
Subtotal			2,940.00
TOTAL GST 10%			294.00
TOTAL AUD			3,234.00

Due Date: 7 Feb 2025

Terms: Strictly 7 Days

Terms of trade: Available at www.nichestud.io/terms.pdf

Remittance advices: email to nathan@nichestudio.com.au

Payment Options

1. Direct Deposit: BSB: 484-799, Account: 003 781 844
2. Credit Card and PayPal: Call us, or use pay now link



[View and pay online now](#)

Policy for Electric Bicycles and Personal Mobility Devices – March 2023

Introduction

In accordance with the Queensland Transport Operations Regulation 2009, Sanctuary Cove Community Services is committed to improving the safety of all road users at Sanctuary Cove and recognises the growth in use of Electric Bikes and Personal Mobility Devices (PMD) like e-scooters and e-skateboards.

Purpose

Sanctuary Cove Community Services strives to provide excellence and care to the Sanctuary Cove Community through the provision of Security and Body Corporate services.

The purpose of this policy is to recognise the use of Electric Bikes and PMDs on Principal Body Corporate and Primary Thoroughfare Body Corporate roads in Sanctuary Cove.

The policy will also assist Security to ensure that riders operate their bike and device safely on Sanctuary Cove roads in accordance with the Transport Operations Regulation.

1. Vehicle Description

1.1. Electric Bicycle (e-bike)

- a. An electric bicycle also known as an e-bike is a type of vehicle and can be assisted by power when riding.
- b. e-bike riders must follow the bicycle road rules and obey the general road rules.

1.2. Personal Mobility Device (PMD)

- a. A PMD can include e-scooters, e-skateboards and self-balancing single wheeled devices e.g. e-unicycle. It must be designed for use by one person only, be powered by an electric motor with one or more wheels.
- b. Age restriction
 - PMD riders must be at least 16 years.
 - PMD riders between 12-15 years must be supervised by an adult.
 - Children under 12 years must not ride PMDs.

2. E-bike and PMD speed limit in Sanctuary Cove

- 2.1 Sanctuary Cove Boulevard and The Parkway Shared Path – 20km/h.
- 2.2 PBC and PTBC road - 25km/h.
- 2.3 Footpaths – 12 km/h.

3. Helmet

- 3.1. A rider must always wear a helmet when riding an e-bike or PMD, unless exempted by a doctor's certificate.

4. General Road Safety Rules for Riders

- 4.1. General road rules apply.
- 4.2. Leave your phone alone when riding.
- 4.3. Observe that Sanctuary Cove roads are shared with motor vehicles, golf buggies and pedestrians.
- 4.4. Ride as close as possible to the left side of the road.
- 4.5. Keep at least 2m between the rider and the back of a vehicle.
- 4.6. Signal when turning.
- 4.7. Avoid being a traffic hazard – do not ride into the path of a driver or pedestrian.
- 4.8. No overtaking if it is not safe.
- 4.9. No towing by another vehicle or holding onto a moving vehicle.
- 4.10. No leading an animal while riding.
- 4.11. Warn pedestrians as you approach them on a footpath or shared path.
- 4.12. No doubling on a PMD or e-bike unless the bike is designed to carry more than 1 person and has a passenger seat.
- 4.13. Use lights and reflectors after dark, display a white or red light (flashing or steady) on the front and rear of the bike or device.

5. Security

- 5.1. Security is to follow up on complaints about e-bike or PMD use on roads and paths.
- 5.2. Communicate responsibilities to the rider and/or their parents as outlined.
- 5.3. Submit a written report for any serious incident involving an e-bike or PMD.
- 5.4. Elevate reports of repeated breaches to Compliance for additional follow up.

References

Document Number:	Title:
1.	Qld Gov - Bicycle road rules and safety, Jan 2022.
2.	Qld Gov – Electric bicycle rules, Jan 2022.
3	Qld Gov – Rules for personal mobility devices, Nov 2022.
4	Qld Gov – New rules for personal mobility devices, Feb 2023.

Version	Date	Summary of Changes
1	03 2023	Original version

TAX INVOICE

Sanctuary Cove Principal Body Corporate
Attention: Simone Hoyle
1/1 Masterhead Way
SANCTUARY COVE QLD 4212

Invoice Date
18 Dec 2024

Directors Australia
PO Box 3018
South Brisbane QLD 4101

Invoice Number
A24-057(3)

ABN
69 534 972 076

Description	Amount AUD
Our Consultant/s: Kerryn Newton Katie Simpson Kathy Fleming	
Governance review, as per our revised proposal dated 4 July 2024	
Agreed fees: \$39,200 (excl GST)	
Stage 3: Completion of this assignment, and provision of deliverables • Final quarter of the fee on completion	
In person attendance at the 9 December 2024 PBC meeting	1,800.00
	Subtotal
	TOTAL GST 10%
	TOTAL AUD

Due Date: 1 Jan 2025

Payment by Electronic Funds Transfer
Directors Australia Pty Ltd | BSB: 084 435 | Account Number: 83 150 8745

✂

PAYMENT ADVICE

To: Directors Australia
PO Box 3018
South Brisbane QLD 4101

Customer	Sanctuary Cove Principal Body Corporate
Invoice Number	A24-057(3)
Amount Due	
Due Date	1 Jan 2025
Amount Enclosed	Enter the amount you are paying above

**CORRESPONDENCE
FOR INFORMATION**

REFEREE'S ORDER

Office of the Commissioner
for Body Corporate and Community Management

CITATION: *Sanctuary Cove Principal Body Corporate* [2025] QBCCMCmr 38

PARTIES: Sanctuary Cove Principal Body Corporate (**applicant**)
Tin Sing Nip (**respondent**)

PLAN: -

JURISDICTION: Section 77 of the *Building Units and Group Titles Act 1980* (Qld) (**BUGT Act**)
Section 104A of the *Sanctuary Cove Resort Act 1985* (**SCR Act**)

APPLICATION NO: 1007-2024

DECISION DATE: 4 February 2025

DECISION OF: M. Tsui, Referee

CATCHWORDS: BY-LAWS – whether a proprietor in a subsidiary body corporate has breached the residential zone activities by-laws relating to maintenance.
SRC Act, s96A(6)

ORDERS MADE:

1. Within 6 weeks of the date of this Order, the proprietor of Lot 25 in the Woodsia GTP 107353, Tin Sing Nip, must pressure wash and repaint in Dulux 'Berkshire White' Fender Finish the existing stained rendering on the front, side and rear upper exterior portions of the principal structure on Lot 25.

I HEREBY CERTIFY this is a true copy of the order and reasons for decision.

Dated this 4th day of February 2025.



M. Tsui

REASONS FOR DECISION

Overview

- [1] This application is about compliance with a maintenance by-law.
- [2] The respondent, Ms Nip owns Lot 25 in The Proprietors – Woodsia GTP 107353 (**Woodsia**). Woodsia is a subsidiary body corporate of the Sanctuary Cove Principal Body Corporate (**PBC**) within a residential zone of the Sanctuary Cove Resort.
- [3] The PBC has brought this application against Ms Nip for failing to maintain her lot in accordance with by-law 3.1(a) of the Residential Zone Activity By-Laws (**RZABLs**) which requires residents to:
 - (a) Maintain in good condition and repair and where necessary replace or renew the exterior of his Principal Structure including for the purposes of this by-law only, and without limitation, all fences, walls, windows, gates, sidewalls, walkways, driveways and other structures located on the Lot;
- [4] The PBC says that the stained rendering on the principal structure of Lot 25 deviates from the standards maintained within the Sanctuary Cove Resort and does not comply with the by-law. It says that despite 4 written communication attempts notifying Ms Nip of the breach, she has failed to respond, and to date, has not rectified the property.
- [5] The issue for determination is whether Ms Nip is in breach of the by-law as alleged.

Preliminaries

- [6] The SCR Act is one of several pieces of legislation defined as a 'specified Act' under the *Body Corporate and Community Management Act 1997* (the **BCCM Act**).¹ The BUGT Act continues to apply to plans registered under the BUGT Act for a specified Act.² Disputes about the operation of the SCR Act or the rights and obligations of persons under the SCR Act may be dealt with under the BUGT Act.³
- [7] The application seeks the following order:
 - The Respondent must pressure wash and repaint in Dulux 'Berkshire White' Fender Finish the existing stained rendering on the front, side and rear upper exterior portions of the principal structure.
- [8] This is an application by the PBC against a proprietor of a lot in a subsidiary body corporate, seeking compliance with an RZABL. It has previously been determined that a referee has jurisdiction to decide such applications.⁴
- [9] Submissions were invited from the respondent, the Woodsia committee and all Woodsia owners. The respondent and one other owner made a submission. The PBC inspected the submissions and made a reply.

Analysis

- [10] Firstly, pursuant to section 96A of the SRC Act, the RZABLs bind the PBC, members of the PBC as well as the registered proprietor or occupier of a lot within the residential zones. The respondent is the registered proprietor of a lot within a residential zone and is therefore bound by the RZABLs.
- [11] On 17 April 2024, the PBC issued a notice to Ms Nip, alerting her that the stained rendering on her property constituted a breach of RZABL 3.1(a). The notice requested that she arrange for the front and side walls of the property to be cleaned and/or repainted to ensure it is maintained in good condition in compliance with the by-law. Images of the problematic stained areas were

¹ Section 326 of the BCCM Act

² Section 325(2)(a) of the BCCM Act

³ Section 104A of the SCR Act

⁴ *Sanctuary Cove Principal Body Corporate v Nakahara et al* (Unreported, Magistrates Court of Queensland, Magee K, MAG – 0056211/19(5), 12 February 2020)

included with the notice. Ms Nip was given 14 days to address the issue. When no action was taken, the PBC issued a further 3 notices to Ms Nip before then commencing this application.

- [12] The application includes photographs showing the stained exterior areas of the building. Photographs of a neighbouring lot have also been included as a comparison of the expected standard.
- [13] A submission was received from the owner of Lot 61 in support of the PBC's application, asserting that the respondent's property is "an eyesore" and that it should be brought into line with the neighbouring properties and the expected standards of the community.
- [14] The respondent, Ms Nip submitted that she had not received the PBC's notices as she had moved to China where she is unable to access that email account. However, Ms Nip said that her tenant who occupies the property had now hired a cleaning company to clean the exterior walls.
- [15] In reply, the PBC submitted photographs showing that as of 27 November 2024, no work had been undertaken to the property.
- [16] As stated, by-law 3.1(a) provides:
Every Resident must:
(a) Maintain in good condition and repair and where necessary replace or renew the exterior of his Principal Structure including for the purposes of this by-law only, and without limitation, all fences, walls, windows, gates, sidewalls, walkways, driveways and other structures located on the Lot;
- [17] The photographs supplied show that portions of the building's exterior are heavily stained in black. I am satisfied that Ms Nip is not maintaining her property in good condition as required by by-law 3.1(a). The obligation to maintain includes, where necessary renewing the exterior walls of the property.
- [18] Ms Nip does not dispute that work is required. She states that her tenant will attend to the issue but to date, the submitted photographs indicate no such work has been undertaken.
- [19] It is worth mentioning that while Ms Nip does not reside in the property, as the lot owner she is still bound by the by-law. The by-law applies to every "Resident". Pursuant to the Sanctuary Cove Principal Body Corporate Development Control By-laws, "Resident" means the registered proprietor, mortgagee in possession, or lawful occupier, of a lot. Clause 1.1 of the RZABL provides that its terms have the same meaning given to them in the SRC Act, the Primary Thoroughfare Body Corporate By-laws and the Principal Body Corporate's Development Control By-laws. As such, the same meaning of "Resident" applies here.
- [20] Ms Nip, as the registered proprietor of Lot 25, is a "Resident" and bound by by-law 3.1.

Conclusion

- [21] In the circumstances, it is evident that Ms Nip has contravened by-law 3.1(a) and has not remedied that contravention despite now being on notice of it. I am therefore satisfied that the order sought should be granted. I have allowed 6 weeks for the order to be complied with.

Sanctuary Cove Community Services Limited – Company Update AGM – 6th February 2025: Read out by Paul Kernaghan

As is customary, I now want to give an update on the activities of the Company, its status and plans for the future.

The Board

In December 2023, the Independent Chair, Paul Donovan, resigned from the Company. In order to ensure the Board met the minimum number of 3 Directors required under the Corporations Act for a Public Company, and to ensure balance on the Board, the Shareholders each agreed to appoint one additional Nominee Director to the Board. As a result, in March 2024, the PBC nominated my appointment to the Board, and Barry Teeling was nominated by the PTBC. This added to the existing appointed Directors, being Stuart Shakespeare for the PBC, and Stephen Anderson for the PTBC.

With the agreement of the Board, I have been chairing Board meetings on an interim basis on condition that I do not exercise the Chair's casting vote on any resolutions considered by the Board. This arrangement is to allow time to consider the most appropriate structure for the Board and governance arrangements for the future.

In addition, it was necessary to improve a number of governance arrangements, and as a result the Board decided to appoint a professional external Company Secretary and to replace the Auditors, Dickos Dunn, with KPMG.

Stephen Anderson has announced his intention to retire from the Board on or before 31st October 2025. This extended notice is to allow time to:

- Hire and induct a new General Manager.
- Assist with amendments to policies and procedures for the future, and
- To allow time for the PTBC to source and appoint a new Nominee Director to replace Stephen.

The Board wishes to thank Stephen for his contributions to the Company over the last 4 years.

Chief Executive Officer

In October 2024, following 3 months of extended leave, the CEO, Dale St George, resigned after serving 8 years with the Company. As an interim measure, from the start of the CEO's extended leave up to today, each Direct Report of the CEO has been allocated a Board Director to provide guidance and direction, pending the recruitment of a General Manager to run the Company on behalf of the Board.

The Board reshaped the job specification for the operational leadership role of the Company and advertised for a General Manager in December 2024. Over 150 applications were received by the closing date, however only a small proportion of these proved to be suitable. The Board has developed a shortlist of candidates, and they have been interviewed by the Board. It is hoped that one of these candidates will prove to be a good fit for the role.

**Sanctuary Cove Community Services Limited – Company Update
AGM – 6th February 2025: Read out by Paul Kernaghan**

Financial Outcomes for FY2024

Despite a challenging environment, especially regarding the absence of the CEO, inflation and much higher than anticipated wage expectations, and the need to source external assistance, the Board and staff worked together to manage costs and to deliver the services contracted to the PBC and the PTBC very close to the financial budget. For the PBC, Management and Administration fees charged were \$1,355k compared to a budget of \$1,320k, and Security Fees charged were on budget at \$3,500k. For the PTBC, Management and Administration Fees charged were \$414k compared to budget of \$403k, and Security fees of \$79k were on budget.

Thanks to hard work from the Company's staff, for the PBC, the Administration Fund produced an actual deficit of \$188k, compared to a budgeted deficit of \$429k, with a carried forward balance on the Fund of \$618k. Deficits have been budgeted in the past to utilise previous surpluses which were generated during a very low inflation environment which has now reversed. The effect of this was to subsidise levies collected to a level below the actual costs of providing the services. This practice is not prudent and will cease for the 2026 budget.

The PBC Sinking Fund generated an actual surplus of \$424k compared to a budgeted surplus of \$222k. This was mainly due to different timing in the execution of projects compared to plan. The Sinking Fund ended the year with a balance of \$6,750k compared to budgeted position of \$6,326k

For the PTBC, the Administration Fund generated an actual surplus of \$304k compared to budget of \$383k, with an actual year end fund balance of \$1,882k. The PTBC Sinking Fund experienced a deficit of \$272k compared to a budgeted deficit of \$383k, with a year-end balance of \$1,882k.

Operational Initiatives Implemented in FY2024

Despite the challenges experienced by the Company in FY2024, many notable projects were executed during the year. A sample of these is summarised below.

- Roll out of the digital StrataVote system.
- Implementation of a new Internet portal.
- Completion of fencing upgrades for The Address and major landscaping projects in Schotia Island, Paul Toose and Marine Drive North.
- Civil works completed on the "A" Class water system.
- Water pressure management systems successfully introduced, contributing to a significant reduction in water leaks.
- Trades services successfully insourced from external contractors.
- Completed tenders and secured new 3-year contracts for Landscaping, Waste Management and Street Sweeping.
- Migrated to an updated Asset Finder asset management system.
- Completed installation of additional CCTV cameras under stage 2 of the program.

Sanctuary Cove Community Services Limited – Company Update AGM – 6th February 2025: Read out by Paul Kernaghan

- New entrance security monitoring system introduced.
- Security vehicle fleet switched to more efficient hybrid vehicles.

Operational Initiative Priorities for 2025

While much was achieved during 2024, our environment remains challenging with many significant projects to complete and issues to resolve. These include:

- Completion of recruitment for a new General Manager, their induction and stabilisation of staff and management.
- Enhancement of Company governance processes, policies and procedures.
- Execution of new Service Agreements with the Body Corporates prior to expiry of the existing Agreements on 31st October 2025.
- Review of delegated authorities in the Company and between the Company and the Body Corporates.
- Completion of budgets for 2026.
- Investigation into the status and sustainability of the Fibre To The Home Network (FTTH) and security alarm systems, and resolution of User Access Agreements for this service.
- Commissioning of A Class Water systems.
- Complete review of material Company and Body Corporate contracts.
- Consolidation and rationalisation of Company policies, currently numbering in excess of 100.
- Working with the PBC to help implement recommendations from their governance review.
- Registration of a new Company Enterprise Bargaining Agreement.
- Upgrade accounting system, introduce Strata Max digital invoice management system and outsource Payroll.
- Review existing Managed IT Services.
- Radio server upgrade, gate intercom upgrade and introduction of solar back up for security systems and gates.
- Stage 3 CCTV roll out.
- Prioritise and execute Sinking Fund projects budgeted for the year.

This is an ambitious agenda, and we need to be cognisant of the fact that the above actions and initiatives are in addition to providing the necessary ongoing administrative, maintenance and security services required by the Body Corporates.

Company Joint Venture

Since 2006, the PBC and PTBC have been 50:50 joint venture shareholders in Sanctuary Cove Community Services Limited. The Company has the sole purpose of providing the services required by the PBC (and RBCs) and PTBC to enable them to discharge their duties and functions under SCRA and BUGTA, which are essentially:

**Sanctuary Cove Community Services Limited – Company Update
AGM – 6th February 2025: Read out by Paul Kernaghan**

- To properly maintain the throughfares, and common areas and any property invested in these areas.
- In the case of the PBC, to enforce the Development Control Bylaws and the Residential Activity Bylaws, and for the PTBC any Bylaws pertaining to the Commercial Zones.
- To comply with the requirements of SCRA and BUGTA – including proper conduct of meetings, appointment of officers, setting of budgets and levies, collection of levies, control of expenditure, proper notices and management of correspondence, etc.

It should be noted that the Company is no longer pursuing business with Hope Island Resort as this is outside the objects the Company was established for. Of two contracts that were signed with Hope Island RBCs, one has now expired, and the Company will not renew the one remaining contract on expiry of its term.

The customer relationship between the PBC and PTBC, and SCCSL for services has been governed by commercial agreements between the parties. However, the relationship between the PBC and PTBC as Shareholders in managing the operation of SCCSL is governed according to a Shareholders Agreement between the PBC and PTBC and a Company Constitution.

Over time, this model of service provision has generally been positive for the Resort, however, there have been periods of time where the Company has been disrupted by factions in the Residential and Commercial Communities and conflicts and disputes between them.

There have also been periods where inconsistent standards of governance have been applied to the Company, and indeed within the Body Corporates.

The hiring of a new General Manager and reconstitution of the Board presents an opportunity to review the efficiency, effectiveness and corporate governance of the current Company model of service provision and make material improvements to ensure sustainability and value for money into the future.

I'd like to take this opportunity to thank my co-Directors and staff for their efforts during 2024. As has already been said, it has been a challenging year but I'm optimistic that we will make further significant progress in 2025.

Paul Kernaghan

From: [shoyle](#)
To: [Jodie Syrett](#)
Subject: FW: Resignation from PBC Executive Committee
Date: Sunday, 9 February 2025 9:02:03 PM

Good morning Jodie

I hope you had a nice weekend.

Would you please include my resignation letter (included below) in the correspondence for information section of the February PBC Booklet. Additionally, please update the committee distribution listings to reflect my departure from the PBC Executive.

As a result, I will not be attending this week's PBC Executive Meeting.

Thank you for your assistance.

Best Regards

Simone Hoyle

From: shoyle
Sent: Saturday, 8 February 2025 8:13 AM
To: Stuart Shakespeare
Cc: Paul Kernaghan; Derek Glinka; Brian Earp; dianneonthegc; andrewbrownsydney

Subject: Resignation from PBC Executive Committee

Stuart Shakespeare
Chair, PBC Executive Committee

Dear Stuart

I write to formally resign, effective immediately, from my position on the PBC Executive Committee. This decision was not made lightly, as I have valued the opportunity to contribute to the key priorities and governance of the PBC Executive Committee. Throughout my tenure, I have remained committed to fostering a culture where diverse perspectives, experiences, and ideas drive better decision-making and stronger outcomes. I believe that committees thrive when they encourage positive, constructive dialogue and challenge, draw on a wide range of experience, and actively consider different viewpoints in pursuit of a common goal. As I step away, I trust that this balance is recognised and upheld within the PBC Executive Committee

One of the contributions I am particularly proud of is my co-leadership, alongside Cheryl McBride, of the PBC Governance Review in collaboration with Directors Australia. This initiative laid the foundation for the initial draft of the three-year PBC Governance Improvement Plan, providing a structured path towards enhanced governance, accountability, transparency, and effectiveness. I trust this plan will serve as a valuable framework for future leadership, supporting the ongoing success and continuous improvement of PBC governance.

I extend my gratitude to my fellow PBC Executive Committee members for their

dedication, work ethic, and commitment to serving the Sanctuary Cove community. I remain invested in the broader success of the PBC, as the Roystonia Member's Nominee, and trust that its leadership will continue to evolve, providing ongoing support to Sanctuary Cove homeowners.

Please consider this email my formal resignation. I will ensure that any necessary transitions proceed smoothly and remain available for any handover matters that require my input.

Best regards

Simone Hoyle



Mulpha Sanctuary Cove (Developments) Pty Limited
ACN 098 660 318 ABN 20 098 660 318

Jabiru House, Masthead Way
PO Box 199 Sanctuary Cove QLD 4212 Australia
T 61 7 5577 6500 F 61 7 5530 8455
www.sanctuarycove.com www.mulpha.com.au

RE: THE PARKWAY – WATERMAIN VERGE & SEWER LIVE CONNECTION WORKS NOTIFICATION

Dear Residents,

Mulpha wishes to advise that our civil contractor, Golding Contractors, will be undertaking works in the footpath and verge area of The Parkway approximately 100m west of the Village Gates as part of the water main and sewer live connection for the Parkway Greens subdivision.

Schedule

- Water main works: Scheduled to commence on **Tuesday, 11th February 2025** (weather permitting) and continue through to **Thursday, 13th February 2025**.
- Sewer live connection: Scheduled for **Thursday, 13th February 2025**.

During this period, the footpath and verge will be occupied, and a **single-lane road closure** will be in place, affecting pedestrian and traffic movement in the area.

Traffic & Pedestrian Management

- The roadway will remain open, and vehicles will still have access in and out of The Parkway during this time.
- When required, pedestrian management will be guided by signage and/or designated Traffic Controllers or authorised Golding Representatives.
- The verge will be reopened to pedestrians at the end of each workday, and normal traffic conditions will resume outside working hours.

Golding anticipates the works will take approximately **three days** to complete.

Thank you again for your patience and understanding.

Yours sincerely,

Jeff Ray

Civil Project Manager

Mulpha Sanctuary Cove (Developments) Pty Ltd.



11th February 2025

Mr Stewart Webster

[REDACTED]
[REDACTED]

Transmission via email: [REDACTED]

Dear Stewart,

**REQUEST FOR RAMP ON DRIVEWAY
PROPERTY: 7081 KEYSIDE CLOSE, LOT 104 PLUMERIA GTP 2207**

We are writing to inform you of the outcome of your request for approval of the installation of a ramp on the driveway to prevent car damage.

While the minutes from the PBC EGM meeting held on 30th January 2025 at 10:00am are still pending final drafting and approval, we can confirm that the committee has decided to permit Smart Stone to install a concrete crossover at your expense. However, the existing ramp must be removed.

If you have any questions or concerns, please do not hesitate to contact the office on (07) 5500 3333 or via email at psc@scove.com.au.

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

A handwritten signature in blue ink that reads "C McBride".

Cheryl McBride
Secretary
Sanctuary Cove Principal Body Corporate GTP 202

From: [Andrew Brown](#)
To: [Stuart Shakespeare](#); [Paul Kernaghan](#); [Derek Glinka](#); [Brian Earp](#); [Simone Hoyle](#); [Jodie Syrett](#); [RBC - Banksia Lakes](#)
Subject: Resignation from Executive Committee from Andrew Brown
Date: Tuesday, 11 February 2025 2:15:15 PM

Dear Stuart

I would like to offer my formal resignation from the Sanctuary Cove Executive Committee. My property has now settled and I am no longer eligible to be the Banksia Lakes Committee Nominee nor sit on the EC.

I have enjoyed my time at Sanctuary Cove, a truly special and unique place in both Australian architecture and master planned living. As someone who has spent the last 25 years approving and constructing such places, I have to say the Cove stands out as the best that is offered in Australia.

I was appreciative of the opportunity to become involved in some of the decision making and to lend my professional assistance. I now understand the complexity and ongoing constant decision making required to operate what is essentially a small local government.

The role of the Principle Body Corporate and by extension the EC should not be underestimated by the Cove residents. The interdependency of both the PBC and the PTBC add yet another layer of administration and complexity.

I would like to thank all of the EC members, both present and immediate past, for what they bring to the committee, your combined life experience and professional acumen for what is essentially a volunteer role demonstrates a real interest in making Sanctuary Cove function as intended. I also would like to thank Jodie and the team for providing professional assistance with all the necessary administrative and corporate services.

I understand that EC members will move on, such as myself and I expect that other PBC members now need to step in and continue the good work that has been undertaken in the past 18 months. It is important that the review of the governance continues to inform a way forward with how the PBC can function more efficiently under the legislation. This will provide the opportunity for further refinement and widening the responsibility of decision making into the future.

Kind regards

Andrew Brown



Dear Members Nominees and RBC Chairpersons,

NOTICE OF VACANCY OF POSITIONS ON EXECUTIVE COMMITTEE

Mr Andrew Brown (ordinary member) has given notice to the PBC of his resignation. M/s Simone Hoyle has tendered her resignation of the PBC EC with the intention of remaining on the PBC, as the members' nominee for Roystonia. Their resignations were accepted by the PBC Executive Committee with immediate effect thereby creating 2 vacancies on the PBC EC.

The appointment of replacement members to the EC will be subject to approval by the PBC members at the upcoming EGM scheduled for 26 February 2025.

Notice is hereby given to all members' nominees and residential body corporate chairpersons, inviting nominations for eligible individuals (i.e., current member's nominee) to fill the vacant EC positions. Nominations, including a 2-page resume/curriculum vitae, must be submitted by **5pm on 19th February**. This can be done via email to pbcc@scove.com.au.

If more than two nominations are received to fill the two vacancies, the meeting notice for the 26 February EGM will include a motion to determine the nominees to be appointed to fill the vacancies, subject to affirmation by the PBC members. Voting instructions will be provided, and the two nominees with the highest number of affirmative votes will be appointed to the EC.

Sincerely,

Cheryl McBride OAM - Secretary
Sanctuary Cove Principal Body Corporate



**Sanctuary Cove Resort Act 1985
NOTICE FOR NOMINATION**

TO: The Secretary – Sanctuary Cove Principal Body Corporate
c/- Sanctuary Cove Body Corporate Services
PO BOX 15
SANCTUARY COVE QLD 4212

Phone: (07) 5500 3333
Fax: (07) 5500 3344
Email: pbc@scove.com.au

I,, being the Member's Nominee/ Company Nominee for Body Corporate and being entitled to nominate a member for the Executive Committee, **HEREBY NOMINATE** the undermentioned person (being eligible for nomination in accordance with Schedule 3 of the *Sanctuary Cove Resort Act 1985*) as a candidate for election.

DETAILS OF CANDIDATE			
SURNAME	GIVEN NAME	CANDIDATE STATUS (TICK)	ADDRESS OF CANDIDATE
		<input type="checkbox"/> Member's nominee <input type="checkbox"/> Company nominee	

NOMINATED POSITION(S) (TICK)
<input type="checkbox"/> Ordinary Member

Signature of Candidate

Name of Member's Nominee/Company Nominee,
Director or Secretary

Date

Signature of Member's Nominee/Company Nominee,
Director or Secretary

** Under the Administration and Management Agreement with the PBC, the PBC has authorised Sanctuary Cove Community Services Limited to put forward a suitable employee to fulfil the functions of this role.*

A person may be elected to hold one or more of these offices in accordance with section 41(2A) of the SCRA.



20 February 2025

Mr Gary Simmons
Transmission via email: snommisg@icloud.com

Dear Gary,

I hope this letter finds you well.

On behalf of the Sanctuary Cove Principal Body Corporate, I would like to express our sincere gratitude for your exceptional service on the Principal Body Corporate as a Member's Nominee.

Your dedication, hard work, and valuable insights have had a lasting impact on our community. Your presence is greatly missed around the committee table, and your friendship is truly valued.

Thank you for your contributions and for helping to make our community a better place. Wishing you and your family happiness and success in the years ahead.

Kind regards,

Mrs Cheryl McBride
Secretary
On behalf of the Sanctuary Cove Principal Body Corporate



20 February 2025

Mrs Simone Hoyle
Transmission via email: shoyle@bigpond.net.au

Dear Simone

I hope this letter finds you well.

On behalf of the Sanctuary Cove Principal Body Corporate, I would like to express our sincere gratitude for your exceptional service on the Principal Body Corporate Executive Committee.

Your dedication, hard work, and valuable insights have had a lasting impact on our community. Your presence is greatly missed around the committee table, and your friendship is truly valued.

Thank you for your contributions and for helping to make our community a better place. We look forward to your continued input on the Principal Body Corporate as a Member's Nominee for Roystonia.

Kind regards,

A handwritten signature in blue ink that reads "Cheryl McBride".

Mrs Cheryl McBride
Secretary
On behalf of the Sanctuary Cove Principal Body Corporate



20 February 2025

Mr Andrew Brown

Transmission via email: andrewbrownsydney@gmail.com

Dear Andrew,

I hope this letter finds you well.

On behalf of the Sanctuary Cove Principal Body Corporate, I would like to express our sincere gratitude for your exceptional service on both the Principal Body Corporate as a Member's Nominee and the Executive Committee.

Your dedication, hard work, and valuable insights have had a lasting impact on our community. Your presence is greatly missed around the committee table, and your friendship is truly valued.

Thank you for your contributions and for helping to make our community a better place. Wishing you and your family happiness and success in the years ahead.

Kind regards,

A handwritten signature in blue ink that reads "Cheryl McBride".

Mrs Cheryl McBride

Secretary

On behalf of the Sanctuary Cove Principal Body Corporate

CORRESPONDENCE FOR ACTION



PO Box 1048,
Robina, QLD, 4230
Lakehouse Corporate
Space, Suite 425
Level 2, 34-38 Glenferrie
Drive
Robina, QLD, 4226
T +61 7 5553 6900

Our ref: 07366

Date: 18 December 2024

Body Corporate for Horizon Court,
Hope Island QLD 4212.
Lot 119 GTP107511 (Secondary Thoroughfare).

Attn: Sanctuary Cove Principal Body Corporate

Dear Sir/ Madam,

Letter of Notification

RPS AAP Consulting has recently completed a boundary identification survey for 6301 Horizon Court, Hope Island (Lot 127/ GTP107515). In the course of completing our Boundary Survey, we have located improvements on or near the property boundary. The reinstated property boundary and noted improvements are shown on the attached copy of our Boundary Identification Survey Plan (IS328983), which has been lodged with the Department of Resources.

As cadastral surveyors it is our obligation to inform all parties concerned of such improvements on or near a reinstated boundary, if it is possible that one party is adversely affected, in accordance with Section 18 of the Survey and Mapping Infrastructure Regulation 2014. **Please note, this letter is for the purpose of notification only and is not seeking any action.**

We trust that this information is sufficient for your purposes, however, should you require any further details or clarification, please do not hesitate to contact the writer by telephone.

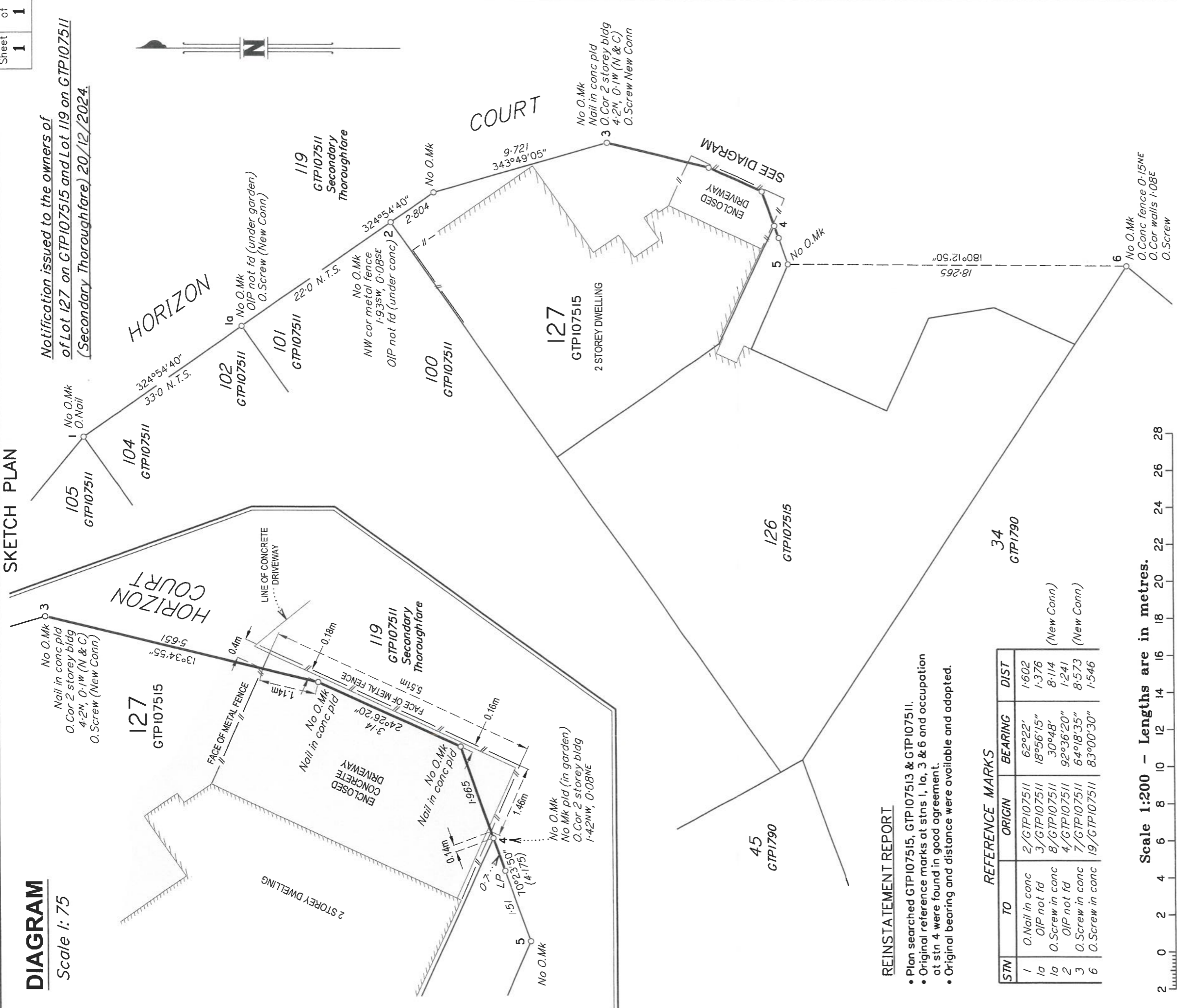
Yours sincerely,
for RPS AAP Consulting Pty Ltd

Brian Rogers
Senior Registered Surveyor
brian.rogers@rpsconsulting.com
+61 7 5553 6900

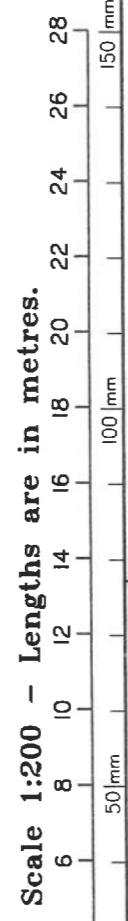
DIAGRAM

Scale 1: 75

Notification issued to the owners of Lot 127 on GTP107515 and Lot 119 on GTP107511 (Secondary Thoroughfare) 20/12/2024.



STN	TO	ORIGIN	BEARING	DIST
1	O.Nail in conc	2/GTP107511	62°22'	1.602
1a	OIP not fd	3/GTP107511	18°56'15"	1.376
2	O.Screw in conc	8/GTP107511	30°48'	8.114 (New Conn)
3	OIP not fd	4/GTP107511	92°36'20"	1.241 (New Conn)
6	O.Screw in conc	7/GTP107511	64°18'35"	8.573
		19/GTP107511	83°00'30"	1.546



CLIENT SANCTUARY COVE BODY CORP

RPS AAP CONSULTING PTY LTD (ACN 117 883 173) hereby certify that the land comprised in this plan was surveyed by the corporation, by Hugh Gene JAKINS, Registered Surveyor, for whose work the corporation accepts responsibility, under the supervision of Brian Phillip Rogers, Cadastral Surveyor and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 22/10/2024.

Brian Rogers
Authorised Delegate

Date 19/12/2024

TOWN LOCALITY HOPE ISLAND
LOCAL GOVERNMENT GOLD COAST CITY

PLAN OF IDENTIFICATION SURVEY OF

part of Lot 127 on GTP107515

ORIGINAL	Por 2	SCALE	1:200	PLAN NO.	IS328983	FILE REF.	7366/HGJ
MERIDIAN	vide						



IS328983

From: [Compliance](#)
To: [PBC](#)
Subject: FW: Compliance Notice - 2017 The Circle
Date: Wednesday, 19 February 2025 9:05:01 AM
Attachments: [DF 401029 Form 41 - Application Form \(Stage 2\).pdf](#)
[Paved Crossover Kerb \(Ratified PBC 250906\).pdf](#)
[Crossover Kerb \(Ratified PBC 250906\).pdf](#)
[Crossover with barrier kerb \(ratified PBC Jul 08\).pdf](#)
[Crossover with roll-top kerb \(Ratified PBC Jul 08\).pdf](#)
[image001.png](#)

Hi Jodie,

Caitlin and I have had a chat about this one and we think its best if it goes to the PBC for discussion to see how they wish for us to proceed.

Please let me know if you need anything from me.

Kind regards,

Kira Cook

Compliance Officer

Direct 07 5500 3317 | kira.cook@scove.com.au

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

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

Web oursanctuarycove.com.au



BODY CORPORATE
Sanctuary Cove

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

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From: Deb Eales

Sent: Monday, 17 February 2025 7:47 AM

To: Compliance <compliance@scove.com.au>

Cc: gavin; Building Approvals <buildingapprovals@scove.com.au> **Subject:** Re: Compliance Notice - 2017 The Circle

Good Morning Kira and Caitlin,

I hope you both are well.

I have been reading the by-laws that are referenced in the contravention notice issued to us on 6/02/25 and would like to clarify the breach of compliance please.

I am struggling to understand how a purpose made ramp to protect the health and well being of our special needs child and to minimise the damage and wear and tear on our vehicles can be considered under RZABL 4.11 Temporary Buildings - *'outbuildings, tents, shacks, sheds and other temporary buildings or improvements'*. Clearly a driveway ramp, properly fitted is not a temporary building, nor is it an outbuilding, tent, shed or shack. The only word in that excerpt from the by-laws that is significant in relation to our driveway ramp is *'improvement'*. Our special needs son has an open gait with his tongue protruding and we installed this ramp because we were concerned that he was going to bite his tongue which would naturally cause significant distress and possible medical intervention due to the significant physical impact within the vehicle as it crosses onto the driveway over the kerb bump. As per the suggestion in the contravention notice, I have contacted building approvals (see below), and received a document which specifies only 4 possible options for a crossover for our driveway. I don't believe these limited options are specified in the by-laws, if they are can you please direct me to the section which specifically references driveways and the regulations around them. The options provided by building approvals are very costly and our son's NDIS budget would not stretch to cover this despite it being something that assists with his daily life. Are we not able to apply to building approvals for our ramp to be approved for the immediate future until we can explore these costly options further and afford to cut the driveway in properly in long term future?

The ramp serves an important function in the life of our family, caring for someone with a significant disability.

Any advice or assistance you are able to provide is appreciated.

Kind Regards

Deb Eales

Good Morning Deb,

Thank you for your email.

Please see attached Application Form and PBC approved crossover types for properties within Sanctuary Cove (please note that the Crossover with Roll Top Kerb and Channel will provide the smoothest assent into your driveway out of the four available options).

When submitting your application form, please also submit the chosen crossover plan that you wish to proceed with as well as information concerning any material changes or proposed changes to the width of the driveway.

Should you have any further queries, please feel free to contact our office.

Kind Regards,
CAITLIN COOMBRIDGE
Building Approvals Manager

Direct

07 5500 3316 | caitlin.coombridge@scove.com.au

Main

07 5500 3333 | enquiries@scove.com.au

Address

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

Web

stratamax.com.au/Portal/login

SANCTUARY COVE COMMUNITY SERVICES LIMITED

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-----Original Message-----

From: Deb Eales <gsdeales@bigpond.net.au>

Sent: Thursday, 6 February 2025 2:27 PM

To: Building Approvals <buildingapprovals@scove.com.au>

Cc: Gavin <gavin@serco.com.au>

Subject: Application to permanently rectify the driveway crossover - 2017 The Circle

Good Afternoon,

Could you please provide us with an application form or the relevant documentation, so that we can submit an application to have a vehicle ramp approved at our residence.

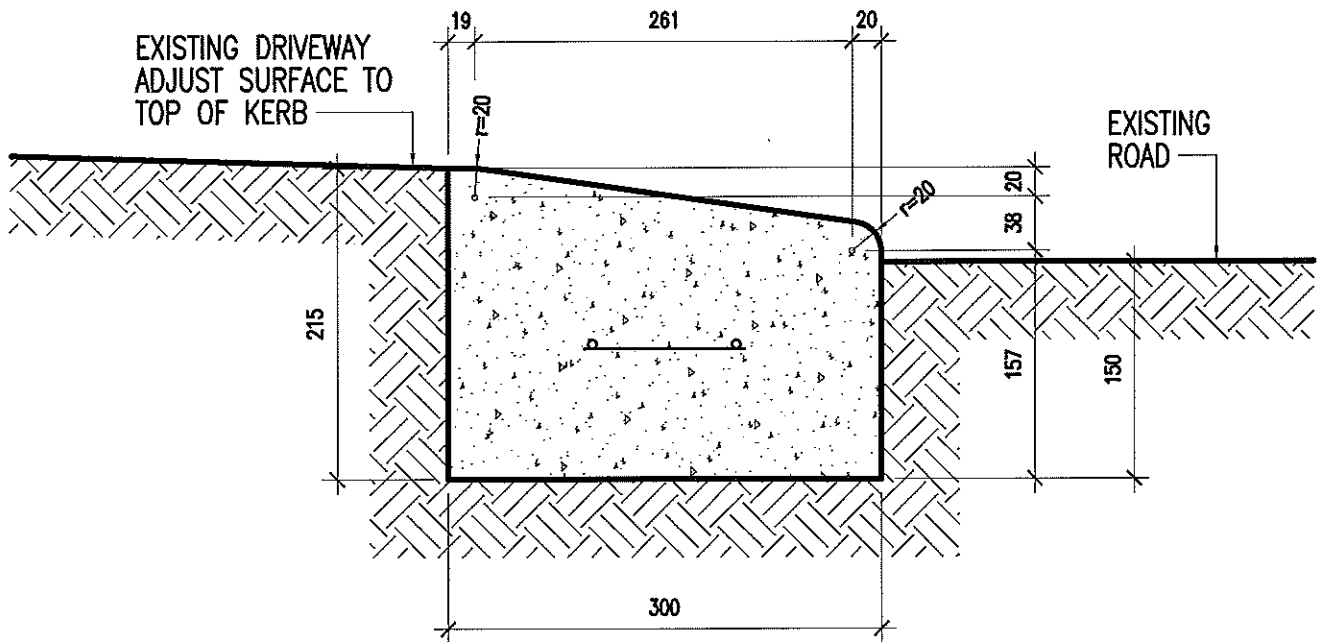
Thank you for your assistance,

Kind Regards

Deb Eales

On 6 Feb 2025, at 1:03 pm, Compliance <compliance@scove.com.au> wrote:

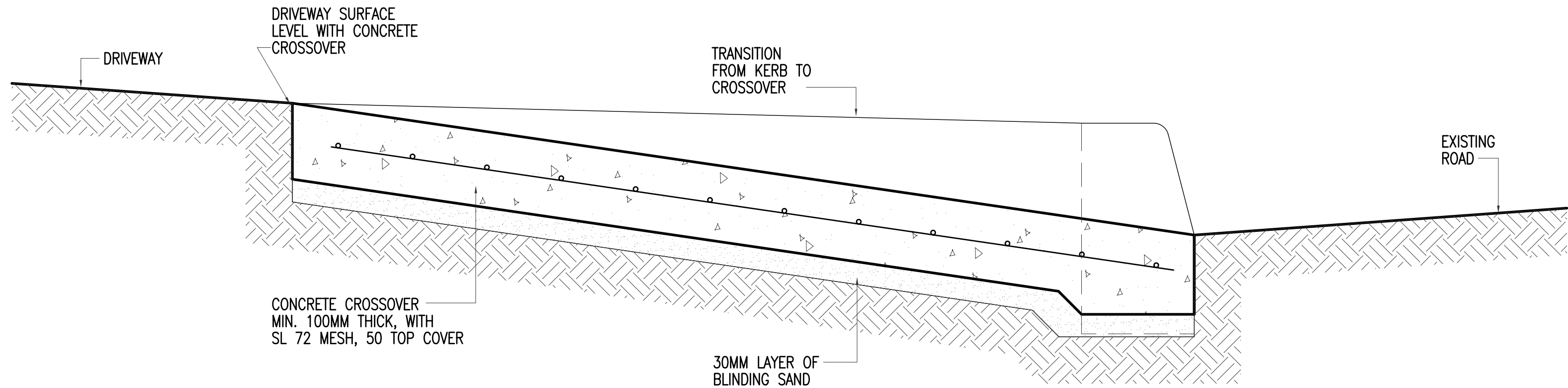
<2017 The Circle - 1st Notice - Temporary Building.pdf>



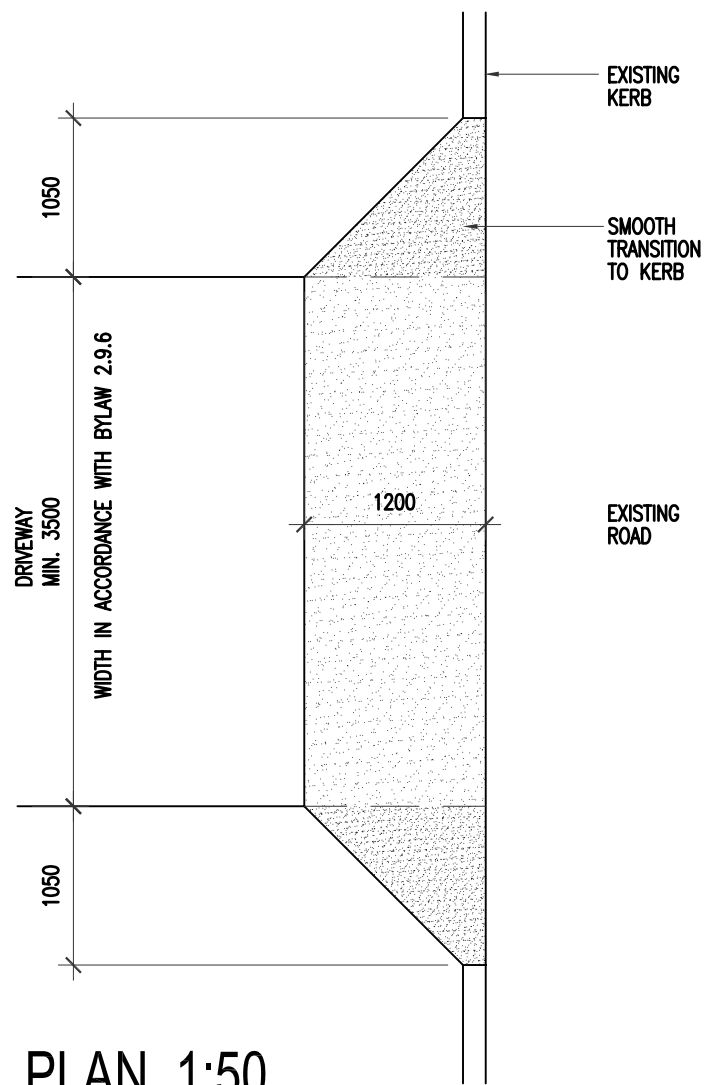
DETAIL 1:5 CROSSOVER KERB

NOTES

1. CONCRETE TO BE COMPACTED AND FINISHED WITH STEEL FLOAT.
2. CONCRETE TO BE GRADE S25. KERB MIX: 7MM OR 10MM AGGREGATE.
3. REINFORCEMENT FOR PRECAST OR IN-SITU KERBS: 2BAR F8TM.
4. KERB SECTIONS TO BE BEDDED ON MIN. 75MM COMPACTED GRAVEL (MIN. CLASS 2) AND APPROVED SUBGRADE SUPPORT FOR VEHICLE LOADING.



CROSS SECTION 1:5



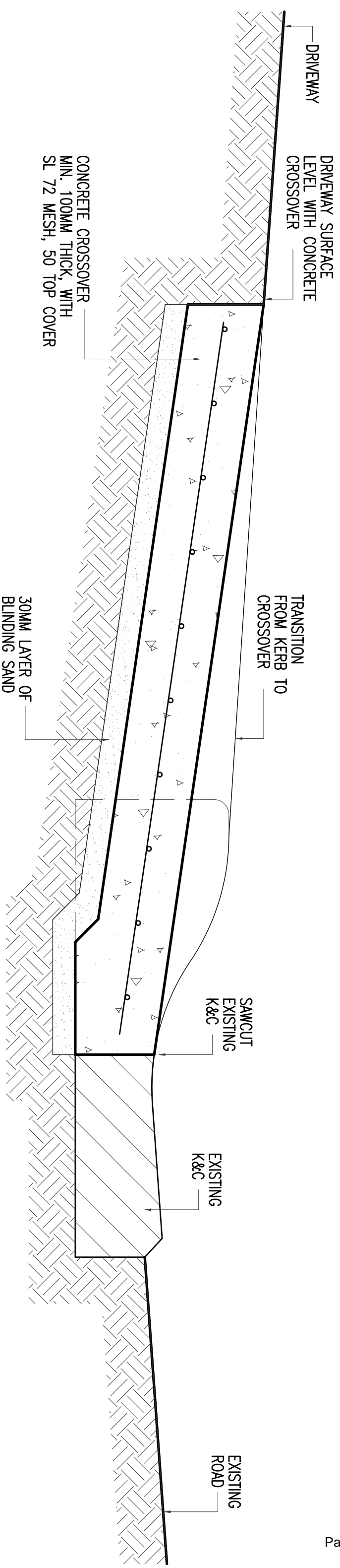
PLAN 1:50

NOTES

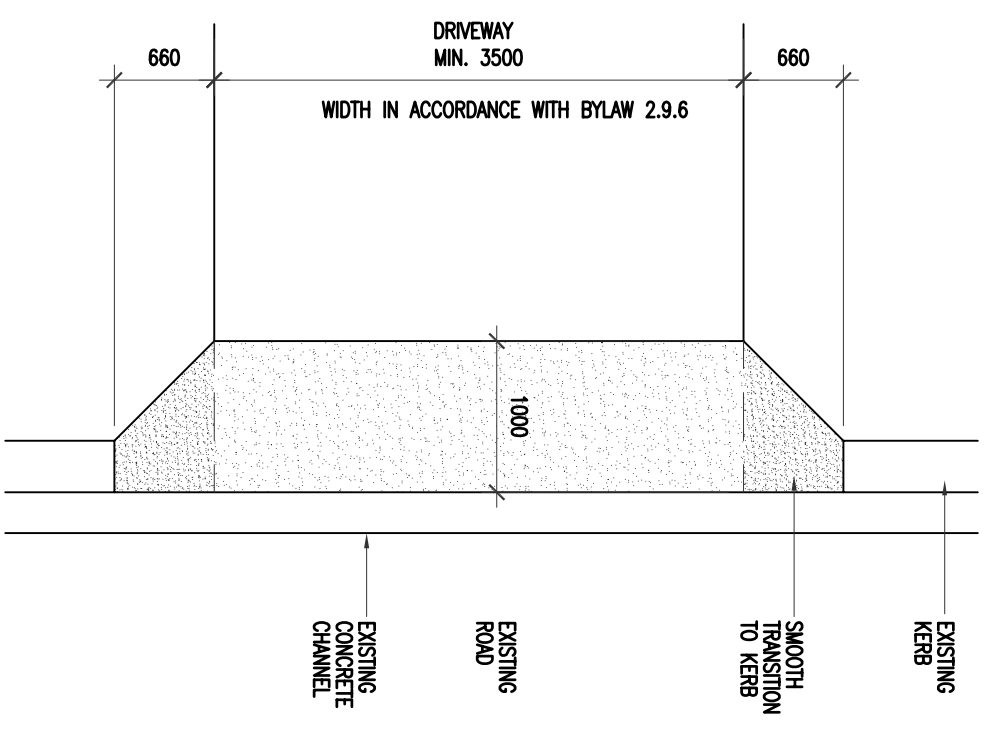
1. CONCRETE TO BE MIN. GRADE N20, ON MAX. 30MM BLINDING LAYER OF SAND.
2. CONCRETE TO BE COMPACTED AND FINISHED WITH STEEL FLOAT.
3. CONCRETE COLOUR TO MATCH EXISTING KERB.
4. JOINTS TO EXISTING KERB AND CHANNEL SECTIONS TO BE MAX. 10MM WIDE AND SEALED WITH WITH A LOW MODULUS SELF PRIMING SEALANT.

CONCRETE CROSSOVER WITH BARRIER KERB

JULY 2008



CROSS SECTION 1:5



PLAN 1:50

NOTES

1. CONCRETE TO BE MIN. GRADE N20, ON MAX. 30MM BLINDING LAYER OF SAND.
2. CONCRETE TO BE COMPACTED AND FINISHED WITH STEEL FLOAT.
3. JOINTS TO EXISTING KERB AND CHANNEL SECTIONS TO BE MAX. 10MM WIDE AND SEALED WITH WITH A LOW MODULUS SELF PRIMING SEALANT.

CONCRETE CROSSOVER WITH ROLL TOP KERB AND CHANNEL

JULY 2008

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:

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.