



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

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

**Notice of business to be dealt with at the
EXTRAORDINARY GENERAL MEETING of the Sanctuary
Cove Primary Thoroughfare Body Corporate 201, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way,
Sanctuary Cove, QLD, 4212 on
Thursday 30 October 2025 at 12:30 PM**

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.

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

Sanctuary Cove Body Corporate Services Pty Ltd, for the Secretary

Reply To PO Box 15, Sanctuary Cove QLD, 4212
--

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

**Notice of business to be dealt with at the
EXTRAORDINARY GENERAL MEETING of the Sanctuary
Cove Primary Thoroughfare Body Corporate 201, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way,
Sanctuary Cove, QLD, 4212 on
Thursday 30 October 2025 at 12:30 PM**

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

AGENDA

1. Attendance record including admittance of proxies and voting papers
2. Quorum
3. Financial status
4. Recording of the meeting
5. Motions
 - 5.1 Approval of Previous General Meeting minutes - 2nd October 2025
 - 5.2 Approval of expenditure and engagement of Secure Access for intercom upgrade
 - 5.3 Approval to enter into Administration Agreement and Facilities Management Agreement
 - 5.4 Agreement to extend Security Services Agreement for 1 year
 - 5.5 Approval of expenditure to Sanctuary Cove Golf and Country Club for the maintenance of the perimeter fence line
 - 5.6 Approval to endorse the proposed 2025/2026 sinking fund projects
 - 5.7 Approval of expenditure and engagement of Weed Blitz for inspection and treatment of the 2 entry lakes
 - 5.8 Sale of vehicles to Sanctuary Cove Community Services Limited

6. Correspondence for Information

For noting of the PBC and the PBC EC - **See PTBC EC**

No	Date	From	To	Regarding

Correspondence for Action

For noting of the PBC and the PBC EC - **See PTBC EC**

No	Date	From	To	Regarding

8. Business Arising

9. General Business

10. Closure of Meeting

11. Next Meeting on 15th December 2025

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 Primary Thoroughfare Body Corporate GTP 201

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

Date and time of meeting: Thursday 30 October 2025 at 12:30 PM

Instructions

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

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

MOTIONS

1	Approval of Previous General Meeting minutes - 2nd October 2025 (Agenda Item 5.1)	Ordinary Resolution
---	--	----------------------------

Submitted by Committee

THAT the Minutes of the PTBC Extraordinary General Meeting held on 2nd October 2025 be accepted as a true and correct record of the proceedings of the meeting.

Yes ☐

No ☐

Abstain ☐

2	Approval of expenditure and engagement of Secure Access for intercom upgrade (Agenda Item 5.2)	Ordinary Resolution
---	---	----------------------------

Submitted by Committee

THAT the PTBC EGM approves the expenditure of \$51,296.57 Inc GST for Secure Access Systems to undertake the upgrade of the security intercom network, Funds are to be allocated from the Sinking Fund – GL Code 224340.

Yes ☐

No ☐

Abstain ☐

3	Approval to enter into Administration Agreement and Facilities Management Agreement (Agenda Item 5.3)	Ordinary Resolution
---	---	---------------------

Submitted by Committee

THAT the PTBC enters into the Administration Agreement and Facilities Management Agreement (the **Agreements**) with Sanctuary Cove Community Services Limited ACN 119 669 332 generally in accordance with the proposed terms circulated with the agenda, to commence on 1 November 2025 for a term of one year. And that any two Executive Committee members are authorised to sign the Agreements on behalf of the PTBC.

Yes	☐
No	☐
Abstain	☐

4	Agreement to extend Security Services Agreement for 1 year (Agenda Item 5.4)	Ordinary Resolution
---	--	---------------------

Submitted by Committee

THAT the PTBC agrees to extend the Security Services – User Agreement (the agreement under which it receives its security services) for a period of 1 year in accordance with the Letter of Extension from Sanctuary Cove Security Services Pty Ltd dated 21st October 2025 and that any two Executive Committee members are authorised to execute the Letter of Extension.

Yes	☐
No	☐
Abstain	☐

Last year the PTBC agreed to extend the terms of the current Security Services – User Agreement for a further period of 1 year to permit Sanctuary Cove Security Services Pty Ltd (SCSS) to review the current arrangement and prepare new terms for consideration by the PTBC. SCSS is not in a position to provide new terms to the PBC for its consideration and requires additional time to properly review and comment on the proposed cost allocation for the PBC (in addition to the other 8 users of security services in the Resort).

5	Approval of expenditure to Sanctuary Cove Golf and Country Club for the maintenance of the perimeter fence line (Agenda Item 5.5)	Ordinary Resolution
---	---	---------------------

Submitted by Committee

THAT the PTBC EGM approves the quotation from the Sanctuary Cove Golf and Country Club for the maintenance of the perimeter fence line for the period 1 November 2025 to 31 October 2026, at a rate of \$1,889 ex GST per service (nine services annually) and authorises the Facilities Manager to proceed with the engagement.

The Golf and Country Club has provided this service in previous years, maintaining vegetation and monitoring the condition of the PTBC perimeter fence. The proposed rate of \$1,889 ex GST per service represents an increase of \$55 per service (approximately 3.0%) from the current rate of \$1,834 ex GST, which remains within a reasonable market range and ensures continuity of service with an established provider.

Yes ☐

No ☐

Abstain ☐

6	Approval to endorse the proposed 2025/2026 sinking fund projects (Agenda Item 5.6)	Ordinary Resolution
---	--	---------------------

Submitted by Committee

THAT the PTBC EGM endorses the proposed 2025/2026 sinking fund projects, as presented, for delivery in the 2025/2026 financial year. This endorsement authorises the Facilities Manager to proceed with planning, scheduling, and delivery of the approved projects.

Each individual project will remain subject to approval in accordance with the relevant PTBC expenditure policy.

Yes ☐

No ☐

Abstain ☐

7	Approval of expenditure and engagement of Weed Blitz for inspection and treatment of the 2 entry lakes (Agenda Item 5.7)	Ordinary Resolution
----------	---	----------------------------

Submitted by Committee

THAT the PTBC EGM authorise the expenditure of \$22,880.00 (incl. GST) for the engagement of Weed Blitz to undertake the proposed works as outlined. Funding is to be allocated from the Sinking Fund - GL Code 12420.

Yes ☐
No ☐
Abstain ☐

8	Sale of vehicles to Sanctuary Cove Community Services Limited (Agenda Item 5.8)	Ordinary Resolution
----------	--	----------------------------

Submitted by Committee

THAT the PTBC agrees to sell its interest in the below eight (8) vehicles to Sanctuary Cove Community Services Limited at the book value as shown in column D (totalling \$70,856.70), with the proceeds from the sale to be returned to the PBC and PTBC proportional to each entity's contribution to the purchase price as shown in column E (PBC: 70% (\$49,599.69) and PTBC 30% (\$21,257.01)).

Yes ☐
No ☐
Abstain ☐

And further, **THAT** the PTBC agrees to enter into the Contract for the Sale of Vehicles generally on the terms set out in the agreement circulated with the agenda, with any two Executive Committee members authorised to sign the agreement on behalf of the PTBC.

	A	B	C	D	E	
				Effective Life 5 Years	Purchase Price Based on Book Value	
	Vehicles	Year	Cost	Book Value*	PBC	PTBC
1	Toyota Hilux 4x2 Workmate Cab Chassis	2025	\$37,070.70	\$37,070.70	\$25,949.49	\$11,121.21
2	Toyota Hilux 4x2 Workmate Cab Chassis	2023	\$39,107	\$23,464	\$16,425	\$7,039
3	Toyota Hilux 4x2 Workmate Cab Chassis	2020	\$23,111	-	-	-
4	Toyota Hilux 4x2 Workmate Cab Chassis	2020	\$20,727	-	-	-
5	Toyota Hilux 4x2 Workmate Cab Chassis	2020	\$23,111	-	-	-
6	Tomberlin (2 seater)	2021	\$13,839	\$2,768	\$1,937	\$830
7	Tomberlin Revenge (4 seater)	2022	\$13,839	\$4,152	\$2,906	\$1,246

8	Tomberlin Revenge (2 seater)	2022	\$11,339	\$3,402	\$2,381	\$1,021
---	------------------------------	------	----------	---------	---------	---------

**This cost includes accessories*

The PBC is the owner of 8 vehicles that it purchased across 2020 – 2025. Of those vehicles:

- five (5) are Toyota Hilux Utes assigned to five (5) members of the Facilities Services Team for the purpose of providing the contracted facilities services; and
- three (3) are buggies used by the Facilities Services Team, the Compliance Officer, the Building Approvals Officer and the Body Corporate Management Team across the Resort.

Although registered as a PBC asset, the PTBC contributed to 30% of the purchase price of each vehicle.

The Board has determined that the vehicles should more appropriately be owned by Sanctuary Cove Community Services Limited (the **Company**) and has offered to purchase the vehicles from the PBC/PTBC at book value.

If the PTBC agrees, it should provide its consent to transfer the vehicles to the Company's name.

A copy of the Contract for the Sale of Vehicles has been circulated with a copy of the agenda

GTP: 201

Lot Number: _____

Unit Number: _____

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

Name of voter: _____

Signature of voter: _____

Date: _____

ATTACHMENTS

- 1. M 1. 20251002 PTBC EGM Minutes**
- 2. M 2. PTBC- Security Intercom Upgrade - Version 3**
- 3. M 2. Eximm Quote Intercoms Q201223**
- 4. M 2. Secure Access Systems Quote_No_4095**
- 5. M 2. SPL Quote_No_60577**
- 6. M 3. Administration Agreement - PTBC (EGM) 2025.10.23**
- 7. M 3. Facilities Management Agreement - PTBC (for EGM) 2025.10.23**
- 8. M 4. Letter to Sanctuary Cove Primary Thoroughfare Body Corporate - Security Services Agreement Extension**
- 9. M 5. SCBCS Quotation 2025-2026**
- 10. M 6. PTBC - Proposed Sinking Fund Projects - 2025-2026**
- 11. M 7. SCCSL DF 502040 - Authorisation for Body Corporate Expenditure - Entrance lake maintenance**
- 12. M 7. Quote for SC Body Corp Lake spraying - Weed Blitz -v2**
- 13. M 8. Transfer of Vehicles Motion (PTBC)**
- 14. M 8. Contract for the Sale of Vehicles**
- 15. Proxy form - BC**
- 16. Information About Proxies**



MINUTES OF EXTRAORDINARY GENERAL MEETING **for Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201**

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

Date and time of meeting: Thursday 2nd October 2025 at 12:30 PM

Meeting time: **12:37pm – 1:04pm**

Chairperson: Mr Stephen Anderson

ATTENDANCE

The following members were Present in Person at the meeting:

Lot 6	Mulpha Sanctuary Cove (Developments) Pty Ltd	Mr Stephen Anderson
Lot 10-02100022	Mulpha Sanctuary Cove Marina Pty Ltd	Mr Stephen Anderson
Lot 24	Mulpha Sanctuary Cove (Developments) Pty Limited	Mr Stephen Anderson
Lot 31	Mulpha Sanctuary Cove Marine Village Pty Ltd	Mr Stephen Anderson
Lot 32	Mulpha Sanctuary Cove Marine Village Pty Ltd	Mr Stephen Anderson
Lot 34	Mulpha Sanctuary Cove Marina Pty Ltd	Mr Stephen Anderson
Lot 38	Mulpha Sanctuary Cove Marine Village Pty Ltd	Mr Stephen Anderson
Lot 40	Mulpha Sanctuary Cove Hotel Investments Pty Limited	Mr Stephen Anderson
Lot 1	Sanctuary Cove Golf & Country Club Holdings Limited	Mr Paul Sanders
Lot 16	Sanctuary Cove Golf & Country Club Holdings Limited	Mr Paul Sanders
Lot 20	Sanctuary Cove Golf & Country Club Holdings Limited	Mr Paul Sanders
Lot 51	Sanctuary Cove Golf & Country Club Holdings Limited	Mr Paul Sanders
Lot 52-02100019	Sanctuary Cove Golf & Country Club Holdings Limited	Mr Paul Sanders
Lot 52-02100026	Sanctuary Cove Golf & Country Club Holdings Limited	Mr Paul Sanders
Lot 53	Sanctuary Cove Golf & Country Club Holdings Limited	Mr Paul Sanders
Lot 54	Sanctuary Cove Golf & Country Club Holdings Limited	Mr Paul Sanders
Lot 278	Body Corporate for Sanctuary Cove Principal Body Corporate	Mr Stuart Shakespeare

The following members present by Voting Paper and In Person:

Lots 1,16,20,51,52,52,53,54 Sanctuary Cove Golf and Country Club Mr Paul Sanders

The following members present by Voting Paper:

The following members were present by Proxy:

Lot 10-02100015 Mulpha Sanctuary Cove (Developments) Pty Limited Barry Teeling to Stephen Anderson

Lot 58 Mulpha Sanctuary Cove (Developments) Pty Limited Barry Teeling to Stephen Anderson

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

Present by Invitation:

Mrs Jodie Syrett – Manager of Body Corporate (MBC - Minute Taker)

Mrs Cassie McAuliffe – General Manager (GM)

Apologies:

Mr Barry Teeling

The following members were not financial for the meeting: Nil

A Quorum was present

Nil Conflict of Interest

The Meeting wasn't recorded.

Motions

1	Approval of previous PTBC EGM minutes - 28th August 2025 (Agenda Item 5.1)	Ordinary Resolution
----------	---	----------------------------

Statutory Motion Submitted by Committee

CARRIED

RESOLVED that the Minutes of the PTBC Extraordinary General Meeting held on 28th August 2025 be accepted as a true and correct record of the proceedings of the meeting.

Yes	19
No	0
Abstain	0

NOTE: It was noted that the fence cloth damage at Sickie Avenue remains unrepaired since the previous meeting. In addition, the paving adjacent to the roadhouse entrance to the village requires maintenance.

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Lot 1 SCGCC (PS)	X			Lot 34 MSCD Marina (SA)	X		
Lot 6 MSCD Invmts (SA)	X			Lot 38 MSCD Village (SA)	X		
Lot 10 MSCD Dvlpts (BT)	X			Lot 40 MSCD Hotel (SA)	X		
Lot 10 MSCD Marina (SA)	X			Lot 51 SCGCC (PS)	X		
Lot 16 SCGCC (PS)	X			Lot 52 SCGCC (PS)	X		
Lot 20 SCGCC (PS)	X			Lot 52 SCGCC (PS)	X		
Lot 22 RECC				Lot 53 SCGCC (PS)	X		
Lot 24 MSCD Dvlpmnts (SA)	X			Lot 54 SCGCC (PS)	X		
Lot 31 MSCD Village (SA)	X			Lot 58 MSCD Dvlpts (BT)	X		
Lot 32 MSCD Village (SA)	X			Lot 278 PBC (SS)	X		

Submitted by Committee

CARRIED

RESOLVED that the PTBC EGM approves the expenditure of \$345,881.80 Inc. GST plus a 10% contingency of \$34,588.18 Inc. GST, for TEW to undertake the remaining works as detailed within the Scope of Works for the Class A Project. Funds are to be allocated from Sinking Fund – GL 222601 (Irrigation Control). Costs are to be apportioned as follows:

- **PTBC:** 30% – \$103,764.54 (incl. GST)
- **PBC:** 70% – \$242,117.26 (incl. GST)

Yes	19
No	0
Abstain	0

Furthermore, **RESOLVED** that the PBC EGM approves a reduction in the required number of quotes from three (3) to one (1), recognising TEW’s extensive knowledge of the project, their detailed analysis of the remaining scope, and their unique capability to deliver the works efficiently, mitigate risk, and ensure timely completion ahead of the holiday shutdown.

RESOLVED that the PTBC EGM approves the expenditure of \$17,614.85 Inc. GST for Smartstone to construct a retaining wall and reprofile the land within Cassia Park. Funds are to be allocated from Sinking Fund – GL 222601 (Irrigation Control). Costs are to be apportioned as follows:

- **PTBC:** 30% – \$ 5,284.45 (incl. GST)
- **PBC:** 70% – \$12,330.40 (incl. GST)

Furthermore, **RESOLVED** that the PBC EGM approves a reduction in the required number of quotes from two (2) to one (1), acknowledging the nature of the works, the need for timely completion, and the nominated contractor’s ability to deliver the works efficiently with minimal disruption.

RESOLVED that the PTBC EGM approves the expenditure of \$4,780.88 Inc. GST for Plant Management Company to undertake turf reinstatement within Cassia Park. Funds are to be allocated from Sinking Fund – GL 222601 (Irrigation Control). Costs are to be apportioned as follows:

- **PTBC:** 30% – \$ 1,434.26 (incl. GST)
- **PBC:** 70% – \$ 3,346.62 (incl. GST)

RESOLVED that the PTBC EGM approves the expenditure of \$3,960.00 Inc. GST for KBHI to install roof capping on the Entry Bunker. Funds are to be allocated from Sinking Fund – GL 222601 (Irrigation Control). Costs are to be apportioned as follows:

- **PTBC:** 30% – \$ 1,188.00 (incl. GST)
- **PBC:** 70% – \$ 2,772.00 (incl. GST)

RESOLVED that the PTBC EGM approves the expenditure of \$6,050.00 Inc. GST for Wavetime Constructions to supply and install a flattop fence to bunker located on Caseys Rd. Funds are to be allocated from Sinking Fund – GL 222601 (Irrigation Control). Costs are to be apportioned as follows:

- **PTBC:** 30% – \$ 1,815.00 (incl. GST)
- **PBC:** 70% – \$ 4,235.00 (incl. GST)

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Lot 1 SCGCC (PS)	X			Lot 34 MSCD Marina (SA)	X		
Lot 6 MSCD Invmts (SA)	X			Lot 38 MSCD Village (SA)	X		
Lot 10 MSCD Dvlpts (BT)	X			Lot 40 MSCD Hotel (SA)	X		
Lot 10 MSCD Marina (SA)	X			Lot 51 SCGCC (PS)	X		
Lot 16 SCGCC (PS)	X			Lot 52 SCGCC (PS)	X		
Lot 20 SCGCC (PS)	X			Lot 52 SCGCC (PS)	X		
Lot 22 RECC				Lot 53 SCGCC (PS)	X		
Lot 24 MSCD Dvlpmnts (SA)	X			Lot 54 SCGCC (PS)	X		
Lot 31 MSCD Village (SA)	X			Lot 58 MSCD Dvlpts (BT)	X		
Lot 32 MSCD Village (SA)	X			Lot 278 PBC (SS)	X		

3 Approval to replace six security fence panels - The Pines Entry Gate on Edgecliff Drive (Agenda Item 5.3) Ordinary Resolution

Submitted by Committee

CARRIED

RESOLVED that the PTBC EGM authorise the expenditure of \$8,140.00 (incl. GST) for the engagement of Firm Finish to undertake the proposed works as outlined. Funding is to be allocated from the Sinking Fund - GL Code 224991

Yes	19
No	0
Abstain	0

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Lot 1 SCGCC (PS)	X			Lot 34 MSCD Marina (SA)	X		
Lot 6 MSCD Invmts (SA)	X			Lot 38 MSCD Village (SA)	X		
Lot 10 MSCD Dvlpts (BT)	X			Lot 40 MSCD Hotel (SA)	X		
Lot 10 MSCD Marina (SA)	X			Lot 51 SCGCC (PS)	X		
Lot 16 SCGCC (PS)	X			Lot 52 SCGCC (PS)	X		
Lot 20 SCGCC (PS)	X			Lot 52 SCGCC (PS)	X		
Lot 22 RECC				Lot 53 SCGCC (PS)	X		
Lot 24 MSCD Dvlpmnts (SA)	X			Lot 54 SCGCC (PS)	X		
Lot 31 MSCD Village (SA)	X			Lot 58 MSCD Dvlpts (BT)	X		
Lot 32 MSCD Village (SA)	X			Lot 278 PBC (SS)	X		

8. Business Arising:

8.1 Legal advice from CBP regarding Administration & Facilities Agreement:

- The PTBC has no objections to the legal advice provided.
- **Action:** Jodie (Manager BC) to notify Matt at Colin Biggers & Paisley and request that copies be forwarded to Brogan (In-House Counsel).

8.2 Flying Fox relocation with Biodiversity:

- It was noted that the flying fox population is increasing rapidly, resulting in noise and odour issues.
- **Action:** Shanyn (Facilities Manager) to obtain additional contractor quotations and liaise with the State Government regarding potential removal.

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

MEETING CLOSED at 01:04 PM

Chairperson: Mr Stephen Anderson X.....



SECURITY - INTERCOM UPGRADE

DISTRIBUTION: PTBC	ATTACHMENTS: 3	DATE: October 2025
MOTION That the PTBC EGM approves the expenditure of \$51,296.57 Inc GST for Secure Access Systems to undertake the upgrade of the security intercom network, Funds are to be allocated from the Sinking Fund – GL Code 224340.		

Objective

Is to replace the existing Stenofon intercom system with a new Jacques system to improve communication reliability, security operations, and audio quality across the Residential Gates and Security Roundhouse.

Background

The existing Stenofon intercom system is nearing end-of-life and is no longer considered fit for purpose within a modern security environment. Operational challenges are becoming increasingly evident, with fixed call routing at residential gates leading to access delays and queues, impacting the end users. The system is required to manage over 900 daily access requests, which places significant pressure on staff resources, reduces operational efficiency. This increased call handling time also limits staff capacity to monitor CCTV and respond to phone enquiries, creating potential gaps in security coverage.

Additionally, the use of two desktop intercom units results in excessive noise levels that exceed acceptable workplace standards, affecting the Control Room working environment. The existing online call recording platform has also proven unreliable, with repeated server rebuilds leading to periods where calls were not captured, severely limiting the ability to verify visitor or vehicle access after the fact. Together, these issues highlight the need for a modern, reliable, and scalable intercom solution to support security operations and enhance overall service delivery.

Current System Limitations

- **Cumbersome Login/Logout** - Operators must log in and out to dial gates, with frequent failures or timeouts.
- **Button Durability** - Desktop push buttons wear out faster than the previous system, increasing maintenance costs.
- **Fixed Call Routing** - Calls follow a set sequence to specific desktop units, preventing manual gate selection and limiting queue management.
- **Inconsistent Audio** - Volume levels vary between gates, requiring constant adjustment by operators.
- **Inadequate Headset Support** - No built-in headset; retrofitted corded and Bluetooth options are unclear, and unreliable.
- **CCTV Integration** - No seamless switching between CCTV views during calls; operators rely on a single display with multiple feeds.
- **Unreliable Call Recording** - The FreePBX system used for recording caused two sitewide failures requiring server rebuilds and was subsequently abandoned.

Benefits of the Jacques Intercom System & Total Recall Solution

Upgrading to the Jacques intercom system will provide significant improvements, including:



SECURITY - INTERCOM UPGRADE

- **Enhanced Reliability** - Capable of managing 900+ average calls per weekday with stable performance.
- **Improved Call Handling** - Programmed to eliminate fixed call routing, allowing operators direct dial access to gates on demand.
- **Operational Flexibility** - Better equipped to handle repeat access requests during peak periods without delays.
- **Integrated Headset Solution** - Multi USB-A connectivity; USB headsets will reduce open speaker noise levels, improving operator comfort and communication clarity.
- **CCTV Integration** - Automatic switching to the relevant CCTV view upon answering calls.
- **Improved Hardware Durability** – Gate intercom microphones feature Water Plus rating for better water dispersion and durability.
- **Independent Recording** – Total Recall intercom calls will be recorded to Blu-Ray Disc onsite and staff will have direct access to review calls on demand without the online risk linked to previous server failure.

It is proposed that the upgrade will include installation of a new intercom server, desktop master station, IP cell intercom stations, and a Total Recall hardware solution for audio recording. High-quality operator headsets and earpiece covers will also be purchased to ensure clear, consistent communication within the Control Room

Scope of works

- Supply and install TCH-2MXH VoIP JCCP Controller (Server)
- Install DAR-650 Software Module (Base)
- Provide and configure IPM-4360 IP Master Stations – 3 desktop units
- Supply and install VSL-451Q IP Cell Intercom Stations – 21 units with intercom mounts
- Supply SWE-4SS Surface Mount Backboxes – 21 stainless steel units
- Provide and activate Licenses for IP Endpoints – 21 intercoms + 3 desktop units
- Install and configure 650HLI Software for Avigilon – for operator video switching and audio recording
- Supply and configure Total Recall Hardware – LinX Essence Unit with 10 VoIP channels and external Blu-Ray drive
- Provide Labour – Technician project hours for full installation, configuration, and commissioning.

Pricing

Company Name	Quote Amount (ex GST)	Notes (if applicable)
Secure Access Systems (SAS)	\$ 69,949.88	<i>Future annual costs associated with the Jacques intercom system licence are estimated at \$3,700. These costs will be apportioned based on unit allocation.</i>
SPL	\$ 82,549.95	
Eximm	\$ 99,345.00	

Recommended Contractor:

It is recommended that the PBC approve the quotation submitted by Secure Access Systems (SAS) for the intercom and audio upgrade. SAS has provided the most competitive and comprehensive



SECURITY - INTERCOM UPGRADE

proposal, offering a solution that aligns with the operational requirements of Sanctuary Cove and minimises risk to the project.

SAS is the incumbent provider for CCTV and Access Control across the estate and has a proven history of successful delivery and ongoing support. Their in-depth knowledge of site infrastructure ensures seamless integration with existing systems, reducing the likelihood of compatibility issues or operational disruption.

Based on SAS undertaking the works

Unit Cost:

\$3,330.95 per intercom

Body Corporate	No. of Intercoms	Total Cost (ex. GST)
PBC	7	\$23,316.63
PTBC	14	\$46,633.25
Total	21	\$69,949.88

Attachments

1. Secure Access Systems Quote
2. SPL Quote
3. Eximm Quote

**EXIMM TECHNICAL****ADDRESS** 12/7-9 Activity Cres, Molendinar, QLD, 4214**PHONE** 07 5531 2799**EMAIL** sales.admin@eximm.com**ABN** 14 122 464 781**QLD Sec. Licence** 3630735 **NSW Sec. Licence** 100719**eximm**

BUILD . SECURE . MAINTAIN

**Quote: 201223 v1****Dated: 2 September 2025****Name:** Mike Telea**Site:** Sanctuary Cove**Email:** mike.telea@scove.com.au**Phone:** 07 5500 3360**INTERCOM SYSTEM UPGRADE PROPOSAL**

Thank you for considering Eximm Technical for your security needs. We appreciate the opportunity to provide you with a detailed quotation based on our understanding of your current and future requirements. Our pricing is designed to be competitive while ensuring the highest standards of reliability and ongoing quality service.

- **20 Jacques Entry Stations** for secure and efficient visitor access control across your site
- **3 Jacques Master Stations** for centralized communication and management
- **Software Installation** at the **Security Roundhouse** to streamline operations
- **Integration with your existing Avigilon CCTV System** to enhance situational awareness and security response

Please note that this quotation has been prepared based on information provided to us via email and **without a physical site inspection**. Should you wish to proceed, we strongly recommend conducting a **detailed site visit prior to any works being undertaken**. This will ensure all aspects of the installation are accurately assessed and aligned with your operational requirements.

Please review the items listed in the following pages. If you have any questions or need further assistance, feel free to contact me directly. We look forward to the possibility of working with you and delivering a solution that meets your security and communication goals.

Continued over...

Kind Regards,
DAMIAN ANSPACH
Project Estimator & Sales

MOBILE 0413 740 782
PHONE 0755 920 433
EMAIL securityestimator@eximm.com
ADDRESS 11/19 Expo Court, Southport QLD, 4215
PO Box 1014, Ashmore City QLD, 4214

eximm
BUILD . SECURE . MAINTAIN

PRINT: _____ SIGN: _____ DATE: _____

**EXIMM TECHNICAL****ADDRESS** 12/7-9 Activity Cres, Molendinar, QLD, 4214**PHONE** 07 5531 2799**EMAIL** sales.admin@eximm.com**ABN** 14 122 464 781**QLD Sec. Licence** 3630735 **NSW Sec. Licence** 100719**eximm**

BUILD . SECURE . MAINTAIN

**UPGRADE INTERCOM SYSTEM****HEADEND**

- | | |
|---|---|
| 1 | Jacq TCH-2MXH VoIP JCCP Ctrlr, Medium, HDD, JCCP Software included. |
| 1 | Jacq 650 HLI with Avigilon Control Center |

AUDIO DOOR/ENTRANCE STATIONS

- | | |
|----|--|
| 20 | Jacq VSL-451Q IP Cell Intercom Station, 5 series panel, 1 button piezo, anti-ligature 1.6mm speaker holes, IEEE 802.3af PoE, 316ss 2mm, 4th generation |
| 20 | Jacq SWE-6 Surface Mount Backbox suits 5 series panel type VSL-x5xx, powder coated |
| 20 | Installation |
| 20 | Setup to network and configure to headend |

MASTER STATIONS

- | | |
|---|---|
| 3 | Jacq IPM-4360 IP Master Station, audio.Base Model. IEEE 802.3af PoE, 4th generation. Add gooseneck mic (MIC065) &/or handset (JHS-4000) |
| 3 | Setup to network and configure to headend |

RECORDING PACKAGE

- | | |
|---|--|
| 1 | Jacq DAR-650 Software Module (base) |
| 1 | Jacq TCH-2MXH-REC VoIP audio recorder unit with 10 channels. Expand recording capability with additional licenses. |

LICENSE & CONFIGURATION

- | | |
|----|---|
| 23 | License for adding IP endpoint onto Jacques system (per endpoint) |
|----|---|

COMMISSIONING

- | | |
|---|---------------------------------|
| 2 | Training |
| 1 | Design & Build at office |
| 1 | As installed drawings & Manuals |
| 1 | Testing & Commissioning |

NOTES The upgrade of each station will be coordinated with Sanctuary Cove Security as during this time the gate will need to be opened and manned by a security guard. No allowance has been made for security guard costs.

Assistance maybe required by the Avigilon and Gallagher installers to setup integration with the Jacques intercom system.

Based on connecting to existing PoE Network provided and configured BY OTHERS.

IP addressing for all devices to be provided prior to upgrade for pre-programming of all devices.

No allowance for any additional cabling. We have assumed all existing cabling meets PoE specifications and is in good serviceable condition.

Total ex GST	\$99,345.00
GST	\$9,934.50
TOTAL inc. GST	\$109,279.50

OPTION - GALLAGHER INTEGRATION

- | | |
|---|--------------------------------|
| 1 | Jacq 650 HLI s/w for Gallagher |
|---|--------------------------------|

Total ex GST	\$7,685.00
GST	\$768.50
TOTAL inc. GST	\$8,453.50

**EXIMM TECHNICAL****ADDRESS** 12/7-9 Activity Cres, Molendinar, QLD, 4214**PHONE** 07 5531 2799**EMAIL** sales.admin@eximm.com**ABN** 14 122 464 781**QLD Sec. Licence** 3630735 **NSW Sec. Licence** 100719**eximm**

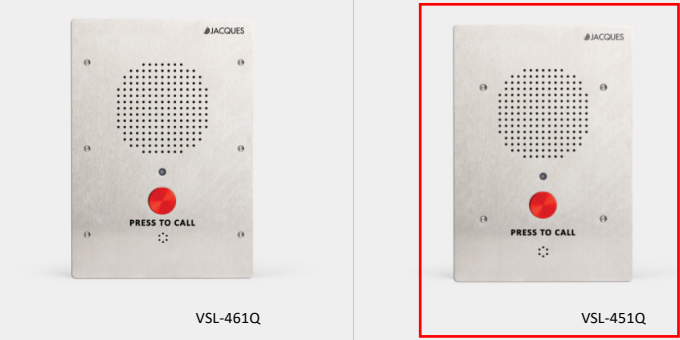
BUILD . SECURE . MAINTAIN

**Quotation Exclusions and Conditions –**

- **Payment terms:** 30% deposit, 30% on commencement of works, 30% on practical completion, 10% after final handover.
- Quote valid for 30 days from the above date.
- Price is based on work being conducted during normal business hours.
- Clear access to all areas will be required on agreed date of installation.
- No allowances have been made for returning to site for job completion if all access is not available on the nominated days of installation.
- No allowance has been made for patching or painting.
- The above proposal is based on using existing cabling.
- Eximm Warranty is 12-months on all parts and labour from time of installation.
- Warranty hours are 7:30am to 4pm Monday to Friday (excluding public holidays) and any request for service outside these hours will be charged at the then current after hours rates.
- Manufacturer's warranty after the Twelve (12) months offered by Eximm is offered on a return to store basis and does not include any labour to remove, replace or repair any items whatsoever;
- Any equipment that has failed or become faulty due to misuse, vandalism, power surges or acts of God is excluded from the warranty offered;
- The warranty does not cover incorrect use of the equipment or work undertaken by a person other than an Eximm technician;
- The Warranty does not cover resetting of apps and/or passwords on new devices – this a chargeable service call;
- Eximm reserve the right to have the first opportunity to rectify any damage to property or faulty security equipment, within a reasonable timeframe;
- All equipment shall remain the property of Eximm until such time as the total invoice amount shown on the invoice is paid in full;
- Should any accounts remain in arrears and should these arrears then be handed to a debt collection agency, the client named on the invoice shall be liable for any additional costs that may arise from the collection of these arrears;
- Warranty periods begin at time of installation unless otherwise stated.

INTERCOM TERMINAL

VSL-451Q | 52245 VSL-461Q | 52247



Features

- 4th generation IP audio intercom terminal
- Powered via IEEE 802.3af PoE
- Edge processing for intelligent data transmission
- Bi-directional audio transmission with echo cancellation capabilities
- Single call button
- Tamper detection and attempted device removal notification
- Automated testing of speaker and microphone
- Anti-ligature speaker design to prevent self harm in security environments
- Water and vandal resistant

Specifications

Audio Characteristics

Speaker	1 x 4 Ω
Speaker Amplifier	2.5 W, 72 Hz – 15.4 kHz (output circuit frequency response -3 dB)
Max. Acoustic Output	87 dBSPL ± 3 dB @ 1 m (3.28 ft), 0 dBFS 1 kHz (non-clipped) sine wave signal
Speaker Hole Size	193 holes x 1.6 mm (0.05 in) diameter, anti-ligature design
Microphone	Digital MEMS Microphone
Microphone Hole Size	6 holes x 1.6 mm (0.06 in) diameter Equi-spaced on 6 mm (0.24 in) PCD
Digital MEMS Mic Sensitivity	-26 dB ±1 dB @ 94 dB SPL
Digital MEMS Mic Frequency response (-3dB)	100 Hz - 10 kHz
Audio Codecs	Opus, G.711 A-law, G.711 μ-law , G.722, Jacques PCM
Control Buttons	1 x piezo switch 19 mm (0.75 in)
Auxiliary Functions	Tamper detection and attempted device removal notification Automated testing of speaker and microphone (ATSM)

General

Power Input	IEEE 802.3af Class 0 Power over Ethernet (PoE) (cannot be locally powered) (44 – 57) V d.c. from PSE
Power Consumption	12 W max. (2.9 W standby)
Operating Temperature	-20 - 70°C (-4 - 158)°F
Storage Temperature	-40°C to 85°C (-40°F to 185 °F)
Operating Humidity	(10 – 95) % non-condensing
Dimensions (WxHxD)	125 mm x 180 mm x 48 mm (4.92 in x 7.09 in x 1.89 in), 60 mm (2.36 in) min. mounting depth
Weight	0.65 kg (1.43lb)
Material, Finish	316 stainless steel (2 mm / 0.08 in), Linish
Environment	Indoor and outdoor
Mounting Options	Flush mount backbox FWE-14 (VSL-451Q) Surface mount backbox SWE-6/SWE-4SS (VSL-451Q) Surface mount backbox SWE-15SS (VSL-461Q) Rainhood SRH-1 (VSL-451Q) Rainhood SRH-15 (VSL-461Q)
Mounting Holes, Fixings	4 holes x 5.00 mm (0.20 in) diameter, M4 security torx screws (VSL-451Q) 6 holes x 5.00 mm (0.20 in) diameter, M4 security torx screws (VSL-461Q)

External Connections

Ethernet/Power	1 x RJ-45 port for Ethernet data (10/100/1000 Mbit/s) and PoE
Diagnostic port	1 x Diagnostic Interface (USB 2.0 OTG via Micro AB connector)
Cabling	4 pair UTP CAT-5E/6/6A, Size 23/24 AWG, 100 m (328 ft) max.
IP/IK rating	IP rating: IP66 (as per AS/NZS/EN 60529) IK rating: IK10 (as per EN62262)

Compliance



Optional accessories

JEX-4001	Multi-function Expansion Module
JCE-4000	Jacques Cable Extender Module



Features

- 4th generation IP master station for intercom call and PA handling
- Powered via IEEE 802.3af PoE or external power supply
- Supports up to 1 Gb/s Ethernet network connection
- Built in digital microphone
- Large LCD display with backlit display for reliable viewing in dark conditions
- 4 USB 2.0 ports for Jacques compatible accessories
- Supports attachment of USB handset (JHS-4000), USB headset* and gooseneck microphone

Specifications

Audio Characteristics

Speaker	4 Ω, dual
Speaker Amplifier	2.5 W, 72 Hz – 15.4 kHz (output circuit frequency response -3 dB)
Max. Acoustic Output	88 dB SPL ± 3 dB @ 1 m (3.28 ft), 0 dBFS 1 kHz (non-clipped) sine wave signal
Microphone	Digital MEMS Microphone, Omnidirectional
	Gooseneck Microphone, Unidirectional
Digital MEMS Mic Sensitivity	-26 dB ±1 dB @ 94 dB SPL
Digital MEMS Mic Frequency response (-3dB)	100 Hz -10 kHz
Gooseneck Mic Sensitivity	-70dB ±1 dB @ 1kHz
Gooseneck Mic frequency response (-3dB)	50 Hz - 15.9kHz
Audio Codecs	Opus, G.711 A-law, G.711 μ-law , G.722, Jacques PCM

General

Power Input	IEEE 802.3at PoE Class 4, IEEE 802.3af PoE Class 0** or 12 V d.c., 3A
Power Consumption	25.5 W max, (3.6 W standby)
Display	2 x 16 characters LCD, blue background with white text
Keypad	Metal, Vandal Resistant, Alphanumeric
PTT Switch (operating life)	2,000,000 cycles
Operating Temperature	0°C to 50°C (32°F to 122°F)
Storage Temperature	-20°C to 70°C (-4°F to 158°F)
Operating Humidity	(10 – 95) % non-condensing
Dimensions (WxHxD)	193 mm x 236 mm x 103 mm (7.60 in x 9.29 in x 4.06 in)
Weight	2.1 kg (4.63 lb)
Material	1 mm satin chrome plated steel (Top Cover)
	1 mm powder coated steel (Enclosure)
	ABS (Trim moulding)
Environment	Indoor
Mounting Options	Desktop use

Network

Interface Media	10/100/1000 BASE-T
-----------------	--------------------

Quality of Service	DiffServ
Protocols Supported	TCP/IP, UDP, DHCP, RTP, RTCP, JCCP

External Connections

DC IN	2.1 mm female DC power line connector
LAN + PoE	1 x RJ45 port for Ethernet data and PoE
USB	4 x USB 2.0 (Type A), 500mA max. output on each port

Cabling

LAN + PoE	4 pair UTP CAT-5E/6/6A, Size 23/24 AWG, 100 m (328 ft) max. T568A wiring scheme
-----------	---

Compliance



Optional accessories

MIC065	Flexible gooseneck microphone
JHS-4000	Handset, USB powered

* Jacques compatible devices

** When an IEEE 802.3af PoE switch or injector is used, reduced power is available for USB attached accessories

Page 23

jacques.com.au

Overview

The Jacques to Avigilon High Level Interface (HLI) allows the Jacques Integrated Communication system (650 series) to integrate into the Avigilon Control Center™ software. This integration allows alarms in the Avigilon Control Center software to be triggered whenever an intercom event is activated in the Jacques System, and to record audio communication from the Jacques system with video from a camera connected to the Avigilon system. The integration enables tags associated with Jacques intercom devices to be linked to specific Avigilon alarm actions and be recorded with the associated video.

Functionality

Relays & Events

The below listed intercom functionality is available in the Avigilon system

Trigger alarm - intercom event

Trigger alarm - activated intercom associated 3rd party CCTV along with audio from intercom

Trigger alarm - activated intercom associated 3rd party CCTV

Diagnostics & Reporting

Alarms and alerts logging

Events logging

Alarm Management

Automatically control objects (relays, PTZ cameras, etc) based on events from Jacques

Automatically control compatible 3rd party systems (e.g. CCTV) based on events from Jacques

Recording

Records 3rd party CCTV in conjunction with intercom audio

Export recordings

Versions

Avigilon Control Center V6.6 or later

Jacques IP Communication System including Jccpsvr, DAR and SIP software module V7.84 or above

Developer

Avigilon Corporation

Overview

The Jacques to Gallagher High Level Interface (HLI) allows the Jacques Integrated Communication System (650 series) to integrate into Gallagher Command Centre. The High Level Interface has provided integration of intercom systems, their functionality, related alarms and events all supported through Gallagher Command Centre graphical user interface, including display of video feed from Jacques video intercom devices. The HLI also allows for the forwarding of calls to other intercom units, placing calls on hold, ending calls and initiating calls.

Functionality

Intercom Functions

The below listed intercom functionality is available in the Gallagher system

- Make intercom calls
- Receive intercom calls
- Terminate intercom calls
- Forward intercom calls
- Place intercom calls on hold
- Pending intercom call notification (call queue)
- Remote or isolate intercoms

Relays & Events

- Activate door/gate relay

Diagnostics & Reporting

- Monitor endpoint status changes (online/offline/alarm)
- Site specific information distribution

Graphical Maps

- Display Jacques Intercoms on graphical maps
- Dynamically change the display of Jacques intercoms based on their current status
- Control Jacques intercoms from graphical maps

Versions

Jacques IP Communication System V4.64 and above
Gallagher Command Center vEL7.10.1318 (or later vEL7.10 release)

Developer

Gallagher



CUSTOMER QUOTATION NO. 4095

Sanctuary Cove Primary G.T.P 201
C/- Sanctuary Cove Primary B/C
Sanctuary Cove QLD 4212

Site: Sanctuary Cove Primary G.T.P 201
Site Contact:
Site Phone:
Valid Until: 23/10/2025

Description

Supply & installation of Jacques audio only intercom system to 20 gates with the following inclusions;

- 21x Gate Stations
- 3x Master Stations
- Jacques System Controller
- Allowance to modify existing Intercom Mounts as required
- Remove exit intercom from Pines Pedestrian and replace with REX.
- Call recording via Total Recall Hardware Solution
- Avigilon CCTV Switching HLI & Configuration. Note - We believe there is currently one PC driving both monitors, SC will need to organise a separate PC for each workstation.

Jacques advise 3-4 week lead time from order then 2 weeks for installation.

Part #	Item	Quantity	Unit Price	Total
51660	Jacq TCH-2MXH VoIP JCCP Ctrlr, Medium, HDD, JCCP Software included.	1.00	\$4,571.88	\$4,571.88
SOF196	Jacq DAR-650 Software Module (base)	1.00	\$5,775.00	\$5,775.00
52256	Jacq IPM-4360 IP Master Station, audio.Base Model. IEEE 802.3af PoE, 4th generation. Add gooseneck mic (MIC065) &/or handset (JHS-4000)	3.00	\$2,800.00	\$8,400.00
52245	Jacq VSL-451Q IP Cell Intercom Station, 5 series panel, 1 button piezo, anti-ligature 1.6mm speaker holes, IEEE 802.3af PoE, 316ss 2mm, 4th generation	21	\$962.50	\$20,212.50
60714	Jacq SWE-4SS Surface Mount Backbox suits 5 series panel type VSL-x5xx, stainless steel	21	\$211.75	\$4,446.75
LIC0003	License for adding IP endpoint onto Jacques system (per endpoint)	24	\$157.50	\$3,780.00
AU272	TOTAL RECALL LinX Essence Unit with 10 VoIP Channels Custom LCD and Keypad External BluRay drive	1.00	\$5,937.50	\$5,937.50
SOF116-AVIGILON	Jacq 650 HLI with Avigilon Control Center	1.00	\$5,486.25	\$5,486.25
	Labour - Technician Projects	84	\$135.00	\$11,340.00

Thank you.

Sub-Total ex GST \$69,949.88
GST \$6,994.99
Total inc GST \$76,944.87



Terms & Conditions

The following terms and conditions apply to our quotation:

Validity

Our quotation is valid as indicated on the proposal. Should the acceptance extend beyond this date, any material and or labour costs may be subject to variation.

Terms of Payment

Payment terms vary and may be negotiated throughout the quotation process. A "Stage payment - Payment of agreed amounts at stage" such as a deposit may be requested.

Proposal

Our proposal, if of interest to you, is based on establishing mutually acceptable contract/subcontract conditions. We reserve the right to negotiate the contract/subcontract conditions.

Consequential Damages

Consequential damages claim, of any form, will not be accepted.

Liability

Notwithstanding any provision to the contrary contained elsewhere in the contract or subcontract, the maximum aggregate liability of Secure Access Systems under the contract or subcontract, in tort and / or otherwise at law, shall in no case exceed the sum of 5% of the originally accepted contract / subcontract sum (limitation of liability). The limit of liability includes but is not limited to liquidated damages and does not apply to any event of amount that is covered and recoverable under the policies of insurance taken out under the terms of the contract / subcontract.

Site Access

Our Tender is based on clear and reasonable access being provided for the duration of the project.

Equipment Warranty

All equipment and materials are covered by a 12-month repair or replace warranty. Any manufacturer extended warranties will be honoured with the exception of labour costs. Warranty exclusions: acts of God, theft, malicious damage, vermin damage, misuse, operator error, power spikes or loss and or user intervention of all software.

All warranties are null and void if equipment is opened, tampered with, or moved from its current location.

Quotation Exclusions

- PowerPoints, Data Points, IP addresses and must be available prior to commencement.
- Unless otherwise specified, we have allowed to carry out the works, and our price has been calculated based on normal working hours (standard 38-hour working week) and work required outside these hours will be additional.
- Any pre-existing components that may require upgrading at the time of installation.
- Alarm system monitoring costs – ICC existing provider (alternatives available)
- Any items not specifically listed in our proposal.
- Provision of security guards whilst works being completed
- Active external internet ready network point's adjacent to our control equipment.
- Fire panel interfacing if required.
- Builder's work including penetrations, chasing, concrete sawing & or drilling.
- Sealing with fire &/or acoustic rating.

GOLD COAST

1/101 Ashmore Road
Bundall, QLD 4217
Ph: 07 5588 8111

SPL Security Solutions P/L
QLD License No: 3247282
NSW License No: 000102071

BRISBANE

2/14 Lapis Street
Underwood, QLD 4119



BALLINA

2/269 River Street
Ballina, NSW 2478
Ph: 02 6686 7675

spl.com.au
ballinalocksmiths.com.au
ABN: 39 088 382 745

CUSTOMER QUOTATION NO. 60577

MIKE TELEA
Sanctuary Cove
Security Roundhouse, The Parkway
Sanctuary Cove QLD 4212

Date: 02/09/2025
Quote Name:
Site: Security Roundhouse, The Parkway Sanctuary Cove
Site Contact: Henry
Site Phone: 5500 3359
Salesperson: Josh Vella
Valid For: 30 Day(s)
Order No.:

Re: Security Roundhouse, The Parkway Sanctuary Cove

Dear MIKE,

Thank you for allowing SPL Security Pty Ltd to present you with the following security proposal. At SPL Security Pty Ltd we are committed to providing our clients with a personal, professional and cost effective solution to meet their security requirements.

Having been established for over 30 years, SPL Security is dedicated to the highest and most professional level of security services and employ over 100 staff members.

The below is based on our current understanding of your security requirements, now and for the future and is priced to provide a secure solution without compromising our ability to provide the ongoing quality of service.

Should you have any questions or if I can be of any further assistance please don't hesitate in contacting me.

Kind regards,

Josh Vella
Sales Executive - Electronics

SPL Security Solutions Pty Ltd
joshv@spl.com.au
0461 230 777
www.spl.com.au

GOLD COAST

1/101 Ashmore Road
Bundall, QLD 4217
Ph: 07 5588 8111

SPL Security Solutions P/L
QLD License No: 3247282
NSW License No: 000102071

BRISBANE

2/14 Lapis Street
Underwood, QLD 4119



BALLINA

2/269 River Street
Ballina, NSW 2478
Ph: 02 6686 7675

spl.com.au
ballinalocksmiths.com.au
ABN: 39 088 382 745

CUSTOMER QUOTATION NO. 60577

Intercom System

Supply and install Jacques intercom system to replace the existing Stentofon system.

System installed using all existing cable infostructure currently installed depending on type and condition.

We have allowed for the Jacqs Solution to integrate the Audio with Gallagher Command Centre software, from here the intercom can be answered and gate released from within Gallagher Command Centre Software.

Equipment list:

- 1 x Jacq TCH-2MXH VoIP JCCP Ctrlr
- 1 x Jacq DAR-650 Software Module
- 3 x Jacq IPM-4360 IP Master Station
- 20 x Jacq VSL-451Q IP Cell Intercom Station
- 20 x Jacq SWE-4SS Surface Mount Backbox
- 23 x Licenses for adding IP endpoint onto Jacques system
- 1 x TOTAL RECALL LinX Essence Unit
- 1 x Jacq 650 HLI s/w for Gallagher Integration
- 1 x Jacq 650 HLI with Avigilon Control Centre
- Labour, Cable, Fixings, Commissioning & Training

Important Information:

- Quotation is based on the bill of materials supplied on 22/08/2025.

Exclusions & Notes:

- Installed using existing cable infostructure.
- 240v power outlets.
- All existing network infostructure and switches to be used.
- Data configuration excluded and to be done by current IT company.
- Metal scar plates excluded.

Section Sub-Total ex GST	\$82,549.95
GST	\$8,255.00
Section Total inc GST	\$90,804.95

GOLD COAST

1/101 Ashmore Road
Bundall, QLD 4217
Ph: 07 5588 8111

SPL Security Solutions P/L
QLD License No: 3247282
NSW License No: 000102071

BRISBANE

2/14 Lapis Street
Underwood, QLD 4119



BALLINA

2/269 River Street
Ballina, NSW 2478
Ph: 02 6686 7675

spl.com.au
ballinalocksmiths.com.au
ABN: 39 088 382 745

CUSTOMER QUOTATION NO. 60577

Summary	
Intercom System	\$82,549.95
Sub-Total ex GST	\$82,549.95
GST	\$8,255.00
Total inc GST	\$90,804.95

GOLD COAST

1/101 Ashmore Road
Bundall, QLD 4217
Ph: 07 5588 8111

SPL Security Solutions P/L
QLD License No: 3247282
NSW License No: 000102071

BRISBANE

2/14 Lapis Street
Underwood, QLD 4119



BALLINA

2/269 River Street
Ballina, NSW 2478
Ph: 02 6686 7675

spl.com.au
ballinalocksmiths.com.au
ABN: 39 088 382 745

CUSTOMER QUOTATION NO. 60577

Project Clarifications

Validity of Proposal

Unless otherwise stated, this proposal is valid for a period of thirty (30) days from its date of submission. Acceptance of this proposal, or any part of it, is subject to contract and product or services availability.

Confidentiality Statement

The contents of this proposal and any documents provided as a part of this proposal are commercially valuable information of SPL Security Solutions and may only be used by you for the purpose of evaluating this proposal. They must not be disclosed to any third party without SPL Security Solutions prior consent, unless required to do so by law.

You acknowledge that SPL Security Solutions may be required to disclose information that you provide to third parties (such as suppliers) to supply the products and services detailed in this proposal.

Deposits and Payments

A completed acceptance form (last page) official purchase order or subcontractor agreement and a 50% deposit are required prior to works being commenced and balance due on completion. Progress payments may be required if the installation carries out over a month.

Deposit can be waived for account customers upon request and, in turn, approval by SPL Security Solutions.

All equipment remains the property of SPL Security Solutions until final payment is received in full.

Commencement

Standard lead times to commence works on site is approximately 2 weeks from the receipt of payment for the deposit.

Cancellations

If a job is cancelled following the payment of the required deposit and the subsequent order of equipment, a standard cancellation and restocking fee of 20% will be applied.

Warranty

SPL Security Solutions honours specified manufacturer's warranty on all new components of the system and provides a 12 month warranty on all labour during normal business hours.

Warranty is excluded on any existing equipment or cabling utilised and connected to the new system. All existing devices or cabling to be used will be tested to ensure correct function. If any faults are found that require repair or replacement all additional costs will be chargeable over and above the proposal price and provided to the customer in variation form.

Site Access

Unimpeded access is required to all applicable cupboards, offices, units, basement lockups and any other location pertinent to the completion of the installation. If this access is not available and return visits are needed to complete the installation all additional labour will be chargeable over and above the proposal price.

General Power Outlets or Connections

240V general power outlets (GPO's) are required for the operation of the proposed security equipment, from a continuously live source of power, and are excluded from this quotation. Services can be arranged by SPL Security Solutions with use of subcontractors with all additional costs, including admin fees, will be chargeable over and above the proposal price and provided to the customer in variation form.

GOLD COAST

1/101 Ashmore Road
Bundall, QLD 4217
Ph: 07 5588 8111

SPL Security Solutions P/L
QLD License No: 3247282
NSW License No: 000102071

BRISBANE

2/14 Lapis Street
Underwood, QLD 4119



BALLINA

2/269 River Street
Ballina, NSW 2478
Ph: 02 6686 7675

spl.com.au
ballinalocksmiths.com.au
ABN: 39 088 382 745

CUSTOMER QUOTATION NO. 60577

Exclusions

1. 240V General Power Outlet
2. Active network equipment - Switches
3. After hours works
4. Fire rating
5. Network configuration
6. Network switches
7. Patching, painting or repair of any surface
8. Penetrations
9. Replacement of faulty security items outside of this proposal
10. Supply and installation of cabling
11. Supply or installation for the structured data cabling for the IP security devices

GOLD COAST

1/101 Ashmore Road
Bundall, QLD 4217
Ph: 07 5588 8111

SPL Security Solutions P/L
QLD License No: 3247282
NSW License No: 000102071

BRISBANE

2/14 Lapis Street
Underwood, QLD 4119



BALLINA

2/269 River Street
Ballina, NSW 2478
Ph: 02 6686 7675

spl.com.au
ballinalocksmiths.com.au
ABN: 39 088 382 745

ACCEPTANCE OF QUOTATION NO. 60577

MIKE TELEA
Sanctuary Cove
Security Roundhouse, The Parkway
Sanctuary Cove QLD 4212

Date: 02/09/2025
Quote Name:
Site: Security Roundhouse, The
Parkway Sanctuary Cove
Site Contact: Henry
Site Phone: 5500 3359
Salesperson: Josh Vella
Valid For: 30 Day(s)
Order No.:

Acceptance of Proposal

I accept the proposal as detailed above. I acknowledge that I have read and understand all the terms and conditions detailed within this proposal.

Signed: _____

Name: _____

Date: ____/____/____

Approved Value: _____

Purchase Order No. (If Required): _____

ADMINISTRATION AGREEMENT

**Sanctuary Cove Primary Thoroughfare Body
Corporate**

AND

**Sanctuary Cove Community Services Limited
ACN 119 669 322**

DRAFT

ADMINISTRATION AGREEMENT:

Engagement of a Body Corporate Manager under *Sanctuary Cove Resort Act 1985 (Qld)*

This agreement is made on

BETWEEN

Sanctuary Cove Primary Thoroughfare Body Corporate of 'Shop', 1A Lot 33 Masthead Way, Hope Island, Queensland 4212 (the "PTBC")

AND

Sanctuary Cove Community Services Limited ACN 119 669 322 of 'Shop', 1A Lot 33 Masthead Way, Hope Island, Queensland 4212 (the "Manager")

(collectively, the "Parties")

TERMS OF AGREEMENT

1. INTRODUCTION

- 1.1 All words having a defined meaning in the Act have the same meaning in this Agreement (unless the context otherwise requires).
- 1.2 Unless the context otherwise permits –
 - a) "Act" means the *Sanctuary Cove Resort Act 1985 (Qld)*;
 - b) "Agreed Services" means those services stated in Schedule A;
 - c) "Associate" has the meaning given in section 26B of the *Building Units and Group Titles Act 1980 (Qld)*.
 - d) "Authorised Powers" means all those powers of the chairperson, secretary and treasurer of the PTBC that are capable of exercise by a body corporate manager under the Act unless otherwise amended or excluded under this Agreement;
 - e) "By-laws" means the Primary Thoroughfare By-Laws;

- f) "Claims" includes claims, demands, actions, liabilities, proceedings, costs and expenses.
- g) "Executive Committee" means the executive committee of the PTBC as elected or appointed pursuant to the Act;
- h) "Financial Year" means the financial year of the PTBC commencing 1 November and ending 31 October unless otherwise varied;
- i) "Law" means any applicable statute, legislation or regulation;
- j) "Manager Representative" has the meaning given in clause 7.5;
- k) "PTBC Expenditure Policy" means Schedule B or any other written instruction from the PTBC as (passed in general meeting) and as amended from time to time, setting out a procedure for authorising expenditure of the PTBC;
- l) "PTBC Member's Nominee" means a nominee appointed pursuant to section 67 of the Act;
- m) "Term" means the period set out in clause 3.1 of this Agreement;
- n) "Terms of Agreement" means the terms of agreement applying to this Agreement.

1.3 This Agreement comprises:

- a) the Terms of Agreement; and
- b) Schedule A;
- c) Schedule B.

2. WHAT IS THIS AGREEMENT?

- 2.1 The PTBC appoints the Manager as the body corporate manager and the Manager accepts the appointment.
- 2.2 The Manager is engaged by the PTBC as an independent contractor to supply the Agreed Services to the PTBC.
- 2.3 For the avoidance of doubt, the PTBC acknowledges and agrees that this Agreement is not a property

maintenance agreement and that the Manager is not required under this Agreement to carry out any property maintenance for the PTBC.

3. WHAT IS THE TERM OF THIS AGREEMENT?

3.1 The Manager is appointed for one (1) year, commencing on 1 November 2025 and ending 31 October 2026.

4. WHAT ARE THE DUTIES UNDER THIS AGREEMENT?

4.1 The Manager must provide the Agreed Services to the PTBC in accordance with the terms of this Agreement.

4.2 During the Term, the Manager shall have the custody of the common seal of the PTBC.

4.3 The Manager must:

- a) comply with the Act and any other Law which is applicable to the performance of the Agreed Services;
- b) without limit to the generality of the foregoing, comply with the Code of Conduct in Schedule 5 of the Act;
- c) comply with the lawful and reasonable directions of the PTBC, Executive Committee and/or the Nominee as appointed under clause 7;
- d) use its best endeavours to ensure that its employees, officers, contractors and agents act honestly, in good faith, prudently and professionally, and take reasonable care and skill to perform the Agreed Services;
- e) use its best endeavours to provide exceptional customer service to the PTBC, the Executive Committee and representatives of the PTBC members;
- f) not use its position as a body corporate manager and its access to PTBC records for its own benefit (and outside of providing the Agreed Services)

including, but not limited to, issuing communications to lot owners, their agents or representatives without approval in writing from the Nominee as appointed under clause 7.

4.4 The PTBC will use its best endeavours to ensure:

- a) the voting Executive Committee members and the PTBC Members' Nominees, are at all times aware of their obligations under the Act; and
- b) that the Executive Committee members, representatives of PTBC members and a PTBC Member's Nominee deal with the Manager (including its employees, officers, contractors or agents) in a professional and courteous manner and not in a way that constitutes threatening or abusive behaviour.

5. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER?

5.1 The PTBC authorises the Manager to exercise the Authorised Powers to facilitate the performance of the Agreed Services.

5.2 The Manager is not under any obligation to exercise the Authorised Powers except to the extent necessary to facilitate the performance of the Agreed Services.

5.3 Without limiting clause 5.1, the Manager is specifically authorised to administer funds controlled by the PTBC, provided that:

- a) expenditure is authorised by the PTBC in accordance with the Act; and
- b) the PTBC Expenditure Policy is complied with.

5.4 Further, the Manager is specifically authorised to issue notices relating to breaches of the By-Laws to lot owners, their agents and representatives.

5.5 The authorisation given by PTBC to the Manager to exercise the Authorised Powers under this clause 5 does not:

- a) make the Manager responsible for performing the statutory functions of the PTBC or the Executive Committee;
- b) relieve the PTBC or the Executive Committee of their statutory functions.

5.6 The PTBC specifically authorises the Manager to:

- a) obtain quotations for insurances required to be effected by the PTBC under the Act;
- b) effect, on behalf of the PTBC such insurances as the PTBC directs the Manager to obtain;
- c) pay insurance premiums from the PTBC's funds; and
- d) submit insurance claims to the PTBC's insurers.

5.7 The PTBC agrees and acknowledges that the Manager, in performing the services under clause 5.6, is not providing advice, nor is the Manager obliged to provide advice as to the particular nature or content of any specific insurance policy or as to which insurance policy or policies the PTBC ought to select and the PTBC agrees and acknowledges it does not rely on the Manager (nor is it reasonable to rely on the Manager) to advise in respect of which particular insurance policies are suitable for the PTBC and/or the extent, nature, level or appropriateness of any insurance policy effected from time to time by the PTBC.

6. HOW IS THE MANAGER TO BE PAID?

6.1 Subject to clause 6.2, the PTBC must pay the Manager:

- a) the actual cost incurred for all things done by the Manager for the PTBC pursuant to the terms of this Agreement (including any disbursements); and
- b) a pro-rata proportion of all costs, charges, expenses and

overheads incurred by the Manager (including costs incurred by Sanctuary Cove Community Services Limited or any of its wholly owned subsidiaries), in performing or procuring the performance of the Agreed Services.

6.2 The consideration paid to the Manager under clause 6.1, shall be paid in advance as follows:

- a) the PTBC will pay the Manager for the provision of the Agreed Services in each Financial Year based upon the costs incurred by the Manager in providing the Agreed Services to the PTBC for that Financial Year;
- b) three (3) months prior to the commencement of each Financial Year, the Manager must provide the PTBC with the Manager's budget prepared for the provision of the Agreed Services for the relevant Financial Year and advise of the budgeted instalments to be paid at the commencement of each quarter during the relevant Financial Year;
- c) prior to the commencement of each quarter, the Manager must provide the PTBC with an invoice for the quarter based upon the budgeted instalments and the PTBC must pay the invoice within 14 days of receipt of that invoice;
- d) within 60 days of expiration of each Financial Year, the Manager must provide an audited statement of the actual costs incurred by the Manager for the Financial Year in providing the Agreed Services;
- e) where:
 - i. the actual costs incurred exceed the budgeted amount, the Manager must notify the PTBC of the shortfall and the

- Manager will be entitled to add the shortfall to the next invoice issued to the PTBC under this Agreement;
- ii. the actual costs incurred are less than the budgeted amount, the Manager must notify the PTBC of the amount of the credit for the excess paid to be applied by the Manager against the next invoice issued by the Manager to the PTBC under this Agreement;
 - iii. there are no further invoices required to be issued under this Agreement, then the Manager will either issue a further invoice to the PTBC for the shortfall (to be paid in 14 days) or will issue a refund of the excess paid when provided the statement to the PTBC.
- 6.3 The costs required to be paid by the PTBC to the Manager under this clause, must be paid by EFT to the Manager's nominated account, or otherwise as directed by the Manager from time to time.
7. HOW DOES THE PTBC GIVE INSTRUCTION TO THE MANAGER?
- 7.1 The PTBC must nominate in writing a person who must be a voting Executive Committee member to communicate with the Manager on behalf of the PTBC (the Nominee). In the event that no person is nominated by the Executive Committee, the chairperson of the Executive Committee is taken to be the Nominee.
- 7.2 The PTBC may replace the Nominee either for a temporary period or permanently, by giving written notice to the Manager.
- 7.3 For the avoidance of doubt, the purpose of the Nominee is to communicate the decisions of the PTBC and the Executive Committee and not act unilaterally in making decisions on behalf of the PTBC and/or the Executive Committee that would be contrary to the Act.
- 7.4 The Manager agrees to comply with the lawful written instructions given by the Nominee in relation to the provision of the Agreed Services by the Manager, to the extent that the Act permits such instruction to be given by the Nominee.
- 7.5 The Manager may nominate in writing an employee of the Manager to liaise with the PTBC (**Manager Representative**). The PTBC must communicate with the Manager and/or the Manager Representative nominated by the Manager from time to time.
8. DISCLOSURE OF ASSOCIATES
- 8.1 If the PTBC considers and/or proposes to enter into a contract for the supply of goods and/or services from a provider and that provider is an Associate of the Manager, then the Manager must disclose the relationship to the PTBC:
- a) if the Manager is aware of the proposed contract before the contract is entered into; or
 - b) otherwise in the shortest practicable time after it becomes aware that the contract is being and/or has been entered into.
- 8.2 The Manager is not entitled to receive a commission or any other similar incentive from any contractor, supplier or provider because the PTBC entered into an agreement with the contractor, supplier or provider.
9. INDEMNITIES
- 9.1 The PTBC indemnifies and keeps indemnified the Manager against all Claims made or threatened against the Manager, any and all loss or damage suffered by the Manager, and all

payments of any kind for which the Manager is or becomes liable (including without limitation all legal costs on a solicitor/client basis), in connection with the valid and proper exercise of its authority or the performance of its duties and obligations in accordance with this Agreement.

9.2 The indemnities given by the PTBC under clause 9.1 will not apply to the extent that, in respect of the particular circumstance for which an indemnity is sought the Claim or loss arose out of the breach of this Agreement by the Manager or the negligence or wilful misconduct of the Manager or its employees or officers or agents.

9.3 The Manager indemnifies the PTBC against all Claims made or threatened against the PTBC and all payments of any kind for which the PTBC is or becomes liable (including without limitation all legal costs on a solicitor/client basis) in connection with the Manager's fraud, negligence, wilful misconduct or breach of this Agreement.

9.4 The indemnity given by the Manager under clause 9.3 will not apply to the extent that, in respect of the particular circumstance for which an indemnity is sought:

- a) the Manager acted at the direction of the PTBC or with the express authority of the PTBC; or
- b) the Claim or loss arose out of the negligence or wilful misconduct of the PTBC or the PTBC's Nominee.

10. WARRANTY

10.1 Each party warrants it has validly passed any necessary resolutions required to enable it to enter into this Agreement or give any authorisation under it.

11. TRANSFER OF THIS AGREEMENT

11.1 This Agreement may only be transferred with the consent of the Parties in writing.

12. TERMINATING THIS AGREEMENT

12.1 The PTBC may terminate this Agreement:

- a) in accordance with section 94V of the Act; or
- b) immediately by notice in writing if the Manager:
 - i. is unable or is deemed to be unable to pay its debts as and when they fall due;
 - ii. enters into a scheme of arrangement or composition with its creditors; or
 - iii. is placed under management or administration or a receiver is appointed to, or a winding up order is made in respect of the Manager.

12.2 Termination of this Agreement by the PTBC shall only be valid where the PTBC has complied with its statutory obligations to obtain any necessary resolutions of its members.

12.3 The Manager may terminate this Agreement if the PTBC breaches this Agreement and does not remedy the breach within a reasonable period of not less than 14 days after being given notice specifying the breach.

12.4 The right of termination given by this clause 12 is additional to any rights or remedies available at law.

13. PTBC RECORDS

13.1 The Manager acknowledges that, in performing the Agreed Services, documents and information will be created or received and such documents and information are a PTBC record.

- 13.2 The Manager is required to facilitate access to the PTBC's records in accordance with the Act.
- 13.3 The Manager is also required to provide the Executive Committee and the PTBC Member's Nominees with reasonable access to the PTBC's records for the purpose of the Executive Committee and the PTBC Member's Nominees discharging their duties under the Act (see Schedule A).
- 13.4 On expiry or earlier termination of this Agreement, the Manager must deliver to the PTBC its seal and the records and other documents in accordance with the Act.
- 13.5 The Manager acknowledges and agrees that it does not have a lien over the seal and the records and other documents of the PTBC.
- 13.6 Without any obligation on the part of the Manager, the PTBC authorises the Manager to hold any document of the PTBC in photographic or electronic image form.

14. GOODS AND SERVICES TAX

- 14.1 For the purposes of this clause, a goods and services tax ("GST") means any tax imposed by any government or regulatory authority which is a tax on good and services, a tax on consumption, a value-added tax or any similar impost.
- 14.2 Unless GST is expressly included, any fee or consideration expressed to be payable by a party under any part of this Agreement does not include any GST that may be payable on the supply for which the fee or consideration is paid.
- 14.3 The recipient of the taxable supply must pay to the supplier an amount equal to the GST payable on the taxable supply in addition to and at the same time as payment for the taxable supply is required to be made under this agreement, subject to the supplier giving to the recipient a tax invoice for the taxable supply before the payment is due.

15. DISPUTE RESOLUTION

- 15.1 For any dispute arising under this Agreement, the Parties agree that its representatives will, at all times, act with complete propriety, fairly and in accordance with the highest professional standards. Both Parties agree to deal with any dispute promptly and act cooperatively to resolve the dispute.
- 15.2 In the event of a dispute, the Parties agree as follows:
 - a) the Parties will try to settle the dispute by direct negotiation; and
 - b) if the dispute cannot be resolved by the Parties within one (1) month of direct negotiations, then the party claiming the existence of a dispute may commence legal proceedings to have the matter determined.

16. CONFIDENTIALITY

- 16.1 The Manager must not make any announcement about Sanctuary Cove Resort or the PTBC, nor disclose confidential and proprietary information of the PTBC to any party without first obtaining the approval of the PTBC, unless under compulsion by law.

17. NOTICES

- 17.1 Notices given under this Agreement must be:
 - 17.1.1 in writing;
 - 17.1.2 signed by the party giving the notice or an authorised representative at law;
 - 17.1.3 addressed to the person to whom the notice is to be given or their solicitor.
- 17.2 Notices must be either:
 - 17.2.1 delivered by hand;
 - 17.2.2 posted by pre-paid registered mail, express post, certified mail or other type of pre-paid post; or
 - 17.2.3 dispatched by email,

to the address of the party as notified in this Agreement or such other address as updated in writing to the other party or to a party's solicitor.

18. SEVERABILITY

18.1 Any term of this Agreement which is wholly or partially void or unenforceable is served to the extent that is void or unenforceable. The validity or enforceability of the remainder of this Agreement is not affected.

19. GOVERNING LAW

19.1 This Agreement is governed by the laws of Queensland.

20. VARIATION

20.1 No variation of this Agreement is effective unless made in writing and signed by each party.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts, each of which:

- a) may be executed electronically or in handwriting; and
- b) will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same document.

21.2 Without limiting the foregoing, if the signatures on behalf of one party are on more than one copy of this Agreement, this shall be taken to be the same as, and have the same effect as, if all those signatures were on the same counterpart of this Agreement.

23. CONSENT TO ELECTRONIC COMMUNICATION

23.1 The parties agree and consent to information, correspondence and notices being given by electronic communication for the purposes of sections 11 and 12 of the *Electronic Transactions (Queensland) Act 2001*.

SCHEDULE A – AGREED SERVICES

1. Secretarial

- a) Convene and attend the Annual General Meeting.
- b) Act as Chairperson at general meetings and Executive Committee meetings if required and approved in accordance with the Act.
- c) Call for nominations for all positions of the Executive Committee.
- d) Prepare and receive digital and physical voting papers, nominations, ballot papers, company nominee forms, proxies and other associated meeting documentation.
- e) Prepare and distribute the notice of the annual general meeting and ancillary documentation.
- f) Record and distribute minutes of annual general meeting.
- g) Prepare and distribute notices for Executive Committee meetings and ancillary documentation (up to 12 meetings per year).
- h) Attend Executive Committee meetings and record and distribute minutes (up to 12 meetings per year).
- i) Prepare and distribute notices for Extraordinary General Meetings and ancillary documentation (up to 12 meetings per year).
- j) Attend Extraordinary General Meetings and record and distribute minutes (up to 12 meetings per year).
- k) Prepare and distribute decisions made via vote outside of Executive Committee meetings.
- l) Attend meetings of the subcommittees established under the Act (up to 12 per year per subcommittee) and to the extent required, prepare and issue agendas, take minutes and issue minutes from those meetings.
- m) Securely store the Common Seal.
- n) Affix the Common Seal in accordance with a relevant approval stipulated in minutes of a duly convened general meeting and otherwise in accordance with the Act.

2. Financial

- a) Open, maintain and operate a bank account for the administrative fund and the sinking fund.
- b) Establish investment bank accounts and arrange for the transfer of monies from the bank account to the investment account(s).
- c) Manage the rollover of term deposits as and when required ensuring incentive terms are taken advantage of.
- d) Open/close/rollover term investment account.
- e) Prepare a statement of accounts for each financial year for the administration and sinking fund.
- f) Prepare a draft administration and sinking fund budget for each financial year.
- g) Process and pay invoices and accounts subject to the written restrictions of the PTBC.
- h) Prepare and retain financial records and statements.

- i) Prepare a detailed line-item income and expenditure statement compared to the budget referred to in clause 6.2(b).
- j) Act as public officer for the purpose of lodging Business Activity Statement.
- k) Financial statement audit preparation including the preparation of financial statements.
- l) Preparation of information for audit of records.
- m) Attendance with auditors and responding to queries on behalf of the PTBC.
- n) Prepare information for preparation and lodgement of annual tax return by registered tax agent.
- o) Attendance with tax agents and responding to queries on behalf of the PTBC.
- p) Prepare and issue levy notices to members for payment of contributions in accordance with the PTBC's approval.
- q) Prepare and issue invoices to members or third parties (eg utility use on-charging).
- r) Statutory compliance support including preparation of information for Business Activity Statement and Income Tax Return.
- s) Preparation and submission of Australian Business Statistics Survey documents.
- t) Invoice, receive and process application fees, compliance agreement fees and any other fees collected by the PTBC.
- u) Facilitate compliance agreement fee collection and compliance agreement fee releases.
- v) Provide a monthly report detailing payments and receipts to the Treasurer.

3. Levies

- a) Prepare and issue notices to members for payment of levy contributions in accordance with the minuted general meeting approval of the PTBC.
- b) Receipt and bank levies.

4. Debt Collection

- a) Monitor ageing accounts and payable balances.
- b) Monitor ageing accounts and receivable balances.
- c) Facilitate debt collection process for outstanding levy contributions and other outstanding amounts owed to the PTBC through an approved debt recovery agent and/or law firm, where approved by the PTBC in general meeting.

5. Insurances

- a) Obtain the required number of quotes for the renewal of insurances from APRA approved insurers .
- b) Arrange an EC meeting by written vote or other means to accept the chosen insurer and insurance renewal terms in accordance with section 81 of the Act.
- c) Assist with protracted negotiations for renewal of insurance of dealing with and obtaining additional requirements sought by the insurer.

- d) Pay insurance premiums.
- e) Prepare and lodge insurance claims under instruction from the PTBC or EC.

6. Administrative

- a) Maintain the PTBC roll and any required registers.
- b) Maintain, keep and store all PTBC records in accordance with the Act.
- c) Store PTBC records via electronic document management system.
- d) Securely store PTBC service contracts.
- e) Administer inward and outward correspondence of the PTBC keep the Executive Committee of this correspondence. This extends to the preparation and issuing of correspondence as directed by a subcommittee and approved by the PTBC.
- f) Provide compliance advice on the Act to the PTBC and the Executive Committee regarding relevant and applicable legislation governing the conduct of PTBC procedures.
- g) Arrange the archive storage, retrieval and administration of the PTBC hard copy records.
- h) Arrange destruction of hard copy PTBC records greater than the statutory storage period where requested via a minuted instruction of the PTBC.
- i) Assist in implementing the lawful decisions of the PTBC and the Executive Committee that fall within the Agreed Services.
- j) Attend to telephone calls and walk-in enquiries of lot owners, their agents and representatives.
- k) Prepare and distribute announcements and communications to lot owners, their agents and tenants on behalf of the PTBC as directed and approved by the Executive Committee.
- l) Otherwise ensure all administrative records are maintained in accordance with section 77 of the Act.

7. Compliance

- a) Inspect the Primary Thoroughfare for compliance with the By-laws (once a week by road and once every 2 months by boat).
- b) Issue by-law breach notices.
- c) Make recommendations to the PTBC on how to proceed with regular breaches of the By-laws and assist the PTBC in taking any enforcement action.

8. Legal / Dispute Resolution

- a) When requested by the PTBC, assist the PTBC in drafting and filing an application to the Office of the Commissioner for Body Corporate and Community Management.
- b) Search PTBC records and prepare material in response to subpoena for evidence in legal proceedings.
- c) Assist the PTBC in managing its legal proceedings through solicitors engaged by the PTBC.

9. Development Applications

- a) Provide guidance and answer queries from lot owners regarding the Development Control By-Laws and processes for the approval of building development.
- b) Manage and administer the development approval application process within the Primary Thoroughfare as directed by the PTBC.
- c) Engage with service providers of the PTBC as required to fulfill their contracts including (but not limited to) architects, engineers, surveyors, solicitors and builders.

10. Access to Records

- a) Make available the records of the PTBC for inspection in accordance with the Act.
- b) At the request of the Chairperson, provide the Executive Committee and PTBC Member's Nominees with reasonable access to the PTBC's records at no additional cost providing such records can be delivered digitally and are not already made available via a shared drive, portal or website.
- c) A request for hard copy records of a large volume of digital records will be considered on a case-by-case basis and the Manager will provide a quotation for the delivery of copies of such records.

11. Technology

- a) Develop and maintain a Website for the PTBC, lot owners and representatives. This is to provide access to historical records, guides and policies, as well as the capability for other programmes and ad hoc communications from the PTBC to lot owners.

SCHEDULE B – PTBC EXPENDITURE POLICY (ADMINISTRATION)

PART A: Committing to or incurring expenditure on behalf of the PTBC

1. The Manager has no authority to incur expenditure on behalf of the PTBC.
2. A budgeted amount is not authority for expenditure.
3. Expenditure must be approved by the PTBC in general meeting unless:
 - a. the PTBC has resolved (by special resolution) to authorise the Executive Committee to expend monies in that particular financial year. In that situation, the Executive Committee may undertake expenditure in accordance with the motion approved by the PTBC;
 - b. the PTBC enters into an agreement with a person or entity (Contracting Party) and the terms of that agreement authorise the Contracting Party to incur expenditure on behalf of the PTBC (for example a Facilities Management Agreement).
4. Where expenditure is unbudgeted, consideration must be given to whether a special levy is required to be raised to meet the expenditure proposed.
5. The Manager will not issue a work order without, where necessary, written evidence of the appropriate motion having been successfully carried in a general meeting of the PTBC.

PART B: Approving expenditure

The Manager must ensure that for any proposed expenditure, the following number of quotations are obtained:

Quotations for expenditure (for work to be performed or for the purchase of personal property)	Expenditure Type		
	Admin Fund Budgeted	Admin Fund Unbudgeted	Sinking Fund Expenditure
Value of expenditure ≤ \$4,500	1 quote		
Value of expenditure between \$4,501 & \$50,000	2 quotes		
Value of expenditure between \$50,001 & \$250,000	3 quotes		
Value of expenditure ≥ \$250,001	A Tender Process is Required under instruction from the PTBC		

NB: If a quote cannot be obtained it will be sufficient for communication from a contractor to record that it is unable to quote on the work

PART C: Paying expenses of the PTBC

The Manager must ensure that approval from the following Executive Committee members are obtained before paying for invoices of the PTBC:

	Expenditure Type		
	Admin Fund Budgeted	Admin Fund Unbudgeted	Sinking Fund Expenditure
Invoices for works, services and goods			
Invoice Value ≤ \$2,250	No approval required	PTBC Treasurer	
Invoice Value between \$2,251 & \$4,500	PTBC Treasurer		
Invoice Value ≥ \$4,501	PTBC Chairperson & PTBC Treasurer		
Invoices for professional legal services	PTBC Chairperson & PTBC Treasurer		

NB: all amounts listed are exclusive of GST

NB: For Part C, the PTBC Chairperson and PTBC Treasurer may nominate another Executive Committee member in their absence.

Executed as an Agreement in Queensland.

THE COMMON SEAL of SANCTUARY COVE)
PRIMARY THOROUGHFARE BODY CORPORATE is)
affixed in accordance with section 25 of the *Sanctuary*)
Cove Resort Act 1985 (Qld))

Name of Secretary of Executive
Committee

*Signature of Secretary of Executive
Committee*

Name of Executive Committee Member

Signature of Executive Committee Member

EXECUTED by SANCTUARY COVE COMMUNITY)
SERVICES LIMITED ACN 119 669 322 in)
accordance with section 127 of the *Corporations*)
Act 2001 (Cth) by:)

Name of Director

Signature of Director

Name of Director/Secretary

Signature of Director/Secretary

FACILITIES MANAGEMENT AGREEMENT

**Sanctuary Cove Primary Thoroughfare Body
Corporate**

AND

**Sanctuary Cove Community Services Limited
ACN 119 669 322**

DRAFT

FACILITIES MANAGEMENT AGREEMENT

This agreement is made on

BETWEEN

Sanctuary Cove Primary Thoroughfare Body Corporate of 'Shop', 1A Lot 33 Masthead Way, Hope Island, Queensland 4212 (the "PTBC")

AND

Sanctuary Cove Community Services Limited ACN 119 669 322 of 'Shop', 1A Lot 33 Masthead Way, Hope Island, Queensland 4212 (the "Facilities Manager")

(collectively, the "Parties")

TERMS OF AGREEMENT

1. INTRODUCTION

- 1.1 All words having a defined meaning in the Act have the same meaning in this Agreement (unless the context otherwise requires).
- 1.2 Unless the context otherwise permits –
 - a) "Act" means the *Sanctuary Cove Resort Act 1985* (Qld);
 - b) "Associate" has the meaning given in section 26B of the *Building Units and Group Titles Act 1980* (Qld);
 - c) "Christmas Closure Period" means the period over Christmas and New Year (around 2 weeks) during which the Facilities Manager and its employees, officers, contractors and agents are on annual leave;
 - d) "Claims" includes claims, demands, actions, liabilities, proceedings, costs and expenses.
 - e) "Code of Conduct" means the code of conduct set out in Schedule B;
 - f) "Executive Committee" means the executive committee

- chosen by the PTBC pursuant to the Act;
- g) "Expenditure Limit" means \$4,500.00 excluding GST;
 - h) "Financial Year" means the financial year of the PTBC commencing 1 November and ending 31 October unless otherwise varied;
 - i) "Law" means any applicable statute, legislation or regulation;
 - j) "Manager Representative" has the meaning given in clause 7.5.
 - k) "Office" means Shop 1A, Building 1, Masthead Way, Sanctuary Cove, Queensland;
 - l) "PTBC Expenditure Policy" means Schedule E or any other written instruction from the PTBC as passed in general meeting and as amended from time to time, setting out a procedure for authorising expenditure of the PTBC;
 - m) "Recreational Areas" means those areas of the Primary Thoroughfare that are not roads and includes, for example, parks and BBQ areas;
 - n) "Services" means those services as set out in Schedule A;
 - o) "Term" means the period set out clause 3.1;
 - p) "Terms of Agreement" means the terms of agreement applying to this Agreement.

1.3 This Agreement comprises:

- a) The Terms of Agreement; and
- b) Schedule A;
- c) Schedule B;
- d) Schedule C;
- e) Schedule D; and
- f) Schedule E.

2. WHAT IS THIS AGREEMENT?

- 2.1 The PTBC appoints the Facilities Manager to provide the Services and the Facilities Manager accepts the appointment upon the terms set out in this Agreement.

2.2 The Facilities Manager is engaged by the PTBC as an independent contractor of the PTBC to supply the Services to the PTBC.

3. WHAT IS THE TERM OF THIS AGREEMENT?

3.1 The Facilities Manager is appointed for one (1) year, commencing on 1 November 2025 and ending on 31 October 2026.

4. WHAT ARE THE DUTIES UNDER THIS AGREEMENT?

4.1 The Facilities Manager must provide the Services to the PTBC in accordance with the terms of this Agreement.

4.2 The Facilities Manager must ensure that:

- a) it has suitability qualified staff in attendance at the Office and available via email and via telephone during the hours of 7:30am – 4pm, Monday – Friday excluding public holidays and the Christmas Closure Period (Ordinary Business Hours);
- b) outside of Ordinary Business Hours, it has suitably qualified staff available via telephone.

4.3 The Facilities Manager will, at all times:

- a) comply with the Act and all other relevant laws relating to the provision of services to the PTBC;
- b) comply with the Code of Conduct;
- c) comply with the lawful and reasonable directions of the PTBC, the Executive Committee and/or the Nominee as appointed under clause 7;
- d) use its best endeavours to ensure that its employees, officers, contractors and agents act honestly, in good faith, prudently and professionally, and take reasonable care and skill to provide the Services;
- e) use its best endeavours to provide exceptional customer service to the PTBC, the Executive Committee and

representatives of the PTBC members;

- f) not use its position as a facilities manager and its access to PTBC records for its own benefit including (but not limited to) issuing communications to members of the PTBC and/or their agents or representatives without approval in writing from the Nominee as appointed under clause 7.

4.4 The PTBC will use its best endeavours to ensure:

- a) the voting Executive Committee members, representatives of PTBC members and a PTBC Member's Nominee are at all times aware of their obligations under the Act; and
- b) that the Executive Committee members, representatives of PTBC members and a PTBC Member's Nominee deal with the Facilities Manager (including its employees, officers, contractors or agents) in a professional and courteous manner and not in a way that constitutes threatening or abusive behaviour.

5. WHAT ARE THE AUTHORISED POWERS OF THE FACILITIES MANAGER?

5.1 The PTBC authorises the Facilities Manager to:

- a) incur a reasonable, budgeted expense on behalf of the PTBC up to the Expenditure Limit (in accordance with the PTBC Expenditure Policy) in respect of an individual transaction to facilitate the provision of the Services, provided that such an expense is supported by a valid tax invoice and any reasonably required supporting information that is provided to the PTBC for its consideration;
- b) provide the Services through its employees, officers and contractors (where the

- employees, officers and contractors hold the necessary and relevant qualifications) or recommend, arrange and supervise the engagement of a contractor approved by the PTBC to perform the Services;
- c) undertake urgent remedial work to “make safe” the Primary Thoroughfare or a PTBC asset in order to prevent or ameliorate material loss or material damage to the Primary Thoroughfare or a PTBC asset or to prevent personal injury to or the death of any person on the Primary Thoroughfare including:
- i. performing the work through its employees, officers or contractors;
 - ii. engaging contractors or consultants;
 - iii. purchasing goods or materials;
 - iv. accepting liabilities on behalf of the PTBC.
- In exercising this power, the Facilities Manager must ensure that all costs incurred on behalf of the PTBC are properly and reasonably incurred provided that the Facilities Manager provides to the PTBC (within 14 days) a written explanation of the required remedial work with reasonably sufficient detail, invoices supporting the reasonably and properly incurred costs and the PTBC retrospectively approves the expenditure in general meeting.
- 5.2 The authorisation given by PTBC to the Facilities Manager under this clause 5 does not:
- a) make the Facilities Manager responsible for performing the statutory functions of the PTBC or the Executive Committee;
 - b) relieve the PTBC or the Executive Committee of their statutory functions.
6. HOW IS THE MANAGER TO BE PAID?
- 6.1 Subject to clause 6.3, the PTBC must pay the Facilities Manager:
- a) the actual cost incurred for all things done by the Facilities Manager for the PTBC pursuant to the terms of this Agreement (including any disbursements); and
- 6.2 a pro-rata proportion of all costs, charges, expenses and overheads incurred by the Facilities Manager (including costs incurred by Sanctuary Cove Community Services Limited or any of its wholly owned subsidiaries), in providing or procuring the provision of the Services. The consideration paid to the Facilities Manager under clause 6.1, shall be paid in advance as follows:
- a) the PTBC will pay the Facilities Manager for the provision of the Services in each Financial year based upon the costs incurred by the Facilities Manager in providing the Services to the PTBC for that Financial Year;
 - b) three (3) months prior to the commencement of each Financial Year, the Facilities Manager must provide the PTBC with the Facilities Manager’s budget prepared for the provision of the Services for the relevant Financial Year and advise of the budgeted instalments to be paid at the commencement of each quarter during the relevant Financial Year;
 - c) prior to the commencement of each quarter, the Facilities Manager must provide the PTBC with an invoice for the quarter based upon the budgeted instalments and the PTBC must pay the invoice within 14 days of receipt of that invoice.
 - d) where:

- i. the actual costs incurred exceed the budgeted amount, the Facilities Manager must notify the PTBC of the shortfall and the Facilities Manager will be entitled to add the shortfall to the next invoice issued to the PTBC under this Agreement;
 - ii. the actual costs incurred are less than the budgeted amount, the Facilities Manager must notify the PTBC of the amount of the credit for the excess paid to be applied by the Facilities Manager against the next invoice issued by the Facilities Manager to the PTBC under this Agreement;
 - iii. there are no further invoices required to be issued under this Agreement, then the Facilities Manager will either issue a further invoice to the PTBC for the shortfall (to be paid in 14 days) or will issue a refund of the excess paid when provided the statement to the PTBC.
- 6.3 The costs required to be paid by the PTBC to the Facilities Manager under this clause, must be paid by EFT to the Facilities Manager's nominated account, or otherwise as directed by the Facilities Manager from time to time.

7. HOW DOES THE PTBC GIVE INSTRUCTION TO THE MANAGER?

- 7.1 The PTBC must nominate in writing a person who must be a voting Executive Committee member to communicate with the Facilities Manager on behalf of the PTBC (the Nominee). In the event that no person is nominated by the

Executive Committee, the chairperson of the Executive Committee is taken to be the Nominee.

- 7.2 The PTBC may replace the Nominee either for a temporary period or permanently, by giving written notice to the Facilities Manager.
- 7.3 For the avoidance of doubt, the purpose of the Nominee is to communicate the decisions of the PTBC and the Executive Committee and not act unilaterally in making decisions on behalf of the PTBC and/or the Executive Committee that would be contrary to the Act.
- 7.4 The Facilities Manager agrees to comply with the lawful written instructions given by the Nominee in relation to the provision of the Services by the Facilities Manager, to the extent that the Act permits such instruction to be given by the Nominee.
- 7.5 The Facilities Manager may nominate in writing an employee of the Facilities Manager to liaise with the PTBC (**Manager Representative**). The PTBC must communicate with the Facilities Manager and/or the Manager Representative nominated by the Facilities Manager from time to time.

8. EQUIPMENT AND CONSUMABLES

- 8.1 The PTBC must pay all reasonable and properly incurred expenses relating to consumables to enable the Facilities Manager to perform the Services.
- 8.2 The Facilities Manager must provide all tools and equipment required to perform the Services.

9. DISCLOSURE OF ASSOCIATES

- 9.1 If the PTBC considers and/or proposes to enter into a contract for the supply of goods and/or services from a provider and that provider is an Associate of the Facilities Manager, then the Facilities Manager must disclose the relationship to the PTBC:
- a) if the Facilities Manager is aware of the proposed contract before the contract is entered into; or

- b) otherwise in the shortest practicable time after it becomes aware that the contract is being and/or has been entered into.

9.2 The Facilities Manager is not entitled to receive any commission or any other similar incentive from any contractor, supplier or provider because the PTBC entered into an agreement with the contractor, supplier or provider.

10. INDEMNITIES

10.1 The PTBC indemnifies and keeps indemnified the Facilities Manager against all Claims made or threatened against the Facilities Manager, any and all loss or damage suffered by the Manager, and all payments of any kind for which the Facilities Manager is or becomes liable (including without limitation all legal costs on a solicitor/client basis), in connection with the exercise of its authority or the performance of its duties and obligations under this Agreement.

10.2 The indemnities given by the PTBC under clause 10.1 will not apply to the extent that, in respect of the particular circumstance for which an indemnity is sought the Claim or loss arose out of the breach of this Agreement by the Facilities Manager or the negligence or wilful misconduct of the Facilities Manager or its employees or officers or agents

10.3 The Facilities Manager indemnifies the PTBC against all Claims made or threatened against the PTBC and all payments of any kind for which the PTBC is or becomes liable (including without limitation all legal costs on a solicitor/client basis) in connection with the Facilities Manager's fraud, negligence, wilful misconduct or breach of this Agreement.

10.4 The indemnity given by the Facilities Manager under clause 10.3 will not apply to the extent that, in respect of

the particular circumstance for which an indemnity is sought:

- a) the Facilities Manager acted at the direction of the PTBC or with the express authority of the PTBC; or
- b) the Claim or loss arose out of the negligence or wilful misconduct of the PTBC.

11. WARRANTY

11.1 Each party warrants it has validly passed any necessary resolutions required to enable it to enter into this Agreement or give any authorisation under it.

12. TRANSFER OF THIS AGREEMENT

12.1 This Agreement may only be transferred with the consent of the Parties in writing.

13. TERMINATING THIS AGREEMENT

13.1 The PTBC may terminate this Agreement:

- a) in accordance with section 94V of the Act; or
- b) immediately by notice in writing if the Facilities Manager:
 - i. is unable or is deemed to be unable to pay its debts as and when they fall due;
 - ii. enters into a scheme of arrangement or composition with its creditors; or
 - iii. is placed under management or administration or a receiver is appointed to, or a winding up order is made in respect of the Facilities Manager.

13.2 If the PTBC breaches this Agreement and fails to remedy such breach within 30 days of being notified in writing by the Facilities Manager then the Facilities Manager may terminate this Agreement immediately by giving written notice to the PTBC, such

termination to be effective from the date specified in the notice.

- 13.3 The right of termination given by this clause 13 is additional to any rights or remedies available at law.

14. PTBC RECORDS

- 14.1 The Facilities Manager acknowledges that the PTBC has a statutory duty to cause proper records to kept under the Act.
- 14.2 The Facilities Manager will ensure that the body corporate manager (engaged by the PTBC from time to time) is apprised of all matters the Facilities Manager undertakes in accordance with the terms of this Agreement including (but not limited to):
- a) copying in the body corporate manager to emails relevant to the provision of the Services; and
 - b) providing any documentation that the body corporate manager may request.

15. GOODS AND SERVICES TAX

- 15.1 For the purposes of this clause, a goods and services tax ("GST") means any tax imposed by any government or regulatory authority which is a tax on good and services, a tax on consumption, a value-added tax or any similar impost.
- 15.2 Unless GST is expressly included, any fee or consideration expressed to be payable by a party under any part of this Agreement does not include any GST that may be payable on the supply for which the fee or consideration is paid.
- 15.3 The recipient of the taxable supply must pay to the supplier an amount equal to the GST payable on the taxable supply in addition to and at the same time as payment for the taxable supply is required to be made under this agreement, subject to the supplier giving to the recipient a tax invoice for the taxable supply before the payment is due.

16. DISPUTE RESOLUTION

- 16.1 For any dispute arising under this Agreement, the Parties agree that its representatives will, at all times, act with complete propriety, fairly and in accordance with the highest professional standards. Both Parties agree to deal with any dispute promptly and act cooperatively to resolve the dispute.
- 16.2 In the event of a dispute, the Parties agree as follows:
- c) the Parties will try to settle the dispute by direct negotiation; and
 - d) if the dispute cannot be resolved by the Parties within one (1) month of direct negotiations, then the party claiming the existence of a dispute may commence legal proceedings to have the matter determined.

17. CONFIDENTIALITY

- 17.1 The Facilities Manager must not make any announcement about Sanctuary Cove Resort, nor disclose confidential and proprietary information of the PTBC without first obtaining the approval of the PTBC, unless under compulsion by law.

18. NOTICES

- 18.1 Notices given under this Agreement must be:
- a) in writing;
 - b) signed by the party giving the notice or an authorised representative at law;
 - c) addressed to the person to whom the notice is to be given or their solicitor.
- 18.2 Notices must be either:
- a) delivered by hand;
 - b) posted by pre-paid registered mail, express post, certified mail or other type of pre-paid post; or
 - c) dispatched by email, to the address of the party as notified in this Agreement or such other

address as updated in writing to the other party or to a party's solicitor.

19. SEVERABILITY

19.1 Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that is void or unenforceable. The validity or enforceability of the remainder of this Agreement is not affected.

20. GOVERNING LAW

20.1 This Agreement is governed by the laws of Queensland.

21. VARIATION

21.1 No variation of this Agreement is effective unless made in writing and signed by each party.

22. COUNTERPARTS

22.1 This Agreement may be executed in any number of counterparts, each of which:

- a) may be executed electronically or in handwriting; and
- b) will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same document.

22.2 Without limiting the foregoing, if the signatures on behalf of one party are on more than one copy of this Agreement, this shall be taken to be the same as, and have the same effect as, if all those signatures were on the same counterpart of this Agreement.

23. CONSENT TO ELECTRONIC COMMUNICATION

23.1 The parties agree and consent to information, correspondence and notices being given by electronic communication for the purposes of sections 11 and 12 of the *Electronic Transactions (Queensland) Act 2001*.

SCHEDULE A – SERVICES

1. General

- a) Provide general advice and assistance to the PTBC in respect of the maintenance and administration of the Primary Thoroughfare and PTBC assets.
- b) Undertake and comply with reasonable directions and instructions when given in writing by the PTBC or its nominee.
- c) Ensure, to the extent reasonably possible, that the PTBC complies with its statutory obligation to properly maintain and keep in a state of good and serviceable repair:
 - i. The Primary Thoroughfare (as that term is defined in the Act), including any improvements thereon; and
 - ii. Any personal property vested in the PTBC.
- d) Maintain accurate, up-to-date records of all facilities management activities, including but not limited to maintenance requests, scheduled servicing, completed works, contractor reports, warranties, and compliance certifications.
- e) Records maintained by the Facilities Manager must be stored securely, easily accessible, and made available to the PTBC upon request.
- f) Ensure that all works completed by the Facilities Manager and by external contractors meet all legislative obligations including but not limited to, those relating to work, health and safety, building, electrical and plumbing codes.
- g) Ascertain and be aware of the general condition of the Primary Thoroughfare and any improvements on the Primary Thoroughfare.
- h) Be aware of any personal property vested in the PTBC (assets), maintain and update an asset register on behalf of the PTBC and advise the PTBC of and arrange for any necessary maintenance works with respect to the maintenance of such personal property.
- i) Advise the PTBC about any one or more of the Services as well as correspondence received, reports, enquiries and complaints related to the Services provided.
- j) Attend meetings of the PTBC (including of the Executive Committee and any other subcommittee) as reasonably directed by the PTBC and, to the extent required, prepare any documentation required of the PTBC to be considered at the meeting.
- k) Perform or arrange for the performance of services that the PTBC has agreed to provide to any land within Sanctuary Cove Resort.

2. Management of the Primary Thoroughfare (General)

- a) Arrange for the maintenance and repair of the Primary Thoroughfare and improvements on the Primary Thoroughfare to ensure it is consistent with the design and standard of a premium resort, including landscaping, lighting, roads, waterways, pathways, service facilities and other amenities in accordance with the terms of this Agreement.
- b) Provide a monthly report as per the requirements detailed in Schedule C.
- c) Take remedial action where reasonably practicable to address a hazard or danger on the Primary Thoroughfare in accordance with the terms of this Agreement.
- d) Arrange, co-ordinate and supervise any minor and major works and other projects as approved by the PTBC from time to time and ensure they are carried out in accordance with their terms.

- e) Where a person/entity is to provide any of the Services to the PTBC, source, obtain and record all applicable insurances, licences, certificates, contractor agreements, safe work method statements, safety data sheets, and ensure all required documentation is complied, completed and received prior to works being undertaken on site.
- f) Ensure all contractors meet the Minimum Requirements detailed in Schedule D and undertake the induction of all contractors prior to the commencement of works on the Primary Thoroughfare.
- g) Oversee all works undertaken by external contractors and verify that all work completed meets all relevant legislative minimum standards and the terms of contract for the works.
- h) Develop feasibility costs and assist with the preparation of scope of works for capital works requested by the PTBC.
- i) Prepare and review annually a calendar/schedule for programmed maintenance to be reviewed and agreed to by the PTBC.
- j) Maintain and undertake a site safety induction for contractors.
- k) Maintain a hazardous chemical register including safety data sheet.
- l) Arrange for a contractor (once every two years) to review all PTBC assets and property, and provide a valuation on an asset cost to enable the PTBC to plan for future works and raise necessary levies to cover future costs.

3. Management of the Primary Thoroughfare (Specific)

Landscaping

- a) Provide all services necessary to arrange, supervise and maintain the landscaped areas of the Primary Thoroughfare, including but not limited to:
 - i. Fertiliser application;
 - ii. Mowing, slashing and edging;
 - iii. Removal of weeds and litter;
 - iv. Pest and disease control;
 - v. Lawn and turf grass treatments;
 - vi. Mulching;
 - vii. Pruning;
 - viii. Staking/tying/guying; and
 - ix. Tree maintenance.

Electrical Services

- b) Provide electrical services for assets located within the Primary Thoroughfare.
- c) Electrical services shall be limited to:
 - i. Asset management;
 - ii. Preventative maintenance;
 - iii. Non-routine repairs, reactive works and work requests;
 - iv. Project management of major repairs and upgrades.
- d) Electrical services shall encompass all the PTBC's assets including:
 - i. Surge protection system;
 - ii. External underground reticulation;
 - iii. Main switchboards, distribution boards and sub-switchboards including, but not limited to all sewer pump stations and irrigation pump and controller installations;
 - iv. Sub-circuit power wiring, including metered switchboard and supply to gates;
 - v. External and street lighting and corresponding cable reticulation and lighting controls;
 - vi. Controls, including pole wiring, circuit breaker, fuse, and terminal strips;

- vii. Electrical systems associated with fire/BAS. In particular, power supply to all types of control panels;
- viii. Emergency standby generators; and
- ix. Electrical testing and tagging items as per AS/NZS 3760.

Fire Safety

- e) Arrange for the required regular inspection and maintenance of all fire-fighting equipment, assets, or apparatus on the Primary Thoroughfare to comply with the requirements of the applicable fire safety legislation and the associated Australian Standards.

Gates/Fencing

- f) Provide all works to maintain the operation of the gate systems and the boundary fencing of the Primary Thoroughfare.

Hydraulic Services

- g) Provide hydraulic services within the Primary Thoroughfare, beyond the water supplier's control valve, sub meter, isolation valve.
- h) Hydraulic services shall be limited to:
 - i. asset management;
 - ii. preventative maintenance;
 - iii. non-routine repairs, reactive works, work requests; and
 - iv. project management of major repairs and upgrades
- i) Hydraulic services shall encompass all the PTBC's assets including:
 - i. Sewer reticulation and manholes (but excluding grease traps);
 - ii. Stormwater drainage, manholes, grates, and gross pollution traps;
 - iii. Water mains, sluice valves, valves (isolation potable water supply) and service pipes;
 - iv. The maintenance of fire hydrants;
 - v. Residential/ commercial water meters;
 - vi. Sewer and submersible pumps, check valves, control assemblies;
 - vii. Backflow prevention devices / reduced pressure zone (RPZ); and
 - viii. All basic plumbing components on all appliances owned or controlled by the PTBC.

Irrigation System

- j) Provide irrigation services to arrange, supervise, and maintain the A and C Class irrigation systems within the Primary Thoroughfare.
- k) Irrigation services shall be limited to:
 - i. Asset management;
 - ii. Preventative maintenance;
 - iii. Non-routine repairs, reactive works, work requests; and
 - iv. Project management of major repairs and upgrades
- l) Irrigation services shall encompass all the PTBC's assets including:
 - i. All pipe work including mains and lateral pipes and risers;
 - ii. All isolation valves and automatic control valves, valve boxes and lids;
 - iii. Solenoid valve component replacements;
 - iv. Air valve and quick coupling valves;
 - v. All sprinklers, sprays, emitters, and drip lines;
 - vi. All irrigation controllers, rain switches and other components that may be interfaced with the control systems;
 - vii. Irrigation satellites and control boards;
 - viii. All control wiring; and
 - ix. Irrigation pumps sets/boosters.

- m) Provide irrigation services to the C Class water system within the Primary Thoroughfare.
- n) Provide irrigation services to the A Class water system within the Primary Thoroughfare and in accordance with the PTBC's maintenance agreement with the PTBC.

Animal and Pest Management

- o) Arrange and oversee the treatment, management and control of wildlife within the Primary Thoroughfare.

Roads and Pathways

- p) Arrange and supervise the maintenance of the roads and pathways within the Primary Thoroughfare including sweeping, line marking, and adequate road safety signage as is necessary.
- q) Ensure the roads and pathways are kept free of all hazardous substances, material, debris and rubbish.
- r) Ensure the road sweeping vehicle operates in the direction of normal traffic flow and that it picks up all loose material such as dirt, sand, gravel and vegetative waste deposited against the kerbs.
- s) Arrange and oversee the road sanding of all brick paved areas within the Primary Thoroughfare as required to maintain the pavements in good condition.

Recreational Areas

- t) Arrange regular cleaning and maintenance of all recreational areas within the Primary Thoroughfare.
- u) Arrange, inspect and maintain all playground equipment and BBQs within the Primary Thoroughfare and ensure all applicable safety standards are met and certifications obtained and renewed as required.
- v) Arrange, inspect and maintain all outdoor furniture within the Primary Thoroughfare to ensure they are clean, safe and fit-for-purpose.
- w) Arrange, inspect and maintain all amenities and toilets within the Primary Thoroughfare to ensure they are clean, safe and fit-for-purpose.

Signage

- x) Arrange for the erection, regular cleaning and maintenance of all signage within the Primary Thoroughfare

Waste and Recycling

- y) Inspect and arrange for the removal of all litter within the Primary Thoroughfare on a regular basis and as directed by the PTBC from time to time.
- z) Arrange and supervise waste removal on a regular basis in accordance with the agreement between the PTBC and its waste contractor as directed by the PTBC from time to time.

Water Management

- aa) Manage and monitor maintenance of water meters on the Primary Thoroughfare and owned by the PTBC.
- bb) Arrange for a contractor to perform water meter reads and re-reads as required.
- cc) Manage a water meter platform/database.
- dd) Facilitate access for the City of Gold Coast to conduct periodic testing of the potable water supply within the Primary

Thoroughfare, and request results where available to ensure compliance with legislative standards.

DRAFT

SCHEDULE B – CODE OF CONDUCT

1. Knowledge and understanding

The Facilities Manager must have a good working knowledge and understanding of the Act, the *Building Units and Group Title Act 1980* (BUGTA) and this Code of Conduct, relevant to the Services to be provided.

2. Honesty, fairness and professionalism

- (a) The Facilities Manager must act honestly, fairly and professionally in supplying the Services;
- (b) The Facilities Manager must not attempt to unfairly influence the outcome of an election for the PTBC Executive Committee.

3. Skill, care and diligence

The Facilities Manager must exercise reasonable skill, care and diligence in providing the Services.

4. Acting in PTBC's best interests

The Facilities Manager must act in the best interests of the PTBC unless it is unlawful to do so.

5. Keeping the PTBC informed of developments

The Facilities Manager must keep the PTBC informed of any significant development or issue about an activity performed by or on behalf of the Facilities Manager for the PTBC.

6. Ensuring employees comply with the Act and Code

The Facilities Manager must take reasonable steps to ensure an employee, agent, contractor or officer of the Facilities Manager complies with the Act, the *Building Units and Group Title Act 1980* (BUGTA), any other applicable Law and this Code of Conduct, in providing the Services.

7. Fraudulent or misleading conduct

The Facilities Manager must not engage in fraudulent or misleading conduct in providing the Services herein.

8. Unconscionable conduct

The Facilities Manager must not engage in unconscionable conduct in providing the Services herein. Examples of unconscionable conduct include:

- (i) taking unfair advantage of the Facilities Manager's superior knowledge relative to the PTBC;
- (ii) requiring the PTBC to comply with conditions that are unlawful or not reasonably necessary;
- (iii) exerting undue influence on, or using unfair tactics against, the PTBC or a PTBC member.

9. Goods and services to be supplied at competitive prices

The Facilities Manager must take reasonable steps to ensure goods and services that are sourced for the PTBC are obtained or supplied at competitive prices.

10. Facilities Manager to demonstrate keeping of particular records

If the PTBC or the Executive Committee requests, in writing, the Facilities Manager is to show that it has kept the PTBC records as required under this Agreement. The Facilities Manager must comply with the

request within the reasonable period stated in the request.

DRAFT

SCHEDULE C – REPORTING

The Facilities Manager will provide the following reports to the PTBC at the frequency indicated:-

Report Name	Description	Frequency
Income & Expenditure	A detailed line-item income and expenditure statement compared to the budget referred to in 6.2 (b)	Monthly, within 7 business days of the month end
Maintenance Log	A list of completed maintenance tasks, including preventative maintenance schedules, reactive repairs, and details of work orders raised.	Monthly, within 7 business days of the month end
Outstanding issues	List all things on the Primary Thoroughfare requiring repair and on matters which are considered to be creating a hazard or danger.	Monthly, within 7 business days of the month end
Asset status	Updates on the condition of critical facility equipment, including potential failures or degradation.	Monthly, within 7 business days of the month end
Risk reports	Documentation of any accidents, emergencies, or service disruptions within the facility.	Monthly, within 7 business days of the month end
Compliance reports	Confirmation of adherence to relevant safety and regulatory standards.	Monthly, within 7 business days of the month end

SCHEDULE D – MINIMUM REQUIREMENTS FOR CONTRACTORS

Where the Facilities Manager arranges a service provider to complete works required under this Agreement, the Facilities Manager must ensure that the service provider complies with the following:

- a) be registered as a business for tax purposes in Australia;
- b) have a minimum \$20 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover);
- c) have a minimum \$1 million Professional Indemnity Insurance (where applicable);
- d) have Statutory Workers Compensation insurance (where applicable);
- e) hold all licences as relevant to services provided;
- f) have an established Quality Management system (Consultants only);
- g) present current work, health and safety certifications;
- h) have an established Health & Safety Management system;
- i) accept the approved terms and conditions of engagement and any code of conduct as approved by the PTBC from time to time.

SCHEDULE E – PTBC EXPENDITURE POLICY (FACILITIES)

PART A: Committing to or incurring expenditure on behalf of the PTBC

1. The Facilities Manager has no authority to incur expenditure on behalf of the PTBC unless the expenditure:
 - a. is to come from the Administration Fund and it relates to:
 - i. a single transaction up to \$4,500 for budgeted expenditure in accordance with clause 5.1a); or
 - ii. emergency work as defined in clause 5.1c) which the PTBC retrospectively approves; or
 - b. is approved by the PTBC in general meeting.
2. A budgeted amount is not authority for expenditure.
3. Where expenditure is unbudgeted, consideration must be given to whether a special levy is required to be raised to meet the expenditure proposed.
4. The Manager will not issue a work order without, where necessary, written evidence of the appropriate motion having been successfully carried in a general meeting of the PTBC.

PART B: Approving expenditure

The Facilities Manager must ensure that for any proposed expenditure, the following number of quotations are obtained:

Quotations for expenditure (for work to be performed or for the purchase of personal property)	Expenditure Type		
	Admin Fund Budgeted	Admin Fund Unbudgeted	Sinking Fund Expenditure
Value of expenditure ≤ \$4,500	1 quote		
Value of expenditure between \$4,501 & \$50,000	2 quotes		
Value of expenditure between \$50,001 & \$250,000	3 quotes		
Value of expenditure ≥ \$250,001	A Tender Process is Required under instruction from the PTBC		

NB: If a quote cannot be obtained it will be sufficient for communication from a contractor to record that it is unable to quote on the work

PART C: Paying expenses of the PTBC

The Facilities Manager must ensure that approval from the following Executive Committee members is obtained before paying for invoices of the PTBC:

	Expenditure Type		
	Admin Fund Budgeted	Admin Fund Unbudgeted	Sinking Fund Expenditure
Invoices for works, services and goods			
Invoice Value ≤ \$2,250	No approval required	PTBC Treasurer	
Invoice Value between \$2,251 & \$4,500	PTBC Treasurer		
Invoice value ≥ \$4,501	PTBC Chairperson & PTBC Treasurer		

NB: All amounts listed are exclusive of GST

NB: For Part C, the PTBC Chairperson and PTBC Treasurer may nominate another Executive Committee member in their absence.

Executed as an Agreement in Queensland.

THE COMMON SEAL of SANCTUARY COVE)
PRIMARY THOROUGHFARE BODY CORPORATE is affixed)
in accordance with section 25 of the *Sanctuary Cove*)
Resort Act 1985 (Qld))

Name of Secretary of Executive
Committee

*Signature of Secretary of Executive
Committee*

Name of Executive Committee Member

Signature of Executive Committee Member

EXECUTED by SANCTUARY COVE COMMUNITY)
SERVICES LIMITED ACN 119 669 322 in)
accordance with section 127 of the *Corporations*)
Act 2001 (Cth) by:)

Name of Director

Signature of Director

Name of Director/Secretary

Signature of Director/Secretary

21 October 2025

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

By email only: ptbc@scove.com.au

Dear Mrs Syrett,

EXTENSION – SECURITY SERVICES USER AGREEMENT

The Sanctuary Cove Primary Thoroughfare Body Corporate and Sanctuary Cove Security Services Pty Ltd (**SCSS**) are parties to a Security Services User Agreement dated 1 November 2021 for the provision of security services to the Primary Thoroughfare Zones (the **Agreement**).

The Agreement is due to expire on 31 October 2025.

SCSS had anticipated being in a position to propose a new Security Services User Agreement for the PTBC's consideration prior to the expiry of the Agreement. However, SCSS requires additional time to conduct a more in-depth and holistic review of the current terms (including cost allocations) of all agreements that it provides security services under.

We apologise for the delay and understand that the PTBC would have been looking forward to seeing a new and modernised agreement to govern its security arrangements. This will be a priority for SCSS in 2026, and the company looks forward to keeping the PTBC informed of the progress it makes across the year.

Enclosed please find an annexure for execution that varies the Agreement by extending its term.

We look forward to receiving the executed annexure.

Yours sincerely,



Cassie McAuliffe
General Manager
Sanctuary Cove Community Services Limited

ANNEXURE: Extension of Security Services User Agreement

Sanctuary Cove Primary Thoroughfare 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 Primary Thoroughfare Zones (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 2025 and an end date of 31 October 2026 (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 and replacing it with “1 November 2025”;
 - (d) Schedule 2, paragraph 3 is deleted and replaced with “The period from 1 November 2025 to 31 October 2026”.

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 PRIMARY**)
THOROUGHFARE 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

22 October 2025

Sanctuary Cove Body Corporate Services
PO Box 15
Sanctuary Cove Qld 4212

QUOTATION: 001025

Dear Shanyn

Please find below Sanctuary Cove Golf and Country Club's quotation for the maintenance of the perimeter fence line for the period 1 November 2025 – 31 October 2026.

- Spraying of vegetation on and around the perimeter fencing (see below) x 9 services.
- Inspection of perimeter fence for damage and report to be produced x 9 services
- Cost: \$1,889 plus GST per service
- Notes and exclusions:
 - Standard insurances, Workers Compensation and Public Liability are included. No allowance for any insurance aside from these has been allowed for.
 - No provision has been made for "fence repairs".
- Validity:
 - This quotation is valid for 14 days from the above date.
- Payment:
 - Payment terms outlined in the invoices issued at the end of each month.

Please confirm if you wish to proceed, alternatively please do not hesitate to contact me on 07 5699 9000 if you have any queries.

Kind regards



Aaron Weiss
Finance and Commercial Manager
Sanctuary Cove Golf and Country Club Pty Limited



SANCTUARY COVE
GOLF AND COUNTRY CLUB
Pty Limited



- Section 4 – Spray and Slash vegetation including fence and 1m from the fence (inside golf boundary)
- Section 5 – Spray and Slash vegetation including fence and 2m from the fence (inside golf boundary)
- Section 6 – Spray and Slash vegetation including fence and 1m on each side of the fence
- Section 7 - Spray and Slash vegetation including fence and 1m from the fence (inside golf boundary)
- Section 8 - Spray and Slash vegetation including fence and 1m on each side of the fence

Sanctuary Cove Primary Thoroughfare Body Corporate - Sinking fund Expenditure (Projects 2025/2026)					
Asset Class	Replacement Cost - AssetFinda (AF)	Sinking Fund – Individual Projects Estimated FY 2026	Proposed Estimated Spend 2025/2026	Projects	Additional Notes - FSM
Bridges_PTBC		\$ 30,000	\$ 30,000	Pines Bridge Repairs	Estimation only – pending receipt of Instrada 2024/2025 inspection reports.
Buildings_PTBC	\$ 8,480	\$ 10,000	\$ 10,000	Air conditioning unit replacement	
Electrical_PTBC	\$ 29,447	\$ 300,000	\$ 300,000	Lighting upgrade (deferred from 2023/2024)	Replacement of light fittings and posts along Entry Boulevard
Facilities_Equip_PTBC					
FTTH_PTBC					
Irrigation_Mains_PTBC					
Irrigation_Valves_PTBC	\$ 782				
Kerb_PTBC	\$ 21,755	\$ 650,000	\$ 25,000	Re-kerbing Marine Drive North Entry	Year 1 of 3: Year 2 estimated at \$560,000; Year 3 at 420,000
Landscape_PTBC	\$ 30,000	\$ 50,000	\$ 50,000	General landscaping upgrades	
Path_PTBC					
Pump_Station_PTBC			\$ 10,000		Pump Station 18 - Contingency
Reports		\$ 20,000	\$ 25,000		
Security_System_PTBC			\$ 125,000	CCTV Server upgrades + Switch replacements	CCTV Server upgrades
Stormwater_Line_PTBC					
Stormwater_Point_PTBC					
Switchboard_Meter_PTBC					
Thoroughfare_PTBC (Roads)		\$ 805,000	\$ 25,000	Repaving Marine Drive North Entry	Year 1 of 3: Year 2 estimated at \$650,000; Year 3 at \$550,000
Wall_Fences_PTBC			\$ 30,000		Contingency allowance for fence replacements
Wastewater_Line_PTBC					
Wastewater_MH_PTBC					
Water_lines_PTBC					
Water_Point_PTBC	\$ 21,009	\$ 25,000	\$ 25,000	Water point replacements	Based on AssetFinda modelling
Allocation of Budget Levy		\$ 1,097,000			
Total	\$ 111,472.84	\$ 1,890,000	\$ 655,000		

Sanctuary Cove Primary Thoroughfare Body Corporate - Sinking fund Expenditure (Projects 2024/2025)					
Projects Carry Over from 2024/2025					
	Budgeted/Estimated spend 2024/2025	Approved	Spend (to date)	Remaining	Status
Building Management System	\$ 10,353.35	\$ 10,353.35	\$ 999.20	\$ 9,354.15	In Progress
Security - Intercom upgrade	\$ 46,633.25			\$ 46,633.25	Awaiting Approval
Class A Water		\$ 105,494.33		\$ 105,494.33	In Progress
Total Estimated Spend 2024/2025 projects				\$ 161,481.73	
Total Estimated Spend 2025/2026 projects				\$ 655,000.00	
Total Estimated Spend Sinking Fund				\$ 816,481.73	



AUTHORISATION FOR BODY CORPORATE EXPENDITURE

DOCUMENT CONTROL NO# DF 502040

VERSION NO#1

Entity: ☐ PBC ☒ PTBC

Project/Works Name: Entry Lakes – Inspection/Maintenance

Brief Description of Works: Inspect and treatment of the 2x entry lakes.

Location: PTBC – Adelia and Caladenia lakes

Type of Funding: ☒ Admin Fund ☐ Sinking Fund

Amount to be Approved \$20,800 ex GST

Code: 12420 – Grounds and Gardens

Priority Level: ☐ High ☒ Medium ☐ Low

Scope of Works:

Undertake inspections of the two entry lakes during the months of November, December, January, February, March, April, September, and October. Following each inspection, apply appropriate water treatment chemicals as required based on water quality conditions and the presence of algae or other contaminants.

Reason for Works:

These works are essential to maintaining the health, safety, and visual appeal of the lakes, which form key entry features to the resort and adjoin with the Adelia and Caladenia bodies corporate. Regular inspections and treatments help the PTBC maintain water quality by preventing the buildup of algae, weeds, and harmful bacteria that could cause odours or harm wildlife, while also preserving the visual amenity.

Risks or Impacts:

Failure to undertake these works could lead to a rapid decline in water quality, including algal blooms, weed overgrowth, and the presence of harmful bacteria, which may pose risks to wildlife and public health. Untreated water can also produce unpleasant odours and become discoloured or unsightly, significantly diminishing the visual amenity of the entrance.

Quotes Received:

Company Name	Quote Amount (ex GST)	Notes (if applicable)
Weed blitz	\$ 2,600 per service	8x services = \$20,800 ex GST

Additional Notes:

One quote has been sourced for these works, with pricing remaining consistent with 2024/2025 rates. The selected contractor is the current incumbent responsible for lake maintenance and also services the golf course, ensuring a consistent standard of water quality and presentation across the resort. Their performance and reporting to date have been of a high standard, with no issues identified.

Attachments: Quote – Weed blitz

Submitted By: [Your Name]

Date: [DD/MM/YYYY]

QUOTE

QUOTATION FOR LAKES APPLICATIONS
DATE:23/9/25

Peter Cronin Weed blitz

0419706026
Pl.cronin@hotmail.com

TO Eliza Court/Shanyn Fox
Sanctuary Cove Body corporate Pty Ltd.
Community services Limited.

AREA	JOB	PAYMENT TERMS	DUE DATE
Residents' lakes -Reflection and Top	Inspect and spray 2 x lakes	Due on receipt	TBC

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
November, December 2025 January, February, March, April, September & October 2026	Inspect and spray lakes for algae and prickly water nymph weed	2600.00	2600.00
	The price per month is \$2600.00		
	GST prices per month are \$260.00		
	Total per month is \$2860.00		
	Total cost for November /December 2025 months is \$5,720.00		
	Total cost for January/February/March/April/September &October is \$17,160.00		
	Monthly cost		
			\$2600.00
GST			\$260.00

TOTAL

\$2860.00

Quotation Prepared by: Peter Cronin _____

This quotation is subject to the following conditions: Inclement weather, access restriction

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Motion: Sale of vehicles to Sanctuary Cove Community Services Limited (by ordinary resolution)

That the PTBC agrees to sell its interest in the below eight (8) vehicles to Sanctuary Cove Community Services Limited at the book value as shown in column D (totaling \$70,856.70), with the proceeds from the sale to be returned to the PBC and PTBC proportional to each entity's contribution to the purchase price as shown in column E (PBC: 70% (\$49,599.69) and PTBC 30% (\$21,257.01)).

And further, that the PTBC agrees to enter into the Contract for the Sale of Vehicles generally on the terms set out in the agreement circulated with the agenda, with any two Executive Committee members authorised to sign the agreement on behalf of the PTBC.

	A	B	C	D	E	
				Effective Life 5 Years	Purchase Price Based on Book Value	
	Vehicles	Year	Cost	Book Value*	PBC	PTBC
1	Toyota Hilux 4x2 Workmate Cab Chassis	2025	\$37,070.70	\$37,070.70	\$25,949.49	\$11,121.21
2	Toyota Hilux 4x2 Workmate Cab Chassis	2023	\$39,107	\$23,464	\$16,425	\$7,039
3	Toyota Hilux 4x2 Workmate Cab Chassis	2020	\$23,111	-	-	-
4	Toyota Hilux 4x2 Workmate Cab Chassis	2020	\$20,727	-	-	-
5	Toyota Hilux 4x2 Workmate Cab Chassis	2020	\$23,111	-	-	-
6	Tomberlin (2 seater)	2021	\$13,839	\$2,768	\$1,937	\$830
7	Tomberlin Revenge (4 seater)	2022	\$13,839	\$4,152	\$2,906	\$1,246
8	Tomberlin Revenge (2 seater)	2022	\$11,339	\$3,402	\$2,381	\$1,021

**This cost includes accessories*

Explanatory note

The PBC is the owner of 8 vehicles that it purchased across 2020 – 2025. Of those vehicles:

- five (5) are Toyota Hilux Utes assigned to five (5) members of the Facilities Services Team for the purpose of providing the contracted facilities services; and
- three (3) are buggies used by the Facilities Services Team, the Compliance Officer, the Building Approvals Officer and the Body Corporate Management Team across the Resort.

Although registered as a PBC asset, the PTBC contributed to 30% of the purchase price of each vehicle.

The Board has determined that the vehicles should more appropriately be owned by Sanctuary Cove Community Services Limited (the **Company**) and has offered to purchase the vehicles from the PBC/PTBC at book value.

If the PTBC agrees, it should provide its consent to transfer the vehicles to the Company's name.

A copy of the Contract for the Sale of Vehicles has been circulated with a copy of the agenda.

Contract for the Sale of Vehicles

Sanctuary Cove Community Services Limited

Sanctuary Cove Principal Body Corporate

Sanctuary Cove Primary Throughfare Body Corporate

Contract for the Sale of Vehicles

Date: _____

Parties

Sanctuary Cove Community Services Limited ACN 119 669 322 (the **Company**) of Shop 1A, Building 1, Masthead Way, Sanctuary Cove QLD 4212

AND

Sanctuary Cove Principal Body Corporate (the **PBC**) of Shop 1A, Building 1, Masthead Way, Sanctuary Cove QLD 4212

AND

Sanctuary Cove Primary Throughfare Body Corporate (the **PTBC**) of Shop 1A, Building 1, Masthead Way, Sanctuary Cove QLD 4212

Background

- A. The PBC is the owner of the Vehicles.
- B. The PTBC contributed to the purchase of the Vehicles.
- C. By resolution in general meeting, the PBC and PTBC have agreed to sell the Vehicles to the Company, and the Company has agreed to purchase the Vehicles from the PBC, on the terms set out in this Agreement.

Agreed Terms

1. Definitions and interpretation

1.1 Definitions

In this Agreement:

Agreement means this document being the Contract for the Sale of Vehicles.

Vehicles means the eight (8) vehicles set out in the table in Schedule A.

PBC Account means the following bank account details of the PBC:

Name: PBC GTP 202

Account Number: 22570191

BSB: 124367

PTBC Account means the following bank account details of the PTBC:

Name: PTBC GTP 201

Account Number: 22570192

BSB: 124367

PBC Portion means \$49,599.69 (excl GST) which accounts for 70% of the total Purchase Price.

PTBC Portion means \$21,257.01 (excl GST) which accounts for 30% of the total Purchase Price.

Contract for the Sale of Vehicles

Purchase Price means \$70,856.70 (excl GST) which is made up of the price for each of the Vehicles as set out in the table in Schedule B.

1.2 Interpretation

1.2.1 Headings are for convenience only and do not affect interpretation.

1.2.2 Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it.

1.2.3 The following rules apply unless the context requires otherwise.

- a) The singular includes the plural, and the converse also applies.
- b) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- c) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- d) A reference to a clause or Schedule is a reference to a clause of, or Schedule to, this Agreement.
- e) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document.
- f) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- g) A reference to a party includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- h) A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- i) A reference to dollars or \$ is to Australian currency.

2. Sale and Purchase of Vehicles

2.1 The PBC will sell, transfer and deliver to the Company the Vehicles on or before 21 November 2025.

2.2 The Company will accept the Vehicles and pay the Purchase Price for the Vehicles in accordance with clause 3 of this Agreement.

2.3 The Company is responsible for the payment of any vehicle registration duty.

3. Payment

Contract for the Sale of Vehicles

- 3.1 The PBC and PTBC will provide a valid tax invoice to the Company setting out the cost of the Vehicles that aligns with Schedule B. The invoice must comply with the requirements imposed by the Australian Taxation Office.
- 3.2 The Company will make payment of the Purchase Price for the Vehicles at the time the Vehicles are delivered, in accordance with clause 4 below.
- 3.3 The parties agree that the Company will pay the Purchase Price in the following way:
- 3.1.1 By electronic transfer to:
- a) The PBC Account in the amount of the PBC Portion; and
 - b) The PTBC Account in the amount of the PTBC Portion.
- 3.4 The Company will (immediately upon payment of the Purchase Price) provide proof of payment to both the PBC and PTBC by way of a receipt or similar, produced by its bank.
- 4. Delivery of Vehicles**
- 4.1 The Vehicles will be deemed received by the Company when delivered to the Company by the PBC at Shop 1A, Building 1, Masthead Way, Sanctuary Cove, Queensland.
- 5. Warranties**
- 5.1 The Company acknowledges that it has inspected the Vehicles and accepts them in their current condition.
- 5.2 The parties acknowledge that the Vehicles are sold “as-is” with no warranties expressed or implied.
- 6. Safety Certificate**
- 6.1 The PBC and PTBC are responsible for paying for and obtaining a safety certificate which must be provided to the Company at the time of, or prior to, delivery under clause 4.
- 7. Transfer of Ownership**
- 7.1 Upon receiving confirmation of payment of the Purchase Price in their respective portions, the PBC and PTBC will provide the Company with any necessary documentation or take any necessary steps to transfer ownership of the Vehicles.
- 8. General Provisions**
- 8.1 Variation
This Agreement cannot be modified in anyway except in writing signed by all parties to this Agreement.
- 8.2 Governing law and jurisdiction
The laws of Queensland apply to this Agreement and each party submits to the jurisdiction of the courts of the State of Queensland.
- 8.3 Severability
If a provision of this Agreement is illegal, invalid, unenforceable or void it is severed and the remainder of this Agreement has full force and effect.
- 8.4 Counterparts

Contract for the Sale of Vehicles

8.4.1 This Agreement may be executed in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument. If so signed, the signed copies are treated as a making up the one document and the date on which the last counterpart is executed will be the date of the Agreement.

8.4.2 A party who has executed a counterpart of this Agreement may deliver it to, or exchange it with, another party by emailing a PDF copy of the executed counterpart to that other party.

8.5 Entire Agreement

This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. The Company acknowledges that it has not relied upon any representations of the PBC or the PTBC as to the prospective performance of the Vehicles, but has relied upon its own inspection and investigation of the Vehicles.

Signing Page

EXECUTED as an Agreement.

Signed by **SANCTUARY COVE COMMUNITY SERVICES LIMITED ACN 119 669 322** in accordance with section 127 of the *Corporations Act 2011* (Cth) by:

Signature Director

Signature of Director

Name of Director

Name of Director

THE COMMON SEAL of **SANCTUARY COVE PRINCIPAL BODY CORPORATE** is affixed in accordance with the *Sanctuary Cove Resort Act 1985* (Qld)

Signature Executive Committee Member

Signature of Executive Committee Member

Name of Executive Committee Member

Name of Executive Committee Member

Position held on Executive Committee

Position held on Executive Committee

THE COMMON SEAL of by **SANCTUARY COVE PRIMARY THOROUGHFARE BODY CORPORATE** in accordance with the *Sanctuary Cove Resort Act 1985* (Qld)

Signature Executive Committee Member

Signature of Executive Committee Member

Name of Executive Committee Member

Name of Executive Committee Member

Position held on Executive Committee

Position held on Executive Committee

SCHEDULE A

#	Make	Model	Badge	Body Type	Transmission	Fuel	Colour	Year	Kms	Registration	VIN/Serial Number
1	Toyota	Hilux	Workmate	Single Cab Chassis	Automatic	Petrol	Glacier White	2025	TBC	663OD3	MROCX3CB504354534
2	Toyota	Hilux	Workmate	Single Cab Chassis	Automatic	Petrol	Glacier White	2023	TBC	813IL2	MROCX3CB04345179
3	Toyota	Hilux	Workmate	Single Cab Chassis	Automatic	Petrol	Glacier White	2020	TBC	769AD5	MROCX3CB904317700
4	Toyota	Hilux	Workmate	Single Cab Chassis	Automatic	Petrol	Glacier White	2020	TBC	766AD5	MROCX3CB804317090
5	Toyota	Hilux	Workmate	Single Cab Chassis	Automatic	Petrol	Glacier White	2020	TBC	767AD5	MROCX3CB404317037
6	Tomberlin	Unknown	-	2 Seater	-	-	White	2021	TBC	2711C0	TE2834MF409526
7	Tomberlin	Revenge	-	4 Seater	-	-	Blue	2022	TBC	8025C0	TE2834MF409980
8	Tomberlin	Revenge	-	2 Seater	-	-	Blue	2022	TBC	8024C0	TE2836MF409981

SCHEDULE B

#	Price* (Book Value)	PBC Contribution (70%)	PTBC Contribution (30%)
1	\$37,070.70	\$25,949.49	\$11,121.21
2	\$23,464.00	\$16,425.00	\$7,039.00
3	\$Nil	\$Nil	\$Nil
4	\$Nil	\$Nil	\$Nil
5	\$Nil	\$Nil	\$Nil
6	\$2,768.00	\$1,937.00	\$830.00
7	\$4,152.00	\$2,906.00	\$1,246.00
8	\$3,402.00	\$2,381.00	\$1,021.00

NB: The numbers in the “#” column correlate to the Vehicles listed in the table in Schedule A represented by the same #.

**This price is excluding GST*

Proxy form for Body Corporate meetings

Building Units and Group Titles Act 1980

Section 1 – Body corporate secretary details

Name: The Secretary

Address of scheme: C/- Sanctuary Cove Primary B/C, PO Box 15 SANCTUARY COVE, QLD, 4212

Section 2 – Authorisation

Notes: The Regulations set out a number of restrictions on the use of proxies, including an ability for the body corporate to further restrict their use including prohibition. If there is insufficient space, please attach separate sheets.

I/we

Name of owner 1:

Signature: **Dated:** ____ / ____ / ____

Name of owner 2:

Signature: **Dated:** ____ / ____ / ____

being the Proprietor/s of the following Lot/s

Lot number/s: **Plan number:**

Name of Body Corporate:

SANCTUARY COVE PRIMARY

hereby appoint,

Proxy (full name):

as my/our proxy to vote on my/our behalf (*including adjournments*) at (please tick **one**)

☐ The body corporate meeting to be held on ____ / ____ / ____

☐ All body corporate meetings held before ____ / ____ / ____ (*expiry date*)

☐ All body corporate meetings held during the rest of the body corporate's financial year unless I/we serve you with a prior written withdrawal of the appointment

unless I/we serve you with a prior written withdrawal of the appointment of Proxy.

Signature of proxy holder: **Dated:** ____ / ____ / ____

Residential address:

Suburb: **State:** **Postcode:**

Postal address:

Suburb: **State:** **Postcode:**

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.