

# 443 QUEEN STREET CTS 56097

## DISCLOSURE DOCUMENTS

TO:

**Please note**; these Disclosure Documents including the Statutory Disclosure Statements are also given to any additional party who becomes a Buyer under the Sale Contract for the Lot (whether or not named above).

Complete  
Buyer's  
full name

FROM: **CBUS PROPERTY BRISBANE PTY LTD ACN 169 683 292**

RE: Sale of Lot No. \_\_\_\_\_ in SP 284675, **443 QUEEN STREET CTS 56097**

Insert Lot  
Number

### Contents of Disclosure Documents

1. Statutory Disclosure Statements;
2. Asset Register;
3. SP 284675;
4. Community Management Statement;
5. Body Corporate Manager's Agreement;
6. Management Engagement & Letting Authorisation Agreement;
7. Utility Billing Agreement;
8. Origin Centralised Energy Equipment Agreement - Gas, Hot Water Equipment & Electricity Metering; and
9. Alarm Agreement
10. EV Charging Infrastructure Maintenance Agreement; and
11. Description of Scheme Land.

### SIGNING OF ALL OF STATUTORY DISCLOSURE STATEMENTS AND NOTICES INCLUDING SECTION 206 STATEMENT BY SELLER

Date \_\_\_\_\_ 201\_\_\_\_.

.....  
By the Seller or for and on behalf of the Seller  
by its duly authorised signatory/agent or duly constituted attorney.

**The Buyer acknowledges receiving these Disclosure Documents and the Statutory Disclosure Statements contained within them duly signed by the Seller before the Seller and Buyer have entered into the Sale Contract**

.....  
Please note, all Buyers shown on the Sale Contract must sign

**VERSION 1**  
**27 October 2023**

## STATUTORY DISCLOSURE STATEMENTS

### TERMINOLOGY

In these Statutory Disclosure Statements and these Disclosure Documents:

1. Expressions used and defined in the Sale Contract have the meaning so defined.
2. **Including** is not a word of limitation.

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### SEPARATE STATEMENTS & NOTICES

The statements or notices given by the Seller to the Buyer in these Statutory Disclosure Statements:

1. are separate statements or notices;
2. should be read by the Buyer as separate statements or notices; and
3. are:
  - a. for the sake of convenience, signed once on the cover sheet of these Disclosure Documents; and
  - b. given and to be taken as if each were individually and separately signed (and, if applicable, dated),

by the Seller or, as applicable, the Seller's agent or a person authorised by the Seller.

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### BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997 ("BCCM Act") – SECTION 206 STATEMENT

#### GST

All references to amounts in this Section 206 Statement are to amounts inclusive of GST.

Pursuant to Section 206 of the BCCM Act, the Seller states as follows:

|  |             |  |
|--|-------------|--|
| <b>Body Corporate Manager</b><br>(S.206(2)(a) BCCM Act)  |             |  |
| <i>It is the duty of the Body Corporate Manager to act for the Body Corporate for issue Body Corporate information certificates.</i> | (name)      | SSKB   |
|  | (address)   | Level 6, 270 Adelaide Street, Brisbane, QLD 4000 |
|  | (telephone) | 07 3010 5555                                     |
|  | (email)     | biosia@sskb.com.au                               |

|   |   |  |                 |
|---|---|--|-----------------|
| <b>Annual Contributions and Levies</b><br><i>(S.206(2)(b) BCCM Act)</i>                                     |   |  |                 |
|   | <b>Administrative Fund</b>  | <b>Amount per contribution entitlement</b> | <b>Due Date</b> |
|   | 01/11/2023 - 31/01/2024   | \$33.10                                    | 1/12/2023       |
|   | 01/02/2024 - 31/05/2024   | \$43.55                                    | 01/02/2024      |
|   | 01/06/2024 - 30/09/2024   | \$43.91                                    | 01/06/2024      |
|   | 01/10/2024 - 31/01/2025   | \$43.91*                                   | 01/10/2024      |
|   | <b>Sinking Fund</b>   | <b>Amount per contribution entitlement</b> | <b>Due Date</b> |
|   | 01/11/2023 - 31/01/2024   | \$9.95                                     | 1/12/2023       |
|   | 01/02/2024 - 31/05/2024   | \$13.09                                    | 01/02/2024      |
|   | 01/06/2024 - 30/09/2024   | \$13.19                                    | 01/06/2024      |
|   | 01/10/2024 - 31/01/2025   | \$13.19*                                   | 01/10/2024      |
| <b>* Advance issue.</b>   | <b>Insurance Levy</b>   | <b>Amount per interest entitlement</b>     | <b>Due Date</b> |
|   | 01/11/2023 - 31/01/2024   | \$7.08                                     | 1/12/2023       |
|   | 01/02/2024 - 31/05/2024   | \$9.30                                     | 01/02/2024      |
|   | 01/06/2024 - 30/09/2024   | \$9.38                                     | 01/06/2024      |
|   | 01/10/2024 - 31/01/2025   | \$9.38*                                    | 01/10/2024      |
|   | The contribution entitlements and interest entitlements for the Lot are set out in the Community Management Statement contained within these Disclosure Documents.  |  |                 |
| <b>Improvements on Common Property for which Buyer will be Responsible</b><br><i>(S.206(2)(c) BCCM Act)</i> | As shown in the Community Management Statement contained within these Disclosure Documents, otherwise Nil.  |  |                 |
| <b>Body Corporate Assets Required to be Recorded on Register</b><br><i>(S.206(2)(d) BCCM Act)</i>           | As shown in the Asset Register contained within these Disclosure Documents.   |  |                 |
| <b>Body Corporate Committee</b><br><i>(S.206(2)(e) BCCM Act)</i>  | A Committee will not be chosen until the first annual general meeting of the Body Corporate. Once the first annual general meeting for the Body Corporate has taken place there will be a Committee. No Body Corporate Manager is engaged or will be engaged to perform the functions of a Committee. |  |                 |
| <b>Information prescribed under Regulation Module</b><br><i>(S.206(2)(f) BCCM Act)</i>                      | Nil   |  |                 |
| <b>Signing</b><br><i>(S.206(3) BCCM Act)</i>  | This Section 206 Statement is signed on the cover page of these Disclosure Documents by the Seller or by a person authorised to act for the Seller.   |  |                 |

In addition to the statement set out above, the Section 206 Statement comprises those portions of the material contained in these Disclosure Documents that is necessary to constitute a "disclosure statement" as required by section 206 of the BCCM Act and no other portions of the Disclosure Documents.

To the extent of any inconsistency between the disclosures set out above and the balance materials contained in these Disclosure Documents, the disclosure set out above prevails.

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## SECTION 223 BCCM ACT – IMPLIED WARRANTIES

Refer to Body Corporate Agreements contained within these Disclosure Documents.

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## SAFETY SWITCH

The Seller gives written notice to the Buyer that an approved safety switch for the general purpose socket has been installed in the Lot.

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## SMOKE ALARMS

The Seller gives written notice to the Buyer that smoke alarms complying with the *Fire and Emergency Services Act 1990* have been installed in the Lot.

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## POWER OF ATTORNEY

Pursuant to Section 211 of the BCCM Act, the Seller states as follows:

1. Under the Sale Contract for the Lot, so far as is lawful, the Buyer irrevocably appoints, jointly and severally, the Seller and each director of the Seller, to be an attorney of the Buyer and its company nominee (**Attorney**) on the terms and for the purposes set out below.
2. If the Seller is a company or company trustee, the Power of Attorney may be exercised by an authorised corporate representative of the Seller.
3. The Power of Attorney may be used for the following purposes:
  - (a) in relation to Body Corporate matters:
    - (i) to appoint or revoke the appointment of a voter for a general meeting of the Body Corporate within the meaning of "voter" for a general meeting of the Body Corporate under the Regulation Module and to give all necessary notifications of the appointment or revocation to the Body Corporate so that the details of the appointment or revocation may be entered into the Body Corporate roll;
    - (ii) to request that a meeting of the Body Corporate be held and to attend and vote (or do either) in the name of the Buyer at all or any meetings of the Body Corporate or the Committee, to the exclusion of the Buyer if present; and
    - (iii) to complete, sign and lodge any voting paper or any other document (including a proxy, appointment form, notice asking for an extraordinary general meeting, corporate owner nominee notification form or other representative notification form and any other notice under the Regulation Module) to allow the Seller to call for any meeting or to attend at or vote in the name of the Buyer at all or any meetings of the Body Corporate or of the Committee,



in respect of any motion or resolution for or relating to any one or more of the matters or things set out below:

- (A) the engagement of a body corporate manager, service contractor or authorisation of a letting agent on terms determined by the Seller;
  - (B) authorising or ratifying the entry by the Body Corporate into the Body Corporate Agreements on terms generally the same as those terms contained in these Disclosure Documents;
  - (C) authorising the consent to a new community management statement to vary or omit a by-law or adopt new by-laws (including exclusive use by-laws),
  - (D) authorising a grant or allocation of exclusive use or other right over any of the Common Property, Body Corporate asset or the Scheme Land (including the allocation of parking spaces and storage spaces by exclusive use by-law to owners or occupiers of lots in the Scheme);
  - (E) authorising or ratifying a reconfiguration, transfer, lease, easement, licence, surrender or variation of any dealing involving the Common Property or Body Corporate asset;
  - (F) authorising the making of improvements to Common Property and Body Corporate assets including improvements to Common Property or assets that may benefit only some of the owners and/or occupiers;
  - (G) authorising the making of improvements or alterations to a lot in the Scheme if Body Corporate approval is required;
  - (H) authorising the entry by the Body Corporate into agreements with body corporates of other community titles schemes for the sharing of facilities;
  - (I) granting of an occupation authority under the Regulation Module in favour of any service contractor and/or letting agent for the Scheme;
  - (J) adopting a resolution to acquire or lease personal property that is required to facilitate the effective operation of the Body Corporate and the facilities provided for the use of owners and occupiers of the Scheme;
  - (K) the election of executive and ordinary members of the Committee;
  - (L) to authorise, ratify or give effect to anything disclosed to the Buyer in the Sale Contract or these Disclosure Documents;
  - (M) authorising the signing of any Queensland Land Registry documentation or similar documentation whether the documentation is pursuant to the *Land Title Act 1994* or some other statute or regulation to give effect to any authorisation, grant, allocation, easement, lease, surrender etc of the Body Corporate;
  - (N) authorising a variation to any of the Body Corporate Agreements; and
  - (O) prohibiting or restricting the use of any voting paper (or any other document including a proxy) by the Seller;
- (b) in relation to other matters to complete, to complete, sign and lodge any instrument of consent to any application for approval for the further carrying out of the Scheme or any part of it providing such application is for an approval which if granted and given effect to, will not have a direct material effect on the use or value of the Property.

4. The Power of Attorney may be exercised by an Attorney:
  - (a) in the Attorney's total discretion;
  - (b) to the exclusion of the Buyer;
  - (c) even if the exercise involves a conflict of interest or duty; and
  - (d) even if the Attorney has a personal interest in doing so.
5. The Power of Attorney is given from Settlement and expires 1 year after it is given and not sooner than that date.
6. The Sale Contract provides that while the Power of Attorney remains in effect, the Buyer must not transfer or assign the Lot except to a transferee or assignee who has first given a power of attorney in favour of the Seller and its directors, if a company, on the same terms as the Power of Attorney. If the Buyer does not comply with that provision, the Buyer indemnifies the Seller against all Costs, loss and damage incurred by the Seller as a result.
7. For the purposes of the grant of the Power of Attorney, the Seller includes any assignee of the Seller.

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#### SECTION 408 ENVIRONMENTAL PROTECTION ACT 1994 (SECTION 408 DISCLOSURE)

In accordance with Section 408 of the *Environmental Protection Act 1994*, the Seller gives written notice to the Buyer that the particulars of the land (which land is described as Lot 1 on SL 805627) as well as the Common Property have been recorded in a **Relevant Land Register**, see particulars **attached**.

In this Section 408 Disclosure:

The particulars and details **attached** form part of the disclosure and prevail to the extent of any inconsistencies (including inconsistencies in the description of the land).

**EMR** means the environmental management register kept by the administering authority under the *Environmental Protection Act 1994*.

**Relevant Land Register** means the **EMR**.



Department of Environment and Science (DES)  
ABN 46 640 294 485  
400 George St Brisbane, Queensland 4000  
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA  
www.des.qld.gov.au

**SEARCH RESPONSE**  
**ENVIRONMENTAL MANAGEMENT REGISTER (EMR)**  
**CONTAMINATED LAND REGISTER (CLR)**

The Search People  
GPO BOX 2746  
Brisbane  
Brisbane QLD 4001

Transaction ID: 50894720    EMR Site Id: 232744    25 October 2023  
Client Reference:  
Cheque Number:

This response relates to a search request received for the site:  
Lot: 9999    Plan: SP284675

**EMR RESULT**

The above site IS included on the Environmental Management Register.

The site you have searched has been subdivided from the following site, which IS included on the EMR or the CLR.

Lot: 1    Plan: SL805627  
Address: 443 QUEEN STREET  
BRISBANE 4000

The site has been subject to the following Notifiable Activity or Hazardous Contaminant.

**PETROLEUM PRODUCT OR OIL STORAGE** - storing petroleum products or oil -

(a) in underground tanks with more than 200L capacity; or

(b) in above ground tanks with -

(i) for petroleum products or oil in class 3 in packaging groups 1 and 2 of the dangerous goods code - more than 2,500L capacity; or

(ii) for petroleum products or oil in class 3 in packaging groups 3 of the dangerous goods code - more than 5,000L capacity; or

(iii) for petroleum products that are combustible liquids in class C1 or C2 in Australian Standard AS1940, 'The storage and handling of flammable and combustible liquids' published by Standards Australia - more than 25,000L capacity.

**CLR RESULT**

The above site is NOT included on the Contaminated Land Register.

**ADDITIONAL ADVICE**

All search responses include particulars of land listed in the EMR/CLR when the search was generated.

The EMR/CLR does NOT include:-


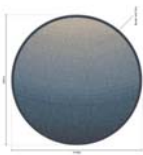


1. land which is contaminated land (or a complete list of contamination) if DES has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DES has not been notified









If you have any queries in relation to this search please email [emr.clr.registry@des.qld.gov.au](mailto:emr.clr.registry@des.qld.gov.au)









**Administering Authority**

## ASSET REGISTER









A copy of the asset register follows this page.











| ID | Area                   | Supplier       | Image   | Quantity | Finish / material Image | Item   | Supplier Contact   | Unit RRP Price per item (excl GST) | Total RRP (ex GST) | Trade Price excl GST | Total Trade Price (excl GST) |
|----|------------------------|----------------|---|----------|-------------------------|--|--|------------------------------------|--------------------|----------------------|------------------------------|
| 1  | Lobby Leve/Public Area | Ferreira De Sa |    | 1        |                         | Product Name: Custom Rug - Double Circle<br>Code: — Custom<br>Size: 5630MM x 3600mm (samli dia 2700mm) (Big Dia 3600mm)<br>Colour: 1. MIX OF COLORS FOR A GRADIENT EFFECT: T37; T36; T71; T17; T18 (Cut 16MM) COLOR FOR BORDER: T37 (Cut 8MM) 2. MIX OF COLORS FOR A GRADIENT EFFECT: T36; T18; T63 (Cut 16MM)<br>3. MIX OF COLORS FOR A GRADIENT EFFECT: T66; T31; T109; T747; T58; T59; V4; T24 (Cut 16MM)<br>COLOR FOR BORDER: T66 (Cut 8MM)<br>Finish: Quality: Hand-tufted<br>Material: Botanical Silk and Visrayon<br>Fixings: rods and carpet grippers are provided | Brand:<br>Supplier: Ferreira De Sa<br>Contact: Leon from Studio 216 (Singapore)<br>Phone: +65 9819 3265<br>Email: <a href="mailto:leon@studio216.co">leon@studio216.co</a> | \$58,330.40                        | \$58,330.40        | \$26,248.68          | \$26,248.68                  |
| 2  | Lobby Leve/Public Area | Ferreira De Sa |    | 1        |                         | Product Name: Custom Rug Circle<br>Code: — Custom<br>Size: Dia 2400MM<br>Colour: MIX OF COLORS FOR A GRADIENT EFFECT: T66; T31; T109; T747; T58; T59; V4; T24 (Cut 16MM) COLOR FOR BORDER: T66 (Cut 8MM)<br>Finish: Quality: Hand-tufted<br>Material: Botanical Silk and Visrayon<br>Fixings: rods and carpet grippers are provided  | Brand:<br>Supplier: Ferreira De Sa<br>Contact: Leon from Studio 216 (Singapore)<br>Phone: +65 9819 3265<br>Email: <a href="mailto:leon@studio216.co">leon@studio216.co</a> | \$16,575.00                        | \$16,575.00        | \$7,458.75           | \$7,458.75                   |
| 3  | Lobby Leve/Public Area | Ferreira De Sa |   | 1        |                         | Product Name: Tapestry Artwork - Motif 1<br>Code:<br>Size: 3000x6000MM<br>Colour:<br>Finish:   | Brand:<br>Supplier: Ferreira De Sa<br>Contact: Leon from Studio 216 (Singapore)<br>Phone: +65 9819 3265<br>Email: <a href="mailto:leon@studio216.co">leon@studio216.co</a> | \$25,500.00                        | \$25,500.00        | \$11,475.00          | \$11,475.00                  |
| 4  | Lobby Leve/Public Area | Ferreira De Sa |  | 1        |                         | Product Name: Tapestry Artwork - Motif 2<br>Code:<br>Size: 3000x6000MM<br>Colour:<br>Finish:   | Brand:<br>Supplier: Ferreira De Sa<br>Contact: Leon from Studio 216 (Singapore)<br>Phone: +65 9819 3265<br>Email: <a href="mailto:leon@studio216.co">leon@studio216.co</a> | \$25,500.00                        | \$25,500.00        | \$11,475.00          | \$11,475.00                  |









| ID | Area                      | Supplier    | Image   | Quantity | Finish / material<br>Image  | Item  | Supplier Contact   | Unit RRP Price<br>per item (excl<br>GST) | Total RRP (ex GST) | Trade Price excl<br>GST | Total Trade<br>Price (excl GST) |
|----|---------------------------|-------------|---|----------|---|---|--|--|--------------------|-------------------------|---------------------------------|
| 5  | Lobby Leve/Public<br>Area | Cosh Living |    | 1        |    | Product Name: Nomad Pouf Small<br>Code: C05032<br>Size: 610MM X 610MM X 485MM<br>Upholstry: RUSTIC WEAVE BROWN<br>Finish: THE BASE STRUCTURE IS FORMED FROM MARINE-PROOF MULTIPLEX SHEET AND EPS POLYMER (UPHOLSTERED WITH DRY FOAM) AND AN OUTDOOR FABRIC FOR UPHOLSTERY.<br>Notes: PRINTING COLOR MAY VARY FROM ACTUAL SAMPLE     | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$1,877.27                               | \$1,877.27         | \$1,407.95              | \$1,407.95                      |
| 6A | Lobby Leve/Public<br>Area | Cosh Living |    | 1        |    | Product Name: Nomad Pouf Medium<br>Code: C05033<br>Size: 915MM X 915MM X 430MM<br>Upholstry: linen oyster<br>Finish: the base structure is formed from marine-proof multiplex sheet and eps polymer (upholstered with dry foam) and an outdoor fabric for upholstery.<br>notes: printing color may vary from actual sample          | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$2,754.55                               | \$2,754.55         | \$2,065.91              | \$2,065.91                      |
| 6B | Lobby Leve/Public<br>Area | Cosh Living |    | 1        |    | Product Name: Nomad Pouf Large<br>Code:<br>Size: 1220MM X 1220MM X 430MM<br>Upholstry: LINEN OYSTER<br>Finish: THE BASE STRUCTURE IS FORMED FROM MARINE-PROOF MULTIPLEX SHEET AND EPS POLYMER (UPHOLSTERED WITH DRY FOAM) AND AN OUTDOOR FABRIC FOR UPHOLSTERY.<br>Notes: PRINTING COLOR MAY VARY FROM ACTUAL SAMPLE                | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$4,400.00                               | \$4,400.00         | \$3,300.00              | \$3,300.00                      |
| 7  | Lobby Leve/Public<br>Area | Cosh Living |  | 1        |  | Product Name: Senja 1 Seater arm low<br>Code: 0023203-x-y 1-seater arm low<br>Size: 1240MM X 920MM X 770MM (420MM SEAT HEIGHT)<br>Upholstered: RUSTIC WEAVE FRESCO<br>Finish: Powdercoated aluminium frame in Wenge, with nodic-style piped cushions in water resistant fabric.<br>Note: PRINTING COLOR MAY VARY FROM ACTUAL SAMPLE | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$5,390.91                               | \$5,390.91         | \$4,043.18              | \$4,043.18                      |






| ID  | Area                      | Supplier    | Image   | Quantity | Finish / material<br>Image  | Item   | Supplier Contact   | Unit RRP Price<br>per item (excl<br>GST) | Total RRP (ex GST) | Trade Price excl<br>GST | Total Trade<br>Price (excl GST) |
|-----|---------------------------|-------------|---|----------|---|--|--|--|--------------------|-------------------------|---------------------------------|
| 8   | Lobby Leve/Public<br>Area | Cosh Living |    | 1        |    | Product Name: Senja Right Corner arm low<br>- 3 Seater Sofa<br>Code: 023858-x-y Right Corner arm low<br>Size: 1880MM X 1160MM X 770MM<br>(420MM SEAT HEIGHT)<br>Upholstered: RUSTIC WEAVE FRESCO<br>Finish: Powdercoated aluminium frame in<br>Wenge, WITH NODIC- STYLE PIPED<br>CUSHIONS IN WATER-RESISTANT FABRICS.<br>Notes: PRINTING COLOR MAY VARY FROM<br>ACTUAL SAMPLE                              | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynn@coshliving.com">luke.rynn@coshliving.com</a> | \$7,959.09                               | \$7,959.09         | \$5,969.32              | \$5,969.32                      |
| 9   | Lobby Leve/Public<br>Area | Cosh Living |    | 1        |    | Product Name: Senja Meridienne left arm<br>low - 3 Seater Sofa<br>Code: 023302-x-y Meridienne left arm Low<br>Size: 1880MM X 1160MM X 770MM<br>(420MM SEAT HEIGHT)<br>Upholstered: RUSTIC WEAVE FRESCO<br>Finish: POWDERCOATED ALUMINIUM<br>FRAME IN WENGE, WITH NODIC- STYLE<br>PIPED CUSHIONS IN WATER-RESISTANT<br>FABRICS.<br>Notes: PRINTING COLOR MAY VARY FROM<br>ACTUAL SAMPLE                     | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynn@coshliving.com">luke.rynn@coshliving.com</a> | \$6,168.18                               | \$6,168.18         | \$4,626.14              | \$4,626.14                      |
| 10  | Lobby Leve/Public<br>Area | Cosh Living |    | 1        |    | Product Name: Senja Right Corner arm low<br>+ pouf<br>Code: 023866-x-y Right Coner arm low +<br>pouf<br>Size: 1880MM X 1160MM X 770MM<br>(420MM SEAT HEIGHT)<br>Upholstered: TAMAN WHITE<br>Finish: POWDERCOATED ALUMINIUM<br>FRAME IN WENGE, WITH NODIC- STYLE<br>PIPED CUSHIONS IN WATER-RESISTANT<br>FABRICS.<br>Notes: PRINTING COLOR MAY VARY FROM<br>ACTUAL SAMPLE                                   | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynn@coshliving.com">luke.rynn@coshliving.com</a> | \$6,168.18                               | \$6,168.18         | \$4,626.14              | \$4,626.14                      |
| 11A | Lobby Leve/Public<br>Area | Cosh Living |  | 1        |  | Product Name: Senja 2 Seater Deep Frame<br>in Wenge - Lounge Chair Half Back Rest<br>Code: 023867-x-y Left Corner arm lounge +<br>pouf<br>Size: 1880MM X 1160MM X 770MM<br>(420MM SEAT HEIGHT)<br>Upholstered: TAMAN WHITE<br>Finish: POWDERCOATED ALUMINIUM<br>FRAME IN WENGE, WITH NODIC- STYLE<br>PIPED CUSHIONS IN WATER-RESISTANT<br>FABRICS.<br>Notes: PRINTING COLOR MAY VARY FROM<br>ACTUAL SAMPLE | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynn@coshliving.com">luke.rynn@coshliving.com</a> | \$6,168.18                               | \$6,168.18         | \$4,626.14              | \$4,626.14                      |










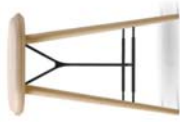








| ID    | Area                   | Supplier    | Image   | Quantity | Finish / material Image   | Item   | Supplier Contact   | Unit RRP Price per item (excl GST) | Total RRP (ex GST) | Trade Price excl GST | Total Trade Price (excl GST) |
|-------|------------------------|-------------|---|----------|---|--|--|------------------------------------|--------------------|----------------------|------------------------------|
| 11B   | Lobby Leve/Public Area | Cosh Living |    | 1        |    | Product Name: Senja 2 Seater Deep Frame in Wenge - Lounge Chair Half Back Rest<br>Code: 023867-x-y Left Corner arm lounge + pouf<br>Size: 1880MM X 1160MM X 770MM (420MM SEAT HEIGHT)<br>Upholstered: RUSTIC WEAVE FRESCO<br>Finish: POWDERCOATED ALUMINIUM<br>FRAME IN WENG, WITH NODIC-STYLE PIPED CUSHIONS IN WATER-RESISTANT FABRICS.<br>Notes: PRINTING COLOR MAY VARY FROM ACTUAL SAMPLE | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$6,168.18                         | \$6,168.18         | \$4,626.14           | \$4,626.14                   |
| CU-01 | Lobby Leve/Public Area | Cosh Living |    | 1        |    | Product Name: Cushion<br>Code:<br>Size: L 400MM X W 400MM X THK 120MM<br>Upholstered: NATTE WENG - QUICK DRY FABRIC WITH SCOTCHGARD.<br>Flame Retardant foam cover with infill in polyester fiberfill  | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$336.36                           | \$336.36           | \$336.36             | \$336.36                     |
| CU-02 | Lobby Leve/Public Area | Cosh Living |    | 2        |    | Product Name: Cushion<br>Code:<br>Size: L 400MM X W 400MM X THK 120MM<br>Upholstered: RUSTIC WEAVE BROWN - QUICK DRY FABRIC WITH SCOTCHGARD.<br>Flame Retardant foam cover with infill in polyester fiberfill  | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$286.36                           | \$572.73           | \$286.36             | \$572.73                     |
| CU-03 | Lobby Leve/Public Area | Cosh Living |  | 2        |  | Product Name: Cushion<br>Code:<br>Size: L 300MM X W 400MM X THK 120MM<br>Upholstered: NATTE WENG - QUICK DRY FABRIC WITH SCOTCHGARD.<br>Flame Retardant foam cover with infill in polyester fiberfill  | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$336.36                           | \$672.73           | \$336.36             | \$672.73                     |

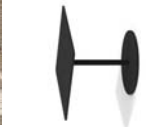









| ID    | Area                      | Supplier    | Image   | Quantity | Finish / material<br>Image  | Item   | Supplier Contact   | Unit RRP Price<br>per item (excl<br>GST) | Total RRP (ex GST) | Trade Price excl<br>GST | Total Trade<br>Price (excl GST) |
|-------|---------------------------|-------------|---|----------|---|--|--|--|--------------------|-------------------------|---------------------------------|
| CU-04 | Lobby Leve/Public<br>Area | Cosh Living |    | 1        |    | Product Name: Cushion<br>Code:<br>Size: L 300MM X W 400MM X THK 120MM<br>Upholstered: RUSTIC WEAVE BROWN -<br>QUICK DRY FABRIC WITH SCOTCHGARD.<br>Flame Retardant: foam cover with infill in<br>polyester fiberfill | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$286.36                                 | \$286.36           | \$286.36                | \$286.36                        |
| CU-05 | Lobby Leve/Public<br>Area | Cosh Living |    | 2        |    | Product Name: Cushion<br>Code:<br>Size: L 300MM X W 400MM X THK 120MM<br>Upholstered: LINEN OYSTER - QUICK DRY<br>FABRIC WITH SCOTCHGARD.<br>Flame Retardant: foam cover with infill in<br>polyester fiberfill       | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$336.36                                 | \$672.73           | \$336.36                | \$672.73                        |
| CU-06 | Lobby Leve/Public<br>Area | Cosh Living |    | 1        |    | Product Name: Outdoor Cushion<br>Code:<br>Size: L 400MM X W 400MM X THK 120MM<br>Upholstered: Natte Frost Chine<br>Flame Retardant: foam cover with infill in<br>polyester fiberfill                                 | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$286.36                                 | \$286.36           | \$286.36                | \$286.36                        |
| CU-07 | Lobby Leve/Public<br>Area | Cosh Living |   | 2        |   | Product Name: Outdoor Cushion<br>Code:<br>Size: L 400MM X W 400MM X THK 120MM<br>Upholstered: Curacao - OUTDOOR FABRIC<br>WITH SCOTCHGARD.<br>Flame Retardant: foam cover with infill in<br>polyester fiberfill      | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$336.36                                 | \$672.73           | \$336.36                | \$672.73                        |
| CU-08 | Lobby Leve/Public<br>Area | Cosh Living |  | 2        |  | Product Name: Outdoor Cushion<br>Code:<br>Size: L 300MM X W 400MM X THK 120MM<br>Upholstered: NATTE FROST CHINE<br>Flame Retardant: foam cover with infill in<br>polyester fiberfill                                 | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$286.36                                 | \$572.73           | \$286.36                | \$572.73                        |










| ID    | Area                      | Supplier    | Image   | Quantity | Finish / material<br>Image  | Item   | Supplier Contact   | Unit RRP Price<br>per item (excl<br>GST) | Total RRP (ex GST) | Trade Price excl<br>GST | Total Trade<br>Price (excl GST) |
|-------|---------------------------|-------------|---|----------|---|--|--|--|--------------------|-------------------------|---------------------------------|
| CU-09 | Lobby Leve/Public<br>Area | Cosh Living |    | 1        |  | Product Name: Outdoor Cushion<br>Code:<br>Size: L 300MM X W 400MM X THK 120MM<br>Upholstered: CURACAO<br>Flame Retardant: foam cover with infill in polyester fiberfill  | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$336.36                                 | \$336.36           | \$336.36                | \$336.36                        |
| CU-10 | Lobby Leve/Public<br>Area | Cosh Living |    | 2        |  | Product Name: Outdoor Cushion<br>Code:<br>Size: L 300MM X W 400MM X THK 120MM<br>Upholstered: LUXURY BLUE<br>Flame Retardant: foam cover with infill in polyester fiberfill  | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$336.36                                 | \$672.73           | \$336.36                | \$672.73                        |
| 12    | Lobby Leve/Public<br>Area | Cosh Living |    | 3        |   | Product Name: Tao Coffee Table<br>Code: 01682 coffee table<br>Size: 800mm x 800mm x H360mm<br>Colour: Concrete Linen-10 - LIGHTENED<br>CONCRETE IN SUBTLE VARIATION, GIVING IT A UNIQUE PATINA AND A SMOOTH TEXTURE<br>Finish: Lightened concrete in subtle variation, giving unique patina and smooth texture.<br>Notes: PRINTING COLOR MAY VARY FROM ACTUAL SAMPLE | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$3,522.73                               | \$10,568.18        | \$2,642.05              | \$7,926.15                      |
| 13    | Lobby Leve/Public<br>Area | Cosh Living |   | 5        |   | Product Name: Drop Side Table<br>Code: 01682<br>Size: DIA400mm H500mm<br>Colour: Alu Wenge 89 (Black)<br>Finish: Double Powdercoated aluminium   | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$709.09                                 | \$3,545.45         | \$531.81                | \$2,659.05                      |
| 14    | Lobby Leve/Public<br>Area | Cosh Living |  | 1        |   | Product Name: Dune side table<br>Code: D8300<br>Size: Dia 480mm x H507mm<br>Colour: Solid Plantation Teak<br>Stain / Finish: teak sealer required  | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$3,045.00                               | \$3,045.00         | \$2,283.75              | \$2,283.75                      |
| 15    | Lobby Leve/Public<br>Area | Cosh Living |  | 1        |   | Product Name: Avant Sideboard<br>Code: -<br>Size: W 2390 x D500 x H805 mm<br>Finish: Matt Canaletto with Carrara Matt White Marble top   | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$15,436.36                              | \$15,436.36        | \$11,577.27             | \$11,577.27                     |

| ID | Area                       | Supplier                                  | Image   | Quantity | Finish / material<br>Image | Item  | Supplier Contact   | Unit RRP Price<br>per item (excl<br>GST) | Total RRP (ex GST) | Trade Price excl<br>GST | Total Trade<br>Price (excl GST) |
|----|----------------------------|---|---|----------|----------------------------|---|--|--|--------------------|-------------------------|---------------------------------|
| 16 | Lobby Level/Public<br>Area | Space Furniture<br>Australia              |    | 3        |                            | Product Name: Crinoline High Arm Chair +<br>Seat Cushion<br>Code: 2081041 & 4010308<br>Size: W120 mm x D800mm x H1560mm<br>(490mm seat height)<br>Colour & Fabric: Grey abaca Base 360C,<br>Natural abaca seat 203C<br>Finish: Natural Abaca 203C with grey<br>Abaca Interlacing made in polyethylene<br>fibre. Base frame in black powder painted<br>aluminium, cushion cover in water<br>repellent polyester fibre<br>Seat Colour & Fabric: Eletto FR 207 | Brand: B&B Italia<br>Supplier: Space Furniture Australia<br>Contact: Kim Stapleton<br>Phone: 0426 036 725<br>Email: <a href="mailto:kims@spacefurniture.com.au">kims@spacefurniture.com.au</a>                   | \$7,158.18                               | \$21,474.54        | \$5,138.18              | \$15,414.54                     |
| 17 | Lobby Level/Public<br>Area | Enlightened Living -<br>purchased by Cbus |    | 1        |                            | Product Name: Cirio Circular Pendant<br>Lamp<br>Code: SNCIRPA01<br>Size: Dia 1300mm<br>Colour: White lampshade with Black metal<br>canopy<br>Finish: Lamp Shades in white porcelain<br>Structure: for 12 light sources: circular  | Brand: Santa and Cole<br>Supplier: Enlightened Living<br>Contact: Emma Petterson<br>Phone: 0466 443 172<br>Email: <a href="mailto:gpetterson@enlightened-living.com.au">gpetterson@enlightened-living.com.au</a> | \$10,653.25                              | \$10,653.25        | \$9,055.26              | \$9,055.26                      |
| 18 | Lobby Level/Public<br>Area | Enlightened Living -<br>purchased by Cbus |    | 1        |                            | Product Name: Cirio Circular M: Pendant<br>Lamp<br>Code: SNCIRPB01<br>Size: Dia 3000mm<br>Colour: White porcelain with Black metal<br>canopy<br>Finish: Lamp Shades in porcelain<br>Structure: for 28 light sources: circular   | Brand: Santa and Cole<br>Supplier: Enlightened Living<br>Contact: Emma Petterson<br>Phone: 0466 443 172<br>Email: <a href="mailto:gpetterson@enlightened-living.com.au">gpetterson@enlightened-living.com.au</a> | \$20,996.81                              | \$20,996.81        | \$17,847.29             | \$17,847.29                     |
| 19 | Lobby Level/Public<br>Area | Enlightened Living -<br>purchased by Cbus |   | 1        |                            | Product Name: Cirio Circular L: Pendant<br>Lamp<br>Code: SNCIRPC01<br>Size: Dia 5200mm<br>Colour: White porcelain with Black metal<br>canopy<br>Finish: Lamp Shades in porcelain<br>Structure: for 42 light sources: circular   | Brand: Santa and Cole<br>Supplier: Enlightened Living<br>Contact: Emma Petterson<br>Phone: 0466 443 172<br>Email: <a href="mailto:gpetterson@enlightened-living.com.au">gpetterson@enlightened-living.com.au</a> | \$33,099.40                              | \$33,099.40        | \$28,134.49             | \$28,134.49                     |
| 20 | Lobby Level/Public<br>Area | Enlightened Living -<br>purchased by Cbus |  | 1        |                            | Product Name: Cascada Special Canopy<br>Dali 18 Lamphshades<br>Code: SNCICPC02D<br>Size: Dia 400mm<br>Colour: White porcelain shades<br>Finish: porcelain   | Brand: Santa and Cole<br>Supplier: Enlightened Living<br>Contact: Emma Petterson<br>Phone: 0466 443 172<br>Email: <a href="mailto:gpetterson@enlightened-living.com.au">gpetterson@enlightened-living.com.au</a> | \$15,310.95                              | \$15,310.95        | \$15,310.95             | \$15,310.95                     |

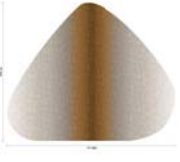





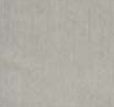
| ID    | Area                        | Supplier                | Image   | Quantity | Finish / material<br>Image   | Item   | Supplier Contact  | Unit RRP Price<br>per item (excl<br>GST) | Total RRP (ex GST) | Trade Price excl<br>GST | Total Trade<br>Price (excl GST) |
|-------|-----------------------------|-------------------------|---|----------|--|--|---|--|--------------------|-------------------------|---------------------------------|
| 22    | Lobby Leve/Public<br>Area   | Mobilia                 |    | 3        |  | Product Name: Mia outdoor Floor Lamp<br>Location: Lounge @ Recreation Deck<br>Code: 24-960000-L1-093<br>Size: 437 x 1260mm H (shade 265mm H)<br>Colour: White shade with Bronze 093 base<br>& frame<br>Finish: Aluminium base in magnese.<br>Polypropylene shade.<br>Fixed cord  | Brand: Kettal<br>Supplier: Mobilia<br>Contact: Michael Fazzari<br>Phone: 0432 695 764<br>Email: <a href="mailto:michael@mobilia.com.au">michael@mobilia.com.au</a>                    | \$1,330.00                               | \$3,990.00         | \$1,130.00              | \$3,390.00                      |
| 23    | Lobby Leve/Public<br>Area   | Mobilia                 |    | 4        |  | Product Name: Mia Mini outdoor table<br>lamp L<br>Code: KS5701000<br>Size: Dia 256mm x H 365mm - shade<br>H235mm<br>Colour: Bronze 093<br>Colour: White shade with Bronze 093 base<br>& frame<br>Finish: Aluminium base in magnese.<br>Polypropylene shade.<br>Fixed cord  | Brand: Kettal<br>Supplier: Mobilia<br>Contact: Michael Fazzari<br>Phone: 0432 695 764<br>Email: <a href="mailto:michael@mobilia.com.au">michael@mobilia.com.au</a>                    | \$1,058.00                               | \$4,232.00         | \$899.00                | \$3,596.00                      |
| CH-01 | Recreation Deck -<br>Dining | Cosh Living             |    | 12       |  | Product Name: Nodi Armchair<br>Location: Outdoor Dining @ Recreation<br>Deck<br>Code: 01918<br>Size: W580mm x D610mm x H870mm<br>Colour: Frame in Wenge 89 Weave in<br>Canax Linen 10 - PVC +natural hemp with<br>powdercoated frame in Alu wenge-89<br>Finish: Powder-coated stainless steel with<br>Canax® backrest and seat | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a>              | \$1,731.82                               | \$20,781.82        | \$1,298.86              | \$15,586.37                     |
| TA-01 | Recreation Deck -<br>Dining | Cosh Living             |  | 1        |  | Product Name: Tribu Nox Dining Table<br>Size: L320 x W990 x H740mm<br>Finish: Wenge frame with Ocean<br>Enameled lava stone top  | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a>              | \$25,840.91                              | \$25,840.91        | \$19,380.68             | \$19,380.68                     |
| CH-07 | Recreation Deck             | Great Dane<br>Australia |  | 4        | <br><br><small>Location: Kitchen @ Recreation Deck</small><br><small>Size: H680mm</small><br><small>Colour: Black Laquered Oak</small><br><small>Fabric: Leather Primo 74, Umbra Grey -<br/>Seat top</small> | Product Name: Spine Bar Stool - Utility Bar<br>Stool<br>Location: Kitchen @ Recreation Deck<br>Size: H680mm<br>Colour: Black Laquered Oak<br>Fabric: Leather Primo 74, Umbra Grey -<br>Seat top  | Brand: Space Copenhagen<br>Supplier: Great Dane Australia<br>Contact: Jon<br>Phone: 0412 942 858<br>Email: <a href="mailto:info@greatdanecontract.com">info@greatdanecontract.com</a> | \$2,059.09                               | \$8,236.36         | \$4,750.23              | \$7,000.91                      |









| ID    | Area            | Supplier             | Image   | Quantity | Finish / material Image   | Item   | Supplier Contact  | Unit RRP Price per item (excl GST) | Total RRP (ex GST) | Trade Price excl GST | Total Trade Price (excl GST) |
|-------|-----------------|----------------------|---|----------|---|--|---|------------------------------------|--------------------|----------------------|------------------------------|
| CH-08 | Recreation Deck | Great Dane Australia |    | 1        |    | Product Name: Spine Bar Stool - Utility Bar Stool<br>Location: Pool Lounge<br>Size: H680mm<br>Colour: Oak Laquered FSC Mix 70%<br>Fabric: Pads in Leather Omni 112 - Warm Grey   | Brand: Space Copenhagen<br>Supplier: Great Dane Australia<br>Contact: Jon<br>Phone: 0412 942 858<br>Email: <a href="mailto:info@greatdanecontract.com">info@greatdanecontract.com</a> | \$2,554.55                         | \$2,554.55         | \$2,171.36           | \$2,171.36                   |
| CH-51 | Recreation Deck | Cosh Living          |    | 15       |   | Product Name: Nodi Armchair<br>Location: Outdoor Dining @ Recreation Deck<br>Code: 01918<br>Size: W580mm x D610mm x H870mm<br>Colour: Frame in Wenge 89 Weave in Canax Linen 10 - PVC +natural hemp with powdercoated frame in Alu wenge-89<br>Finish: Powder-coated stainless steel with Canax® backrest and seat | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a>              | \$1,731.82                         | \$25,977.27        | \$1,298.86           | \$19,482.90                  |
| TA-11 | Recreation Deck | Cosh Living          |    | 2        |   | Product Name: Tao Coffee Table<br>Location: Lounge @ Recreation Deck<br>Code: 01682<br>Size: 800mm x 800mm x H360mm<br>Colour: Concrete Linen-10<br>Finish: Lightened concrete in subtle variation, giving unique patina and smooth texture.   | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a>              | \$3,522.73                         | \$7,045.45         | \$2,641.82           | \$5,283.64                   |
| TA-21 | Recreation Deck | Cosh Living          |    | 3        |   | Product Name: Dune Side Table<br>Location: Lounge @ Recreation Deck<br>Code: D8300<br>Size: Base DIA480mm, H507mm<br>Colour: Solid A-grade Plantation teak<br>Stain / Finish: teak sealer required   | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a>              | \$3,045.00                         | \$9,135.00         | \$2,283.75           | \$6,851.25                   |
| TA-22 | Recreation Deck | Cosh Living          |  | 1        |  | Product Name: T-Table Coffee Table<br>Location: Lounge @ Reck Deck<br>Code: D2168<br>Size: 800 DIA x H350mm<br>Colour & Finish: Wenge 89 & Ceramic Plombo  | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a>              | \$3,540.91                         | \$3,540.91         | \$2,655.68           | \$2,655.68                   |
| TA-23 | Recreation Deck | Cosh Living          |  | 2        |  | Product Name: Natal Alu X-Round Table<br>Location: North & South Cabana @ Reck Deck<br>Code: high - 06176<br>Size: 350 DIA x 450H mm<br>Colour & Finish: Aluminium Powder Coated in 60 Burgundy  | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a>              | \$700.00                           | \$1,400.00         | \$525.00             | \$1,050.00                   |

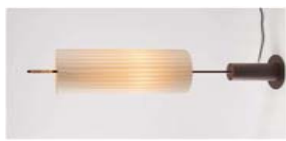

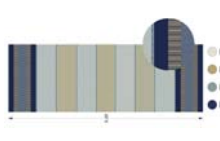


| ID     | Area            | Supplier                  | Image   | Quantity | Finish / material Image   | Item   | Supplier Contact   | Unit RRP Price per item (excl GST) | Total RRP (ex GST) | Trade Price excl GST | Total Trade Price (excl GST) |
|--------|-----------------|---------------------------|---|----------|---|--|--|------------------------------------|--------------------|----------------------|------------------------------|
| TA-31  | Recreation Deck | Pure                      |    | 6        |    | Product Name: Button Birstro 001 Table<br>Location: Outdoor Dining @ Recreation Deck<br>Code:<br>Size: 1800 x W800 x H740mm<br>Colour:<br>Finish:  | Brand: Roda<br>Supplier: Contempo Studio Australia / Pure Interiors<br>Contact: Shane (Pure interiors)<br>Phone:<br>Email:   | \$2,425.00                         | \$14,550.00        | \$4,763.64           | \$10,581.82                  |
| CH-21  | Recreation Deck | Space Furniture Australia |    | 6        |    | Product Name: Crinoline High Arm Chair + Seat Cushion<br>Code: 2081041 & 4010308<br>Size: 1020mm x 800mm x 1560mm (490mm seat height)<br>Colour & Fabric: Grey abaca Base 360C, Natural abaca seat 203C<br>Finish: Natural Abaca 203C with grey Abaca Interlacing made in polythylene fibre. Base frame in black powder painted aluminium, cushion cover in water repellent polyester fibre<br>Seat Colour & Fabric: Eletto FR 207 | Brand: B&B Italia<br>Supplier: Space Furniture Australia<br>Contact: Kim Stapleton<br>Phone: 0426 036 725<br>Email: kims@spacefurniture.com.au                         | \$7,159.09                         | \$42,954.54        | \$5,138.18           | \$30,829.08                  |
| CH-22  | Recreation Deck | Cosh Living               |    | 1        |    | Product Name: Senja Meridienne Left Corner Arm Low<br>Location: Pool Lounge<br>Code: 23302 deep frame<br>Size: 1880mm x 1160 x 770, seat height 420mm<br>Colour & Finish: Seat Cushion: Linen Silverstone B69<br>Base Wenge 89 & Leg in Teak.<br>Loose Cushion: Natte Wenge. Loose Cushion: Blush  | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynn@coshliving.com">luke.rynn@coshliving.com</a> | \$6,350.00                         | \$6,350.00         | \$4,762.50           | \$4,762.50                   |
| CH-23  | Recreation Deck | Dedece                    |  | 1        |   | Product Name & Code: Bask S B29DS<br>Location: Pool Lounge<br>Size: W970 x H730 x D1010 x SH 970mm<br>Colour & Finish: Upholstered in POA2R71  | Brand: Paola Lenti<br>Supplier: Dedece<br>Contact: Roger Ludowyke<br>Phone: 0488 282 589<br>Email: roger@dedece.com  | \$7,950.00                         | \$7,950.00         | \$7,155.00           | \$7,155.00                   |
| CH-31A |                 | Cosh Living               |  | 1        |  | Product Name: Senja 2 Right corner arm high<br>Code: 023856-x-y<br>Size: 1880 X 1160 X 770mm<br>Upholstered: RUSTIC WEAVE Brown Legs & Frame: 89-Wenge   | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynn@coshliving.com">luke.rynn@coshliving.com</a> | \$6,880.00                         | \$6,880.00         | \$5,160.00           | \$5,160.00                   |









| ID     | Area            | Supplier    | Image   | Quantity | Finish / material<br>Image   | Item  | Supplier Contact   | Unit RRP Price<br>per item (excl<br>GST) | Total RRP (ex GST) | Trade Price excl<br>GST | Total Trade<br>Price (excl GST) |
|--------|-----------------|-------------|---|----------|--|---|--|--|--------------------|-------------------------|---------------------------------|
| CH-31B |                 | Cosh Living |    | 1        |   | Product Name: Senja Single module + pouf<br>Code: 23853<br>Size: 1680 x 1160 x 770mm seat height<br>420mm<br>Upholstered: RUSTIC WEAVE Brown<br>Legs & Frame: 89-Wenge  | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$5,018.18                               | \$5,018.18         | \$3,763.64              | \$3,763.64                      |
| CU-11  |                 | Cosh Living |    | 2        |   | Product Name: Cushion<br>Code:<br>Size: 400 x 400 x 120mm<br>Upholstered: Canvas Merlot Red   | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$286.36                                 | \$572.73           | \$286.36                | \$572.73                        |
| CU-12  |                 | Cosh Living |    | 2        |   | Product Name: Cushion<br>Code:<br>Size: 400 x 400 x 120mm<br>Upholstered: Rustic Weave Fresco   | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$286.36                                 | \$572.73           | \$286.36                | \$572.73                        |
| CU-13  |                 | Cosh Living |   | 2        |  | Product Name: Cushion<br>Code:<br>Size: 300 x 400 x 120mm<br>Upholstered: Blush   | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a> | \$336.36                                 | \$672.73           | \$336.36                | \$672.73                        |
| LG-01  | Recreation Deck | Mobilia     |  | 1        |  | Product Name: Mia outdoor Floor Lamp<br>Location: Lounge @ Recreation Deck<br>Code: 24-960000-L1-093<br>Size: 437 x 1260mm H (shade 265mm H)<br>Colour: White shade with Bronze 093 base<br>& frame<br>Finish: Aluminium base in magnese.<br>Polypropylene shade.<br>Fixed cord | Brand: Kettal<br>Supplier: Mobilia<br>Contact: Michael Fazzari<br>Phone: 0432 695 764<br>Email: <a href="mailto:michael@mobilia.com.au">michael@mobilia.com.au</a>       | \$1,330.00                               | \$1,330.00         | \$1,130.00              | \$1,130.00                      |










| ID    | Area            | Supplier                  | Image   | Quantity | Finish / material Image   | Item   | Supplier Contact   | Unit RRP Price per item (excl GST) | Total RRP (ex GST) | Trade Price excl GST | Total Trade Price (excl GST) |
|-------|-----------------|---------------------------|---|----------|---|--|--|------------------------------------|--------------------|----------------------|------------------------------|
| RC-01 | Recreation Deck | Ferreira De Sa            |    | 1        |   | Product Name: Curved Rugs Outdoor Rug<br>Location Lounge @ Recreation Deck<br>Size: Custom Size: 4.80 x 3.95<br>Colour: Mirrored Caramel Irregular<br>Finish: Hand-Tufted Botanical Silk Bamboo  | Brand:<br>Supplier: Ferreira De Sa<br>Contact: Leon from Studio 216 (Singapore)<br>Phone: +65 9819 3265<br>Email: <a href="mailto:leon@studio216.co">leon@studio216.co</a>                     | \$54,560.65                        | \$54,560.65        | \$24,551.91          | \$24,551.91                  |
| AR-01 | Recreation Deck | WOHA Being Collection     |    | 6        |   | Product Name: Paddle Art Work - Traditional Mentawai Board Paddles<br>Location: Pool Lounge @ Recreation Deck<br>Code:<br>Size: Approx. 1500mm H<br>Colour:<br>Finish:   | Brand: WoHa Being Collection<br>Supplier: WoHa Being Collection<br>Contact: Daeng<br>Phone: (65) 6423 4555<br>Email: <a href="mailto:queenst@woha.net">queenst@woha.net</a>                    |                                    |                    |                      |                              |
| CH-61 | Recreation Deck | Space Furniture Australia |    | 10       |   | Product Name: Husk Outdoor Chair<br>Location: North & South Cabana @ Recreation Deck<br>Code: H2 - 4010312<br>Size: W820mm x D760mm x H920mm, SH450mm<br>Finish: Shell: White (0010B)<br>Base-Frame: Black Painted (01510)<br>Cushion: Ellisir FR 207                  | Brand: B&B Italia<br>Supplier: Space Furniture Australia<br>Contact: Kim Stapleton<br>Phone: 0426 036 725<br>Email: <a href="mailto:kims@spacefurniture.com.au">kims@spacefurniture.com.au</a> | \$4,922.73                         | \$49,227.30        | \$3,532.73           | \$35,327.30                  |
| CH-62 | Recreation Deck | Space Furniture Australia |   | 6        |   | Product Name: Fat Sofa Outdoor High Armchair + Seat Cushion<br>Location: North & South Cabana @ Recreation Deck<br>Code: FA91B<br>Size: Base & Frame W950mm x D1000 x H760mm, SH430 mm<br>Finish: Back Cushion: Lipari Flower Rope 207<br>Seat Cushion: Agate Rope 207 | Brand: B&B Italia<br>Supplier: Space Furniture Australia<br>Contact: Kim Stapleton<br>Phone: 0426 036 725<br>Email: <a href="mailto:kims@spacefurniture.com.au">kims@spacefurniture.com.au</a> | \$6,631.82                         | \$39,790.92        | \$4,762.73           | \$28,576.38                  |
| CH-72 | Recreation Deck | Cosh Living               |  | 6        |  | Product Name: Senja Lounger<br>Location: Sun Deck & City Deck @ Recreation Deck<br>Code: 02341<br>Size: W1040mm x L2110mm x H390mm<br>Colour: Tribu Natte Silver Grey 69<br>Frame: wedge 89 with teak table top  | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynne@coshliving.com">luke.rynne@coshliving.com</a>                       | \$6,418.18                         | \$38,509.09        | \$4,813.64           | \$28,881.82                  |

| ID    | Area                                     | Supplier                  | Image   | Quantity | Finish / material Image   | Item   | Supplier Contact   | Unit RRP Price per item (excl GST) | Total RRP (ex GST) | Trade Price excl GST | Total Trade Price (excl GST) |
|-------|--|---------------------------|---|----------|---|--|--|------------------------------------|--------------------|----------------------|------------------------------|
| TA-41 | Recreation Deck                          | Cosh Living               |    | 4        |   | Product Name: Drops Side Table<br>Location: Sun Deck @ Recreation Deck<br>Code: D5026<br>Size: Dia 400mm X H500mm<br>Colour: Alu Wedge-89 Black<br>Finish: Double powdercoated aluminium                     | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rymne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rymne@coshliving.com">luke.rymne@coshliving.com</a>                       | \$709.09                           | \$2,836.36         | \$531.82             | \$2,127.27                   |
| TA-42 | Recreation Deck                          | Space Furniture Australia |    | 7        |  | Product Name: Husk Outdoor Table<br>Location: North & South Cabana @ Recreation Deck<br>Code: HT062<br>Size: 625 x H460mm<br>Finish & Colour: Black Painted  | Brand: B&B Italia<br>Supplier: Space Furniture Australia<br>Contact: Kim Stapleton<br>Phone: 0426 036 725<br>Email: <a href="mailto:kims@spacefurniture.com.au">kims@spacefurniture.com.au</a> | \$2,118.18                         | \$14,827.26        | \$1,520.00           | \$10,640.00                  |
| TA-43 | Recreation Deck                          | Space Furniture Australia |    | 8        |  | Product Name: Fat Sofa Outdoor Ottoman<br>FA61P<br>Location: North & South Cabana @ Recreation Deck<br>Code: 4010329<br>Size: W610mm x D610 x H460, SH460 mm<br>Finish: Seat Cushion: Agate Rope 207         | Brand: B&B Italia<br>Supplier: Space Furniture Australia<br>Contact: Kim Stapleton<br>Phone: 0426 036 725<br>Email: <a href="mailto:kims@spacefurniture.com.au">kims@spacefurniture.com.au</a> | \$1,427.27                         | \$11,418.16        | \$1,070.91           | \$8,567.28                   |
| LG-32 | Recreation Deck & Lobby Leve/Public Area | Mobilia                   |    | 17       |   | Product Name: - Mia Medium Table Lamp<br>Aluminium L Size<br>Location: Sun Deck @ Recreation Deck<br>Code: KS5700900<br>Size: Dia 256mm x H 420mm - shade H265mm<br>Colour: Bronze 093<br>Shade: White Shade | Brand: Kettal<br>Supplier: Mobilia<br>Contact: Michael Fazzari<br>Phone: 0432 695 764<br>Email: <a href="mailto:michael@mobilia.com.au">michael@mobilia.com.au</a>                             | \$1,058.00                         | \$17,986.00        | \$899.00             | \$15,283.00                  |
| LG-02 | Recreation Deck                          | Fanuli                    |   | 1        |   | Product Name: China Table Lamp<br>Code: 0308-00<br>Size: H320 x Dia 330mm<br>Colour: Matt Bronze<br>Finish: Metal structure. Matt varnished  | Brand:<br>Supplier: Fanuli<br>Contact:<br>Phone:<br>Email: <a href="mailto:claran@fanuli.com.au">claran@fanuli.com.au</a>  | \$1,227.27                         | \$1,227.27         | \$1,043.18           | \$1,043.18                   |
| LG-03 | Recreation Deck                          | Fanuli                    |  | 1        |   | Product Name: China Floor Lamp<br>Code: High 0308-12<br>Size: H1160 x Dia 330mm<br>Colour: Matt Bronze<br>Finish: Metal structure. Matt varnished  | Brand:<br>Supplier: Fanuli<br>Contact:<br>Phone:<br>Email: <a href="mailto:claran@fanuli.com.au">claran@fanuli.com.au</a>  | \$1,490.91                         | \$1,490.91         | \$1,267.27           | \$1,267.27                   |

| ID    | Area            | Supplier  | Image   | Quantity | Finish / material<br>Image | Item  | Supplier Contact  | Unit RRP Price<br>per item (excl<br>GST) | Total RRP (ex GST) | Trade Price excl<br>GST | Total Trade<br>Price (excl GST) |
|-------|-----------------|---|---|----------|----------------------------|---|---|--|--------------------|-------------------------|---------------------------------|
| LG-04 | Recreation Deck | Enlightened Living -<br>To be purchased by<br>FURNISHD. for<br>Cbus |    | 1        |                            | Product Name: Dorica Lamp<br>Code:<br>Size: H1430 x Dia 280mm<br>Colour: Brown finish<br>Finish: Metal Stucture Cylindrical<br>base Lampshade natural ribbon. Dimmer<br>included. Light source included<br>(dimmable)<br>Parts:<br>Santa & Cole Dorica Base<br>Santa & Cole Dorica Structure Dark Brown<br>Santa & Cole Dorica Nat Ribbon Shade<br>LED Globes to be confirmed – 3000k<br>Dimmable, 3x per fixture | Brand: Santa and Cole<br>Supplier: Enlightened Living<br>Contact: Emma Pettersson<br>Phone: 0466 443 172<br>Email: epettersson@enlightened-living.com.au                                | \$2,226.74                               | \$2,226.74         | \$1,735.79              | \$1,735.79                      |
| TA-24 | Recreation Deck | Cosh Living   |    | 1        |                            | Product Name: Coffee Table low<br>Code: 06182<br>Size: H350 x D600 x W600mm<br>Colour: 60 - burgundy<br>Finish: aluminium; powdercoated with an<br>ultra durable polyester powdercoating  | Brand: Tribu<br>Supplier: Cosh Living<br>Contact: Luke Rynne<br>Phone: (07) 3254 0000<br>Email: <a href="mailto:luke.rynn@coshliving.com">luke.rynn@coshliving.com</a>                  | \$1,275.00                               | \$1,275.00         | \$956.25                | \$956.25                        |
| RC-02 | Pool Lounge     | Ferreira De Sa  |    | 1        |                            | Product Name: Outdoor Rug<br>Location: Pool Lounge<br>Size: 5200 x 1800mm Pile Height: 8mm<br>Colour: Sahara - OP08, OP07, OP03, OP01<br>Finish: Handwoven Ployolefin   | Brand: Studio 216<br>Supplier: Ferreira De Sa<br>Contact: Leon from Studio 216 (Singapore)<br>Phone: +65 9819 3265<br>Email: <a href="mailto:leon@studio216.co">leon@studio216.co</a> " | \$26,934.38                              | \$26,934.38        | \$12,120.66             | \$12,120.66                     |
| RC-03 | Pool Lounge     | Ferreira De Sa  |   | 1        |                            | Product Name: Outdoor Rug<br>Location: Pool Lounge<br>Size: 6000 x 1800mm Pile Height: 8mm<br>Colour: Sahara - OP08, OP07, OP03, OP01<br>Finish: Handwoven Ployolefin   | Brand: Studio 216<br>Supplier: Ferreira De Sa<br>Contact: Leon from Studio 216 (Singapore)<br>Phone: +65 9819 3265<br>Email: <a href="mailto:leon@studio216.co">leon@studio216.co</a> " | \$7,650.00                               | \$7,650.00         | \$3,442.50              | \$3,442.50                      |
| RC-04 | Dining area     | Ferreira De Sa  |  | 1        |                            | Product Name: Outdoor Rug<br>Location: Dining Area<br>Size: 3.00 x 5.20<br>Colour: Burlap Stripes Tabacco - Colour as<br>per spec / quote by supplier<br>Finish: Handwoven New Zealand Wool &<br>Jute   | Brand: Studio 216<br>Supplier: Ferreira De Sa<br>Contact: Leon from Studio 216 (Singapore)<br>Phone: +65 9819 3265<br>Email: <a href="mailto:leon@studio216.co">leon@studio216.co</a> " | \$23,868.00                              | \$23,868.00        | \$10,740.60             | \$10,740.60                     |

| ID | Area            | Supplier     | Image   | Quantity | Finish / material<br>Image | Item   | Supplier Contact   | Unit RRP Price<br>per item (excl<br>GST) | Total RRP (ex GST) | Trade Price excl<br>GST | Total Trade<br>Price (excl GST) |
|----|-----------------|--------------|---|----------|----------------------------|--|--|--|--------------------|-------------------------|---------------------------------|
|    | Lobby Concierge | Living Edge  |    | 2        |                            | Herman Miller Cosm Work Stool Low Back 2.0<br>FLC745FNG1G1G1SC884501<br>HM AP6958- US<br>High Hgt Range Self Adj Tilt Fixed Seat<br>Depth No Arms<br>Frame Finish: +graphite (G1)<br>Chassis Finish: +graphite (G1)<br>Base Finish: +graphite (G1)<br>Casters/Glides: +2 1/2 inch hard floor or<br>carpet quiet roll technology (SC8)<br>Material: +suspension material-Pr Cat 1,<br>+graphite (84501) | Brand: Herman Miller<br>Supplier: Living Edge<br>Salesperson: Laure Maille<br>Address: 171 Robertson St, Fortitude Valley<br>4006<br>Phone: +61 499 321 537<br>Email: laure.maille@livingedge.com.au |  |                    |                         |                                 |
|    | Lobby Concierge | TBC          | TBC   | 2        |                            | Desk lights<br>Life Fitness IC6 Group Exercise Cycle<br>Product no.: IC-LFIC5BS-C1   | Supplier: Life Fitness<br>Salesperson:Paul Mcclure<br>Address: 228 Robinson Rd East Geebund 4034<br>Phone: 07 3623 8501  | \$2,335.00                               | \$4,670.00         | \$1,985.00              | \$3,970.00                      |
|    | Gym             | Life Fitness |    | 2        |                            |  |  |  |                    |                         |                                 |
|    | Gym             | Life Fitness |    | 1        |                            | Life Fitness Integrity ST LCD Crosstrainer<br>Product no.: INXSE ST WIFI OB  | Supplier: Life Fitness<br>Salesperson:Paul Mcclure<br>Address: 228 Robinson Rd East Geebund 4034<br>Phone: 07 3623 8501  | \$10,525.00                              | \$10,525.00        | \$7,895.00              | \$7,895.00                      |
|    | Gym             | Life Fitness |    | 3        |                            | Life Fitness Integrity ST LCD Treadmill<br>Product no.: INTSE ST WIFI OB   | Supplier: Life Fitness<br>Salesperson:Paul Mcclure<br>Address: 228 Robinson Rd East Geebund 4034<br>Phone: 07 3623 8501  | \$13,725.00                              | \$41,175.00        | \$10,293.33             | \$30,880.00                     |
|    | Gym             | Life Fitness |    | 1        |                            | Concept 2 Rower Model D<br>Product no.: CONCEPTBLACK   | Supplier: Life Fitness<br>Salesperson:Paul Mcclure<br>Address: 228 Robinson Rd East Geebund 4034<br>Phone: 07 3623 8501  | \$1,625.00                               | \$1,625.00         | \$1,450.00              | \$1,450.00                      |
|    | Gym             | Life Fitness |  | 1        |                            | Axiom Series Multi-Press Dual Station<br>Product no.: PH-OPCP-BLKBLK   | Supplier: Life Fitness<br>Salesperson:Paul Mcclure<br>Address: 228 Robinson Rd East Geebund 4034<br>Phone: 07 3623 8501  | \$4,975.00                               | \$4,975.00         | \$4,230.00              | \$4,230.00                      |
|    | Gym             | Life Fitness |  | 1        |                            | Axiom Series Dual Lat Pulldown / Row<br>Product no.: PH-OPLR-BLKBLK  | Supplier: Life Fitness<br>Salesperson:Paul Mcclure<br>Address: 228 Robinson Rd East Geebund 4034<br>Phone: 07 3623 8501  | \$4,975.00                               | \$4,975.00         | \$4,230.00              | \$4,230.00                      |
|    | Gym             | Life Fitness |  | 1        |                            | Axiom Series Lef Extension / Curl Dual<br>Station<br>Product no.: PH-OPLEC-BLKBLK  | Supplier: Life Fitness<br>Salesperson:Paul Mcclure<br>Address: 228 Robinson Rd East Geebund 4034<br>Phone: 07 3623 8501  | \$4,975.00                               | \$4,975.00         | \$4,230.00              | \$4,230.00                      |

| ID | Area | Supplier     | Image  | Quantity | Finish / material<br>Image | Item   | Supplier Contact  | Unit RRP Price<br>per item (excl<br>GST) | Total RRP (ex GST) | Trade Price excl<br>GST | Total Trade<br>Price (excl GST) |
|----|------|--------------|--|----------|----------------------------|--|---|--|--------------------|-------------------------|---------------------------------|
|    | Gym  | Life Fitness |   | 1        |                            | Life Fitness Medicine Ball Set 1-5kg INC Rack<br>Product no.: LF-MB-105KG SET1       | Supplier: Life Fitness<br>Salesperson:Paul Mcclure<br>Address: 228 Robinson Rd East Geebund 4034<br>Phone: 07 3623 8501 | \$611.00                                 | \$611.00           | \$611.00                | \$611.00                        |
|    | Gym  | Life Fitness |   | 4        |                            | Life Fitness Cardio / Studio Mat with Eyelets - REF<br>Product no.: FLMAT200         | Supplier: Life Fitness<br>Salesperson:Paul Mcclure<br>Address: 228 Robinson Rd East Geebund 4034<br>Phone: 07 3623 8501 | \$236.00                                 | \$236.00           | \$236.00                | \$236.00                        |
|    | Gym  | Life Fitness |   | 1        |                            | Life Fitness Comfort Gym Hanger<br>Product no.: PAV405.001                           | Supplier: Life Fitness<br>Salesperson:Paul Mcclure<br>Address: 228 Robinson Rd East Geebund 4034<br>Phone: 07 3623 8501 | \$65.00                                  | \$65.00            | \$65.00                 | \$65.00                         |
|    | Gym  | Life Fitness |   | 1        |                            | Life Fitness Stability Ball 55cm - RED<br>Productno.: LF-sb-1000-01                  | Supplier: Life Fitness<br>Salesperson:Paul Mcclure<br>Address: 228 Robinson Rd East Geebund 4034<br>Phone: 07 3623 8501 | \$40.00                                  | \$40.00            | \$40.00                 | \$40.00                         |
|    | Gym  | Life Fitness |   | 1        |                            | Life Fitness Stability Ball 55cm - BLUE<br>Productno.: LF-sb-1001-01                 | Supplier: Life Fitness<br>Salesperson:Paul Mcclure<br>Address: 228 Robinson Rd East Geebund 4034<br>Phone: 07 3623 8501 | \$45.00                                  | \$45.00            | \$45.00                 | \$45.00                         |
|    | Gym  | Life Fitness |   | 1        |                            | 1-20kg 14 Pair Set Rubber Ended Hex Dumbbell with Chrome Handles<br>Product: CBRES14 | Supplier: Life Fitness<br>Salesperson:Paul Mcclure<br>Address: 228 Robinson Rd East Geebund 4034<br>Phone: 07 3623 8501 | \$1,210.00                               | \$1,210.00         | \$1,210.00              | \$1,210.00                      |
|    | Gym  | Life Fitness |  | 1        |                            | 1-20kg 14 Pair Tower Rack - BLACK<br>Product no.: 60192-BK                           | Supplier: Life Fitness<br>Salesperson:Paul Mcclure<br>Address: 228 Robinson Rd East Geebund 4034<br>Phone: 07 3623 8501 | \$705.00                                 | \$705.00           | \$705.00                | \$705.00                        |

## **SURVEY PLAN**

A copy of the survey plan follows this page.

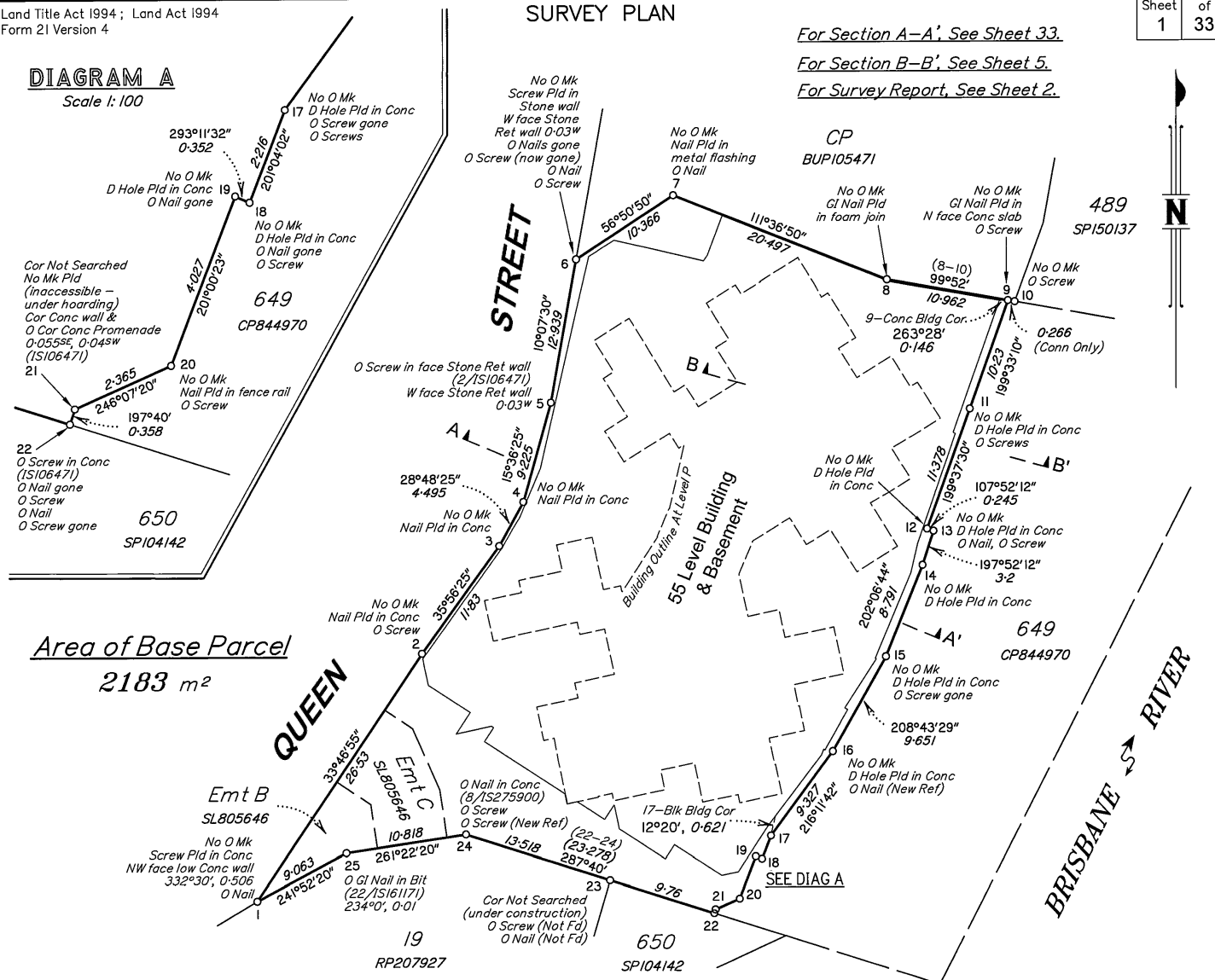
Land Title Act 1994; Land Act 1994  
Form 21 Version 4

## SURVEY PLAN

Sheet  
1 of  
33

## DIAGRAM A

Scale 1:100



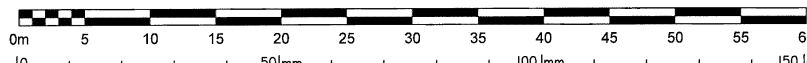
## REFERENCE MARKS

| STN | TO                    | ORIGIN      | BEARING    | DIST   |
|-----|-----------------------|-------------|------------|--------|
| 1   | O Nail in Conc        | 7/IS275900  | 303°36'    | 0-402  |
| 2   | O Screw in Stone wall | 3/SPI04142  | 109°16'45" | 2-456  |
| 4   | SW Cor Stone pillar   |             | 149°36'    | 2-594  |
| 4   | NW Cor Stone pillar   |             | 201°26'    | 0-995  |
| 5   | SW Cor Stone pillar   |             | 186°07'    | 0-341  |
| 6   | O Nail in Bit gone    | 1/RP908296  | 279°12'    | 0-396  |
| 6   | O Screw in Conc       | 3/IS275900  | 204°08'    | 3-846  |
| 6   | Screw in Conc         |             | 297°10'    | 4-16   |
| 6   | O Nail in Bit gone    | 3/IS275900  | 234°00'30" | 8-147  |
| 6   | O Nail in Conc gone   | 7/IS161171  | 3°20'30"   | 8-633  |
| 6   | O Nail in Conc        | 3/IS275900  | 355°22'    | 11-609 |
| 6   | O Screw in Conc       | 3/IS275900  | 358°47'45" | 13-518 |
| 7   | O Nail in Conc        | 9/IS161171  | 268°38'30" | 4-546  |
| 7   | Screw in Conc         |             | 271°44'    | 5-508  |
| 9   | Screw in Conc         |             | 28°41'     | 10-574 |
| 9   | O Screw in Conc       | 19/IS275900 | 130°11'25" | 15-138 |
| 10  | O Screw in Tile       | 5/IS277683  | 20°03'40"  | 0-274  |
| 11  | O Screw in Conc       | 3/IS277683  | 107°06'    | 11-543 |
| 11  | O Screw in Conc       | 3/IS277683  | 90°32'     | 14-981 |
| 13  | O Nail in Conc        | 17/IS275900 | 100°55'42" | 14-568 |
| 13  | O Screw in Conc       | 17/SL805627 | 95°34'50"  | 15-535 |

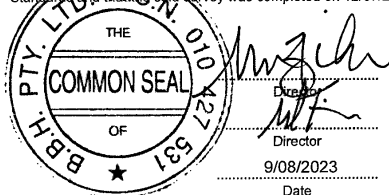
## REFERENCE MARKS

| STN | TO  | ORIGIN       | BEARING    | DIST   |
|-----|---|--------------|------------|--------|
| 15  | O Screw in Conc gone                        | 20/SL805627  | 109°34'15" | 13-476 |
| 16  | O Nail in Conc                              | 21/SL805627  | 101°58'10" | 14-211 |
| 17  | O Screw in Conc gone                        | 15/IS161171  | 134°38'02" | 1-653  |
| 17  | O Screw in Conc                             | 14/IS275900  | 92°14'30"  | 15-897 |
| 17  | O Screw in Conc                             | 22/SL805627  | 94°56'     | 16-098 |
| 18  | O Nail in Conc gone                         | 16/IS161171  | 65°18'52"  | 2-171  |
| 18  | O Screw in Conc                             | 22a/SL805627 | 101°49'30" | 10-855 |
| 19  | O Nail in Conc gone                         | 12/IS275900  | 223°09'58" | 1-871  |
| 20  | O Screw in Conc                             | 23a/SL805627 | 265°14'    | 0-229  |
| 21  | Screw in Conc                               |              | 313°28'    | 1-347  |
| 22  | O Nail in Conc gone                         | 10/IS275900  | 12°16'     | 1-135  |
| 22  | O Screw in Conc                             | 8/SPI04142   | 102°54'50" | 1-16   |
| 22  | O Nail in Conc                              | IS106471     | 76°50'     | 1-754  |
| 22  | O Screw in Kb gone                          | 10/IS275900  | 331°09'    | 3-579  |
| 23  | O Screw in Conc Not Fd (Under Construction) | 4/SL805627   | 12°06'     | 0-496  |
| 23  | O Nail in wall Not Fd (Under Construction)  | 7/SPI04142   | 184°34'45" | 0-52   |
| 24  | O Screw in Kb                               | 8/IS275900   | 307°11'30" | 1-912  |
| 24  | O Screw in Conc                             | 6/SPI04142   | 289°58'15" | 11-846 |

Scale 1:400



B.B.H. PTY. LTD. (ACN 010 427 531) (trading as Bennett and Bennett Group) hereby certify that the land comprised in this plan was surveyed by the corporation, by Christopher Thomas Nunan, Cadastral Surveyor, for whose work the corporation accepts responsibility, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 12/07/2023.



Plan of Lots 1-3, 801-806, 901-904, 1001-1004, 1101-1104, 1201-1204, 1301-1306, 1401-1408, 1501-1508, 1601-1608, 1701-1708, 1801-1808, 1901-1908, 2001-2008, 2101-2108, 2201-2208, 2301-2308, 2401-2408, 2501-2508, 2601-2608, 2701-2708, 2801-2808, 2901-2908, 3001-3008, 3101-3108, 3201-3208, 3301-3308, 3401-3408, 3501-3508, 3601-3608, 3701-3706, 3801-3806, 3901-3906, 4001-4006, 4101-4106, 4201-4204, 4301-4304, 4401-4404, 4501-4504, 4601-4604, 4701, 4702 & Common Property

Cancelling Lot 1 on SL805627

LOCAL GOVERNMENT:  
BRISBANE CITY COUNCILLOCALITY:  
BRISBANE CITY

Meridian: SL805627

Survey Records: No

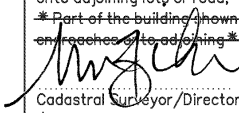
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Format: BUILDING

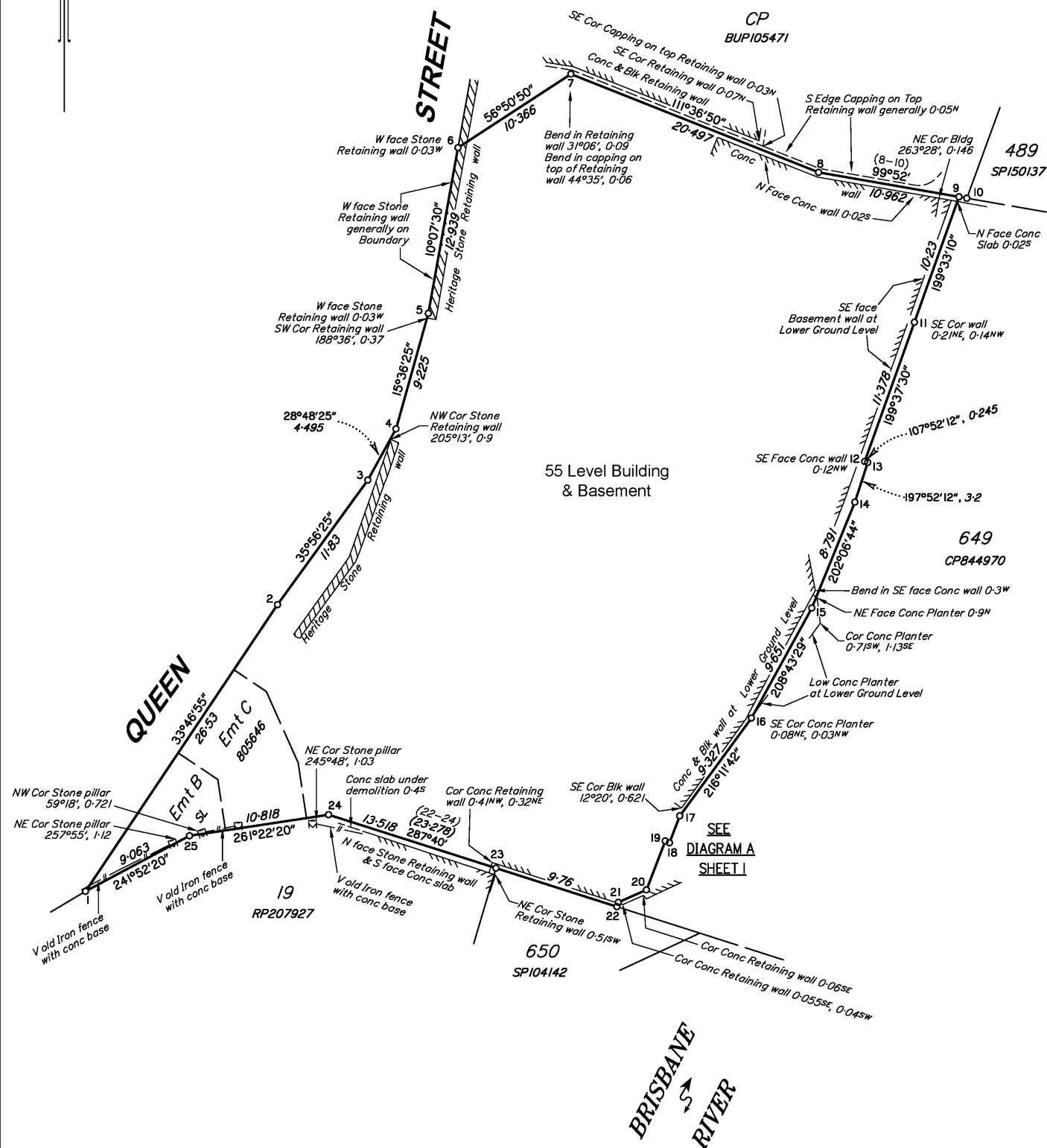


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|   |                   |   |      |   |          |
|---|-------------------|---|------|---|----------|
| Land Title Act 1994 ; Land Act 1994<br>Form 21B Version 2   |                   | <b>WARNING : Folded or Mutilated Plans will not be accepted.</b><br><b>Plans may be rolled.</b><br><b>Information may not be placed in the outer margins.</b>   |      | Sheet<br>2  | of<br>33 |
| <div>722767344</div> <div>EL 400    \$32,066.79</div> <div>25/09/2023 09:39:59</div>  |                   |   |      |   |          |
| (Dealing No.)   |                   | 4. Lodged by  |      |   |          |
|   |                   | (Include address, phone number, reference, and Lodger Code)   |      |   |          |
| I. Existing   |                   | Created   |      |   |          |
| Title Reference   | Description       | New Lots  | Road | Secondary Interests   |          |
| 18014250  | Lot 1 on SL805627 | 1-3, 801-806, 901-904, 1001-1004, 1101-1104, 1201-1204, 1301-1306, 1401-1408, 1501-1508, 1601-1608, 1701-1708, 1801-1808, 1901-1908, 2001-2008, 2101-2108, 2201-2208, 2301-2308, 2401-2408, 2501-2508, 2601-2608, 2701-2708, 2801-2808, 2901-2908, 3001-3008, 3101-3108, 3201-3208, 3301-3308, 3401-3408, 3501-3508, 3601-3608, 3701-3706, 3801-3806, 3901-3906, 4001-4006, 4101-4106, 4201-4204, 4301-4304, 4401-4404, 4501-4504, 4601-4604, 4701, 4702 & CP |      |   |          |
| ENCUMBRANCE EASEMENT ALLOCATIONS  |                   |   |      |   |          |
| Easement  |                   | Lots to be Encumbered   |      |   |          |
| 601948511   |                   | CP  |      |   |          |
| 601948512   |                   | CP  |      |   |          |
| ADMINISTRATIVE ADVICE ALLOCATIONS   |                   |   |      |   |          |
| Administrative Advice   |                   | Lots to be Encumbered   |      |   |          |
| ASI4718T  |                   | CP  |      |   |          |
| Survey Report   |                   |   |      |   |          |
| Stations 1, 2, 5 - 7, 9 - 11, 13, 17, 18, 20 - 22 & 24 are fixed by original marks or occupation and measure in agreement with deed per SL805627. Stations 3, 4, 8, 12, 14 - 16, 19, 23 & 25 are reinstated deed dimensions.  |                   |   |      |   |          |
| Administrative advice ASI4718T relates to the Petrie Bight Retaining Wall which is situated at Levels A & B on the Queen Street road frontage boundary. It has therefore been allocated to common property.   |                   |   |      |   |          |
| Notification issued to the owner(s) of Lot 1 on SL805627, Lot 19 on RP207927 & Queen Street on 09/08/2023, in accordance with the Survey and Mapping Infrastructure Regulation 2014.  |                   |   |      |   |          |
| Development Approval: 29/07/2022  |                   |   |      |   |          |
| 1-3, 801-806, 901-904, 1001-1004, 1101-1104, 1201-1204, 1301-1306, 1401-1408, 1501-1508, 1601-1608, 1701-1708, 1801-1808, 1901-1908, 2001-2008, 2101-2108, 2201-2208, 2301-2308, 2401-2408, 2501-2508, 2601-2608, 2701-2708, 2801-2808, 2901-2908, 3001-3008, 3101-3108, 3201-3208, 3301-3308, 3401-3408, 3501-3508, 3601-3608, 3701-3706, 3801-3806, 3901-3906, 4001-4006, 4101-4106, 4201-4204, 4301-4304, 4401-4404, 4501-4504, 4601-4604, 4701, 4702 & CP |                   | Lot 1 on SL805627   |      | 6. Building Format Plans only.  |          |
| Lots  |                   | Orig  |      | I certify that :<br>* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;<br><del>* Part of the building shown on this plan encroaches onto adjoining lots and road</del><br><br>31/08/2023<br>Cadastral Surveyor/Director * Date<br>*delete words not required |          |
| 2. Orig Grant Allocation :  |                   | 5. Passed & Endorsed :  |      | 7. Lodgement Fees :   |          |
| 3. References :   |                   | By : B.B.H. PTY LTD ACN 010 427 531<br>Date : 31/08/2023<br>Signed : R. McAlister<br>Designation : Liaison Officer  |      | Survey Deposit \$ .....<br>Lodgement \$ .....<br>..... New Titles \$ .....<br>Photocopy \$ .....<br>Postage \$ .....<br>TOTAL \$ .....  |          |
| Dept File :<br>Local Govt :<br>Surveyor : 15132   |                   |   |      | 8. Insert Plan Number<br>SP284675   |          |





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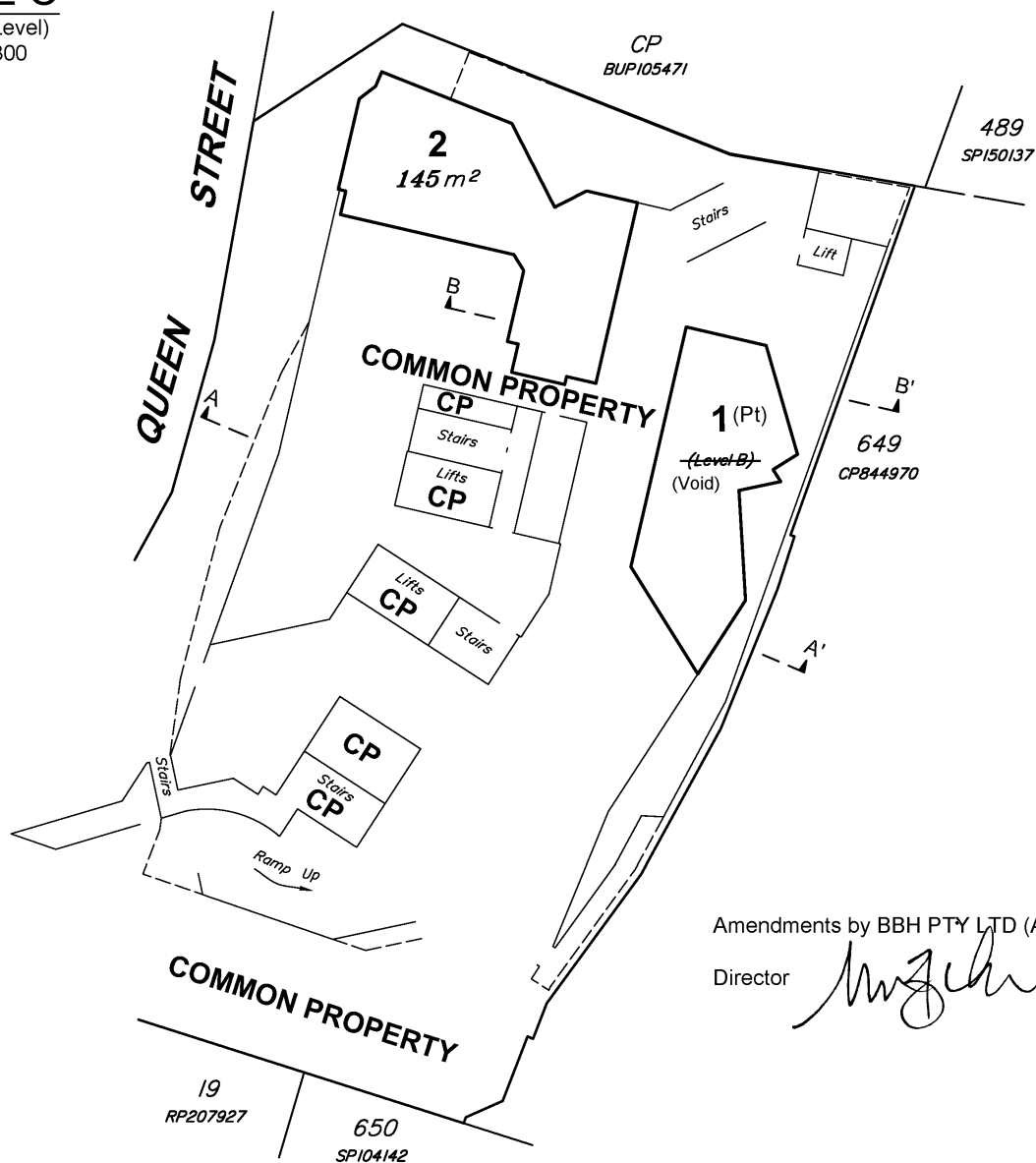
State copyright reserved.

|                          |          |
|--------------------------|----------|
| Insert<br>Plan<br>Number | SP284675 |
|--------------------------|----------|

# N

Insert  
Plan  
Number **SP284675**

(Laneway Level)  
Scale 1:300

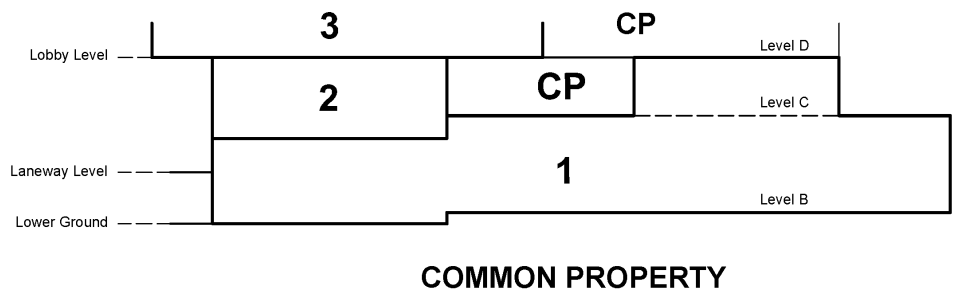


Director

4/10/2023

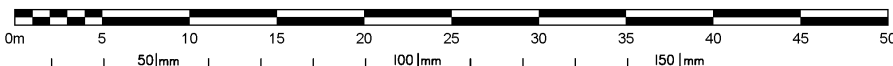
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Not to Scale



649  
CP844970

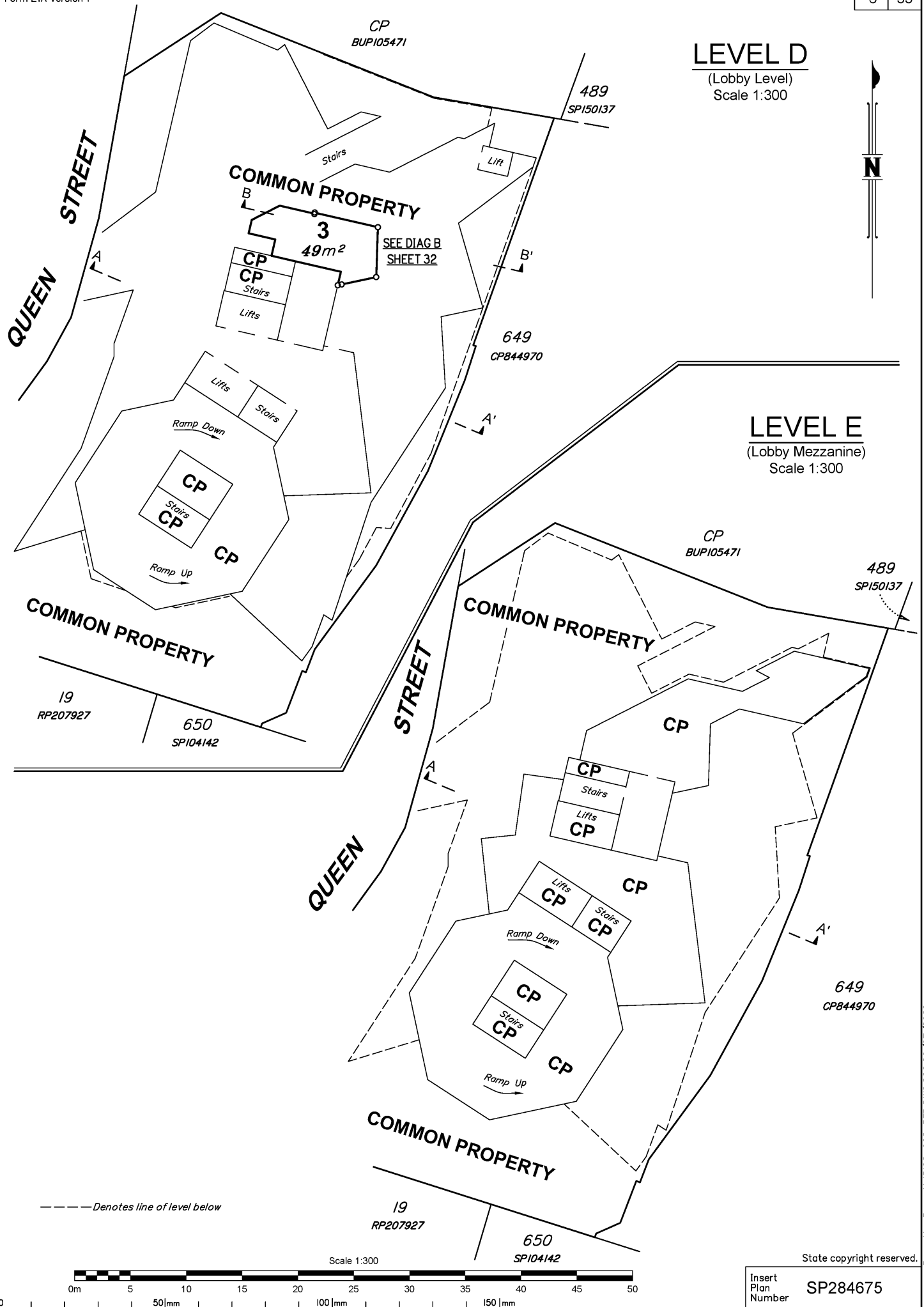
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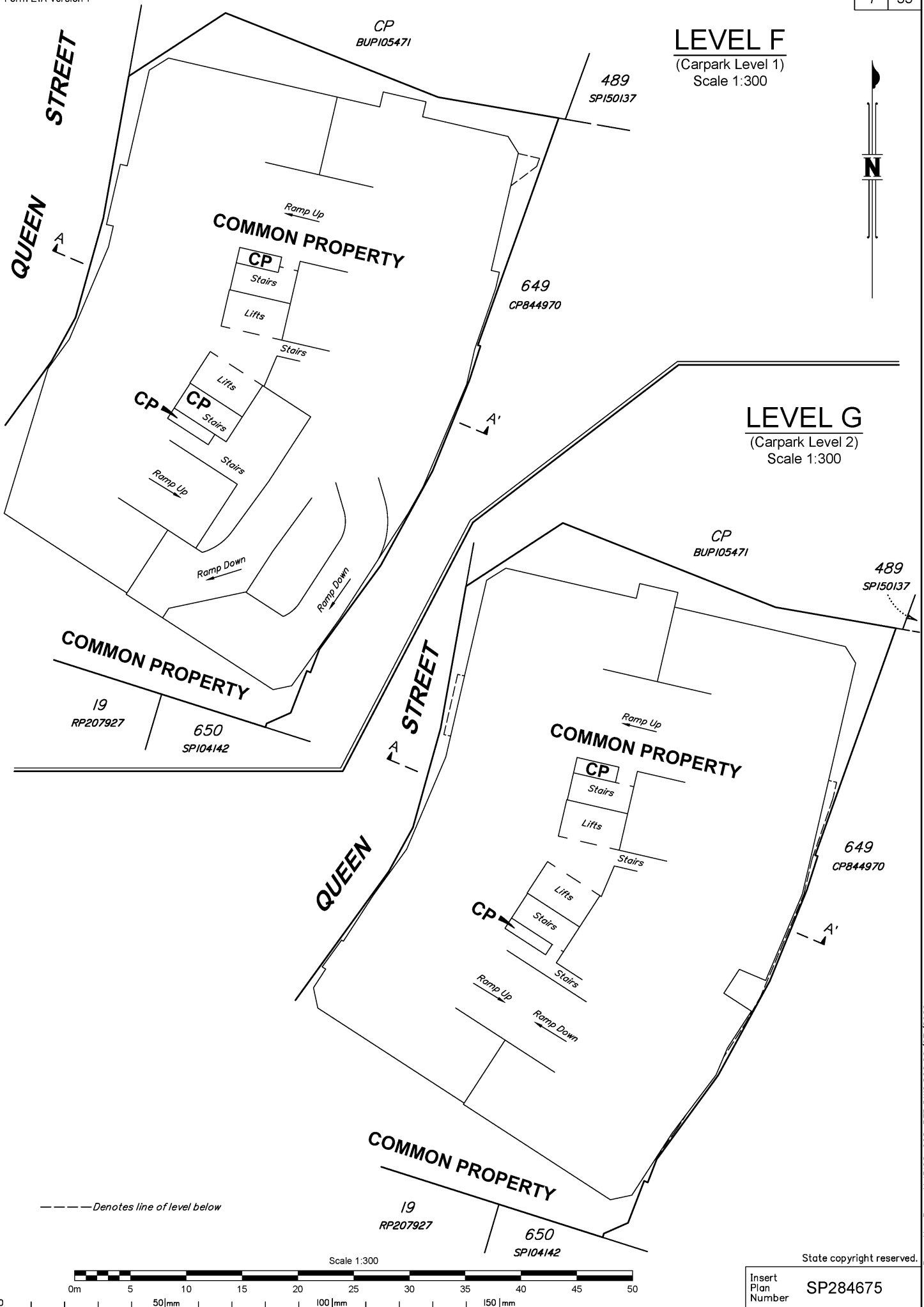


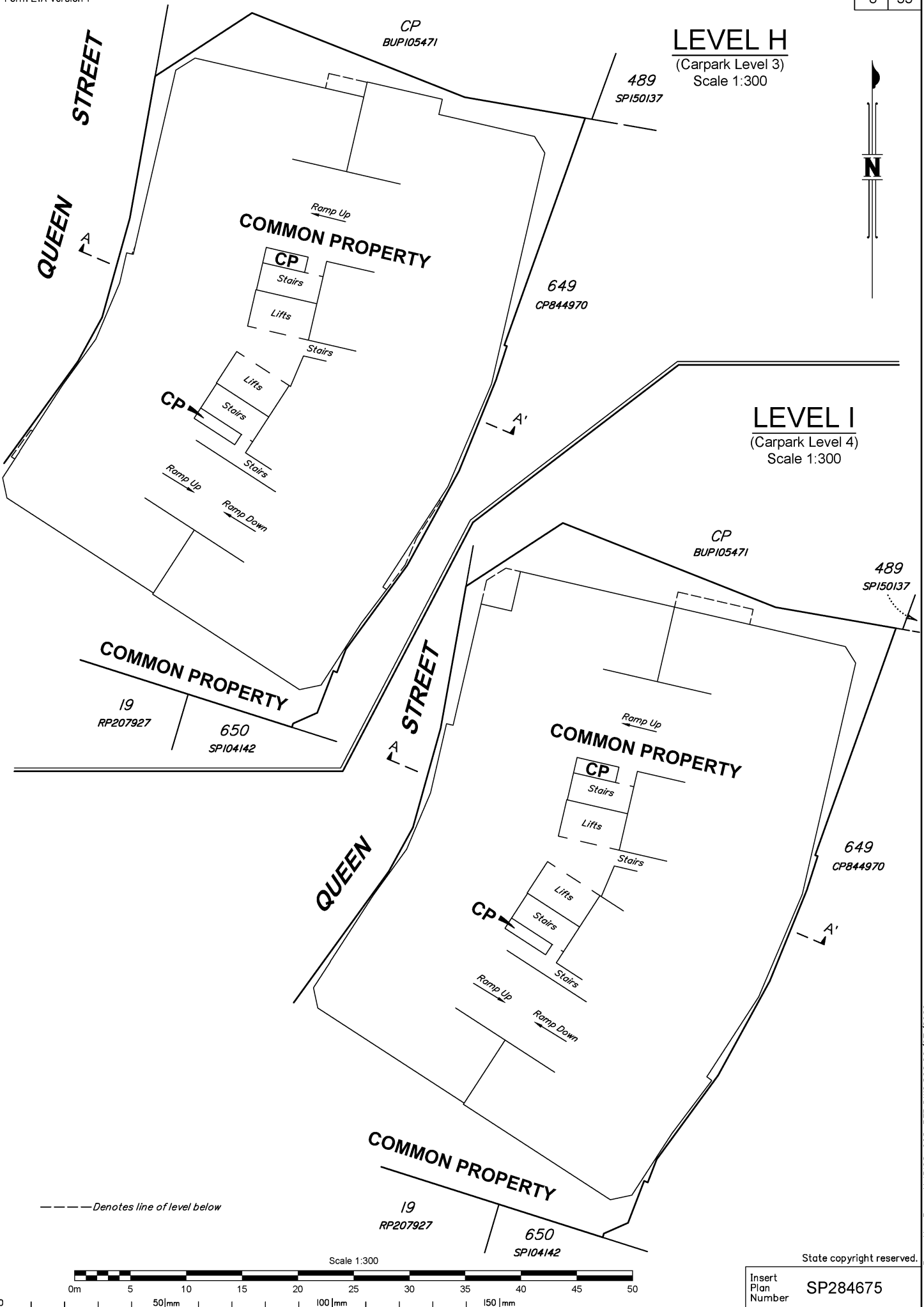
State copyright reserved.

Insert  
Plan  
Number

SP284675







CP  
BUP105471

**LEVEL J**  
(Carpark Level 5)  
Scale 1:300

489  
SPI50137

649  
CP844970

**LEVEL K**  
(Carpark Level 6)  
Scale 1:300

CP  
BUP105471

489  
SPI50137

649  
CP844970

CP

**COMMON PROPERTY**

**COMMON PROPERTY**

19  
RP207927

650  
SPI04142

QUEEN STREET

QUEEN STREET

QUEEN STREET

**COMMON PROPERTY**

CP

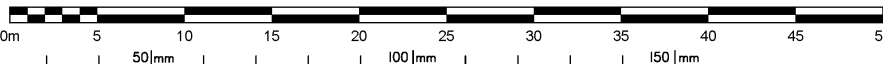
**COMMON PROPERTY**

19  
RP207927

650  
SPI04142

--- Denotes line of level below

Scale 1:300



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Insert  
Plan  
Number  
**SP284675**

CP  
BUP105471

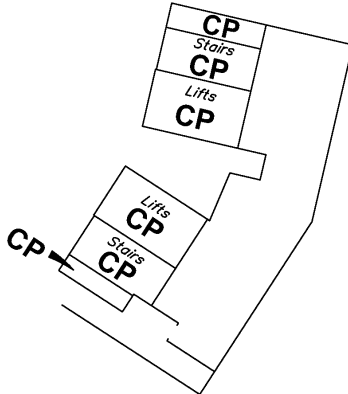
**LEVEL L**  
(Pool Pump Room)  
Scale 1:300



489  
SPI50137

649  
CP844970

COMMON PROPERTY



**LEVEL M**  
(Recreation Deck Level)  
Scale 1:300

CP  
BUP105471

489  
SPI50137

COMMON PROPERTY

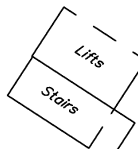
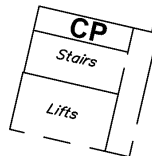
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RP207927

650  
SPI04142

STREET

QUEEN

COMMON PROPERTY



649  
CP844970

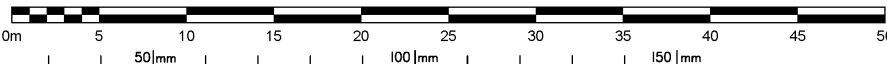
COMMON PROPERTY

19  
RP207927

650  
SPI04142

--- Denotes line of level below

Scale 1:300



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Insert  
Plan  
Number  
**SP284675**



CP  
BUPI05471

## LEVEL N

(Recreation Deck Plant Level)  
Scale 1:300



QUEEN STREET

COMMON PROPERTY

489  
SPI50137

649  
CP844970

CP

Stairs

Lifts

Lifts

Stairs

## LEVEL O

(Level 8)  
Scale 1:300

CP  
BUPI05471

489  
SPI50137

COMMON PROPERTY

19  
RP207927

650  
SPI04142

QUEEN STREET

QUEEN STREET

Balcony  
10 m<sup>2</sup>

801

73 m<sup>2</sup>  
(Total)

63 m<sup>2</sup>

802

105 m<sup>2</sup>  
(Total)

93 m<sup>2</sup>

Balcony  
12 m<sup>2</sup>

Balcony  
11 m<sup>2</sup>

803

204 m<sup>2</sup>  
(Total)

180 m<sup>2</sup>

Balcony  
13 m<sup>2</sup>

CP

Stairs

Lifts

Lifts

Stairs

CP

805

105 m<sup>2</sup>  
(Total)

93 m<sup>2</sup>

804

204 m<sup>2</sup>  
(Total)

180 m<sup>2</sup>

Balcony  
13 m<sup>2</sup>

Balcony  
12 m<sup>2</sup>

Balcony  
11 m<sup>2</sup>

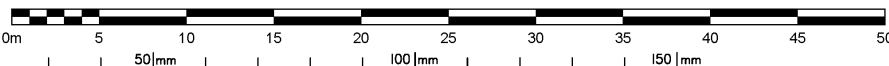
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19  
RP207927

650  
SPI04142

--- Denotes line of level below

Scale 1:300



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Insert  
Plan  
Number  
SP284675

## LEVEL P

(Level 9)  
Scale 1:300

COMMON  
PROPERTY

## LEVEL Q

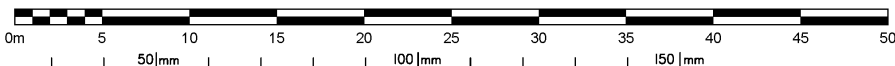
(Level 10)  
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COMMON PROPERTY

COMMON  
PROPERTY

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Scale 1:300



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Insert  
Plan  
Number SP284675

## LEVEL R

(Level 11)  
Scale 1:300

COMMON  
PROPERTY

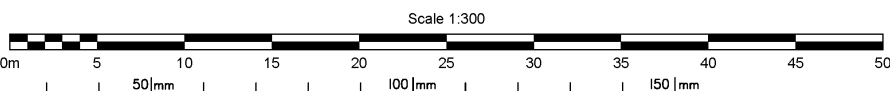
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(Level 12)  
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COMMON PROPERTY

COMMON PROPERTY

COMMON  
PROPERTY



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Insert  
Plan  
Number **SP284675**

## LEVEL T

(Level 13)  
Scale 1:300

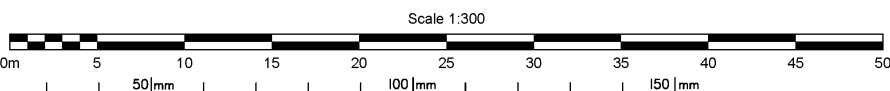
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PROPERTY

## LEVEL U

(Level 14)  
Scale 1:300

COMMON  
PROPERTY

COMMON  
PROPERTY



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Plan  
Number SP284675

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## LEVEL V

(Level 15)  
Scale 1:300

COMMON  
PROPERTY

## LEVEL W

(Level 16)  
Scale 1:300

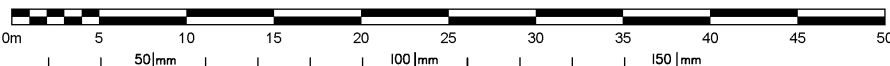
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COMMON PROPERTY

COMMON  
PROPERTY

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Scale 1:300



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Insert  
Plan  
Number SP284675

## LEVEL X

(Level 17)  
Scale 1:300

COMMON  
PROPERTY

## LEVEL Y

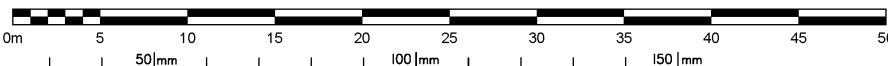
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Scale 1:300

COMMON PROPERTY

COMMON  
PROPERTY

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Scale 1:300



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Insert  
Plan  
Number SP284675

## LEVEL Z

(Level 19)  
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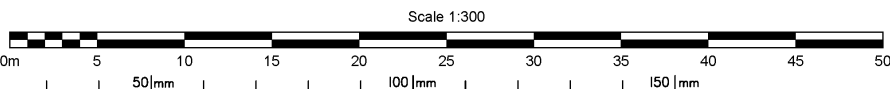
COMMON  
PROPERTY

## LEVEL AA

(Level 20)  
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COMMON PROPERTY

COMMON  
PROPERTY



Insert  
Plan  
Number  
SP284675

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## LEVEL AB

(Level 21)  
Scale 1:300

COMMON  
PROPERTY

## LEVEL AC

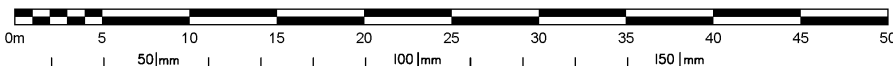
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COMMON PROPERTY

COMMON  
PROPERTY

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Scale 1:300



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Plan  
Number SP284675



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(Level 23)  
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COMMON  
PROPERTY

## LEVEL AE

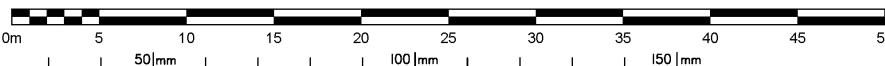
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COMMON  
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COMMON  
PROPERTY

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Insert  
Plan  
Number SP284675

## LEVEL AF

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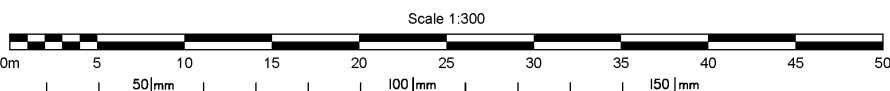
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PROPERTY

## LEVEL AG

(Level 26)  
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COMMON PROPERTY

COMMON  
PROPERTY



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Insert  
Plan  
Number SP284675

## LEVEL AH

(Level 27)  
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COMMON  
PROPERTY

## LEVEL AI

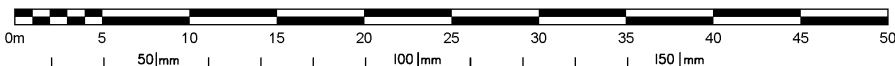
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COMMON  
PROPERTY

COMMON  
PROPERTY

--- Denotes line of level below

Scale 1:300



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Insert  
Plan  
Number SP284675

## LEVEL AJ

(Level 29)  
Scale 1:300

COMMON  
PROPERTY

## LEVEL AK

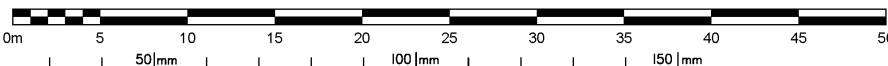
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COMMON PROPERTY

COMMON  
PROPERTY

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Scale 1:300



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Insert  
Plan  
Number SP284675

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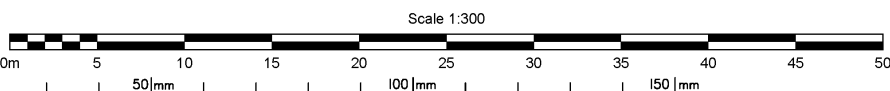
COMMON  
PROPERTY

## LEVEL AM

(Level 32)  
Scale 1:300

COMMON  
PROPERTY

COMMON  
PROPERTY



Insert  
Plan  
Number SP284675

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## LEVEL AN

(Level 33)  
Scale 1:300

COMMON  
PROPERTY

## LEVEL AO

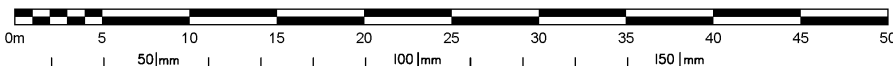
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COMMON PROPERTY

COMMON  
PROPERTY

--- Denotes line of level below

Scale 1:300



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Insert  
Plan  
Number SP284675

## LEVEL AP

(Level 35)  
Scale 1:300

COMMON  
PROPERTY

## LEVEL AQ

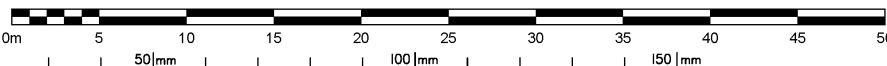
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COMMON  
PROPERTY

COMMON  
PROPERTY

--- Denotes line of level below

Scale 1:300



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Insert  
Plan  
Number SP284675

## LEVEL AR

(Level 37)  
Scale 1:300

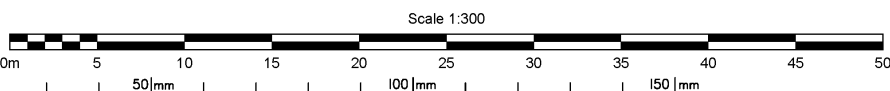
COMMON  
PROPERTY

## LEVEL AS

(Level 38)  
Scale 1:300

COMMON PROPERTY

COMMON  
PROPERTY



Insert  
Plan  
Number

SP284675

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## LEVEL AT

(Level 39)  
Scale 1:300

COMMON  
PROPERTY

## LEVEL AU

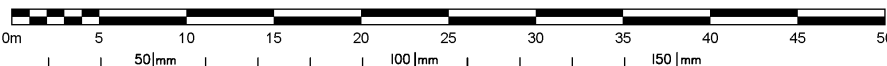
(Level 40)  
Scale 1:300

COMMON PROPERTY

COMMON  
PROPERTY

--- Denotes line of level below

Scale 1:300



State copyright reserved.

Insert  
Plan  
Number SP284675

## LEVEL AV

(Level 41)  
Scale 1:300

COMMON  
PROPERTY

## LEVEL AW

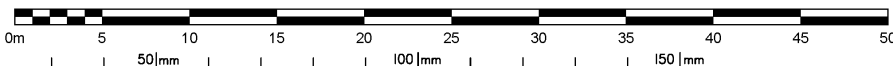
(Level 42)  
Scale 1:300

COMMON PROPERTY

COMMON  
PROPERTY

--- Denotes line of level below

Scale 1:300



State copyright reserved.

Insert  
Plan  
Number SP284675

## LEVEL AX

(Level 43)  
Scale 1:300

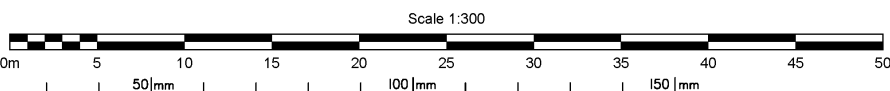
COMMON  
PROPERTY

## LEVEL AY

(Level 44)  
Scale 1:300

COMMON PROPERTY

COMMON  
PROPERTY



Insert  
Plan  
Number  
SP284675

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## LEVEL AZ

(Level 45)  
Scale 1:300

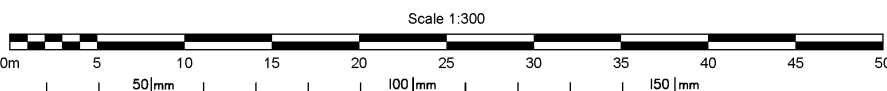
COMMON  
PROPERTY

## LEVEL BA

(Level 46)  
Scale 1:300

COMMON PROPERTY

COMMON  
PROPERTY



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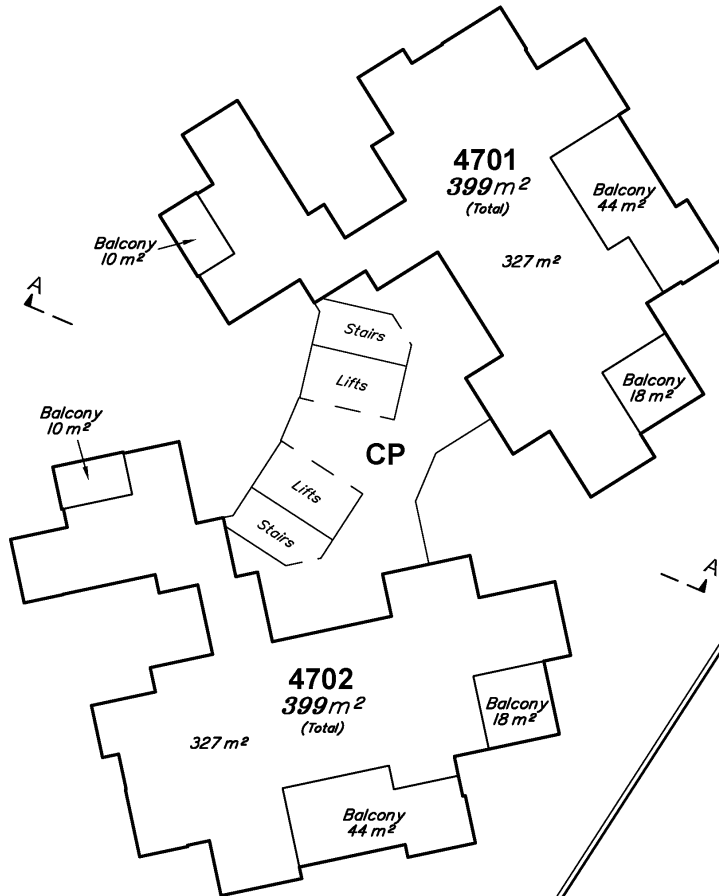
Insert  
Plan  
Number SP284675

**LEVEL BB**

(Level 47)  
Scale 1:300



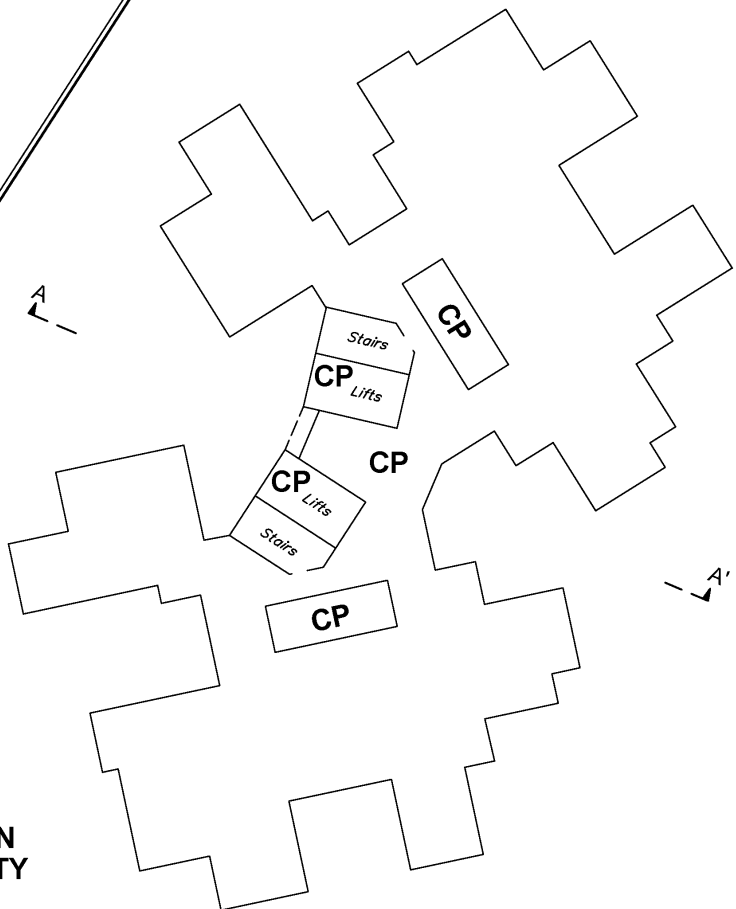
**COMMON  
PROPERTY**



**LEVEL BC**

(Roof Plant Level)  
Scale 1:300

**COMMON PROPERTY**

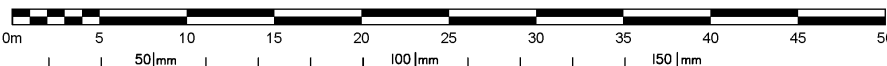


**COMMON PROPERTY**

**COMMON  
PROPERTY**

--- Denotes line of level below

Scale 1:300



State copyright reserved.

Insert  
Plan  
Number **SP284675**

## LEVEL BD

(Lift Motor Room Level)

Scale 1:300



COMMON  
PROPERTY

CP

Stairs

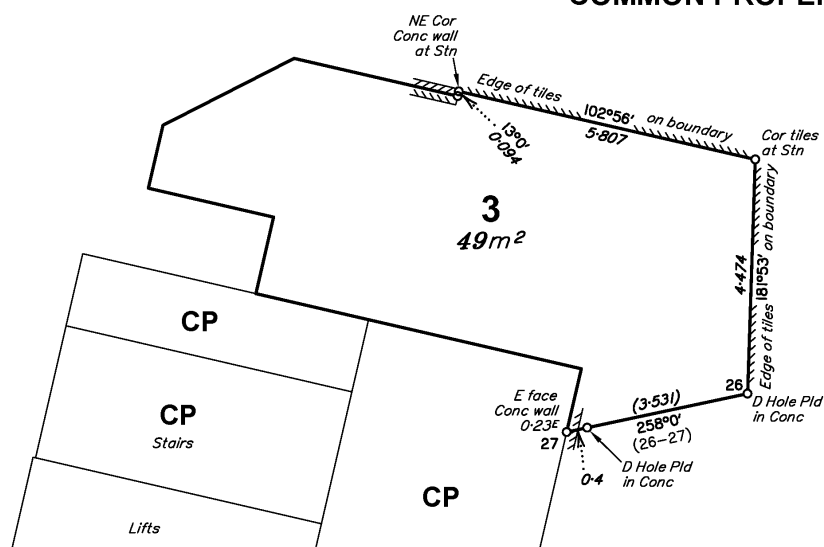
COMMON  
PROPERTY

--- Denotes line of level below

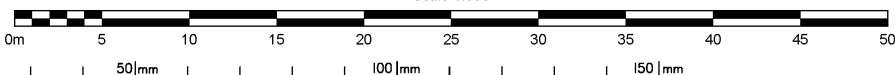
## DIAGRAM B

Scale 1: 100

COMMON PROPERTY



Scale 1:300



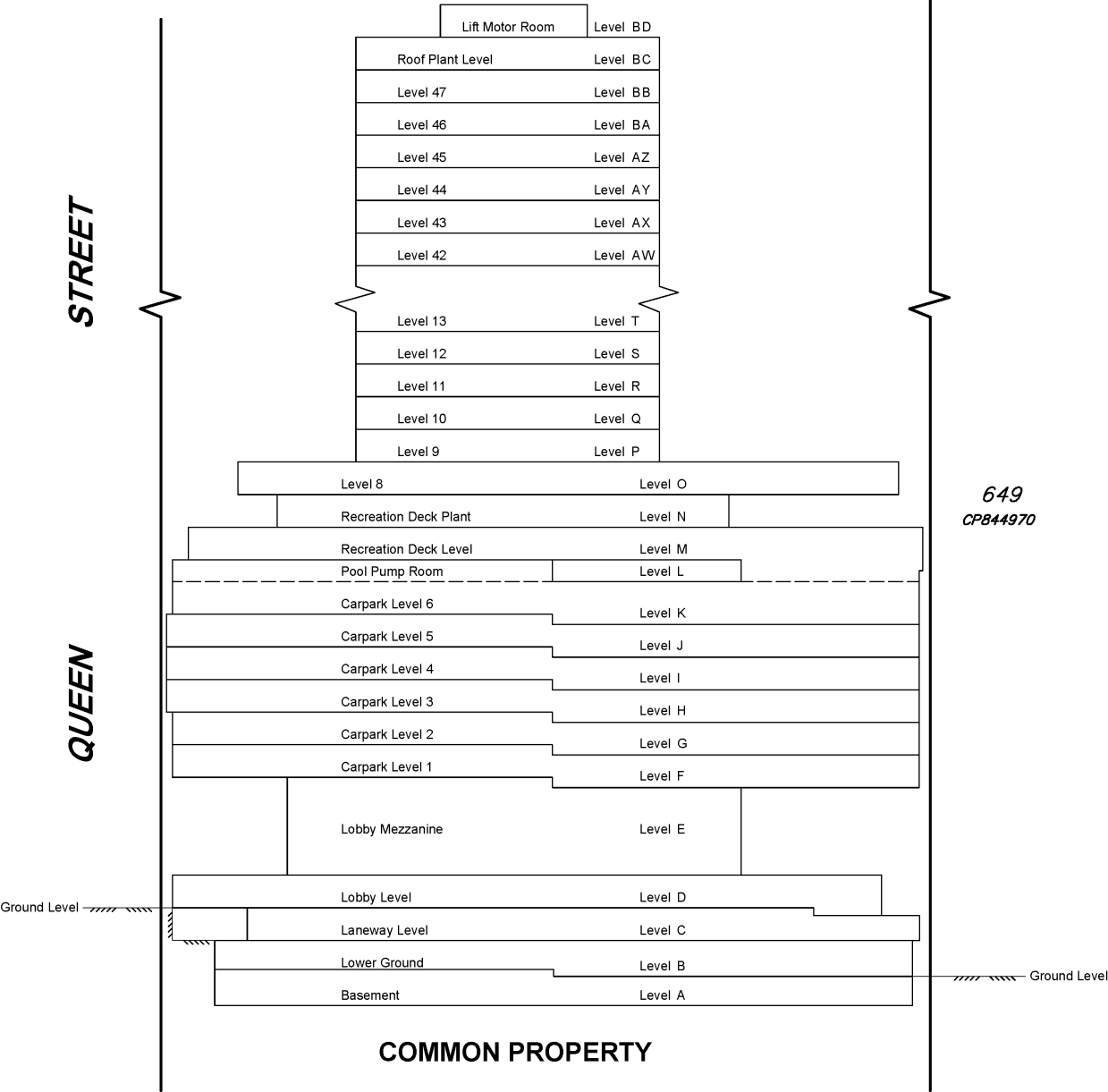
State copyright reserved.

Insert  
Plan  
Number  
SP284675

**SECTION A-A'**

Not to Scale

**COMMON PROPERTY**



## **COMMUNITY MANAGEMENT STATEMENT**

A copy of the Community Management Statement follows this page.



QUEENSLAND TITLES REGISTRY  
Land Title Act 1994, Land Act 1994 and Water Act 2000

**GENERAL REQUEST**

Duty Imprint

**FORM 14** Version 4  
Page 1 of 1

**723189558**

Lodging Number

EL 470 \$109.31  
15/04/2024 11:25:05

**OFFICE USE ONLY**

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|   |   |                           |
|---|---|---------------------------|
| <b>1. Nature of request</b><br>REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR 443 QUEEN STREET COMMUNITY TITLES SCHEME 56097  | <b>Lodger</b> (Name, address, E-mail & phone number)<br>HWL Ebsworth Lawyers<br>Level 19, 480 Queen St, Brisbane, Q<br>Email: mowens@hwle.com.au<br>Phone: 07 3169 4700<br>Ref: JDW:MO:590372 | <b>Lodger Code</b><br>88A |
| <b>2. Lot on Plan Description</b><br>COMMON PROPERTY FOR 443 QUEEN STREET CTS 56097   | <b>Title Reference</b><br>51329115  |                           |
| <b>3. Registered Proprietor/State Lessee</b><br>BODY CORPORATE FOR 443 QUEEN STREET CTS 56097   |   |                           |
| <b>4. Interest</b><br>NOT APPLICABLE  |   |                           |
| <b>5. Applicant</b><br>BODY CORPORATE FOR 443 QUEEN STREET CTS 56097  |   |                           |
| <b>6. Request</b><br>I HEREBY REQUEST THAT THE COMMUNITY MANAGEMENT STATEMENT DEPOSITED HERewith WHICH AMENDS SCHEDULE E OF THE EXISTING COMMUNITY MANAGEMENT STATEMENT BE RECORDED AS THE COMMUNITY MANAGEMENT STATEMENT FOR 443 QUEEN STREET CTS 56097. |   |                           |

**7. Execution by applicant**

12/4/24  
Execution Date

  
Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Michael Paul Owens  
Solicitor

**Privacy Statement**

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56097

QUEENSLAND LAND REGISTRY

Body Corporate and Community Management Act 1997

## FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

CMS Version 4

Page 1 of 442

THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only

This statement incorporates and must include the following:

- Schedule A - Schedule of lot entitlements
- Schedule B - Explanation of development of scheme land
- Schedule C - By-laws
- Schedule D - Any other details
- Schedule E - Allocation of exclusive use areas

## CMS LABEL NUMBER

|   |   |
|---|---|
| 1. Name of community titles scheme  | 2. Regulation module                            |
| 443 Queen Street community titles scheme 56097  | Accommodation Module                            |
| 3. Name of body corporate   |   |
| Body Corporate for 443 Queen Street community titles scheme 56097   |   |
| 4. Scheme land  |   |
| Lot on Plan Description   | Title Reference                                 |
| Common Property of 443 Queen Street CTS 56097   | 51329115  |
| Lots 1, 2, 3, 801-806, 901-904, 1001-1004, 1101-1104, 1201-1204, 1301-1306, 1401-1408, 1501-1508, 1601-1608, 1701-1708, 1801-1808, 1901-1908, 2001-2008, 2101-2108, 2201-2208, 2301-2308, 2401-2408, 2501-2508, 2601-2608, 2701-2708, 2801-2808, 2901-2908, 3001-3008, 3101-3108, 3201-3208, 3301-3308, 3401-3408, 3501-3508, 3601-3608, 3701-3706, 3801-3808, 3901-3906, 4001-4006, 4101-4106, 4201-4204, 4301-4304, 4401-4404, 4501-4504, 4601-4604, 4701 & 4702 on SP 284675 | 51329116 - 51329382                             |
| 5. *Name and address of original owner  | 6. Reference to plan lodged with this statement |
| Not applicable  | Not applicable                                  |
| # first community management statement only   |   |
| 7. New CMS exemption to planning body community management statement notation (If applicable*)  |   |
| Insert exemption clause (If no exemption - insert 'N/A' or 'not applicable')  |   |
| Not applicable - see s. 60(6) of the Body Corporate and Community Management Act 1997   |   |

\*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

## 8. Execution by original owner/Consent of body corporate



Body Corporate for 443 Queen Street community titles scheme 56097

X Chairperson

x Secretary

09/04/2024  
Execution Date

*[Signature]* *[Signature]*  
\*Execution

\*Original owner to execute for a first community management statement  
\*Body corporate to execute for a new community management statement

## Privacy Statement

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443 Queen Street community titles scheme 56097

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

| Lot on Plan           | Contribution Entitlement | Interest Entitlement |
|-----------------------|--------------------------|----------------------|
| Lot 1 on SP 284675    | 75                       | 66                   |
| Lot 2 on SP 284675    | 30                       | 26                   |
| Lot 3 on SP 284675    | 11                       | 12                   |
| Lot 801 on SP 284675  | 22                       | 16                   |
| Lot 802 on SP 284675  | 33                       | 32                   |
| Lot 803 on SP 284675  | 67                       | 72                   |
| Lot 804 on SP 284675  | 67                       | 72                   |
| Lot 805 on SP 284675  | 33                       | 31                   |
| Lot 806 on SP 284675  | 22                       | 16                   |
| Lot 901 on SP 284675  | 60                       | 54                   |
| Lot 902 on SP 284675  | 67                       | 71                   |
| Lot 903 on SP 284675  | 67                       | 71                   |
| Lot 904 on SP 284675  | 60                       | 53                   |
| Lot 1001 on SP 284675 | 60                       | 55                   |
| Lot 1002 on SP 284675 | 67                       | 71                   |
| Lot 1003 on SP 284675 | 67                       | 71                   |
| Lot 1004 on SP 284675 | 60                       | 53                   |
| Lot 1101 on SP 284675 | 60                       | 55                   |
| Lot 1102 on SP 284675 | 67                       | 71                   |
| Lot 1103 on SP 284675 | 67                       | 71                   |
| Lot 1104 on SP 284675 | 60                       | 54                   |
| Lot 1201 on SP 284675 | 60                       | 56                   |
| Lot 1202 on SP 284675 | 67                       | 71                   |
| Lot 1203 on SP 284675 | 67                       | 71                   |

443 Queen Street community titles scheme 56097

| Lot on Plan           | Contribution Entitlement | Interest Entitlement |
|-----------------------|--------------------------|----------------------|
| Lot 1204 on SP 284675 | 60                       | 54                   |
| Lot 1301 on SP 284675 | 22                       | 16                   |
| Lot 1302 on SP 284675 | 33                       | 31                   |
| Lot 1303 on SP 284675 | 67                       | 72                   |
| Lot 1304 on SP 284675 | 67                       | 72                   |
| Lot 1305 on SP 284675 | 33                       | 31                   |
| Lot 1306 on SP 284675 | 21                       | 15                   |
| Lot 1401 on SP 284675 | 22                       | 16                   |
| Lot 1402 on SP 284675 | 33                       | 31                   |
| Lot 1403 on SP 284675 | 25                       | 22                   |
| Lot 1404 on SP 284675 | 40                       | 42                   |
| Lot 1405 on SP 284675 | 40                       | 42                   |
| Lot 1406 on SP 284675 | 25                       | 22                   |
| Lot 1407 on SP 284675 | 33                       | 31                   |
| Lot 1408 on SP 284675 | 21                       | 15                   |
| Lot 1501 on SP 284675 | 22                       | 16                   |
| Lot 1502 on SP 284675 | 33                       | 31                   |
| Lot 1503 on SP 284675 | 25                       | 22                   |
| Lot 1504 on SP 284675 | 40                       | 42                   |
| Lot 1505 on SP 284675 | 40                       | 42                   |
| Lot 1506 on SP 284675 | 25                       | 22                   |
| Lot 1507 on SP 284675 | 33                       | 31                   |
| Lot 1508 on SP 284675 | 22                       | 16                   |
| Lot 1601 on SP 284675 | 22                       | 16                   |
| Lot 1602 on SP 284675 | 33                       | 32                   |
| Lot 1603 on SP 284675 | 25                       | 22                   |



443 Queen Street community titles scheme 56097

| Lot on Plan           | Contribution Entitlement | Interest Entitlement |
|-----------------------|--------------------------|----------------------|
| Lot 1604 on SP 284675 | 40                       | 42                   |
| Lot 1605 on SP 284675 | 40                       | 42                   |
| Lot 1606 on SP 284675 | 25                       | 22                   |
| Lot 1607 on SP 284675 | 33                       | 31                   |
| Lot 1608 on SP 284675 | 22                       | 16                   |
| Lot 1701 on SP 284675 | 22                       | 16                   |
| Lot 1702 on SP 284675 | 33                       | 32                   |
| Lot 1703 on SP 284675 | 25                       | 22                   |
| Lot 1704 on SP 284675 | 40                       | 42                   |
| Lot 1705 on SP 284675 | 40                       | 42                   |
| Lot 1706 on SP 284675 | 25                       | 22                   |
| Lot 1707 on SP 284675 | 33                       | 31                   |
| Lot 1708 on SP 284675 | 22                       | 16                   |
| Lot 1801 on SP 284675 | 22                       | 16                   |
| Lot 1802 on SP 284675 | 33                       | 32                   |
| Lot 1803 on SP 284675 | 25                       | 23                   |
| Lot 1804 on SP 284675 | 40                       | 42                   |
| Lot 1805 on SP 284675 | 40                       | 42                   |
| Lot 1806 on SP 284675 | 25                       | 22                   |
| Lot 1807 on SP 284675 | 33                       | 31                   |
| Lot 1808 on SP 284675 | 22                       | 16                   |
| Lot 1901 on SP 284675 | 22                       | 16                   |
| Lot 1902 on SP 284675 | 33                       | 32                   |
| Lot 1903 on SP 284675 | 25                       | 23                   |
| Lot 1904 on SP 284675 | 40                       | 43                   |
| Lot 1905 on SP 284675 | 40                       | 43                   |

443 Queen Street community titles scheme 56097

| Lot on Plan           | Contribution Entitlement | Interest Entitlement |
|-----------------------|--------------------------|----------------------|
| Lot 1906 on SP 284675 | 25                       | 22                   |
| Lot 1907 on SP 284675 | 33                       | 31                   |
| Lot 1908 on SP 284675 | 22                       | 16                   |
| Lot 2001 on SP 284675 | 22                       | 16                   |
| Lot 2002 on SP 284675 | 33                       | 32                   |
| Lot 2003 on SP 284675 | 25                       | 23                   |
| Lot 2004 on SP 284675 | 40                       | 43                   |
| Lot 2005 on SP 284675 | 40                       | 43                   |
| Lot 2006 on SP 284675 | 25                       | 22                   |
| Lot 2007 on SP 284675 | 33                       | 32                   |
| Lot 2008 on SP 284675 | 22                       | 16                   |
| Lot 2101 on SP 284675 | 22                       | 16                   |
| Lot 2102 on SP 284675 | 33                       | 32                   |
| Lot 2103 on SP 284675 | 25                       | 23                   |
| Lot 2104 on SP 284675 | 40                       | 43                   |
| Lot 2105 on SP 284675 | 40                       | 43                   |
| Lot 2106 on SP 284675 | 25                       | 22                   |
| Lot 2107 on SP 284675 | 33                       | 32                   |
| Lot 2108 on SP 284675 | 22                       | 16                   |
| Lot 2201 on SP 284675 | 22                       | 16                   |
| Lot 2202 on SP 284675 | 33                       | 32                   |
| Lot 2203 on SP 284675 | 25                       | 23                   |
| Lot 2204 on SP 284675 | 40                       | 43                   |
| Lot 2205 on SP 284675 | 40                       | 43                   |
| Lot 2206 on SP 284675 | 25                       | 22                   |
| Lot 2207 on SP 284675 | 33                       | 32                   |

443 Queen Street community titles scheme 56097

| Lot on Plan           | Contribution Entitlement | Interest Entitlement |
|-----------------------|--------------------------|----------------------|
| Lot 2208 on SP 284675 | 22                       | 16                   |
| Lot 2301 on SP 284675 | 22                       | 16                   |
| Lot 2302 on SP 284675 | 33                       | 32                   |
| Lot 2303 on SP 284675 | 25                       | 23                   |
| Lot 2304 on SP 284675 | 40                       | 43                   |
| Lot 2305 on SP 284675 | 40                       | 43                   |
| Lot 2306 on SP 284675 | 25                       | 22                   |
| Lot 2307 on SP 284675 | 33                       | 32                   |
| Lot 2308 on SP 284675 | 22                       | 16                   |
| Lot 2401 on SP 284675 | 22                       | 16                   |
| Lot 2402 on SP 284675 | 33                       | 33                   |
| Lot 2403 on SP 284675 | 25                       | 23                   |
| Lot 2404 on SP 284675 | 40                       | 43                   |
| Lot 2405 on SP 284675 | 40                       | 43                   |
| Lot 2406 on SP 284675 | 25                       | 22                   |
| Lot 2407 on SP 284675 | 33                       | 32                   |
| Lot 2408 on SP 284675 | 22                       | 16                   |
| Lot 2501 on SP 284675 | 22                       | 16                   |
| Lot 2502 on SP 284675 | 33                       | 33                   |
| Lot 2503 on SP 284675 | 25                       | 23                   |
| Lot 2504 on SP 284675 | 40                       | 43                   |
| Lot 2505 on SP 284675 | 40                       | 43                   |
| Lot 2506 on SP 284675 | 25                       | 22                   |
| Lot 2507 on SP 284675 | 33                       | 32                   |
| Lot 2508 on SP 284675 | 22                       | 16                   |
| Lot 2601 on SP 284675 | 22                       | 16                   |

443 Queen Street community titles scheme 56097

| Lot on Plan           | Contribution Entitlement | Interest Entitlement |
|-----------------------|--------------------------|----------------------|
| Lot 2602 on SP 284675 | 33                       | 33                   |
| Lot 2603 on SP 284675 | 25                       | 23                   |
| Lot 2604 on SP 284675 | 41                       | 44                   |
| Lot 2605 on SP 284675 | 41                       | 44                   |
| Lot 2606 on SP 284675 | 25                       | 22                   |
| Lot 2607 on SP 284675 | 33                       | 32                   |
| Lot 2608 on SP 284675 | 22                       | 16                   |
| Lot 2701 on SP 284675 | 22                       | 16                   |
| Lot 2702 on SP 284675 | 33                       | 33                   |
| Lot 2703 on SP 284675 | 25                       | 23                   |
| Lot 2704 on SP 284675 | 41                       | 44                   |
| Lot 2705 on SP 284675 | 41                       | 44                   |
| Lot 2706 on SP 284675 | 25                       | 22                   |
| Lot 2707 on SP 284675 | 33                       | 32                   |
| Lot 2708 on SP 284675 | 22                       | 16                   |
| Lot 2801 on SP 284675 | 22                       | 16                   |
| Lot 2802 on SP 284675 | 33                       | 33                   |
| Lot 2803 on SP 284675 | 25                       | 23                   |
| Lot 2804 on SP 284675 | 41                       | 44                   |
| Lot 2805 on SP 284675 | 41                       | 44                   |
| Lot 2806 on SP 284675 | 25                       | 22                   |
| Lot 2807 on SP 284675 | 33                       | 33                   |
| Lot 2808 on SP 284675 | 22                       | 16                   |
| Lot 2901 on SP 284675 | 22                       | 16                   |
| Lot 2902 on SP 284675 | 33                       | 33                   |
| Lot 2903 on SP 284675 | 25                       | 23                   |



443 Queen Street community titles scheme 56097

| Lot on Plan           | Contribution Entitlement | Interest Entitlement |
|-----------------------|--------------------------|----------------------|
| Lot 2904 on SP 284675 | 41                       | 44                   |
| Lot 2905 on SP 284675 | 41                       | 44                   |
| Lot 2906 on SP 284675 | 25                       | 22                   |
| Lot 2907 on SP 284675 | 33                       | 33                   |
| Lot 2908 on SP 284675 | 22                       | 16                   |
| Lot 3001 on SP 284675 | 22                       | 16                   |
| Lot 3002 on SP 284675 | 33                       | 33                   |
| Lot 3003 on SP 284675 | 25                       | 23                   |
| Lot 3004 on SP 284675 | 41                       | 44                   |
| Lot 3005 on SP 284675 | 41                       | 44                   |
| Lot 3006 on SP 284675 | 25                       | 23                   |
| Lot 3007 on SP 284675 | 33                       | 33                   |
| Lot 3008 on SP 284675 | 22                       | 16                   |
| Lot 3101 on SP 284675 | 22                       | 17                   |
| Lot 3102 on SP 284675 | 34                       | 34                   |
| Lot 3103 on SP 284675 | 25                       | 23                   |
| Lot 3104 on SP 284675 | 41                       | 44                   |
| Lot 3105 on SP 284675 | 41                       | 44                   |
| Lot 3106 on SP 284675 | 25                       | 23                   |
| Lot 3107 on SP 284675 | 33                       | 33                   |
| Lot 3108 on SP 284675 | 22                       | 16                   |
| Lot 3201 on SP 284675 | 22                       | 17                   |
| Lot 3202 on SP 284675 | 34                       | 34                   |
| Lot 3203 on SP 284675 | 25                       | 23                   |
| Lot 3204 on SP 284675 | 41                       | 44                   |
| Lot 3205 on SP 284675 | 41                       | 44                   |

443 Queen Street community titles scheme 56097

| Lot on Plan           | Contribution Entitlement | Interest Entitlement |
|-----------------------|--------------------------|----------------------|
| Lot 3206 on SP 284675 | 25                       | 23                   |
| Lot 3207 on SP 284675 | 33                       | 33                   |
| Lot 3208 on SP 284675 | 22                       | 16                   |
| Lot 3301 on SP 284675 | 22                       | 17                   |
| Lot 3302 on SP 284675 | 34                       | 34                   |
| Lot 3303 on SP 284675 | 25                       | 23                   |
| Lot 3304 on SP 284675 | 41                       | 45                   |
| Lot 3305 on SP 284675 | 41                       | 45                   |
| Lot 3306 on SP 284675 | 25                       | 23                   |
| Lot 3307 on SP 284675 | 33                       | 33                   |
| Lot 3308 on SP 284675 | 22                       | 16                   |
| Lot 3401 on SP 284675 | 22                       | 17                   |
| Lot 3402 on SP 284675 | 34                       | 34                   |
| Lot 3403 on SP 284675 | 25                       | 23                   |
| Lot 3404 on SP 284675 | 41                       | 45                   |
| Lot 3405 on SP 284675 | 41                       | 45                   |
| Lot 3406 on SP 284675 | 25                       | 23                   |
| Lot 3407 on SP 284675 | 33                       | 33                   |
| Lot 3408 on SP 284675 | 22                       | 17                   |
| Lot 3501 on SP 284675 | 22                       | 17                   |
| Lot 3502 on SP 284675 | 34                       | 34                   |
| Lot 3503 on SP 284675 | 25                       | 23                   |
| Lot 3504 on SP 284675 | 41                       | 45                   |
| Lot 3505 on SP 284675 | 41                       | 45                   |
| Lot 3506 on SP 284675 | 25                       | 23                   |
| Lot 3507 on SP 284675 | 34                       | 34                   |

443 Queen Street community titles scheme 56097

| Lot on Plan           | Contribution Entitlement | Interest Entitlement |
|-----------------------|--------------------------|----------------------|
| Lot 3508 on SP 284675 | 22                       | 17                   |
| Lot 3601 on SP 284675 | 22                       | 17                   |
| Lot 3602 on SP 284675 | 34                       | 34                   |
| Lot 3603 on SP 284675 | 25                       | 24                   |
| Lot 3604 on SP 284675 | 41                       | 45                   |
| Lot 3605 on SP 284675 | 41                       | 45                   |
| Lot 3606 on SP 284675 | 25                       | 23                   |
| Lot 3607 on SP 284675 | 34                       | 34                   |
| Lot 3608 on SP 284675 | 22                       | 17                   |
| Lot 3701 on SP 284675 | 22                       | 17                   |
| Lot 3702 on SP 284675 | 34                       | 35                   |
| Lot 3703 on SP 284675 | 68                       | 78                   |
| Lot 3704 on SP 284675 | 68                       | 78                   |
| Lot 3705 on SP 284675 | 34                       | 34                   |
| Lot 3706 on SP 284675 | 22                       | 17                   |
| Lot 3801 on SP 284675 | 22                       | 17                   |
| Lot 3802 on SP 284675 | 34                       | 35                   |
| Lot 3803 on SP 284675 | 68                       | 78                   |
| Lot 3804 on SP 284675 | 68                       | 78                   |
| Lot 3805 on SP 284675 | 34                       | 34                   |
| Lot 3806 on SP 284675 | 22                       | 17                   |
| Lot 3901 on SP 284675 | 22                       | 17                   |
| Lot 3902 on SP 284675 | 34                       | 35                   |
| Lot 3903 on SP 284675 | 68                       | 78                   |
| Lot 3904 on SP 284675 | 68                       | 78                   |
| Lot 3905 on SP 284675 | 34                       | 34                   |

443 Queen Street community titles scheme 56097

| Lot on Plan           | Contribution Entitlement | Interest Entitlement |
|-----------------------|--------------------------|----------------------|
| Lot 3906 on SP 284675 | 22                       | 17                   |
| Lot 4001 on SP 284675 | 22                       | 17                   |
| Lot 4002 on SP 284675 | 34                       | 35                   |
| Lot 4003 on SP 284675 | 69                       | 79                   |
| Lot 4004 on SP 284675 | 69                       | 79                   |
| Lot 4005 on SP 284675 | 34                       | 34                   |
| Lot 4006 on SP 284675 | 22                       | 17                   |
| Lot 4101 on SP 284675 | 22                       | 17                   |
| Lot 4102 on SP 284675 | 34                       | 35                   |
| Lot 4103 on SP 284675 | 69                       | 80                   |
| Lot 4104 on SP 284675 | 69                       | 80                   |
| Lot 4105 on SP 284675 | 34                       | 35                   |
| Lot 4106 on SP 284675 | 22                       | 17                   |
| Lot 4201 on SP 284675 | 64                       | 69                   |
| Lot 4202 on SP 284675 | 69                       | 80                   |
| Lot 4203 on SP 284675 | 69                       | 80                   |
| Lot 4204 on SP 284675 | 63                       | 68                   |
| Lot 4301 on SP 284675 | 64                       | 69                   |
| Lot 4302 on SP 284675 | 69                       | 80                   |
| Lot 4303 on SP 284675 | 69                       | 80                   |
| Lot 4304 on SP 284675 | 63                       | 68                   |
| Lot 4401 on SP 284675 | 64                       | 70                   |
| Lot 4402 on SP 284675 | 69                       | 81                   |
| Lot 4403 on SP 284675 | 69                       | 81                   |
| Lot 4404 on SP 284675 | 63                       | 68                   |
| Lot 4501 on SP 284675 | 64                       | 70                   |

443 Queen Street community titles scheme 56097

| Lot on Plan           | Contribution Entitlement | Interest Entitlement |
|-----------------------|--------------------------|----------------------|
| Lot 4502 on SP 284675 | 69                       | 81                   |
| Lot 4503 on SP 284675 | 69                       | 81                   |
| Lot 4504 on SP 284675 | 64                       | 69                   |
| Lot 4601 on SP 284675 | 64                       | 70                   |
| Lot 4602 on SP 284675 | 68                       | 78                   |
| Lot 4603 on SP 284675 | 69                       | 81                   |
| Lot 4604 on SP 284675 | 64                       | 69                   |
| Lot 4701 on SP 284675 | 138                      | 176                  |
| Lot 4702 on SP 284675 | 138                      | 176                  |
| <b>TOTAL</b>          | <b>10,014</b>            | <b>10,004</b>        |

**PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT**

1. The contribution schedule principle under section 46(7) of the *Body Corporate and Community Management Act 1997 (BCCM Act)* on which the contribution schedule lot entitlements for the community titles scheme has been decided is the relativity principle.
2. The relativity principle is the principle that the lot entitlements must clearly demonstrate the relationship between the lots in the community titles scheme by reference to one or more particular relevant factors.
3. Section 46A(3) of the BCCM Act states that a relevant factor (as referred to in paragraph 2 above) may, and may only, be any of the following:
  - a. the structure of the Scheme;
  - b. the nature, features and characteristics of the Lots in the Scheme; and
  - c. the purpose for which the Lots are used;
  - d. the impact the lots may have on the costs of maintaining the common property;
  - e. the market values of the lots.
4. Individual contribution schedule lot entitlements for the community titles scheme were decided by reference to the following factors:
  - a. the nature, features and characteristics of the Lots in the Scheme;
  - b. the purpose for which the Lots are used;
  - c. the impact the lots may have on the costs of maintaining the common property;
  - d. the market values of the lots,



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and, in having reference to these factors, it is considered just and equitable for there to be a variation, as set out in the table above, in the contribution schedule lot entitlements for the community titles scheme.

5. After having decided to use the relativity principle and by reference to the factors referred to in paragraph 4(a) to (d) above, the individual contribution lot entitlements for the community titles scheme were partially decided on the basis that the use of the lots and certain features or characteristics of lots in the community titles scheme impact on the cost to the body corporate of operating, repairing, maintaining, capital replacement and cleaning the common property. For example:
  - a. the size of a lot;
    - i. a lot which has a greater external surface area will have a higher contribution schedule lot entitlement than a lot which has a smaller external surface area because there is a higher cost of repairing, maintaining, replacing and cleaning that part of the common property surrounding the lot with the greater external surface area;
    - ii. the greater the floor area of a lot, the greater the prospective demand on the common property to protect, support, service and generally benefit the lot with corresponding greater cost to the body corporate in the provision of and in the repair, maintenance, capital replacement and, as applicable, cleaning of the common property provided to the lot and therefore a lot which has a greater floor area will have a higher contribution schedule lot entitlement than a lot which has a smaller floor area because there is a higher cost;
  - b. the location of a lot: the higher in the building a lot is located, the greater the prospective demand on the common property to protect, support, service and generally benefit the lot with corresponding greater cost to the body corporate in the provision of and in the repair, maintenance, capital replacement and, as applicable, cleaning of the common property provided to the lot and therefore a lot which is higher in the building will have a higher contribution schedule lot entitlement than a lot which is lower in the building;
  - c. the number of potential occupants: the greater potential occupants in a lot, the greater the prospective demand on the body corporate and the common property due to greater use of the common property and therefore a lot which potential has a greater number of occupants will have a higher contribution schedule lot entitlement than a lot which has a potential lower number of occupants;
  - d. use of the lots: certain lots will be used for retail and commercial purposes. These lots have a higher impact on costs to the body corporate for the repair, maintenance and capital replacement of certain common property used for retail and commercial purposes due to higher number of potential users, but these lots do not use other residential facilities such as the residential car park areas, swimming pool, gymnasium and residents garden and these factors are taken into account in determining the relativity of contribution schedule lot entitlements between retail and commercial lots compared to residential lots.
6. In addition to the matters set out in paragraph 5 above, lots with a higher market value have a higher contribution schedule lot entitlement relative to lots with a lower market value.

**PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT**

The interest schedule lot entitlements for lots in the community titles scheme reflect the respective market values of the lots.

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**SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

Section 66(1)(f) and section 66(1)(g) of the *Body Corporate and Community Management Act 1997* do not apply to this Scheme.

**SCHEDULE C BY-LAWS**

**1. Interpretation**

These By-Laws are to be interpreted in accordance with the following rules:

- (a) terms not defined in this CMS but defined in the BCCM Act have the meanings given to them in the BCCM Act.
- (b) headings are for guidance only and are not to be used as an aid in interpretation.
- (c) plurals include the singular and singular include the plural.
- (d) reference to either gender includes a reference to the other gender.
- (e) reference to the whole includes any part of the whole.
- (f) reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (g) in any combination or list of options, the use of the word *or* is not used as a word of limitation.
- (h) use of the word *including* and any similar expression is not used as a word of limitation.
- (i) reference to a person includes a firm, a body corporate, an unincorporated association or an authority.
- (j) all By-Laws must be construed so as to be valid, legal or enforceable in all respects. If any By-Law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such By-Law cannot be read down it, is deemed void and is severed and the remaining By-Laws are not in any way affected or impaired.

**2. Definitions**

In this CMS, unless the contrary intention appears:

- (a) **Accommodation Module** means the *Body Corporate and Community Management (Accommodation Module) Regulation 2008*.
- (b) **Authority** means any body, government or otherwise, or person having or exercising control over the use or the operation of the Scheme.
- (c) **BCCM Act** means the *Body Corporate and Community Management Act 1997* and the Regulation Module applying to the Scheme.
- (d) **Body Corporate** means the body corporate of the Scheme.

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- (e) **Breach** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:
- (i) these By-Laws;
  - (ii) the BCCM Act;
  - (iii) any registered covenant, easement or other encumbrance over the Common Property.
- (f) **By-Laws** means these by-laws.
- (g) **CMS** means this community management statement.
- (h) **Common Property** means the common property of the Scheme (and includes any common property on further development of the Scheme).
- (i) **Costs** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever, including where appropriate:
- (i) legal fees on a solicitor and own client basis; and
  - (ii) the cost of rectifying any Breach, or making good any damage caused by a Breach.
- (j) **Council** means Brisbane City Council.
- (k) **Dining** means the purpose of dining and all purposes generally associated with the operation of a café, restaurant or similar business including operation of functions and the consumption of food and alcohol.
- (l) **Display Unit** means a Lot or Lots used to promote further sales of lots.
- (m) **Invitee** includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee or licensee of an Owner or Occupier.
- (n) **Law** means any statute, rule, regulation, proclamation, ordinance or by-law or statutory instrument.
- (o) **Lot** means a lot in the Scheme and includes all improvements constructed on or within a lot and any areas of Common Property which may be used by occupants of the lot under an exclusive use by-law allocation.
- (p) **Lot Utility Infrastructure** means utility infrastructure which is not Common Property as contemplated by section 20(1)(b) of the BCCM Act.
- (q) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.
- (r) **Occupier** means any occupier of a Lot and includes:
- (i) the Owner (where the context requires, even if the Owner is not in occupation of the Lot);
  - (ii) a mortgagee in possession;
  - (iii) a tenant or lessee (of a Lot or a part of a Lot) ; and
  - (iv) an occupier of a part of a Lot.



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- (s) **Original Owner** means CBUS PROPERTY BRISBANE PTY LTD ACN 169 683 292.
- (t) **Owner** has the meaning defined by the BCCM Act and includes the successors in title and assigns of the Owner.
- (u) **Pets:**
  - (i) includes dogs, cats, birds and other animals normally kept as pets; and
  - (ii) do not include exotic animals or other animals which are inappropriate for residential uses such as the Scheme, for example, farm animals, snakes or wildlife.
- (v) **Residential Lots** means all the lots in the Scheme other than the Retail Lots.
- (w) **Retail Lots** mean Lots 1, 2 & 3 in the Scheme (and any lots created from them following their subdivision or amalgamation).
- (x) **Scheme** means 443 Queen Street community titles scheme.
- (y) **Scheme Land** means all the land contained in the Scheme.
- (z) **Secretary** means the secretary of the Body Corporate.

**3. Observance of By-Laws and Peaceful Enjoyment**

- 3.1 Occupiers must observe and ensure that their Invitees observe these By-Laws.
- 3.2 Occupiers must not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers.
- 3.3 An Owner whose Lot is the subject of a tenancy or other occupancy arrangement must take all reasonable steps to ensure their Occupier observes these By-Laws.
- 3.4 An Owner must give a copy of these By-Laws to any Occupier of a Lot.

**4. Throwing or Dropping Objects**

Occupiers must not throw, drop or allow to throw any object or substance from their Lot or the Common Property in or onto another Lot or the Common Property or to outside of the Scheme.

**5. Moving In & Out of Scheme**

- 5.1 All moving of furniture and other materials in and out of the Scheme, regardless of size, must be booked through the manager or system of the Body Corporate.
- 5.2 Protective lift curtains must be used for all moves.
- 5.3 The main entry foyer of the Scheme must not be used for moving purposes.

**6. Vehicles**

- 6.1 An Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
  - (a) park a vehicle or allow a vehicle to stand on the Common Property; or
  - (b) permit an Invitee to park a vehicle or allow a vehicle to stand on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitor's vehicles.

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- 6.2** An approval under sub-section 1 must state the period for which it is given, with the exception of designated visitor parking.
- 6.3** However, the Body Corporate may cancel the approval by giving 7 days written notice to the Owner or Occupier, with the exception of designated visitor parking.
- 6.4** The Body Corporate is empowered to remove vehicles parked illegally on Common Property by towing or other means.
- 6.5** Vehicles parked within the Scheme must be kept clean and in a roadworthy condition.
- 6.6** Occupiers must observe any speed limits imposed within the Scheme.
- 6.7** Occupiers must obey the reasonable directions and requirements of the Body Corporate concerning keeping of the electric scooters, electric bikes, electric skateboards or similar battery powered devices (**Relevant Devices**) on Scheme Land.
- 6.8** If the Body Corporate designates an area for the storing of Relevant Devices, Occupiers must only store the Relevant Devices in the areas nominated by the Body Corporate.

**7. Use of Lots**

- 7.1** Subject to these By-Laws (including the rights of a caretaking service contractor or agent holding a letting authorisation from the Body Corporate), Owners and Occupiers must not use or permit Residential Lots to be used other than as a private residence by them or for accommodation of their guests and visitors.

**7.2** Notwithstanding By-law 7.1:

- (a) an Owner or Occupier of a Residential Lot may rent out their Lot or permit their Lot to be temporarily occupied by others from time to time provided that in no event must any individual rental or occupancy be for a period of less than 90 days;
- (b) Occupiers may, providing that it is lawful to do so, carry out a home occupation or home business from a Residential Lot and may receive occasional visitors (between the hours of 9am - 5pm) for that purpose providing the:
- (i) use does not conflict with the rights of any caretaking service contractor or party holding a letting authorisation from the Body Corporate;
- (ii) use is lawful and all necessary permits for the use are held;
- (iii) use does not unreasonably interfere with the amenity of other Occupiers; and
- (iv) Occupier obeys the reasonable directions and requirements of the Body Corporate.

**7.3** Owners and Occupiers must not:

- (a) permit any agent to advertise or market for short term accommodation or share accommodation in the Scheme; or
- (b) advertise that the Residential Lot is available for lease or occupancy,

in breach of these By-laws.

- 7.4** The Scheme has been approved for Class 2 dwellings only and not for any hotel or short term letting purposes. As a consequence, any use of the Residential Lot contrary to this By-law is prohibited and, as such, use will be inconsistent with the relevant planning instrument, approval for the Scheme, the

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certificate of occupancy for the building for the Scheme or the conditions of any insurance policy effected by the Body Corporate for the Scheme.

**7.5** Notwithstanding By-law 7.1, any lot (if any) which includes a manager's office may be used for the purposes of the:

- (a) business of the caretaking of; and
  - (b) operation of a letting agents business for,
- the Scheme.

**7.6** Flammable substances must not be stored within Residential Lots unless the substance is used for normal domestic use.

**7.7** No auction sale is to be conducted or to take place within the Scheme.

**7.8** Subject to these By-laws, any Retail Lots:

- (a) may, subject to By-law 7.8(b), be used for any lawful non-residential purpose;
- (b) may not be used for any purpose which restricts the Body Corporate from obtaining building or other insurances required under the BCCM Act or which a prudent Body Corporate proposes to effect; and
- (c) must not be used as part of an enterprise that carries on the business of management of letting or sales of Residential Lots, unless the occupant of the Retail Lot, or a party related to it, holds an authorisation from the Body Corporate to carry out such a business.

**7.9** Lots must not be used:

- (a) for any purpose that may cause a nuisance or hazard or is in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;
- (b) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme; or
- (c) for any purpose that may endanger the safety or good reputation of persons residing within the Scheme.

**8. Maintenance of Lots**

Occupiers must:

- (a) maintain and repair their Lot and keep it clean and free of rubbish and vermin so that it is not offensive in appearance to other Occupiers;
- (b) keep accessible windows and glass clean; and
- (c) ensure that all balconies and terraces forming part of their Lot do not leak resulting in water escaping into other Lots or Common Property.

**9. Alteration to Lots**

**9.1** Lots must not be altered in any way without the prior approval in writing of the Body Corporate. The Body Corporate must not unreasonably withhold its consent to an alteration, and may give its consent subject to reasonable conditions.



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- 9.2** No approval of the Body Corporate is necessary for minor maintenance of the internal area of the Lot such as painting of internal walls and replacement of carpet providing that the colours of such finishes visible from outside of the Lot are in keeping with the colours used in the Scheme generally.
- 9.3** An Owner must submit to the Body Corporate plans and specifications and any other details required by the Body Corporate in respect of any proposed alterations.
- 9.4** No alteration to a Lot is to be made unless all necessary Council and other approvals have first been obtained by the Owner.
- 9.5** Unless specifically shown as such on the Council approved plans for the Scheme, balconies and terraces are to remain unenclosed and there are to be no shutters, glazing, louvers, blinds or similar structures on balconies and terraces.
- 9.6** Owners must not install hard floor finishes in their Lots without approval in writing of the Body Corporate which may be given subject to conditions. The Body Corporate in giving any such approval must seek to procure that the floor finishes installed minimise the transfer of noise from floor to floor within the Scheme.
- 9.7** This By-law does not apply to any lots in the Scheme which may be used for hospitality, retail or commercial purposes. Those lots are entitled to make alterations providing;
- (a) the Owner has first obtained all necessary Council and other approvals to the alteration; and
  - (b) the alterations are in accordance with the standard and general appearance of the Scheme.
- 10. Appearance of Lots**
- 10.1** The purpose of this By-Law is to ensure that the Scheme remains at all times visually uniform, tidy in appearance and includes garden areas and plants which are compatible with and conform to the landscaping of the Scheme generally.
- 10.2** Unless approved in writing by the Body Corporate, an Occupier must not:
- (a) hang any washing, bedding or other articles;
  - (b) display any sign, banner, advertisement or similar articles;
  - (c) use any part of the Lot for storage;
  - (d) keep any oversized plants (as determined by the Body Corporate); and
  - (e) install any aerials, receivers or the like,
- if visible from outside of the Lot.
- 10.3** An Occupier must not hang curtains or blinds, apply window tinting or install screens or similar devices which are visible from outside of the Lot unless it is of mid-grey backing or otherwise in compliance with any pre-approved specifications or otherwise first approved in writing by the Body Corporate. The Body Corporate must have regard to the purpose of this By-Law in giving any approval.
- 10.4** Occupiers (and if the Lot is vacant, Owners) must regularly clear the post box for the Lot.
- 10.5** An Occupier of a Lot which contains any garden area or feature plants must maintain that area or plants so as to achieve the purpose of this By-Law.
- 10.6** An Occupier of a Lot must maintain any external sliding screen on any doorway of their Lot so as to achieve the purposes of this By-Law.

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**11. Inspection of Lots**

**11.1** Occupiers must permit, (upon 3 days Notice from the Body Corporate, other than in an emergency when no notice is required) representatives of the Body Corporate access to or through their Lot to:

- (a) access Common Property for any reason;
- (b) read any meter, conduct inspections or test any equipment;
- (c) trace and repair any leakage or defect in equipment; and
- (d) maintain any equipment.

**11.2** If an Occupier does not permit access, the Body Corporate may effect entry and will not be liable for any damage occasioned in effecting the entry.

**11.3** The Body Corporate, in exercising its powers under this By-Law, will ensure that it causes as little inconvenience to the Occupier as is reasonable in the circumstances.

**12. Access through Lots**

**12.1** If the Body Corporate gives the Occupier reasonable notice of the intention to enter the Lot (except in the case of emergency when no notice is required) in order to access Common Property for any purpose, an Occupier must permit representatives, agents and contractors of the Body Corporate access through the Lot at all reasonable times.

**13. Behaviour of Occupiers and Invitees**

**13.1** Subject to sub-clause 2 below, all Occupiers and Invitees ;

- (a) must not make or permit any noise likely to unreasonably interfere with the peaceful enjoyment of other Occupiers and Invitees;
- (b) must take all practical means to minimise annoyance to others including by closing doors, windows and curtains;
- (c) leaving or entering after 11.00 pm must do so quietly; and
- (d) must be appropriately dressed when visible from Common Property, other Lots or outside the Scheme.

**13.2** The Occupants of the Retail Lots may use the Lots in a manner which is reasonable considering that the lots used for hospitality, retail or commercial purposes and are located within the Scheme in areas which are detached from the Residential Lots.

**14. By-Law 37- Strong Wind Event**

**14.1** Occupants must ensure that, at all times:

- (a) while a Lot is not occupied; and
- (b) when a Lot is occupied during a strong wind event (such as a thunderstorm downburst),

that:

- (i) loose and lightweight furniture and chattels are not kept on the balcony; and

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- (ii) all external doors and windows are properly secured and closed so as to minimise the impact of a strong wind event such as:
  - (A) substantial water ingress causing internal damage to the Lot and possibly other Lots within the Scheme; and
  - (B) substantial pressure differential between Lots with closed windows and doors and Lots which do not have closed windows and doors, which pressure differential results in net load across dividing walls and external windows being affected causing cracking and possible wall failure.

**15. Insurance**

- 15.1** Occupants of residential Lots must not bring on to, or do any thing in or on their Lots which may increase the rate of insurance of the scheme or which may conflict with the laws relating to fires or any insurance policy for the Scheme or the regulations of any Authority.

**16. Garbage Disposal**

**16.1** Garbage must:

- (a) be kept in a clean and dry garbage receptacle within a Lot or on Common Property areas designated for keeping garbage;
- (b) be disposed in a manner that will not adversely affect the health, hygiene or comfort of other persons; and
- (c) not be deposited on the Common Property.

- 16.2** The Body Corporate may devise and adopt a garbage storage and removal system from time to time which must be complied with by Occupiers.

- 16.3** The Body Corporate must give and is empowered to give any indemnities in favour of Council or other Authority to facilitate the removal of garbage including in relation to damage caused to improvements and infrastructure by garbage removal vehicles.

- 16.4** The Retail Lots must only dispose of their garbage into receptacles designated by the Body Corporate. The Retail Lots are responsible for payment of any additional garbage removal costs which are attributable to the use of the Retail Lots for retail or commercial purposes. The Retail Lots are responsible for the disposal of their recycling at their cost.

**16.5** Occupiers must use any waste chute:

- (a) in accordance with all signs and directions of the Body Corporate and any manager of the Scheme concerning them;
- (b) only by placing items into the chute that are small enough to travel freely through the chute;
- (c) by not placing folded boxes or other items which might tend to unfold whilst passing through the chute (for example, pizza boxes);
- (d) by wrapping all food scraps or lighter items in containers, such as plastic bags;
- (e) by only placing seafood, odorous items or items which will quickly decompose and become odorous, in the chute the evening prior to the due date for collection of waste.



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**17. Keeping of Pets**

**17.1** Occupiers keeping Pets must comply with the following conditions, as applicable to their Pet:

- (a) a maximum of 2 Pets must occupy a Lot at any time;
- (b) a photo of each Pet must be provided to the committee of the Body Corporate before the Pet is brought onto the Scheme;
- (c) Pets must wear an identification tag, tattoo or microchip;
- (d) if applicable, Pets must be licensed or registered;
- (e) clean and remove any mess left on Common Property;
- (f) ensure that Pets are appropriately restrained while on Common Property;
- (g) ensure Pets are at all times kept clean, quiet, controlled and within their Lot;
- (h) Pets must not be left unattended within a Lot for more than 24 consecutive hours;
- (i) any damage caused to Common Property or any Lot must be repaired at the cost of the relevant Occupier;
- (j) only take Pets into a lift if the occupants of the lift at the time verbally consent to the Pet entering the lift;
- (k) access with Pets must only be through the river side lobby door and not the Queen Street entrance;
- (l) Pets are not allowed in any recreation area, unless designated for Pet recreation use.

**17.2** An Occupier who fails to comply with the conditions in By law 16.1, must remove their Pet from the Scheme if directed by the Body Corporate.

**17.3** Occupiers mentioned in section 5 of the Guide, Hearing and Assistance Dogs Act 2009 (Qld) have the right to be accompanied by a guide dog while within the Scheme.

**17.4** Animals which are not Pets may not be kept within the Scheme.

**18. Broadband Infrastructure**

The Body Corporate and each Owner and Occupier:

- (a) grants to NBN Co Limited (or any other supplier of broadband network fibre infrastructure from time to time) (**Network Supplier**) an exclusive licence to use the relevant utility infrastructure relating to broadband fibre optic network while that party supplies the broadband fibre optic network to the Scheme, which licence may be the subject of a sub-licence or transfer to another party at the discretion of the Network Supplier;
- (b) must maintain and repair the relevant utility infrastructure relating to broadband fibre optic network in a timely manner or within such time as notified by the Network Supplier;
- (c) must ensure that the minimum spatial requirements between the utility infrastructure and any third party infrastructure are adhered to while the broadband fibre optic network supplied by the Network Supplier is located within the relevant utility infrastructure; and

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(d) agrees to:

- (i) give reasonable assistance to the Network Supplier in issuing notices under the *Telecommunications Act* and the Telecommunications Code of Practice;
- (ii) waive its rights to receive notice under the *Telecommunications Act* in relation to the power to inspect land, install a low impact facility or maintain a facility; and

if requested by the Network Supplier, confirm and agree to the matters set out in this By-Law in a form reasonably satisfactory to the Network Supplier.

**19. Protected Vegetation & Tree Protection Zone**

Occupiers must not in any way interfere with any protected vegetation or tree protection zones (including trees within those zones) concerning the Scheme or properties nearby or adjacent to the Scheme.

**20. Various matters concerning Common Property**

**20.1** Occupants must comply with all Scheme maintenance and safety requirements;

**20.2** Bicycles must only be stored in bicycle racks provided by the Body Corporate and must be locked to prevent theft. Bicycles may only be brought into and out of the Scheme by way of the carpark entry (and not through the ground floor lobby).

**20.3** Occupiers must not:

- (a) interfere with the lawful use of the Common Property;
- (b) interfere with the use of access ways on the Common Property or any easement giving access to or through the Common Property;
- (c) use Common Property facilities for any purpose for which they were not intended for use;
- (d) alter, operate, damage or in any way deface any structure that forms part of the Common Property or any Body Corporate asset without the written consent of the Body Corporate; or

**20.4** Occupiers must give Notice to the Body Corporate of any accident which occurs or arises out of or relates to Common Property.

**20.5** No auction sales are to be conducted upon the Common Property without the prior written permission of the Body Corporate.

**20.6** An Occupier must not smoke (including e-cigarettes):

- (a) anywhere on the Common Property;
- (b) on a balcony of a Lot; or
- (c) in a Lot:
  - (i) without having any internal windows to any atrium closed; and
  - (ii) in circumstances where another person's use or enjoyment of another Lot is unreasonably interfered with by the smoke drift.

**20.7** An Occupier must not dispose of cigarette butts or ash by throwing such items from the balcony of a Lot and must dispose of cigarette butts or ash by putting such items in a closed container in their Lot.



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**21. Exclusive Use of Residential Common Property Areas**

**21.1** Common Property areas have been designed and constructed to function and operate as 2 distinct purpose areas, namely;

- (a) residential purpose areas; and
- (b) hospitality, retail or commercial purpose areas.

**21.2** Occupiers of the Residential Lots have the exclusive use of the residential Common Property areas including

- (a) the lifts accessing the residential areas;
- (b) the recreational and entertainment facilities, including any residents foyer area, swimming pool, spa, associated rest rooms, gymnasium, residents lounge, barbecue areas and similar areas clearly intended for residential use purposes; and
- (c) access and driveway areas required to access those parts of the Scheme which includes the car parking for the Occupiers of the Residential Lots.

**21.3** The Residential Lots are solely responsible for the costs of operation, cleaning, maintenance, upkeep, repair and replacement of the residential areas, such costs to be allocated in accordance with the contribution schedule lot entitlements of the Residential Lots.

**22. Communal Areas**

In respect of communal areas such as dining areas, barbeque areas, lounge areas and the pool deck (**Communal Areas**):

- (a) the Body Corporate may operate a booking system for parts of the Communal Areas. If there is a booking system, the Body Corporate:
  - (i) may set time-periods to allow reasonable use of those facilities;
  - (ii) may set a maximum advance period during which bookings will be taken;
  - (iii) may set a maximum number of bookings that can be taken from Occupiers in a particular period, but this must not be used to prevent people using a facility when it will otherwise be unoccupied;
  - (iv) may appoint someone to manage the bookings;
  - (v) must take reasonable steps to ensure that all Occupiers are able to have fair and reasonable access to the facilities; and
  - (vi) must not allow Communal Areas to be booked on high use days and nights, such as new years eve, Christmas eve, Christmas day, Australia Day, any time over the Easter long weekend and the day and night of River Fire.
- (b) Occupiers must ensure that their visitors are supervised at all times whilst using the Communal Areas;
- (c) Occupiers must ensure they tidy furniture and remove rubbish immediately after use of the Communal Areas; and
- (d) Occupiers must ensure that the Communal Areas are not used for any unlawful or immoral purpose.

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**23. Lot Utility Infrastructure located on Common Property**

**23.1** Lot Utility Infrastructure may, subject to consent of the Body Corporate, be located on Common Property such as roof top areas. No consent is required for Lot Utility Infrastructure which is installed by the Original Owner.

**23.2** Owners are responsible for:

- (a) the repair, maintenance and replacement of: and
- (b) any loss or damage to,  
Lot Utility Infrastructure.

**23.3** The Body Corporate must allow access to service contractor of Owners to the area of Common Property where the Lot Utility Infrastructure is located at all reasonable times and upon reasonable notice to enable Owners to comply with this By-law.

**24. Supply of Utilities**

**24.1** This By-law applies to the supply of any utilities in the Scheme by the Body Corporate including:

- (a) hot water from a central hot water system;
- (b) chilled water for air conditioning;
- (c) any form of energy.

In this By-law these are called the **Metered Utilities**.

**NOTE - At the time of recording of the first CMS for the Scheme, there is not proposed to be any Metered Utilities supplied by the Body Corporate.**

**24.2** The Body Corporate must not supply a Metered Utility to a Lot, and the Owner must not take the Metered Utility from the relevant supply system, unless:

- (a) there is a functioning supply meter to measure the supply of the Metered Utility to the Lot; and
- (b) the Owner and the Body Corporate have entered into an agreement for the supply of the Metered Utility to the Lot (**Supply Agreement**).

**24.3** A Supply Agreement:

- (a) must comply with any requirements of the law;
- (b) must require the Owner or Occupier of the Lot (who elects to take utility supply from the Body Corporate) to pay the Body Corporate for the supply of the Metered Utility during billing periods determined by the Body Corporate (which must be the same for each Lot);
- (c) must provide that the amount payable for the Metered Utility is to be the total of:
  - (i) any administration, maintenance or service cost apportioned or calculated per Lot; and
  - (ii) the total cost to the Body Corporate of the utility or other consumable used in the Metered Utilities, divided between the Lots and Common Property according to the metered supply to each Lot in the billing period;

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- (d) may require payment of a security deposit determined from time to time by the Body Corporate; and
- (e) must entitle the Body Corporate to cut off the supply of the Metered Utility to a Lot if the Owner or Occupier of the Lot does not pay an account within the payment period specified by the Body Corporate (which must be the same for each Lot).

**24.4 The Body Corporate:**

- (a) may refuse to enter into Supply Agreements with a person who is not the Owner of the Lot; and
- (b) must not refuse to enter into a Supply Agreement with an Owner of a Lot if the Owner:
  - (i) has paid the required security deposit; and
  - (ii) is not in arrears for the previous supply of a Metered Utility.

**24.5 A Supply Agreement cannot require a new Owner or Occupier of a Lot to pay arrears owing under a Supply Agreement with a previous Owner or Occupier of the Lot unless:**

- (a) the ownership of the Lot has changed as a result of an inheritance or a family or defacto law disposition; or
- (b) the arrears are owed by the tenant of the person seeking the new Supply Agreement.

**24.6 An Owner must not in any circumstances interfere with a Metered Utility meter or any of the plant and equipment under which a Metered Utility is supplied, other than to carry out maintenance that:**

- (a) is the Owners responsibility; and
- (b) has been approved in writing by the Body Corporate and is carried out by a tradesperson approved by the Body Corporate.

This By-law does not apply to pipes within an Owners Lot that only service that Lot.

**25. Security System**

**25.1 Windows and external doors in Lots must be locked when nobody is in the Lot.**

**25.2 The Body Corporate may provide a security key and access control system (security system) regulating access to and within the Scheme (not including access to an individual Lot). This security system may restrict access to floors of any building that only contain other Lots.**

**25.3 Under the security system, the keys and access controls provided for individual Lots will allow access to:**

- (a) the Scheme; and
- (b) the floor containing the individual Lot to be accessed by the Occupant entitled to access the Lot;
- (c) the car park; and
- (d) some facilities in the Common Property.

**25.4 The following rules apply to the security system:**

- (a) the Body Corporate must supply keys or the code to each Owner;



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- (b) the Body Corporate need not supply any additional or replacement keys unless you pay the costs of those keys;
  - (c) the Body Corporate must be notified of any lost keys as soon as possible;
  - (d) the Body Corporate must cancel keys that are reasonably believed to be lost;
  - (e) each Occupant must comply with the security system, including closing doors and gates; and
  - (f) Occupants must not do anything that may affect the operation of the security system.
- 25.5** The Body Corporate may also provide keys and access controls to its employees and contractors. The access given to employees and contractors must be limited to the needs of their jobs.
- 26. Exclusive Rights of Caretaker and Letting Agent**
- 26.1** While a party holds an authorisation from the Body Corporate to act as a letting agent for the Scheme (**Letting Authorisation**), that party may conduct a letting and selling agents business from the Scheme (including from within any Lot in the Scheme) to the exclusion of all others.
- 26.2** While a service contractor is engaged by the Body Corporate to manage and maintain the Common Property (**Caretaking Engagement**), that service contractor may provide its services to the Body Corporate (in accordance with the terms of that engagement) to the exclusion of all others.
- 26.3** The authorised or engaged party may affix and display on the Common Property such signs and advertisements as may be reasonably required by it in the performance of its duties and in the exercise of its rights under any authorisation or engagement.
- 26.4** Whilst a party holds a Letting Authorisation or Caretaking Engagement (**Agreements**), the Body Corporate will not:
- (a) directly or indirectly provide any of the services set out in the Agreement;
  - (b) permit any person, including its staff to carry on or render or be concerned in any business which competes with the business carried on under the Agreements;
  - (c) enter into with any other person an agreement, authority or appointment which is similar to the Agreements; and
  - (d) make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on under the Agreements.
- 27. Lease or Licence of Common Property**
- The Original Owner may by notice to the Body Corporate direct the Body Corporate to grant a lease or licence over areas of Common Property to utility providers or retailers on such terms and conditions as the Original Owner determines. If that happens, the Body Corporate is required to grant the lease or licence as directed by the Original Owner and such grant may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by Section 159(4) of the Accommodation Module. Without limitation, the lease or licence may be granted on the basis that the lessee or licensee pays the Original Owner a fee for procuring the grant of the lease or licence which fee will be retained by the Original Owner for its total benefit. For example, the Original Owner may give a notice to the Body Corporate for a lease or licence for the following matters:
- (a) a lease of the rooftop area to a telecommunications provider for the installation and use of telecommunications equipment;

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- (b) a licence to a coffee shop operator in respect of part of the ground floor foyer or other common property area (occupation of any common use areas outside an approved tenancy will be subject to achieving consent prior to occupation from Council or any relevant authority); or
- (c) a lease in favour of an electricity utility supplier for the keeping of electricity infrastructure.

**28. Display Unit and Promotional Functions**

Despite anything else in these By-Laws, the Original Owner may:

- (a) use or permit any Lot to be used, for the purposes of a Display Unit;
- (b) erect or permit signage to be erected within the Scheme (provided this complies with all laws); and
- (c) carry out promotional and marketing functions from the Common Property.

**29. Exclusive Use Common Property - Retail Bin and Ancillary Storage Area**

**29.1 Definitions for By-law 29**

In this By-law 29:

- (a) **RBSA Costs** means all costs incurred by the Body Corporate associated with the bin storage area allocated under this by-law 29 including waste removal costs, cleaning costs and other normal or routine maintenance costs, but not costs or expenses of a capital nature; and
- (b) **Bin and Ancillary Storage** means the purpose of:
  - (i) bin storage and keeping of waste and all purposes generally associated with temporary depositing, storage and removal of waste; and
  - (ii) general storage, including without limitation, storage of kegs and equipment.

**29.2 Specified rights of exclusive use - Retail Bin and Ancillary Storage**

The occupiers of the Lots set out in Schedule E (**Retail Bin Storage Lots**):

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked 'A' attached hereto; and
- (b) may use those exclusive use areas for the purposes of Bin and Ancillary Storage.

**29.3 Costs of use of Retail Bin and Ancillary Storage**

- (a) The Retail Bin Storage Lots must pay all the RBSA Costs (incurred by the Body Corporate), and, if more than one Lot, in accordance with the following formula:

$$\text{RBAP} = (\text{RB Annual Costs} \div \text{RBNL})$$

Where:

**RBAP** means the amount payable by each Retail Bin Storage Lot per year;

**RB Annual Costs** means the total RBSA Costs for the relevant 12 month period; and

**RBNL** means the number of Retail Bin Storage Lots.

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- (b) The Body Corporate must levy the Retail Bin Storage Lots for the payment of the RBSA Costs (plus GST) at such times as determined by the Body Corporate, but must do so at least once in each financial year of the Body Corporate.

**29.4 Other matters about exclusive use Bin and Ancillary Storage areas**

Owners and Occupiers of Retail Bin Storage Lots must:

- (a) ensure that all waste is placed in and kept in waste receptacles within the Bin and Ancillary Storage area in a neat and tidy manner, and if applicable, in particular receptacles within the area as may be designated by the Body Corporate;
- (b) take reasonable steps to minimise offensive waste odour from escaping the Bin and Ancillary Storage area;
- (c) only use the areas for Bin and Ancillary Storage and no other purposes;
- (d) not make structural or permanent improvements to the area without the approval of the Body Corporate;
- (e) not store anything within the Bin and Ancillary Storage area in a way that impedes mechanical ventilation or prejudices fire services in the relevant area; and
- (f) not use the Bin and Ancillary Storage areas
  - (i) for any purpose that may cause a nuisance or hazard;
  - (ii) for any illegal or immoral purpose;
  - (iii) for any purpose that may endanger the safety of persons within the Scheme; or
  - (iv) for the storage of:
    - (A) flammable or illegal substances; or
    - (B) pets.

**30. Exclusive Use Common Property - Grease Trap**

**30.1 Definitions for By-law 30**

In this By-law 30:

- (a) **GT Costs** means all costs incurred by the Body Corporate associated with the Grease Trap (including the area in which the Grease Trap is located) allocated under this by-law 30 including grease removal and treatment costs, cleaning costs and other normal or routine maintenance costs, but not costs or expenses of a capital nature; and
- (b) **Grease Trap** means a device for the filtering of fats, oils, greases and solids from waste water located in an area of Common Property.

**30.2 Specified rights of exclusive use - Grease Trap**

The occupiers of the Lots set out in Schedule E (**Grease Trap Lots**):

- (a) have the exclusive use of the exclusive use areas (being beneath the surface of the ramp) and respectively identified in Schedule E and as identified on sketch plans marked 'A' attached hereto; and



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- (b) may use those exclusive use areas for the purposes of a Grease Trap.

**30.3 Costs of use of Grease Trap**

- (a) The Grease Trap Lots which use the Grease Trap must pay all the GT Costs (incurred by the Body Corporate), and, if more than one Lot, in accordance with the following formula:

$$\text{GTAP} = (\text{GT Annual Costs} + \text{GTNL})$$

Where:

**GTAP** means the amount payable by each Grease Trap Lot which uses the Grease Trap per year;

**GT Annual Costs** means the total GT Costs for the relevant 12 month period; and

**GTNL** means the number of Grease Trap Lots who use the Grease Trap.

- (b) The Body Corporate must levy the relevant Grease Trap Lots (who use the Grease Trap) for the payment of the GT Costs (plus GST) at such times as determined by the Body Corporate, but must do so at least once in each financial year of the Body Corporate.

**30.4 Other matters about exclusive use Grease Trap areas**

- (a) Owners and Occupiers of the Grease Trap Lots who use the Grease Trap must:
- (i) use the Grease Trap in accordance with any manufacturers specifications and requirements from time to time;
  - (ii) only use the exclusive use area for the Grease Trap and no other purposes; and
  - (iii) not make structural or permanent improvements to the area in which the Grease Trap is located.
- (b) Concerning the Grease Trap area and any device:
- (i) the Grease Trap device is located beneath the surface of a ramp;
  - (ii) Occupiers and Invitees may pass over the surface of the exclusive use area on the ramp where the Grease Trap device is located; and
  - (iii) rights under this By-law 30 extend only to access to that area beneath the surface of the ramp where the Grease Trap device is situated as required for the purpose of using the Grease Trap.

**31. Exclusive Use Areas - Car Parks**

**31.1 Specified rights of exclusive use - car parks**

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked 'A' attached hereto; and
- (b) may use those exclusive use areas for the purposes of car parking.

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**31.2 Exclusive use allocations and reallocations**

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for car parking purposes.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
  - (i) a written notice that states:
    - (A) the Lots for which exclusive use car park areas are to be allocated; and
    - (B) the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
  - (ii) if necessary, a plan showing the relevant exclusive use car park areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
  - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use car park areas under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use car park areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights concerning car park areas allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this By-law 31.2 may also be done by the agent of the Original Owner.

**31.3 Recording allocations, reallocations and revocations**

- (a) If any exclusive use car park area is allocated, reallocated or an allocation is revoked under this By-law then the Body Corporate must:
  - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
  - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

**31.4 Other matters about exclusive use car park areas**

- (a) Exclusive use car parks may only be used for parking registered cars, registered utility vehicles, registered motorcycles, boats on registered trailers, registered box trailers, registered four wheel drive vehicles and bicycles (**Permitted Vehicles**).
- (b) A Permitted Vehicle must not be parked in a car park unless all parts of the Permitted Vehicle are within the exclusive use car park.
- (c) No storage cage or unit is to be installed in an EU Area with the purpose for car parking..



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- (d) A person must not carry out any maintenance or repair work or external cleaning on a Permitted Vehicle while it is in an exclusive use car park. However, emergency repairs are permitted to the extent they are required to make a Permitted Vehicle operational.
- (e) The Body Corporate is entitled to pass through an exclusive use car park where necessary to obtain access to a part of the Common Property.

**31.5 Future EV Charging**

- (a) In this By-law 31.5:
  - (i) **EV Charger** means a device that is:
    - (A) compatible with the base electrical infrastructure for the Scheme; and
    - (B) approved by the Body Corporate,for the purpose of charging an electric vehicle; and
  - (ii) **Installation Location** means a location approved by the Body Corporate.
- (b) This By-law 31.5 applies to the extent an Owner has the benefit of an exclusive use car park.
- (c) If this By-law 31.5 applies, Owners that have the benefit of an exclusive use car park, may, with the prior consent of the Body Corporate (such consent not to be unreasonably withheld, but may be given subject to conditions), install within Installation Location an EV Charger for the purpose of charging an electric vehicle.
- (d) Any EV Charger must not impede the ordinary use of:
  - (i) any exclusive use car park for parking of vehicles; or
  - (ii) the Common Property for any other Occupant.
- (e) An Owner that installs or has the benefit of an exclusive use car park with an EV Charger must:
  - (i) at their cost:
    - (A) maintain the EV Charger in good repair and condition;
    - (B) ensure any EV Charger is not unsafe or defective; and
    - (C) pay for electricity consumed in the use of the EV Charger;
  - (ii) ensure that any EV Charger installed:
    - (A) is at all times compatible with electrical infrastructure in the Scheme; and
    - (B) does not diminish the integrity the electrical infrastructure in the Scheme or in any way interfere or interrupt with the supply of electricity to other Lots in the Scheme;
  - (iii) at all times ensure that any EV Charger complies with all laws, rules, requirements or directions from any Authority;
  - (iv) only permit suitably qualified contractors (which must be approved by the Body Corporate) to initially install and then repair, maintain and replace the EV Charger.

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**32. Exclusive Use Areas - Storage**

**32.1 Specified rights of exclusive use - storage**

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked 'A' attached hereto; and
- (b) may use those exclusive use areas for the purposes of storage.

**32.2 Exclusive use allocations and reallocations**

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for storage purposes.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
  - (i) a written notice that states:
    - (A) the Lots for which exclusive use storage areas are to be allocated; and
    - (B) the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
  - (ii) if necessary, a plan showing the relevant exclusive use storage areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
  - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use storage areas under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use storage areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights concerning storage areas allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this By-law 32.2 may also be done by the agent of the Original Owner.

**32.3 Recording allocations, reallocations and revocations**

- (a) If any exclusive use storage area is allocated, reallocated or an allocation is revoked under this By-law then the Body Corporate must:
  - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
  - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

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**32.4 Other matters about exclusive storage areas**

- (a) An exclusive use storage area may not be altered, or configured, or goods stored in a way that impedes mechanical ventilation or prejudices fire services in the relevant area.
- (b) The Body Corporate is entitled to pass through an exclusive use storage area where necessary to obtain access to a part of the Common Property.
- (c) Storage areas must not be:
  - (i) enclosed; or
  - (ii) wrapped or sheeted in any form of material.
- (d) The storage area must not be used:
  - (i) for any purpose that may cause a nuisance or hazard;
  - (ii) in a manner likely to interfere with the peaceful enjoyment by other occupiers of the Land;
  - (iii) for any illegal or immoral purpose;
  - (iv) for any purpose that may endanger the safety of persons within the Scheme; or
  - (v) for the storage of:
    - (A) flammable or illegal substances;
    - (B) pets; or
    - (C) machinery or similar equipment.

**33. Exclusive Use Areas - Dining**

**33.1 Specified rights of exclusive use - Dining**

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked 'A' attached hereto; and
- (b) may use those exclusive use areas for the purposes of Dining and ancillary purposes.

**33.2 Exclusive use allocations and reallocations**

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for Dining.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
  - (i) a written notice that states:
    - (A) the Lots for which exclusive use Dining areas are to be allocated; and
    - (B) the exclusive use areas to be respectively allocated for the exclusive use of those Lots;



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- (ii) if necessary, a plan showing the relevant exclusive use Dining areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
- (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use Dining areas under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use Dining areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights concerning Dining areas allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this By-law 33.2 may also be done by the agent of the Original Owner.

**33.3 Recording allocations, reallocations and revocations**

- (a) If any exclusive use Dining area is allocated, reallocated or an allocation is revoked under this By-law then the Body Corporate must:
  - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
  - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

**33.4 Other matters about exclusive use Dining areas**

Owners and Occupiers of lots that have the benefit of an Dining area under this By-law must:

- (a) cause the exclusive use Dining area to be kept clean and hygienic and maintained at the cost of the relevant owner to a quality in keeping with the Scheme and must not be allowed to become unsightly or un-kept;
- (b) ensure any furniture or other items in the exclusive use Dining area must be:
  - (i) if there are high winds:
    - (A) secured; or
    - (B) placed inside;
  - (ii) in keeping with the nature and quality of the Scheme and must be kept clean and hygienic and maintained to that standard at the cost of the relevant owner;
- (c) only use the areas for lawful purposes;
- (d) not use the areas unless all proper approvals and licences are held for the relevant use, and then only in accordance with the terms of the licences (for example, liquor may not be consumed in the areas unless a licence is held for consumption);

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- (e) ensure that if required by the terms of any approval for the Scheme, that public access is available through the areas sufficient to comply with the approval;
- (f) not make structural or permanent improvements to the areas without the approval of the Body Corporate, not to be withheld unreasonably (the keeping of furniture, umbrellas and equipment incidental to the use of the areas is permitted); and
- (g) take reasonable steps, between the hours of 11 pm and 6 am, to mitigate noise levels from the uses of the areas so as to not to cause a nuisance to other occupants of the Scheme.

**34. Exclusive Use Areas - Access and Signage Purposes**

**34.1 Specified rights of exclusive use - Access and Signage Purposes**

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked 'A' attached hereto; and
- (b) may use those exclusive use areas for purposes of:
  - (i) access;
  - (ii) keeping directional signage and marketing signage;
  - (iii) keeping entrance statements

**(Access and Signage Purposes).**

**34.2 Exclusive use allocations and reallocations**

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for Access and Signage Purposes.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
  - (i) a written notice that states:
    - (A) the Lots for which exclusive use areas for Access and Signage Purposes are to be allocated; and
    - (B) the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
  - (ii) if necessary, a plan showing the relevant exclusive use areas for Access and Signage Purposes, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
  - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations of exclusive use areas for Access and Signage Purposes under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use areas for Access and Signage Purposes in the way allowed under the BCCM Act.

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- (e) Exclusive use rights concerning areas for Access and Signage Purposes allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this By-law 34.2 may also be done by the agent of the Original Owner.

**34.3 Recording allocations, reallocations and revocations**

- (a) If any exclusive use area for Access and Signage Purposes is allocated, reallocated or an allocation is revoked under this By-law then the Body Corporate must:
  - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
  - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

**34.4 Other matters about exclusive use areas for Access and Signage Purposes**

- (a) Owners and Occupiers of lots that have the benefit of an area under this By-law 34 must:
  - (i) at their own cost, maintain and keep clean the relevant areas;
  - (ii) only use the areas for lawful purposes;
  - (iii) not make structural or permanent improvements to the areas without the approval of the Body corporate, not to be withheld unreasonably (however the keeping of directional signage, marketing signage and entrance statements is permitted and no consent is required);
  - (iv) if the exclusive use access contains landscaping, the landscaping must be maintained:
    - (A) at the cost of the relevant owner;
    - (B) to a quality in keeping with the Scheme or as otherwise directed by the Body Corporate, acting reasonably; and
    - (C) so as to not be allowed to become unsightly, un-kept or overgrown with vegetation.

**35. Exclusive Use Areas and Assets - Other**

**35.1 Exclusive use areas**

For this By-law, an exclusive use area is a part of the Common Property or a Body Corporate asset for which exclusive use rights or other special rights are given to the occupier of a Lot.

**35.2 Rights attach to Lots**

The rights given in this By-law attach to the relevant Lots.



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**35.3 Specified rights of exclusive use**

The occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked "A" attached hereto; and
- (b) may use those exclusive use areas for the purposes specified in Schedule E and if no purpose is specified, for a purpose that is appropriate to the exclusive use area and ancillary to the use of the Lot to which the rights are attached.

**35.4 Exclusive use allocations and reallocations**

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the following parts of the Common Property or Body Corporate assets that are not subject to existing exclusive use rights:
  - (i) areas that are constructed as individual bicycle storage, for use as exclusive use bicycle storage for the benefit of the Lots to which the areas are respectively allocated;
  - (ii) areas that are constructed as outdoor dining areas, for use as exclusive use outdoor dining for the benefit of the Lots to which the areas are respectively allocated;
  - (iii) areas that are constructed as retail area, for use as exclusive use retail for the benefit of the Lots to which the areas are respectively allocated;
  - (iv) areas that are constructed as driveways, for use as an exclusive use driveway for the benefit of the Lots to which the areas are respectively allocated;
  - (v) areas on the rooftop of the Scheme for use to place solar panels for the benefit of the Lots to which the areas are respectively allocated;
  - (vi) areas that are constructed for keeping of a hoist and for delivery access for the benefit of the Lots to which the areas are respectively allocated;
  - (vii) areas external to Lots that are constructed as courtyards, forecourts, lift lobbies, terraces, dining areas and similar areas (**External Areas**) that:
    - (A) are adjoining or adjacent to the Lot to which they are allocated; and
    - (B) are able to be exclusively used for one Lot without materially restricting the ability of a person to enter another Lot, and these areas may be used as an extension of the permitted use of Lot for which the exclusive use is granted.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
  - (i) a written notice that states the Lots for which exclusive use areas are to be allocated and the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
  - (ii) if necessary, a plan showing the relevant exclusive use areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
  - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations under this By-law any number of times and at all times allowed under the BCCM Act.

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- (d) Lot owners may agree to reallocate exclusive use areas in the way allowed under the BCCM Act.
- (e) Exclusive use rights allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this By-law 35.4 may also be done by the agent of the Original Owner.
- (g) An exclusive use driveway may:
  - (i) not be used for parking of vehicles or for storage; and
  - (ii) only be used for the purpose of passing over to enter and exit an exclusive use car park.

**35.5 Recording allocations, reallocations and revocations**

- (a) If exclusive use areas are allocated or reallocated or an allocation is revoked under this By-law then:
  - (i) the Body Corporate must take all steps required to formalise the authorised allocations and agreed reallocations and revocation of allocations; and
  - (ii) the new community management statement to record allocations and reallocations must show the allocations and reallocations in Schedule E and must specify the particular purpose that applies to the exclusive use area (which is *External Area* for areas allocated under By-law (vi)).
- (b) The Lot owners who agree a reallocation are responsible for registering the new community management statement required to record the reallocation (unless the new statement will include other changes) and must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

**36. Special Rights By-law - Shared Bathroom**

**36.1** The:

- (a) Owners and Occupiers of the Lot 1, 2 and 3 on SP284675 and their respective Invitees; and
  - (b) the caretaking service contractor and agent holding a letting authorisation from the Body Corporate (**Manager**) and the Manager's employees and contractors,
- have the right of exclusive use, in common with each other, to use the area identified as "A" on the sketch plans marked 'B' attached hereto and may use that area for the purpose of a bathroom (**Bathroom**).

**36.2** The Occupiers that have a right to use the Bathroom under this By-law 36 and the Manager must:

- (a) not use Bathroom for any purposes other than a bathroom; and
- (b) not make structural or permanent improvements to the area without the approval of the Body Corporate.

**36.3** The Owners that have a right to use the Bathroom under this By-law 36 (not the Manager):

- (a) are equally responsible for the cost of cleaning and replenishment of consumables for that area; and
- (b) must cause the Bathroom to be cleaned and sanitised as required.



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- 36.4** The Owners that have a right to use the Bathroom under this By-law 36 must pay the reasonably incurred costs of the Body Corporate for cleaning and replenishment of consumables for the Bathroom (and the Manager is not required to contribute to any such costs).
- 36.5** The Body Corporate's nominees and contractors are permitted to access the Bathroom for cleaning and maintenance.
- 36.6** The Occupier of Lot 1 on SP284675 may, without the approval of the Body Corporate, carry any works required for the initial fitting out of the Bathroom, including:
- (a) placing of permanent improvements associated with the use of the area as a bathroom; and
  - (b) connecting to services associated with the use of the area as a bathroom,

**(Bathroom Works).**

- 36.7** The Bathroom Works must be carried out by suitably qualified contractors in a proper and workman like manner.

**37. Exclusive Use Areas - Ancillary Use**

**37.1 Specified rights of exclusive use - Ancillary Use Areas**

The Occupiers of the Lots set out in Schedule E:

- (a) have the exclusive use of the exclusive use areas respectively identified in Schedule E and as identified on sketch plans marked 'A' attached hereto; and
- (b) may use those exclusive use areas for purposes of:
  - (i) access;
  - (ii) Dining; and
  - (iii) keeping an entrance statement

**(Ancillary Purposes).**

**37.2 Exclusive use allocations and reallocations**

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the parts of the Common Property for Ancillary Purposes.
- (b) To make allocations under this By-law, the Original Owner must give the Body Corporate:
  - (i) a written notice that states:
    - (A) the Lots for which exclusive use areas for Ancillary Purposes are to be allocated; and
    - (B) the exclusive use areas to be respectively allocated for the exclusive use of those Lots;
  - (ii) if necessary, a plan showing the relevant exclusive use areas for Ancillary Purposes, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and
  - (iii) written consent to the allocations from the registered owner(s) of the relevant Lots.

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- (c) The Original Owner can make allocations of exclusive use areas for Ancillary Purposes under this By-law any number of times and at all times allowed under the BCCM Act.
- (d) Lot owners may agree to reallocate exclusive use areas for Ancillary Purposes in the way allowed under the BCCM Act.
- (e) Exclusive use rights concerning areas for Ancillary Purposes allocated to a Lot may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under this By-law 37.234.2 may also be done by the agent of the Original Owner.

**37.3 Recording allocations, reallocations and revocations**

- (a) If any exclusive use area for Ancillary Purposes is allocated, reallocated or an allocation is revoked under this By-law then the Body Corporate must:
  - (i) take all steps required to formalise, as relevant, the authorised allocation, the agreed reallocation or the revocation of allocation; and
  - (ii) within the time prescribed under the BCCM Act, cause a new community management statement to be registered with the Queensland Land Registry to record the relevant allocation, reallocation or the revocation of allocation in Schedule E.
- (b) The Lot owners who agree a reallocation must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

**37.4 Other matters about exclusive use areas for Ancillary Purposes**

- (a) Owners and Occupiers of lots that have the benefit of an area under this By-law 37 must:
  - (i) at their own cost, maintain and keep the exclusive use area clean and hygienic; and
  - (ii) not make structural or permanent improvements to the areas without the approval of the Body corporate, not to be withheld unreasonably (the keeping of furniture, equipment incidental to the use of the areas is permitted).

**38. Council Conditions**

The development approval for the Scheme requires that this Community Management Statement contain some of the By-Laws as set out in the table immediately below:

| CONDITION |   |
|-----------|---|
| 17        | <b>Public Access- 24 Hours Through Site</b><br>Provide and maintain unimpeded and safe 24 hour public access through the subject site, including all existing easements for access, pedestrian access from Queen Street, the Brisbane River, the laneway plaza and laneway adjacent to the Petrie Bight Retaining Wall. Ensure that access ways are designed to cater for people with disabilities in accordance with Australian Standard - AS1428.1 Design for Access and Mobility - Part 1: General requirements for access- New building work. |
| 26        | <b>Balconies and Terraces: Balustrades, Walls and Screens</b><br>All balconies and terraces shown on the approved DRAWINGS AND DOCUMENTS, must (a) remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures, except where clearly depicted on the approved DRAWINGS AND DOCUMENTS.  |

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| CONDITION |   |
|-----------|---|
| 40        | <p><b>Amplified Music Restriction</b></p> <p>Amplified music at the approved Food and Drink Outlet or Shop uses and associated outdoor dining areas must be limited to only low level background music that is not audible at on-site and/or nearby sensitive uses.</p> <p>With the exception of areas as described below:</p> <p>-Venues and areas licensed and carried out in accordance with the requirements of a Liquor Licence issued by the Office of Liquor and Gaming Regulation. These venues are subject to their relevant liquor licensing limits and conditions of requirements.</p> |
| 54(b)     | <p><b>Notify Future Owner</b></p> <p>The owner must notify any future owner/body corporate that the development has been approved on the basis that an indemnity is provided for refuse collection vehicles to enter the property.</p>  |
| 54(c)     | <p><b>Indemnity Council</b></p> <p>The owner and any subsequent owner must indemnify Council and its agents in respect of any damage to the pavement and other driving surfaces.</p>  |

Other relevant provisions from the development approval concerning the Scheme include, without limitation:

| CONDITION |   |
|-----------|---|
| 18        | <p><b>Security lighting</b></p> <p>Install and maintain a suitable system of security lighting to operate from dusk to dawn within all areas where the public may gain access, including car parking areas, building entrances and vegetated areas.</p> <p>Ensure that all external lighting is in accordance with Australian Standards - AS 4282 - Control of the Obtrusive Effects of Outdoor Lighting so as not to cause nuisance to nearby residents or passing motorists.</p> <p>Ensure lighting over publicly accessible pathways covered by permanent warnings is in accordance with Australian Standard - AS/NZS 1158.3.1 Lighting for roads and public spaces - Pedestrian area (Category P) Lighting - Performance and Design requirements.</p> <p>Lighting must be maintained by the owner of the building in a safe and good working order.</p> |
| 19        | <p><b>Maintain the Approved Development</b></p> <p>Maintain the approved development generally in accordance with the Drawings and Documents, and all relevant Council engineering or other approval required by the conditions.</p>  |
| 23        | <p><b>Heritage Place - Best Practice Standards</b></p> <p>Carry out all conservation, restoration and adaptation work to the existing culturally significant structure in accordance with best heritage conservation practice and The Burra Charter (Australia ICOMOS Charter for Places of Cultural Significance).</p> <p>Provide evidence to Development Assessment that any necessary permits or approvals required for any works to the heritage Fig Tree have been obtained from the relevant authorities (e.g. Department of Environment and Heritage Protection and BCC - Development Assessment, Natural Asset Local Law).</p> <p>Timing: Prior to site/operational/building work commencing and while site/operational/building works is occurring and then to be maintained.</p>  |

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| CONDITION |   |
|-----------|---|
| 35(d)     | <b>Maintain Landscape Work</b><br>Maintain the landscape generally in accordance with the detailed plans.   |
| 53        | <b>Part of condition titled Stormwater - Flood Study</b><br>Provision of a suitable demountable flood barrier at the vehicular access on the lower ground level, with the on-site manager being responsible for mobilisation during a Brisbane River flood emergency. |



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**SCHEDULE D ANY OTHER DETAILS**

**Statutory Easements**

Lots affected by statutory easements are as follows:

| Lots on Plan or Common Property  | Statutory Easement                              |
|--|---|
| Lots 1, 2, 3, 801-806, 901-904, 1001-1004, 1101-1104, 1201-1204, 1301-1306, 1401-1408, 1501-1508, 1601-1608, 1701-1708, 1801-1808, 1901-1908, 2001-2008, 2101-2108, 2201-2208, 2301-2308, 2401-2408, 2501-2508, 2601-2608, 2701-2708, 2801-2808, 2901-2908, 3001-3008, 3101-3108, 3201-3208, 3301-3308, 3401-3408, 3501-3508, 3601-3608, 3701-3706, 3801-3806, 3901-3906, 4001-4006, 4101-4106, 4201-4204, 4301-4304, 4401-4404, 4501-4504, 4601-4604, 4701, 4702 & Common Property on SP 284675 | Support   |
| Lots 1, 2, 3, 801-806, 901-904, 1001-1004, 1101-1104, 1201-1204, 1301-1306, 1401-1408, 1501-1508, 1601-1608, 1701-1708, 1801-1808, 1901-1908, 2001-2008, 2101-2108, 2201-2208, 2301-2308, 2401-2408, 2501-2508, 2601-2608, 2701-2708, 2801-2808, 2901-2908, 3001-3008, 3101-3108, 3201-3208, 3301-3308, 3401-3408, 3501-3508, 3601-3608, 3701-3706, 3801-3806, 3901-3906, 4001-4006, 4101-4106, 4201-4204, 4301-4304, 4401-4404, 4501-4504, 4601-4604, 4701, 4702 & Common Property on SP 284675 | Utility Services and Utility Infrastructure     |
| Lots 1, 2, 3, 801-806, 901-904, 1001-1004, 1101-1104, 1201-1204, 1301-1306, 1401-1408, 1501-1508, 1601-1608, 1701-1708, 1801-1808, 1901-1908, 2001-2008, 2101-2108, 2201-2208, 2301-2308, 2401-2408, 2501-2508, 2601-2608, 2701-2708, 2801-2808, 2901-2908, 3001-3008, 3101-3108, 3201-3208, 3301-3308, 3401-3408, 3501-3508, 3601-3608, 3701-3706, 3801-3806, 3901-3906, 4001-4006, 4101-4106, 4201-4204, 4301-4304, 4401-4404, 4501-4504, 4601-4604, 4701, 4702 & Common Property on SP 284675 | Shelter   |
| Lots 1, 2, 3, 801-806, 901-904, 1001-1004, 1101-1104, 1201-1204, 1301-1306, 1401-1408, 1501-1508, 1601-1608, 1701-1708, 1801-1808, 1901-1908, 2001-2008, 2101-2108, 2201-2208, 2301-2308, 2401-2408, 2501-2508, 2601-2608, 2701-2708, 2801-2808, 2901-2908, 3001-3008, 3101-3108, 3201-3208, 3301-3308, 3401-3408, 3501-3508, 3601-3608, 3701-3706, 3801-3806, 3901-3906, 4001-4006, 4101-4106, 4201-4204, 4301-4304, 4401-4404, 4501-4504, 4601-4604, 4701, 4702 & Common Property on SP 284675 | Projections                                     |
| Lots 1, 2, 3, 801-806, 901-904, 1001-1004, 1101-1104, 1201-1204, 1301-1306, 1401-1408, 1501-1508, 1601-1608, 1701-1708, 1801-1808, 1901-1908, 2001-2008, 2101-2108, 2201-2208, 2301-2308, 2401-2408, 2501-2508, 2601-2608, 2701-2708, 2801-2808, 2901-2908, 3001-3008, 3101-3108, 3201-3208, 3301-3308, 3401-3408, 3501-3508, 3601-3608, 3701-3706, 3801-3806, 3901-3906, 4001-4006, 4101-4106, 4201-4204, 4301-4304, 4401-4404, 4501-4504, 4601-4604, 4701, 4702 & Common Property on SP 284675 | Maintenance of building on or close to boundary |

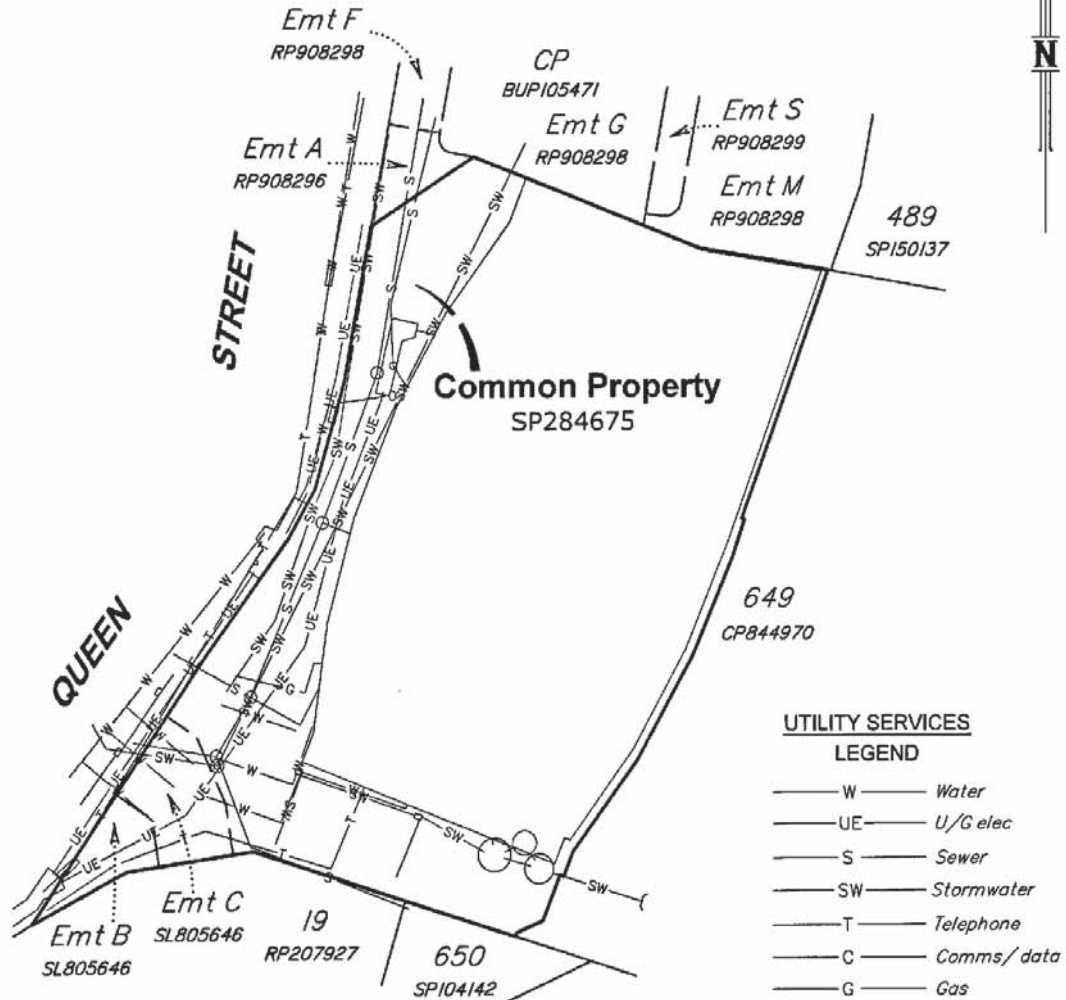
Services Location Diagrams

The location of the current service easements are as follows:

| Lots and / or Common Property affected | Service Easement  | Service Location Diagram |
|--|---|--------------------------|
| Common Property on SP 284675           | Water, underground electricity, sewer, stormwater, telephone, communications & data and gas | SLD                      |

**SERVICES LOCATION DIAGRAM**

**"443 QUEEN STREET" CTS56097**



- Notes:
1. Drawn to Scale on A4 sheet
  2. Community Titles Scheme . . "443 QUEEN STREET" CTS56097
  3. This service location diagram shows the indicative location of utility services within the Common Property external to any building or structures as required by section 66(1) of the BCCM Act and should not be used for any other purpose.
  4. Services shown are plotted from plans provided by the builder & not verified by field survey.
  7. Revision E: Re-draft to A4 14/06/2024. (BRJ)

Scale 1:500  
0m 5 10 15 20 25 30 35 40 45 50



PO Box 5021, GCMC QLD 9726  
Ph: (07) 5631 8000  
mail@bennettandbennett.com.au  
Surveying, Town Planning & Spatial Services  
GOLD COAST | BRISBANE | SUNSHINE COAST | NORTHERN RIVERS  
www.bennettandbennett.com.au

Title:  
**Services Location Diagram**  
in the Common Property on SP284675  
of "443 QUEEN STREET" CTS56097

Client: **CBUS PROPERTIES**

Locality: **BRISBANE CITY**  
Local Gov: **BCC** Prepared By: **SS**  
Surveyed By: **GS** Approved: **GS**  
Date Created: **12/02/2016** Scale: **1:500**  
Comp File: **15132.project**  
Plan No: **15132\_022\_SLD**

A4

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**SCHEDULE E ALLOCATION OF EXCLUSIVE USE AREAS**

| Lot on Plan           | By-law 31 – <u>Car Parking</u> -<br>Exclusive Use Area on Plan<br>attached marked "A" | By-law 32 – <u>Storage</u> -<br>Exclusive Use Area on Plan<br>attached marked "A" |
|-----------------------|---|---|
| Lot 1 on SP 284675    |   |   |
| Lot 2 on SP 284675    |   |   |
| Lot 3 on SP 284675    |   |   |
| Lot 801 on SP 284675  | C262  |   |
| Lot 802 on SP 284675  | C231  |   |
| Lot 803 on SP 284675  | C84, C85  | S65   |
| Lot 804 on SP 284675  | C65, C66, C67   | S66   |
| Lot 805 on SP 284675  | C235  |   |
| Lot 806 on SP 284675  | C261  |   |
| Lot 901 on SP 284675  | C129, C130  |   |
| Lot 902 on SP 284675  | C46, C47  | S68   |
| Lot 903 on SP 284675  | C113, C114  | S67   |
| Lot 904 on SP 284675  | C155, C156  | S44   |
| Lot 1001 on SP 284675 | C101, C102, C213  |   |
| Lot 1002 on SP 284675 | C103, C104  | S4  |
| Lot 1003 on SP 284675 | C55, C56  | S7  |
| Lot 1004 on SP 284675 | C158, C159  |   |
| Lot 1101 on SP 284675 | C74, C75  |   |
| Lot 1102 on SP 284675 | C44, C45  | S3  |
| Lot 1103 on SP 284675 | C59, C60  | S51   |
| Lot 1104 on SP 284675 | C92, C93  | S56   |
| Lot 1201 on SP 284675 | C105, C106  | S62, S63  |
| Lot 1202 on SP 284675 | C40, C41  | S8  |
| Lot 1203 on SP 284675 | C36, C37  | S49   |



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| Lot on Plan           | By-law 31 – Car Parking -<br>Exclusive Use Area on Plan<br>attached marked "A" | By-law 32 – Storage -<br>Exclusive Use Area on Plan<br>attached marked "A" |
|-----------------------|--|--|
| Lot 1204 on SP 284675 | C94, C95   |  |
| Lot 1301 on SP 284675 |  |  |
| Lot 1302 on SP 284675 | C204   |  |
| Lot 1303 on SP 284675 | C96, C97   | S43  |
| Lot 1304 on SP 284675 | C76, C77   | S10  |
| Lot 1305 on SP 284675 | C203   |  |
| Lot 1306 on SP 284675 |  |  |
| Lot 1401 on SP 284675 |  |  |
| Lot 1402 on SP 284675 | C224   |  |
| Lot 1403 on SP 284675 | C206   |  |
| Lot 1404 on SP 284675 | C190 and C188  | S47  |
| Lot 1405 on SP 284675 | C186   | S35  |
| Lot 1406 on SP 284675 | C257   |  |
| Lot 1407 on SP 284675 | C116   |  |
| Lot 1408 on SP 284675 |  |  |
| Lot 1501 on SP 284675 |  |  |
| Lot 1502 on SP 284675 | C218   |  |
| Lot 1503 on SP 284675 | C144   |  |
| Lot 1504 on SP 284675 | C145   |  |
| Lot 1505 on SP 284675 | C187   |  |
| Lot 1506 on SP 284675 |  |  |
| Lot 1507 on SP 284675 | C242   |  |
| Lot 1508 on SP 284675 |  |  |
| Lot 1601 on SP 284675 |  | S19  |
| Lot 1602 on SP 284675 | C223   |  |
| Lot 1603 on SP 284675 | C160   |  |

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| Lot on Plan           | By-law 31 – Car Parking -<br>Exclusive Use Area on Plan<br>attached marked "A" | By-law 32 – Storage -<br>Exclusive Use Area on Plan<br>attached marked "A" |
|-----------------------|--|--|
| Lot 1604 on SP 284675 | C138   |  |
| Lot 1605 on SP 284675 | C205   | S20  |
| Lot 1606 on SP 284675 |  |  |
| Lot 1607 on SP 284675 | C226   |  |
| Lot 1608 on SP 284675 |  |  |
| Lot 1701 on SP 284675 |  |  |
| Lot 1702 on SP 284675 | C221   |  |
| Lot 1703 on SP 284675 | C99  |  |
| Lot 1704 on SP 284675 | C137   |  |
| Lot 1705 on SP 284675 | C121   | S45  |
| Lot 1706 on SP 284675 | C202   |  |
| Lot 1707 on SP 284675 | C214, C258, C259   | S46, S53, S54, S55, S58, S59   |
| Lot 1708 on SP 284675 |  |  |
| Lot 1801 on SP 284675 |  |  |
| Lot 1802 on SP 284675 | C247   |  |
| Lot 1803 on SP 284675 | C260   |  |
| Lot 1804 on SP 284675 | C139, C207   |  |
| Lot 1805 on SP 284675 | C122   |  |
| Lot 1806 on SP 284675 |  |  |
| Lot 1807 on SP 284675 | C215   |  |
| Lot 1808 on SP 284675 |  |  |
| Lot 1901 on SP 284675 |  |  |
| Lot 1902 on SP 284675 | C232   |  |
| Lot 1903 on SP 284675 | C52  |  |
| Lot 1904 on SP 284675 | C140   |  |

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| Lot on Plan           | By-law 31 – Car Parking -<br>Exclusive Use Area on Plan<br>attached marked "A" | By-law 32 – Storage -<br>Exclusive Use Area on Plan<br>attached marked "A" |
|-----------------------|--|--|
| Lot 1905 on SP 284675 | C147   |  |
| Lot 1906 on SP 284675 | C252   |  |
| Lot 1907 on SP 284675 | C225   |  |
| Lot 1908 on SP 284675 |  |  |
| Lot 2001 on SP 284675 |  |  |
| Lot 2002 on SP 284675 | C248   |  |
| Lot 2003 on SP 284675 | C70  |  |
| Lot 2004 on SP 284675 | C136   |  |
| Lot 2005 on SP 284675 | C146   |  |
| Lot 2006 on SP 284675 |  |  |
| Lot 2007 on SP 284675 | C216   |  |
| Lot 2008 on SP 284675 |  |  |
| Lot 2101 on SP 284675 |  |  |
| Lot 2102 on SP 284675 | C250   |  |
| Lot 2103 on SP 284675 |  |  |
| Lot 2104 on SP 284675 | C134   |  |
| Lot 2105 on SP 284675 | C135   | S36  |
| Lot 2106 on SP 284675 |  |  |
| Lot 2107 on SP 284675 | C217   |  |
| Lot 2108 on SP 284675 |  |  |
| Lot 2201 on SP 284675 |  |  |
| Lot 2202 on SP 284675 | C166   |  |
| Lot 2203 on SP 284675 | C228   |  |
| Lot 2204 on SP 284675 | C124   |  |
| Lot 2205 on SP 284675 | C123   |  |
| Lot 2206 on SP 284675 | C234   |  |

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| Lot on Plan           | By-law 31 – Car Parking -<br>Exclusive Use Area on Plan<br>attached marked "A" | By-law 32 – Storage -<br>Exclusive Use Area on Plan<br>attached marked "A" |
|-----------------------|--|--|
| Lot 2207 on SP 284675 | C219   |  |
| Lot 2208 on SP 284675 |  |  |
| Lot 2301 on SP 284675 |  |  |
| Lot 2302 on SP 284675 | C192   |  |
| Lot 2303 on SP 284675 | C256   |  |
| Lot 2304 on SP 284675 | C165   | S52  |
| Lot 2305 on SP 284675 | C220   |  |
| Lot 2306 on SP 284675 | C53  |  |
| Lot 2307 on SP 284675 | C222   |  |
| Lot 2308 on SP 284675 |  |  |
| Lot 2401 on SP 284675 |  |  |
| Lot 2402 on SP 284675 | C167   |  |
| Lot 2403 on SP 284675 | C227   |  |
| Lot 2404 on SP 284675 | C151   |  |
| Lot 2405 on SP 284675 | C148   | S41  |
| Lot 2406 on SP 284675 | C253   | S33  |
| Lot 2407 on SP 284675 | C246   |  |
| Lot 2408 on SP 284675 |  |  |
| Lot 2501 on SP 284675 |  |  |
| Lot 2502 on SP 284675 | C191   |  |
| Lot 2503 on SP 284675 |  |  |
| Lot 2504 on SP 284675 | C152   |  |
| Lot 2505 on SP 284675 | C153 and C233  | S2   |
| Lot 2506 on SP 284675 | C189   |  |
| Lot 2507 on SP 284675 | C175   |  |
| Lot 2508 on SP 284675 |  |  |

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| Lot on Plan           | By-law 31 – Car Parking -<br>Exclusive Use Area on Plan<br>attached marked "A" | By-law 32 – Storage -<br>Exclusive Use Area on Plan<br>attached marked "A" |
|-----------------------|--|--|
| Lot 2601 on SP 284675 |  |  |
| Lot 2602 on SP 284675 | C168   |  |
| Lot 2603 on SP 284675 | C230   |  |
| Lot 2604 on SP 284675 | C150   |  |
| Lot 2605 on SP 284675 | C149   | S40  |
| Lot 2606 on SP 284675 |  |  |
| Lot 2607 on SP 284675 | C174   |  |
| Lot 2608 on SP 284675 |  |  |
| Lot 2701 on SP 284675 |  |  |
| Lot 2702 on SP 284675 | C169   |  |
| Lot 2703 on SP 284675 | C212   |  |
| Lot 2704 on SP 284675 | C127   |  |
| Lot 2705 on SP 284675 | C126   |  |
| Lot 2706 on SP 284675 |  |  |
| Lot 2707 on SP 284675 | C249   |  |
| Lot 2708 on SP 284675 |  |  |
| Lot 2801 on SP 284675 |  |  |
| Lot 2802 on SP 284675 | C170   |  |
| Lot 2803 on SP 284675 | C115   |  |
| Lot 2804 on SP 284675 | C133   |  |
| Lot 2805 on SP 284675 | C164   |  |
| Lot 2806 on SP 284675 |  |  |
| Lot 2807 on SP 284675 | C183   |  |
| Lot 2808 on SP 284675 |  |  |
| Lot 2901 on SP 284675 |  |  |
| Lot 2902 on SP 284675 | C197   |  |



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| Lot on Plan           | By-law 31 – Car Parking -<br>Exclusive Use Area on Plan<br>attached marked "A" | By-law 32 – Storage -<br>Exclusive Use Area on Plan<br>attached marked "A" |
|-----------------------|--|--|
| Lot 2903 on SP 284675 | C238   |  |
| Lot 2904 on SP 284675 | C131   |  |
| Lot 2905 on SP 284675 | C132   |  |
| Lot 2906 on SP 284675 |  |  |
| Lot 2907 on SP 284675 | C184   |  |
| Lot 2908 on SP 284675 |  |  |
| Lot 3001 on SP 284675 |  |  |
| Lot 3002 on SP 284675 | C196   |  |
| Lot 3003 on SP 284675 |  |  |
| Lot 3004 on SP 284675 | C154   |  |
| Lot 3005 on SP 284675 | C128   |  |
| Lot 3006 on SP 284675 | C71  |  |
| Lot 3007 on SP 284675 | C182   |  |
| Lot 3008 on SP 284675 |  |  |
| Lot 3101 on SP 284675 |  |  |
| Lot 3102 on SP 284675 | C210   |  |
| Lot 3103 on SP 284675 | C254   |  |
| Lot 3104 on SP 284675 | C162   |  |
| Lot 3105 on SP 284675 | C163   |  |
| Lot 3106 on SP 284675 | C98  |  |
| Lot 3107 on SP 284675 | C185   |  |
| Lot 3108 on SP 284675 |  |  |
| Lot 3201 on SP 284675 |  |  |
| Lot 3202 on SP 284675 | C194   |  |
| Lot 3203 on SP 284675 | C239   |  |
| Lot 3204 on SP 284675 | C107   |  |

443 Queen Street community titles scheme 56097

| Lot on Plan           | By-law 31 – Car Parking -<br>Exclusive Use Area on Plan<br>attached marked "A" | By-law 32 – Storage -<br>Exclusive Use Area on Plan<br>attached marked "A" |
|-----------------------|--|--|
| Lot 3205 on SP 284675 | C157   |  |
| Lot 3206 on SP 284675 |  |  |
| Lot 3207 on SP 284675 | C181   |  |
| Lot 3208 on SP 284675 |  |  |
| Lot 3301 on SP 284675 |  |  |
| Lot 3302 on SP 284675 | C171   |  |
| Lot 3303 on SP 284675 | C240   |  |
| Lot 3304 on SP 284675 | C142   |  |
| Lot 3305 on SP 284675 | C141 and C245  |  |
| Lot 3306 on SP 284675 | C15  |  |
| Lot 3307 on SP 284675 | C180   |  |
| Lot 3308 on SP 284675 |  |  |
| Lot 3401 on SP 284675 | C236   |  |
| Lot 3402 on SP 284675 | C173   |  |
| Lot 3403 on SP 284675 | C243   |  |
| Lot 3404 on SP 284675 | C112   |  |
| Lot 3405 on SP 284675 | C100, C255   |  |
| Lot 3406 on SP 284675 | C251   |  |
| Lot 3407 on SP 284675 | C179   |  |
| Lot 3408 on SP 284675 |  |  |
| Lot 3501 on SP 284675 |  |  |
| Lot 3502 on SP 284675 | C178   |  |
| Lot 3503 on SP 284675 | C244   |  |
| Lot 3504 on SP 284675 | C33  |  |
| Lot 3505 on SP 284675 | C125, C161   |  |
| Lot 3506 on SP 284675 | C229   |  |



443 Queen Street community titles scheme 56097

| Lot on Plan           | By-law 31 – <u>Car Parking</u> -<br>Exclusive Use Area on Plan<br>attached marked "A" | By-law 32 – <u>Storage</u> -<br>Exclusive Use Area on Plan<br>attached marked "A" |
|-----------------------|---|---|
| Lot 3507 on SP 284675 | C211  |   |
| Lot 3508 on SP 284675 |   |   |
| Lot 3601 on SP 284675 |   |   |
| Lot 3602 on SP 284675 | C209  |   |
| Lot 3603 on SP 284675 | C241  |   |
| Lot 3604 on SP 284675 | C26   |   |
| Lot 3605 on SP 284675 | C54   |   |
| Lot 3606 on SP 284675 | C237  |   |
| Lot 3607 on SP 284675 | C193  |   |
| Lot 3608 on SP 284675 |   |   |
| Lot 3701 on SP 284675 |   |   |
| Lot 3702 on SP 284675 | C208  |   |
| Lot 3703 on SP 284675 | C48, C49  | S11   |
| Lot 3704 on SP 284675 | C31, C32  | S42   |
| Lot 3705 on SP 284675 | C198  |   |
| Lot 3706 on SP 284675 |   |   |
| Lot 3801 on SP 284675 |   |   |
| Lot 3802 on SP 284675 | C199  |   |
| Lot 3803 on SP 284675 | C57, C58  | S13   |
| Lot 3804 on SP 284675 | C61, C62  | S14   |
| Lot 3805 on SP 284675 | C195  |   |
| Lot 3806 on SP 284675 |   |   |
| Lot 3901 on SP 284675 |   |   |
| Lot 3902 on SP 284675 | C200  |   |
| Lot 3903 on SP 284675 | C34, C35  | S15   |
| Lot 3904 on SP 284675 | C42, C43  | S16   |

443 Queen Street community titles scheme 56097

| Lot on Plan           | By-law 31 – Car Parking -<br>Exclusive Use Area on Plan<br>attached marked "A" | By-law 32 – Storage -<br>Exclusive Use Area on Plan<br>attached marked "A" |
|-----------------------|--|--|
| Lot 3905 on SP 284675 | C172   |  |
| Lot 3906 on SP 284675 |  |  |
| Lot 4001 on SP 284675 |  |  |
| Lot 4002 on SP 284675 | C201   |  |
| Lot 4003 on SP 284675 | C63, C64   | S17  |
| Lot 4004 on SP 284675 | C72, C73   | S18  |
| Lot 4005 on SP 284675 | C176   |  |
| Lot 4006 on SP 284675 |  |  |
| Lot 4101 on SP 284675 |  | S32  |
| Lot 4102 on SP 284675 | C29, C30   |  |
| Lot 4103 on SP 284675 | C68, C69   | S21  |
| Lot 4104 on SP 284675 | C50, C51   | S22  |
| Lot 4105 on SP 284675 | C177   |  |
| Lot 4106 on SP 284675 |  |  |
| Lot 4201 on SP 284675 | C86, C87   | S48  |
| Lot 4202 on SP 284675 | C38, C39   | S23  |
| Lot 4203 on SP 284675 | C16, C17   | S38  |
| Lot 4204 on SP 284675 | C78, C79   | S64  |
| Lot 4301 on SP 284675 | C108, C109   | S12  |
| Lot 4302 on SP 284675 | C5, C6   | S25  |
| Lot 4303 on SP 284675 | C7, C8   | S26  |
| Lot 4304 on SP 284675 | C88, C89   | S9   |
| Lot 4401 on SP 284675 | C110, C111   | S34  |
| Lot 4402 on SP 284675 | C22, C23   | S27  |
| Lot 4403 on SP 284675 | C3, C4   | S28  |
| Lot 4404 on SP 284675 | C80, C81   | S39  |

443 Queen Street community titles scheme 56097

| Lot on Plan           | By-law 31 – Car Parking -<br>Exclusive Use Area on Plan<br>attached marked "A" | By-law 32 – Storage -<br>Exclusive Use Area on Plan<br>attached marked "A" |
|-----------------------|--|--|
| Lot 4501 on SP 284675 | C119, C120   | S60  |
| Lot 4502 on SP 284675 | C24, C25   | S69  |
| Lot 4503 on SP 284675 | C1, C2   | S70  |
| Lot 4504 on SP 284675 | C82, C83, C143   | S61  |
| Lot 4601 on SP 284675 | C90, C91   | S24  |
| Lot 4602 on SP 284675 | C27, C28   | S71  |
| Lot 4603 on SP 284675 | C13, C14   | S29  |
| Lot 4604 on SP 284675 | C117, C118   | S50  |
| Lot 4701 on SP 284675 | C9, C10, C11, C12  | S5   |
| Lot 4702 on SP 284675 | C18, C19, C20, C21   | S6   |

| Lot on Plan           | By-law 33 – Dining -<br>Exclusive Use Area on Plan<br>attached marked "A" | By-law 34 – Access and<br>Signage -<br>Exclusive Use Area on Plan<br>attached marked "A" | By-law 29 – Retail<br>Bin and Ancillary<br>Storage -<br>Exclusive Use Area on Plan<br>attached marked "A" | By-law 35.4(a)(iv) – Other<br>(Driveway) -<br>Exclusive Use Area on Plan<br>attached marked "A" | By-law 30 – Grease Trap-<br>Exclusive Use Area on Plan<br>attached marked "A" | By-law 37 – Ancillary Use<br>- Exclusive Use Area on Plan<br>attached marked "A" |
|-----------------------|---|--|---|---|---|--|
| Lot 1 on SP 284675    |   | EU.1 and EU.1B, EU.1E  | EU.1G   |   | EU.1F   | EU.1L  |
| Lot 2 on SP 284675    | EU.2  |  | EU.1G   |   | EU.1F   |  |
| Lot 3 on SP 284675    | EU.3  |  | EU.1H   |   | EU.1F   |  |
| Lot 4701 on SP 284675 |   |  |   | EU.6  |   |  |
| Lot 4702 on SP 284675 |   |  |   | EU.5  |   |  |

SCHEDULE E  
**PLAN A**

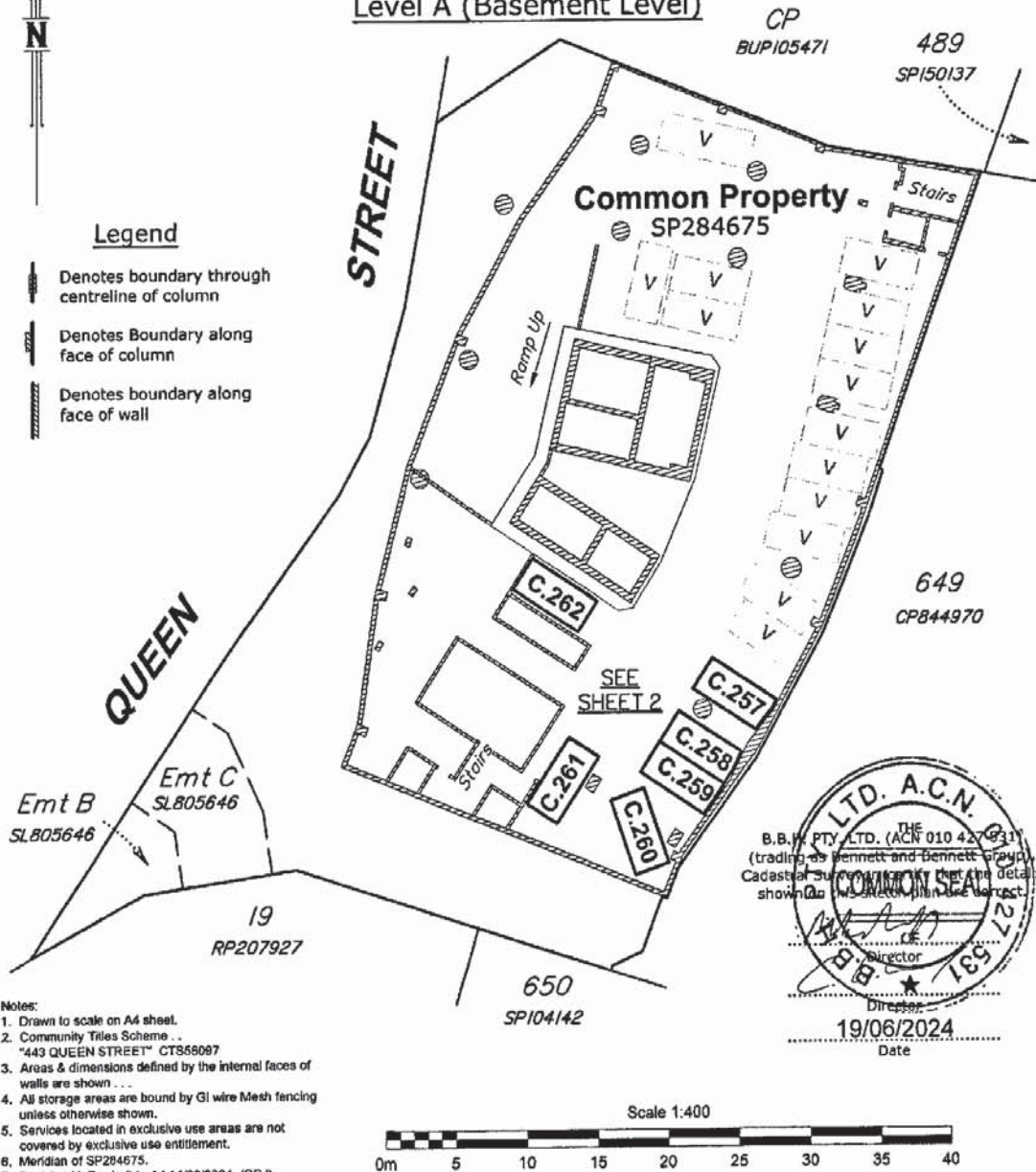
**EXCLUSIVE USE PLAN**

"443 QUEEN STREET" CTS56097  
Level A (Basement Level)



**Legend**

- Denotes boundary through centreline of column
- Denotes Boundary along face of column
- Denotes boundary along face of wall



- Notes:
1. Drawn to scale on A4 sheet.
  2. Community Titles Scheme . . . "443 QUEEN STREET" CTS56097
  3. Areas & dimensions defined by the internal faces of walls are shown . . .
  4. All storage areas are bound by GI wire Mesh fencing unless otherwise shown.
  5. Services located in exclusive use areas are not covered by exclusive use entitlement.
  6. Meridian of SP284675.
  7. Revision K: Re-draft to A4 14/06/2024. (BRJ)

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Title:  
**Plan of Exclusive Use Areas C.257-C.262**  
In part of the Common Property on Level A  
(Basement Level) on SP284675  
"443 QUEEN STREET" CTS56097

Client: **CBUS PROPERTY**

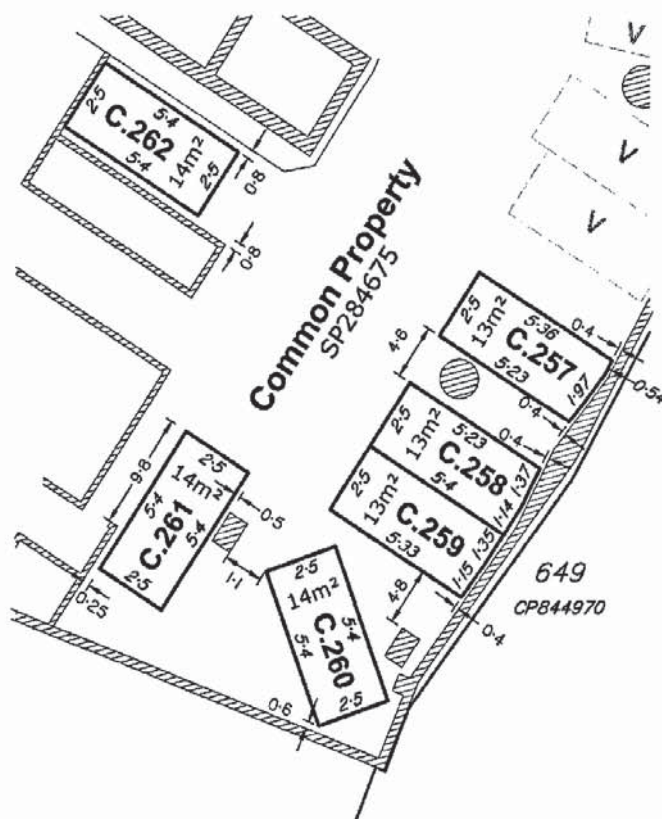
Locality: **BRISBANE CITY**  
Local Gov: **BCC** Prepared By: **SDS**  
Surveyed By: **CTN** Approved: **CWW**  
Date Created: **14/06/2024** Scale: **1:400**  
Comp File: **15132.project**  
Plan No: **15132\_009\_EXC**



**PLAN A - EXCLUSIVE USE PLAN**

**"443 QUEEN STREET" CTS56097**

"A"



**Legend**

- Denotes boundary through centreline of column
- Denotes Boundary along face of column
- Denotes boundary along face of wall

Scale 1:200



**PLAN B**

**EXCLUSIVE USE PLAN**

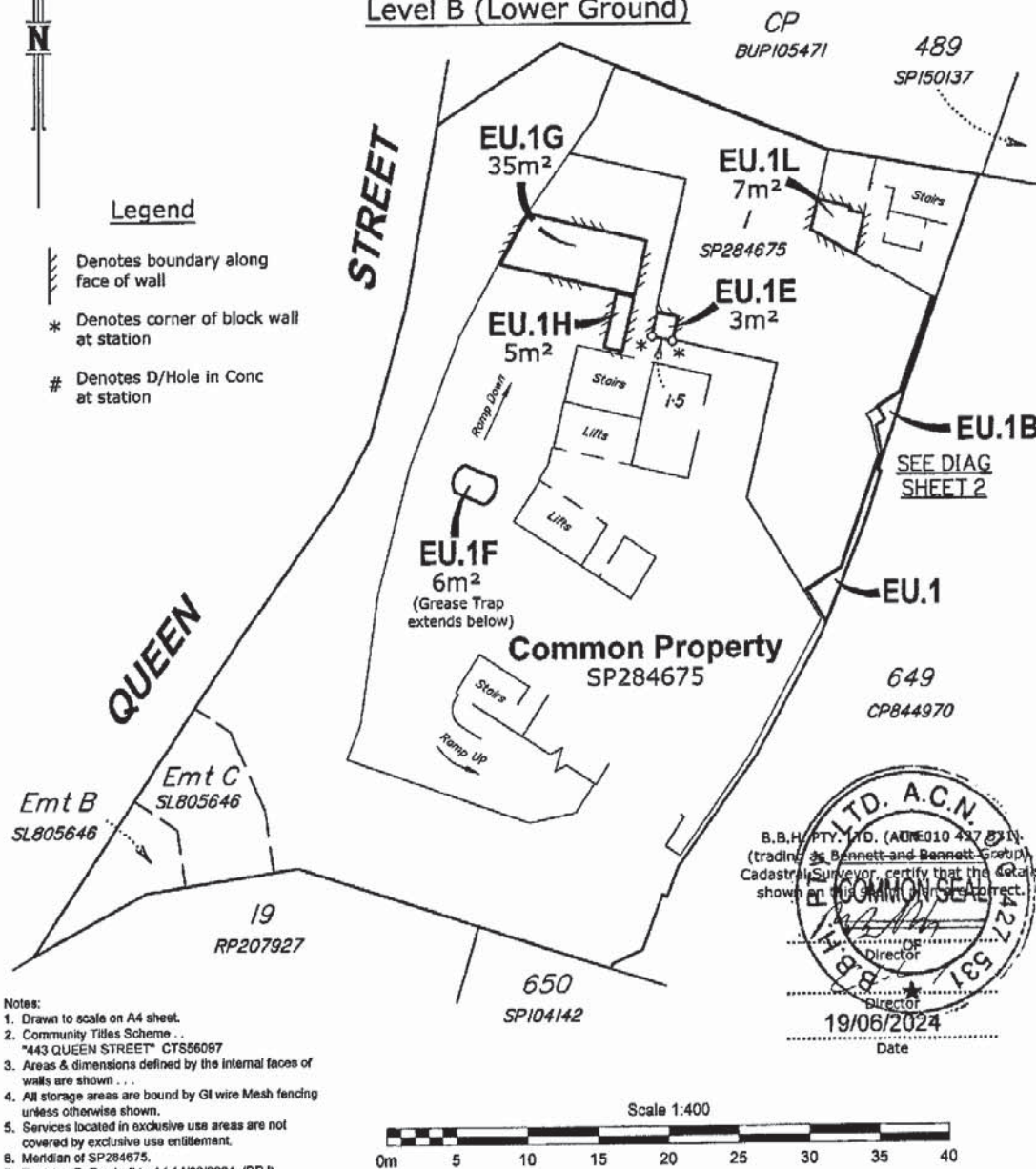
"443 QUEEN STREET" CTS56097

Level B (Lower Ground)



**Legend**

- Denotes boundary along face of wall
- Denotes corner of block wall at station
- Denotes D/Hole in Conc at station



**Notes:**

1. Drawn to scale on A4 sheet.
2. Community Titles Scheme . . . "443 QUEEN STREET" CTS56097
3. Areas & dimensions defined by the internal faces of walls are shown . . .
4. All storage areas are bound by GI wire Mesh fencing unless otherwise shown.
5. Services located in exclusive use areas are not covered by exclusive use entitlement.
6. Meridian of SP284675.
7. Revision P: Re-draft to A4 14/06/2024. (BRJ)

B.B.H. PTY. LTD. (A/CN 010 437 831)  
(trading as Bennett and Bennett Group)  
Cadastral Surveyor, certify that the details shown are the COMMON CTS extract.



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Title:

**Plan of Exclusive Use Areas**  
**EU.1, EU.1B, EU.1E, EU.1F, EU.1G, EU.1H & EU.1L**  
in part of the Common Property on Level B  
(Lower Ground) on SP284675  
"443 QUEEN STREET" CTS56097

Client:

**CBUS PROPERTY**

Locality:

**BRISBANE CITY**

Local Gov:

**BCC**

Prepared By:

**SDS**

Surveyed By:

**CTN**

Approved:

**CWW**

Date Created:

**11/02/2016**

Scale:

**1:400**

Comp File:

**15132.project**

Plan No:

**15132\_010\_EXC**

**A4**

**PLAN A - EXCLUSIVE USE PLAN**  
**"443 QUEEN STREET" CTS56097**

"A"



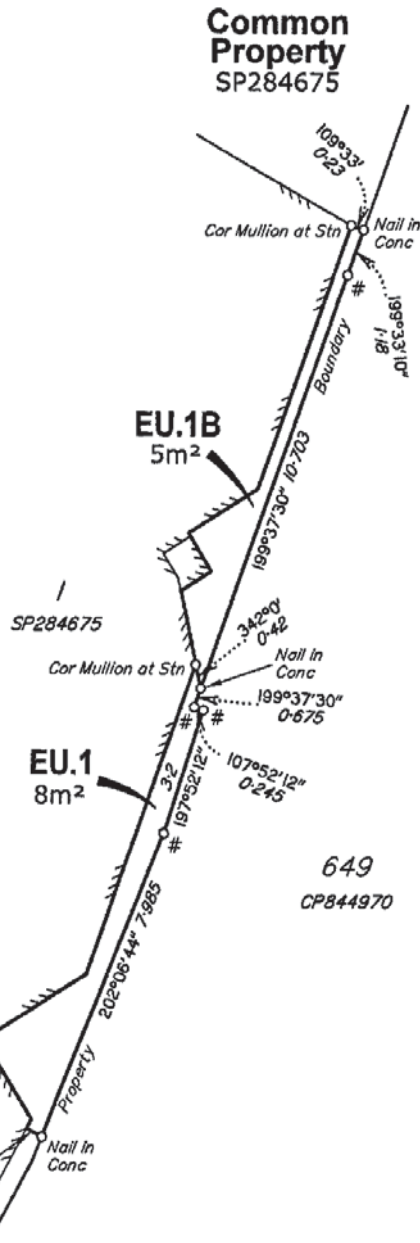
**DIAGRAM**  
*Not to Scale*

*Not to Scale*

**Common Property**  
**SP284675**

**Common Property**  
**SP284675**

Face Conc planter  
327°58'  
0.314



**Legend**

- Denotes boundary along face of wall
- Denotes corner of block wall at station
- Denotes D/Hole in Conc at station



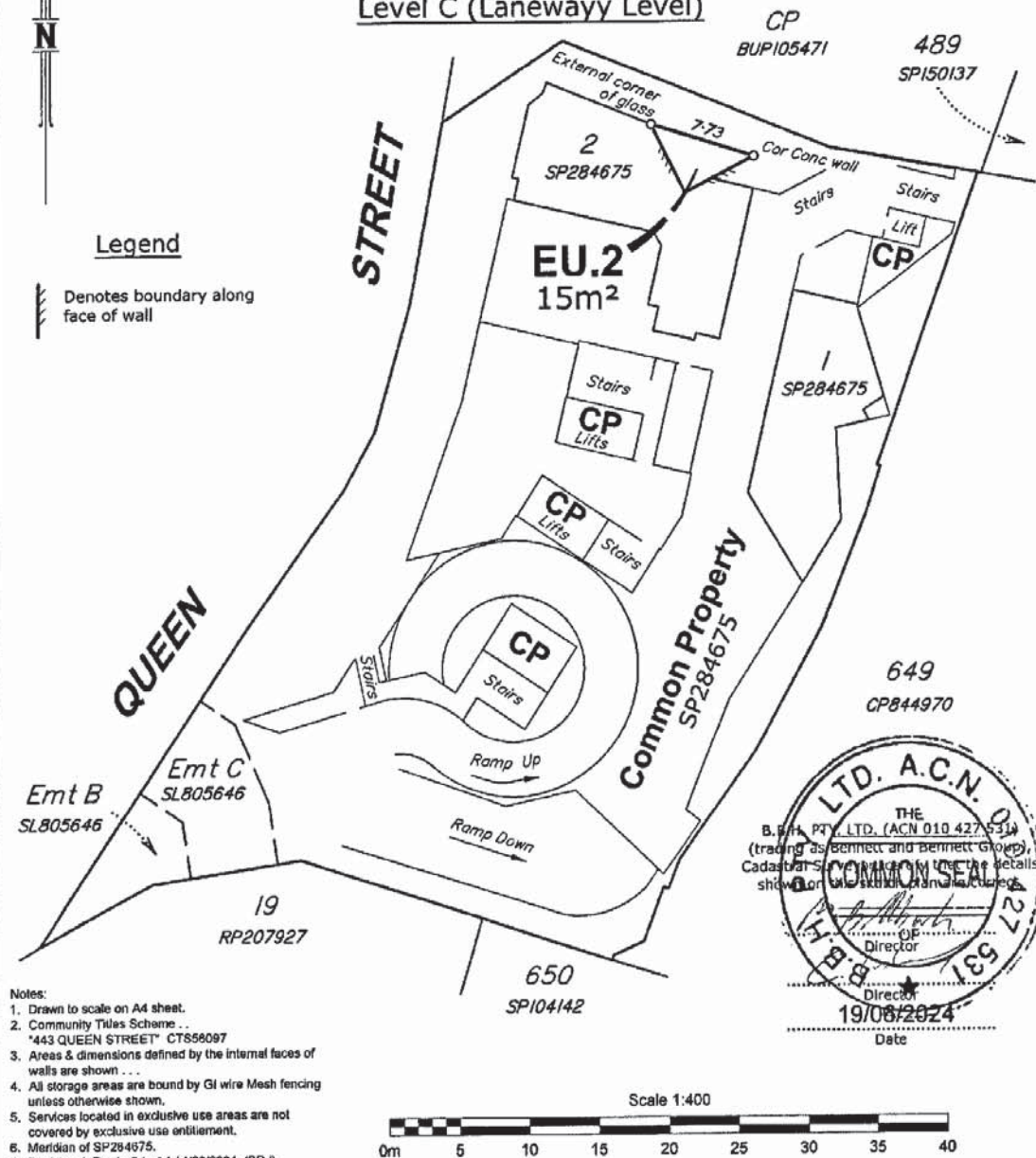
## EXCLUSIVE USE PLAN

"443 QUEEN STREET" CTS56097  
Level C (Laneway Level)



### Legend

Denotes boundary along face of wall



**Notes:**

1. Drawn to scale on A4 sheet.
2. Community Titles Scheme . .  
"443 QUEEN STREET" CT850697
3. Areas & dimensions defined by the internal faces of walls are shown . . .
4. All storage areas are bound by GI wire Mesh fencing unless otherwise shown.
5. Services located in exclusive use areas are not covered by exclusive use entitlement.
6. Meridian of SP2846575.
7. Revision J: Re-draft to A4 14/06/2024, (BRJ)

**Title:**

**Plan of Exclusive Area EU.2**  
in part of the Common Property on Level C  
(Laneway Level) on SP284675  
"443 QUEEN STREET" CTS56097

**Client:** CBUS PROPERTY

|               |               |              |       |
|---------------|---------------|--------------|-------|
| Locality:     | BRISBANE CITY |              |       |
| Local Gov:    | BCC           | Prepared By: | SDS   |
| Surveyed By:  | CTN           | Approved:    | CWW   |
| Date Created: | 15/08/2016    | Scale:       | 1:400 |
| Comp File:    | 15132.project |              |       |
| Plan No:      | 15132_023_EXC |              |       |

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SCHEDULE E  
**PLAN D**

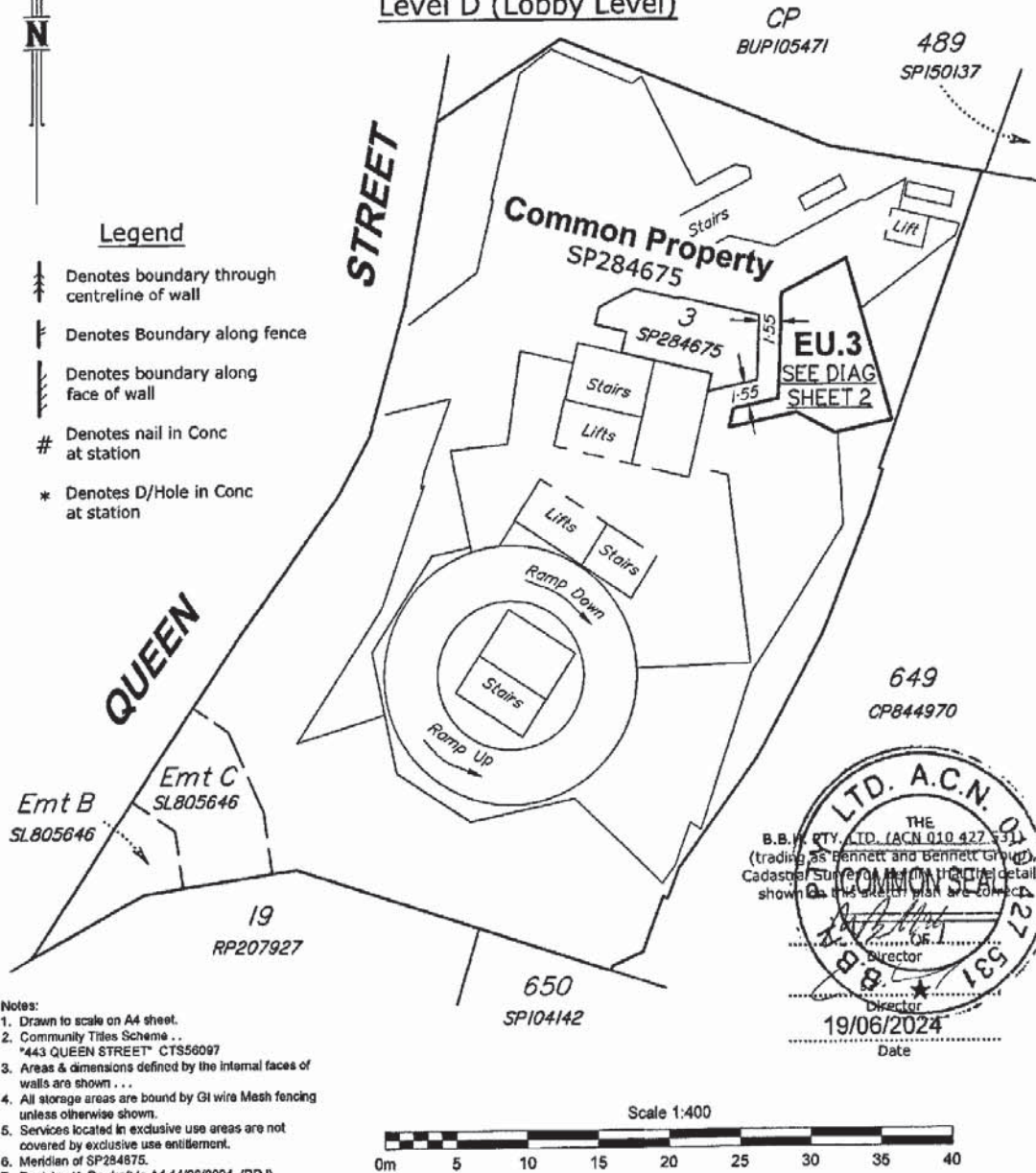
**EXCLUSIVE USE PLAN**

**"443 QUEEN STREET" CTS56097**  
**Level D (Lobby Level)**



**Legend**

- Denotes boundary through centreline of wall
- Denotes Boundary along fence
- Denotes boundary along face of wall
- # Denotes nail in Conc at station
- \* Denotes D/Hole in Conc at station



**Notes:**

1. Drawn to scale on A4 sheet.
2. Community Titles Scheme ...
3. "443 QUEEN STREET" CTS56097
4. Areas & dimensions defined by the internal faces of walls are shown ...
5. All storage areas are bound by GI wire Mesh fencing unless otherwise shown.
6. Services located in exclusive use areas are not covered by exclusive use entitlement.
7. Meridian of SP284875.
8. Revision K: Re-draft to A4 14/06/2024, (BRJ)

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Title:  
**Plan of Exclusive Area EU.3**  
in part of the Common Property on Level C  
(Laneway Level) on SP284675  
"443 QUEEN STREET" CTS56097

Client: **CBUS PROPERTY**

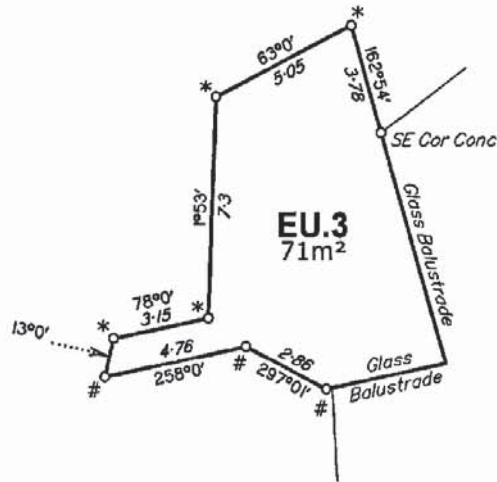
Locality: **BRISBANE CITY**  
Local Gov: **BCC** Prepared By: **SDS**  
Surveyed By: **CTN** Approved: **CWW**  
Date Created: **15/08/2016** Scale: **1:400**  
Comp File: **15132.project**  
Plan No: **15132\_024\_EXC**

A4

**PLAN D - EXCLUSIVE USE PLAN**  
**"443 QUEEN STREET" CTS56097**



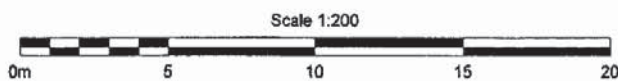
**DIAGRAM**  
Scale 1:200



**Legend**

- Denotes boundary through centreline of wall
- Denotes Boundary along fence
- Denotes boundary along face of wall
- # Denotes nail in Conc at station
- \* Denotes D/Hole in Conc at station

**Common Property**  
SP284675





SCHEDULE E  
**PLAN E**

QUEENSLAND LAND REGISTRY CMS

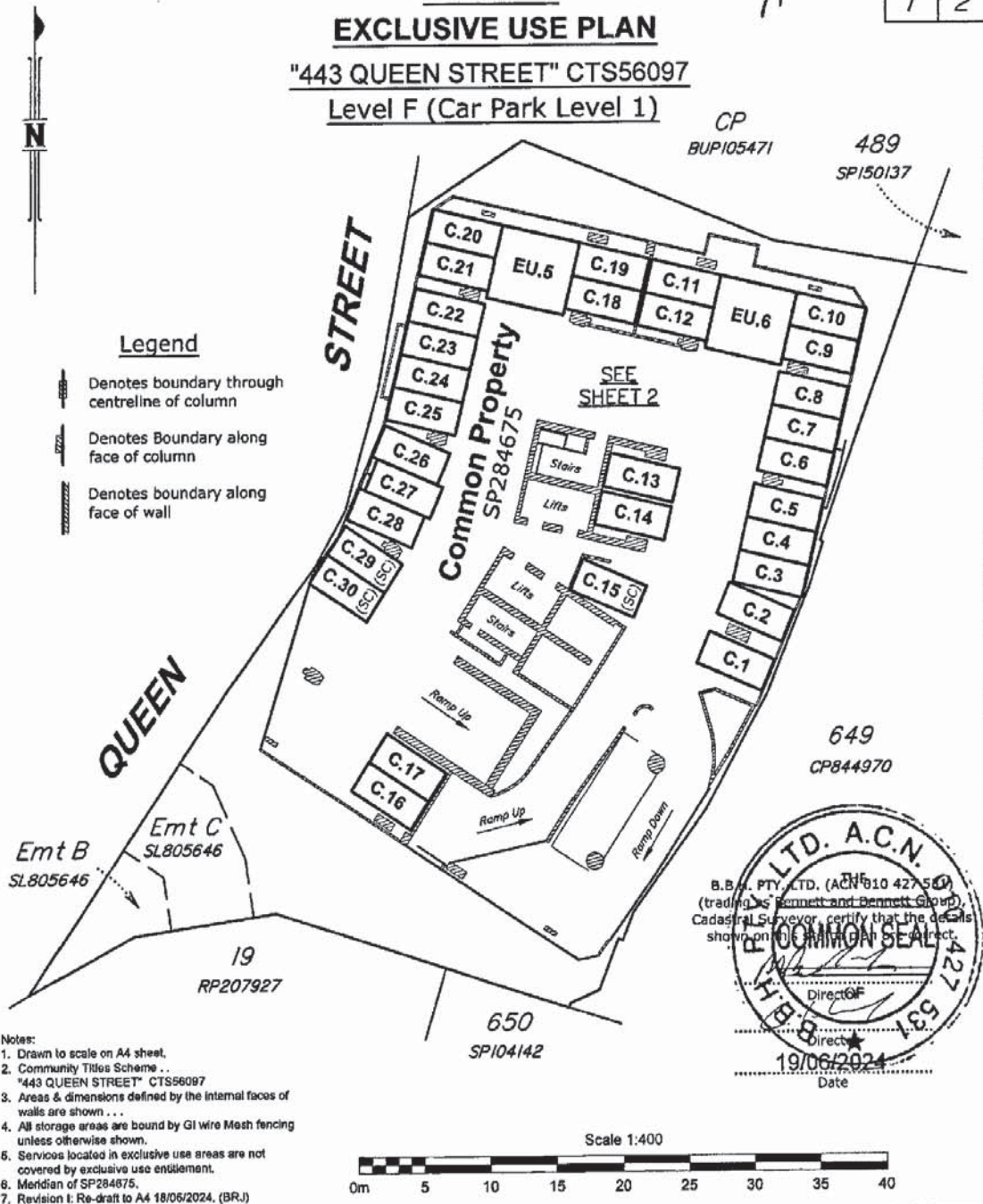
|       |    |
|-------|----|
| Sheet | of |
| 6A 87 | 2  |
| Sheet | of |
| 1     | 2  |

"A"

Plan

**EXCLUSIVE USE PLAN**

"443 QUEEN STREET" CTS56097  
**Level F (Car Park Level 1)**



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GOLD COAST BRISBANE SUNSHINE COAST NORTHERN RIVERS  
www.bennettandbennett.com.au

Title:  
**Plan of Exclusive Use Areas  
C.1-C.30, EU.5 & EU.6**  
In part of the Common Property on Level F  
(Car Park Level 1) on SP284675  
"443 QUEEN STREET" CTS56097

Client: **CBUS PROPERTY**

|               |               |
|---------------|---------------|
| Locality:     | BRISBANE CITY |
| Local Gov:    | BCC           |
| Surveyed By:  | CTN           |
| Date Created: | 11/02/2016    |
| Comp File:    | 15132.project |
| Plan No:      | 15132_011_EXC |

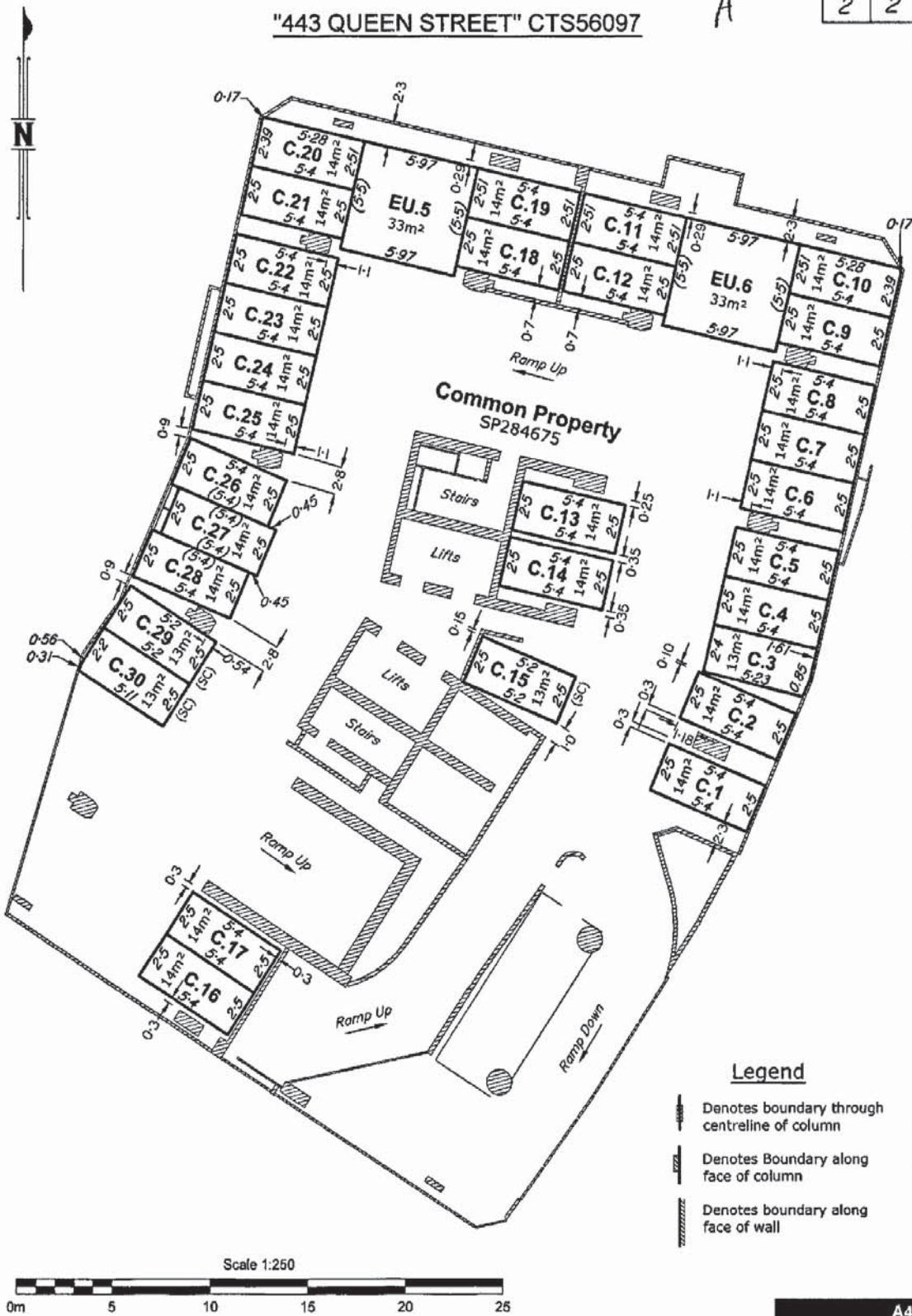
A4

**PLAN E - EXCLUSIVE USE PLAN**

"443 QUEEN STREET" CTS56097

"A"

Plan





SCHEDULE E  
**PLAN F**

QUEENSLAND LAND REGISTRY CMS

|       |         |    |     |
|-------|---------|----|-----|
| Sheet | 6       | of | 842 |
| Plan  | Sheet 1 | of | 3   |

**EXCLUSIVE USE PLAN**

"443 QUEEN STREET" CTS56097  
Level G (Car Park Level 2)



**Legend**

- Denotes boundary through centreline of column
- Denotes Boundary along face of column
- Denotes boundary along face of wall



- Notes:
1. Drawn to scale on A4 sheet.
  2. Community Titles Scheme . . . "443 QUEEN STREET" CTS56097
  3. Areas & dimensions defined by the internal faces of walls are shown . . .
  4. All storage areas are bound by GI wire Mesh fencing unless otherwise shown.
  5. Services located in exclusive use areas are not covered by exclusive use entitlement.
  6. Meridian of SP284675.
  7. Revision I: Re-draft to A4 18/06/2024. (BRJ)

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Title:  
**Plan of Exclusive Use Areas C.31-C.75**  
in part of the Common Property on Level G  
(Car Park Level 2) on SP284675  
"443 QUEEN STREET" CTS56097

Client: **CBUS PROPERTY**

Locality: **BRISBANE CITY**  
Local Gov: **BCC** Prepared By: **SDS**  
Surveyed By: **CTN** Approved: **CWW**  
Date Created: **11/02/2016** Scale: **1:400**  
Comp File: **15132.project**  
Plan No: **15132\_012\_EXC**

**PLAN F - EXCLUSIVE USE PLAN**

**"443 QUEEN STREET" CTS56097**

"A"

Plan

**Legend**

- Denotes boundary through centreline of column
- Denotes Boundary along face of column
- Denotes boundary along face of wall

Scale 1:200



SHEET

SEE



**PLAN F - EXCLUSIVE USE PLAN**

**"443 QUEEN STREET" CTS56097**

"A"



# PLAN G

"A"

Plan

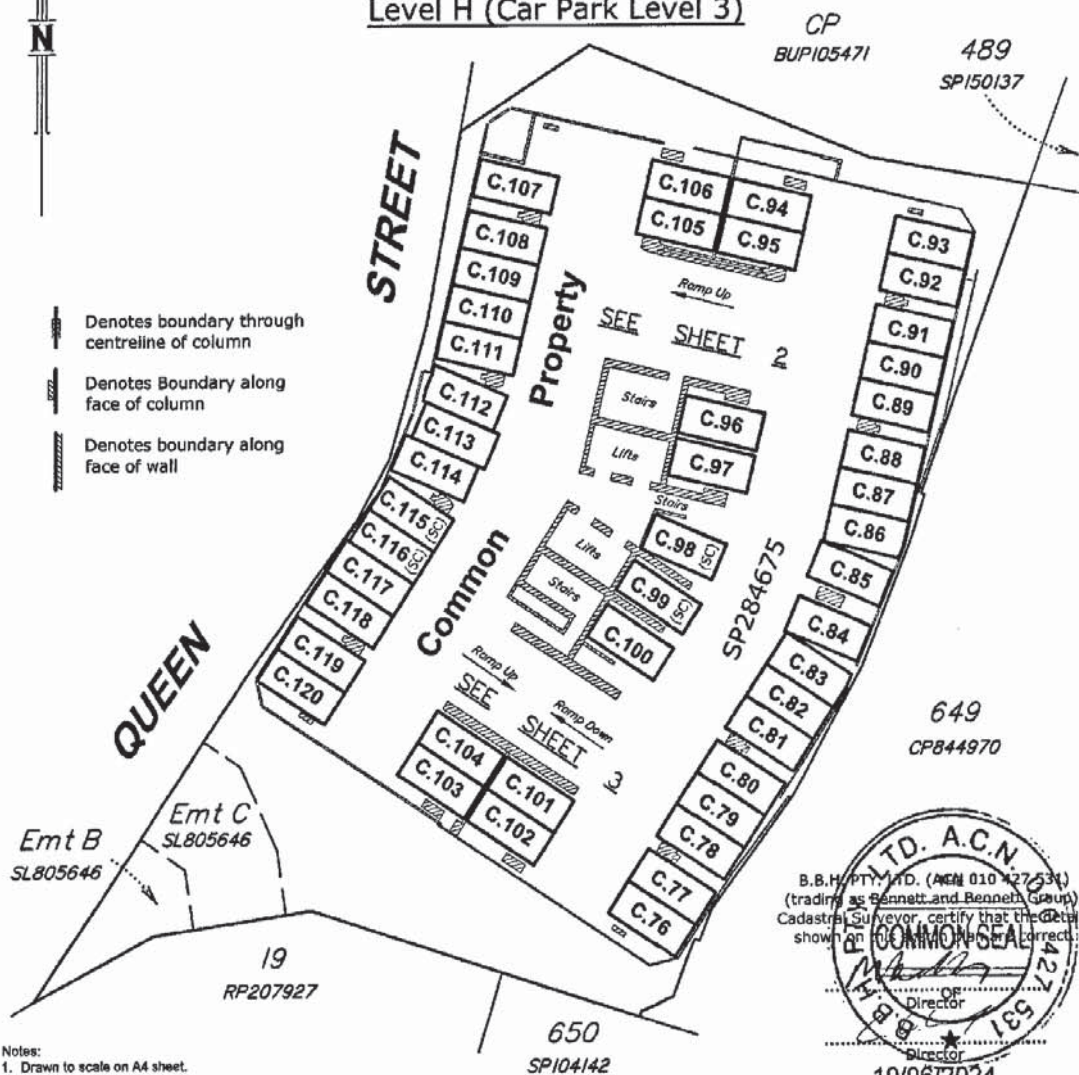
## EXCLUSIVE USE PLAN

"443 QUEEN STREET" CTS56097

Level H (Car Park Level 3)

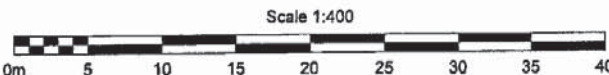


- Denotes boundary through centreline of column
- Denotes Boundary along face of column
- Denotes boundary along face of wall



Notes:

1. Drawn to scale on A4 sheet.
2. Community Titles Scheme ...
3. Areas & dimensions defined by the internal faces of walls are shown ...
4. All storage areas are bound by GI wire Mesh fencing unless otherwise shown.
5. Services located in exclusive use areas are not covered by exclusive use entitlement.
6. Meridian of SP284675.
7. Revision I: Re-draft to A4 18/06/2024. (BRJ)



B.B.H. PTY. LTD. (ACN 010 427 531)  
(trading as Bennett and Bennett Group)  
Cadastral Surveyor, certify that the details  
shown on this plan are correct.



**BENNETT + BENNETT**

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Title:  
**Plan of Exclusive Use Areas C.76-C.120**  
in part of the Common Property on Level H  
(Car Park Level 3) on SP284675  
"443 QUEEN STREET" CTS56097

Client: **CBUS PROPERTY**

|               |               |
|---------------|---------------|
| Locality:     | BRISBANE CITY |
| Local Gov:    | BCC           |
| Surveyed By:  | CTN           |
| Date Created: | 11/02/2018    |
| Comp File:    | 15132.project |
| Plan No:      | 15132_013_EXC |

A4



**PLAN G - EXCLUSIVE USE PLAN**

**"443 QUEEN STREET" CTS56097**

"A"

Plan



**PLAN G - EXCLUSIVE USE PLAN**

**"443 QUEEN STREET" CTS56097**

"A"

2

SHEET

SEE



**Legend**

- Denotes boundary through centreline of column
- Denotes boundary along face of wall
- Denotes boundary along face of column








**EXCLUSIVE USE PLAN**  
**"443 QUEEN STREET" CTS56097**  
**Level I (Car Park Level 4)**

CP  
BUP105471

489  
SP150137

## N

-  Denotes boundary through centreline of column
-  Denotes Boundary along face of column
-  Denotes boundary along face of wall

*Ernt B*  
SL805646

Emt C  
SL 805646

19  
RP207927

650  
SP104142

B.B.H. Pty. Ltd. (ACN 010 427 531)  
(trading as Bennett and Bennett Group)  
Cadastral Surveyors certify that the details  
shown on this sketch plan are correct.

Director,



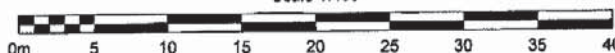
19/06/2024

Date \_\_\_\_\_

Notes:

1. Drawn to scale on A4 sheet.
2. Community Titles Scheme . . .  
"443 QUEEN STREET" CTS56097
3. Areas & dimensions defined by the internal faces of walls are shown . . .
4. All storage areas are bound by GI wire Mesh fencing unless otherwise shown.
5. Services located in exclusive use areas are not covered by exclusive use entitlement.
6. Meridian of SP284675.
7. Revision H: Re-draft to A4 18/06/2024. (BRJ)

Scale 1:400



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Title:

**Plan of Exclusive Use Areas C.121-C.165**  
in part of the Common Property on Level I  
(Car Park Level 4) on SP284675  
"443 QUEEN STREET" CTS56097

**Client:**

**CBUS PROPERTY**

Locality: BRISBANE CITY

Local Gov: BCC Prepared By: SDS

Surveyed By: CTN Approved: CWW

Date Created: 11/02/2016 Scale: 1:400

Comp File: 15132.project

Plan No: 15132 014 EXC

A4

## PLAN H - EXCLUSIVE USE PLAN

"443 QUEEN STREET" CTS56097

"A"





**PLAN H - EXCLUSIVE USE PLAN**  
**"443 QUEEN STREET" CTS56097**

"A"

Plan



**PLAN I**

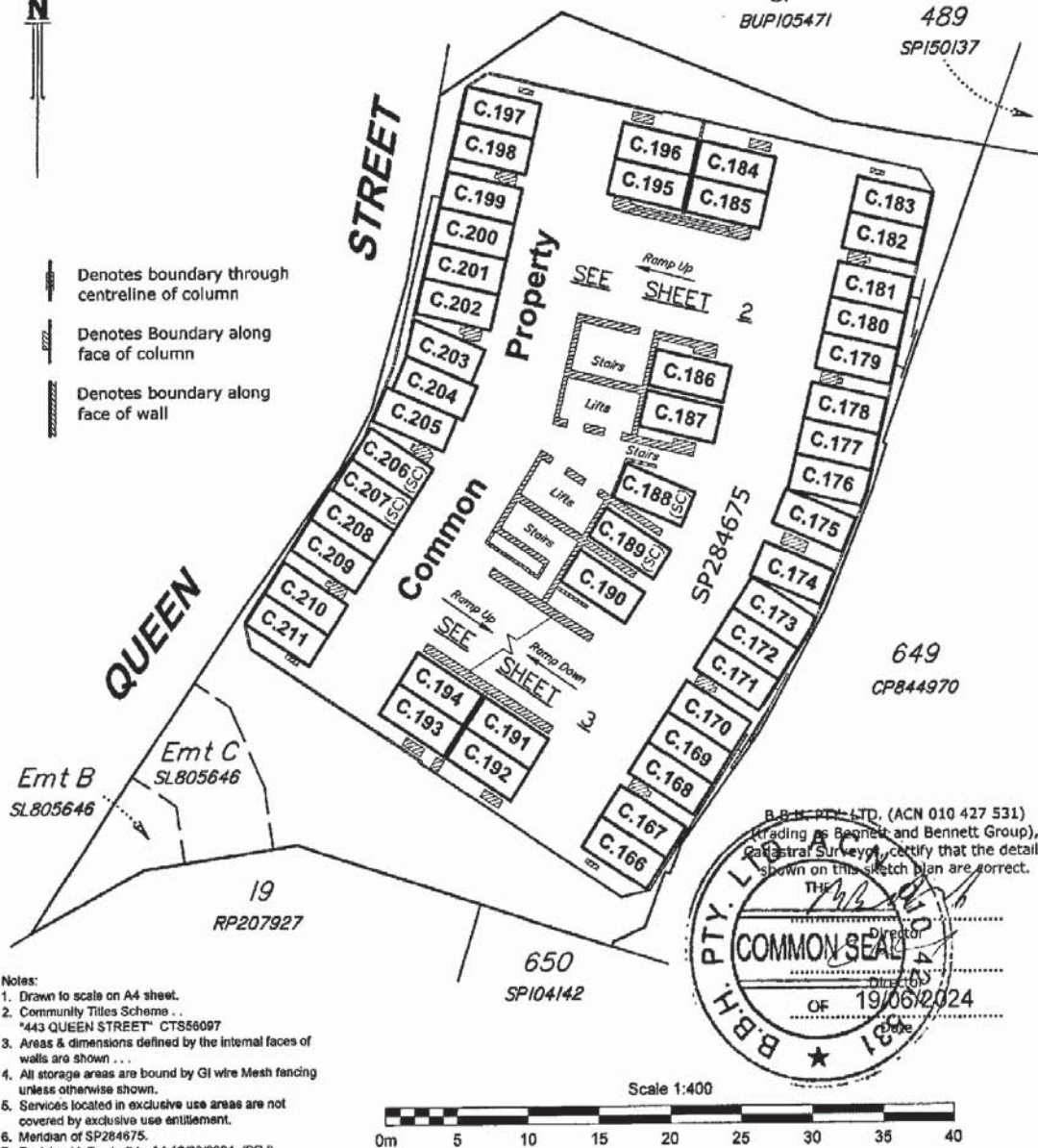
**EXCLUSIVE USE PLAN**

"443 QUEEN STREET" CTS56097

Level J (Car Park Level 5)



- Denotes boundary through centreline of column
- Denotes Boundary along face of column
- Denotes boundary along face of wall



Notes:

1. Drawn to scale on A4 sheet.
2. Community Titles Scheme . . . "443 QUEEN STREET" CTS56097
3. Areas & dimensions defined by the internal faces of walls are shown . . .
4. All storage areas are bound by GI wire Mesh fencing unless otherwise shown.
5. Services located in exclusive use areas are not covered by exclusive use entitlement.
6. Meridian of SP284675.
7. Revision H: Re-draft to A4 18/06/2024. (BRJ)

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Title:

**Plan of Exclusive Use Areas C.166-C.211**  
in part of the Common Property on Level J  
(Car Park Level 5) on SP284675  
"443 QUEEN STREET" CTS56097

Client:

**CBUS PROPERTY**

Locality:

**BRISBANE CITY**

Local Gov:

**BCC**

Prepared By: **SDS**

Surveyed By:

**CTN**

Approved: **CWW**

Date Created:

**11/02/2015**

Scale: **1:400**

Comp File:

**15132.project**

Plan No:

**15132\_015\_EXC**

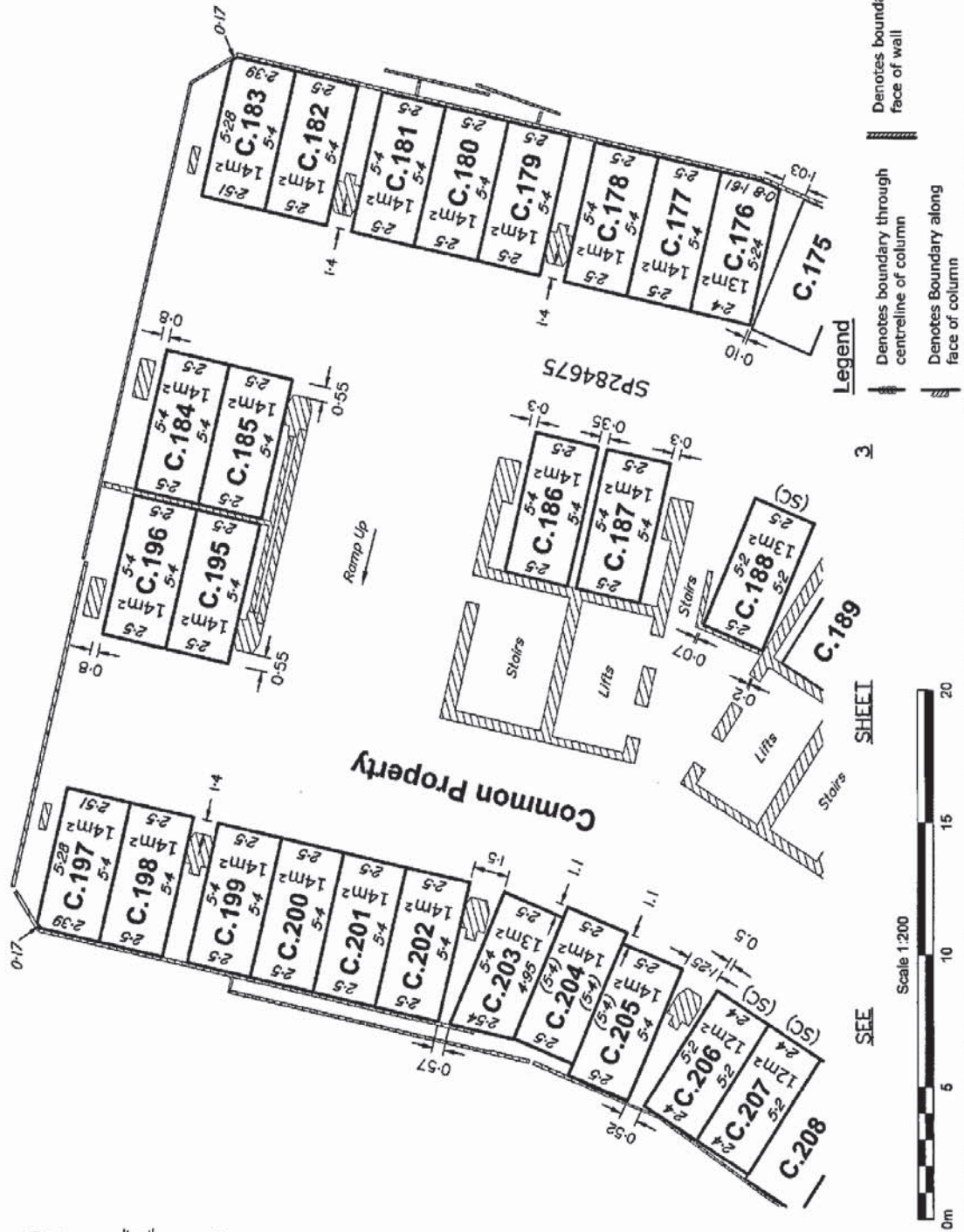


**PLAN I - EXCLUSIVE USE PLAN**

**"443 QUEEN STREET" CTS56097**

"A"

Plan



Legend

Denotes boundary along face of wall

Denotes boundary through centreline of column

Denotes Boundary along face of column

3

SHEET

SEE

Scale 1:200



**PLAN I - EXCLUSIVE USE PLAN**  
**"443 QUEEN STREET" CTS56097**

"A"





SCHEDULE E  
**PLAN J**

**EXCLUSIVE USE PLAN**

"443 QUEEN STREET" CTS56097  
Level K (Car Park Level 6)

"A"



- Denotes boundary through centreline of column
- Denotes Boundary along face of column
- Denotes boundary along face of wall



- Notes:
1. Drawn to scale on A4 sheet.
  2. Community Titles Scheme . . .  
"443 QUEEN STREET" CTS56097
  3. Areas & dimensions defined by the internal faces of  
walls are shown . . .
  4. All storage areas are bound by GI wire Mesh fencing  
unless otherwise shown.
  5. Services located in exclusive use areas are not  
covered by exclusive use entitlement.
  6. Meridian of SP284675.
  7. Revision K: Re-draft to A4 18/08/2024, (BRJ)

B.B. & B. LTD. (ACN 010 427 531)  
(trading as Bennett and Bennett Group),  
Cadastral Surveyor, certify that the details  
shown on this plan are correct.

Director  
19/06/2024  
Date

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Title:  
**Plan of Exclusive Use Areas C.212-C.256**  
in part of the Common Property on Level K  
(Car Park Level 6) on SP284675  
"443 QUEEN STREET" CTS56097

Client: **CBUS PROPERTY**

Locality: **BRISBANE CITY**  
Local Gov: **BCC** Prepared By: **SDS**  
Surveyed By: **CTN** Approved: **CWW**  
Date Created: **11/02/2016** Scale: **1:400**  
Comp File: **15132.project**  
Plan No: **15132\_016\_EXC**

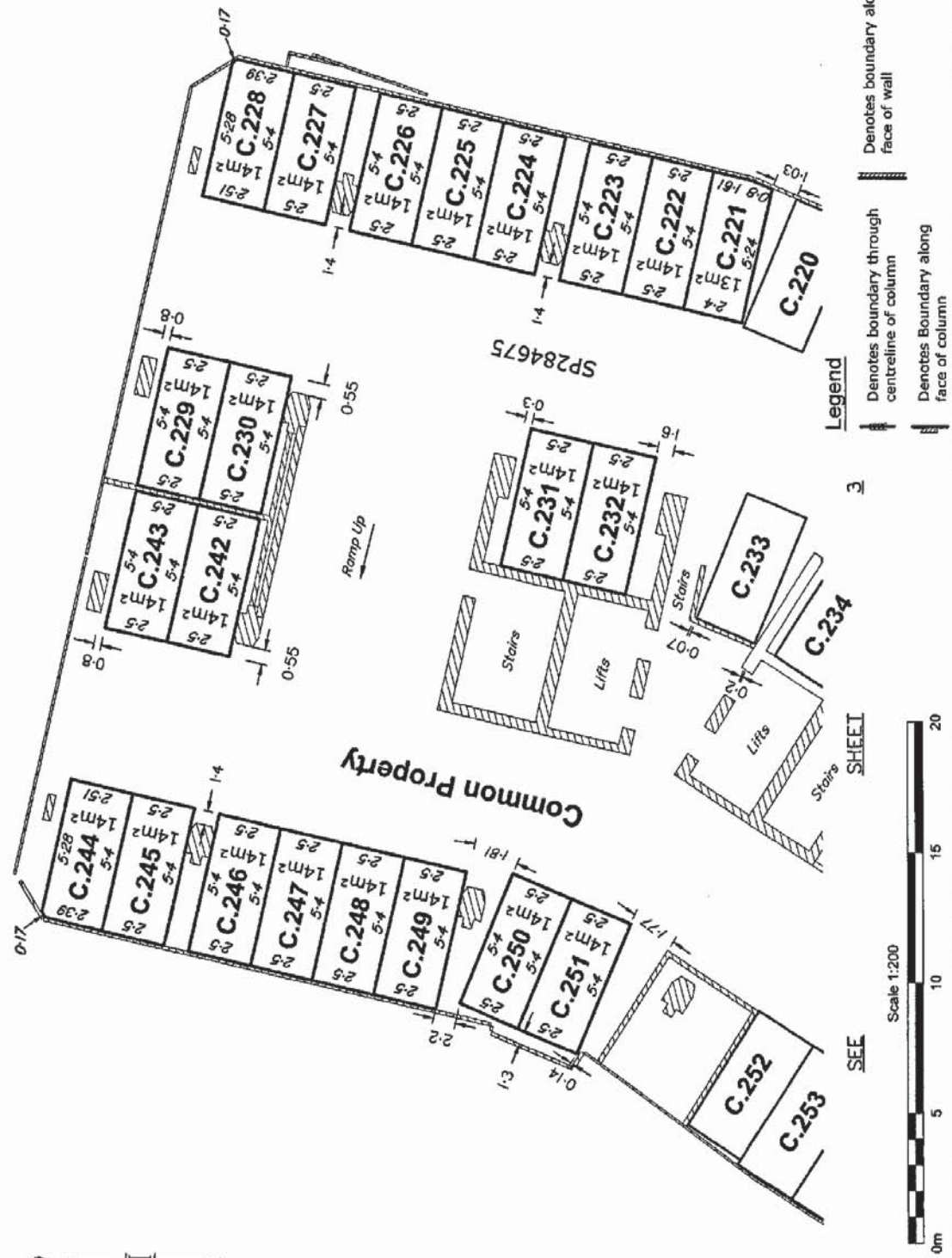
A4



**PLAN J - EXCLUSIVE USE PLAN**

**"443 QUEEN STREET" CTS56097**

"A"



**PLAN J - EXCLUSIVE USE PLAN**

**"443 QUEEN STREET" CTS56097**

" A "





SCHEDULE E  
**PLAN K**

QUEENSLAND LAND REGISTRY CMS

|       |       |
|-------|-------|
| Sheet | of    |
| 801   | 82    |
| Plan  | Sheet |
| 1     | of    |
|       | 2     |

"A"

**EXCLUSIVE USE PLAN**

**"443 QUEEN STREET" CTS56097**  
**Level N (Recreation Deck Plant Level)**



**Legend**

- Denotes Boundary along face of column
- Denotes boundary along face of wall
- Denotes centre steel post at boundary corner
- Denotes intersection of GI wire mesh fence and face of wall



**Notes:**

1. Drawn to scale on A4 sheet.
2. Community Titles Scheme . . . "443 QUEEN STREET" CTS56097
3. Areas & dimensions defined by the internal faces of walls are shown . . .
4. All storage areas are bound by GI wire Mesh fencing unless otherwise shown.
5. Services located in exclusive use areas are not covered by exclusive use entitlement.
6. Meridian of SP284875.
7. Revision C: Re-draft to A4 18/06/2024. (BRJ)

B.B.H. PT. LTD. (ACN 010 427 531)  
(trading as Bennett and Bennett Group),  
Cadastral Surveyor, certify that the details  
shown on this plan are correct.



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Title:  
**Plan of Exclusive Use Areas S.2-S.29,  
S.32-S.36, S.38-S.56 & S.58-S.71**  
in part of the Common Property on Level N  
(Recreation Deck Plant Level) on SP284675  
"443 QUEEN STREET" CTS56097

Client: **CBUS PROPERTY**

Locality: **BRISBANE CITY**  
Local Gov: **BCC** Prepared By: **SDS**  
Surveyed By: **CTN** Approved: **CWW**  
Date Created: **11/02/2016** Scale: **1:400**  
Comp File: **15132.project**  
Plan No: **15132\_021\_EXC**

A4

**PLAN K - EXCLUSIVE USE PLAN**

"443 QUEEN STREET" CTS56097

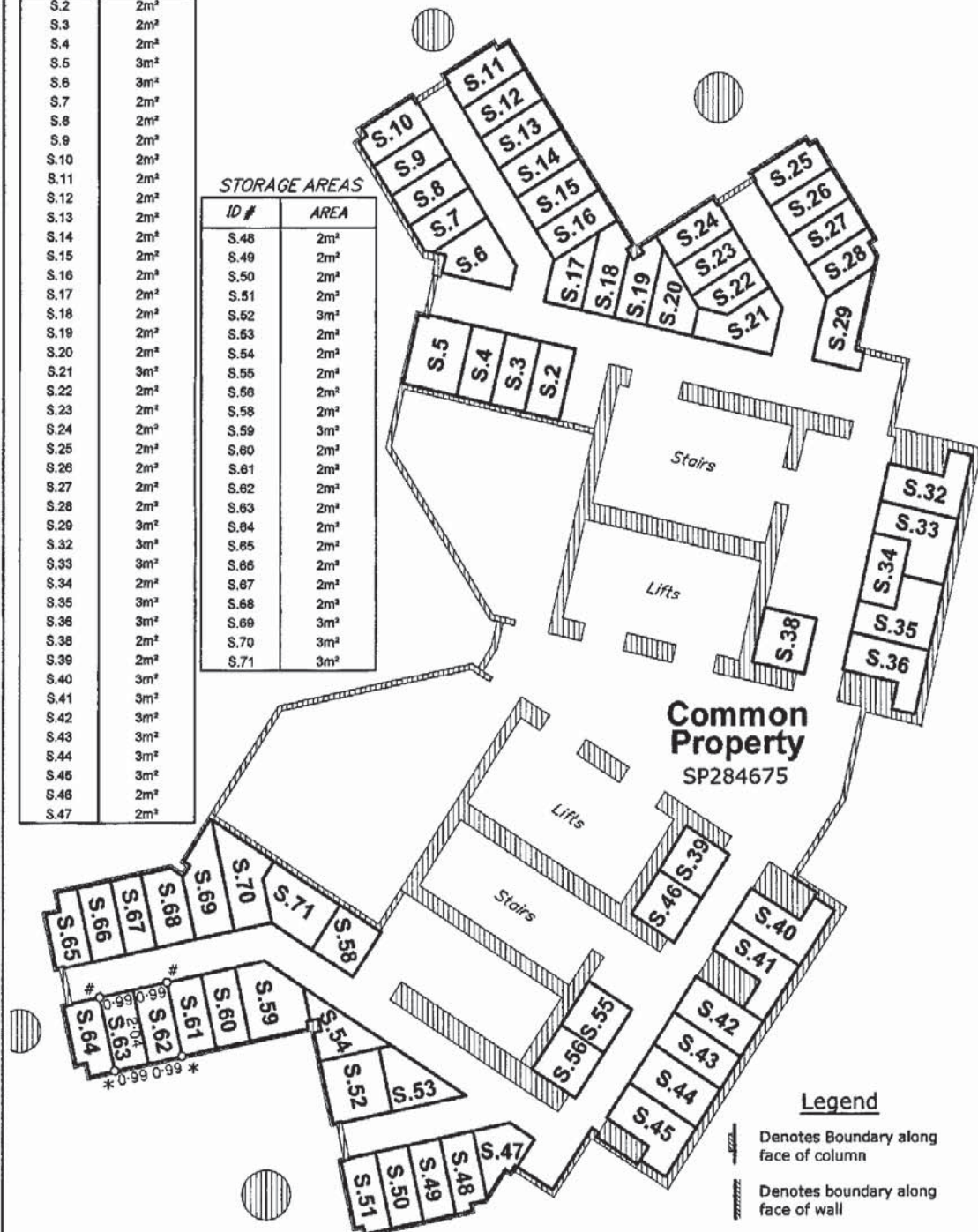
"A"

**STORAGE AREAS**

| ID # | AREA            |
|------|-----------------|
| S.2  | 2m <sup>2</sup> |
| S.3  | 2m <sup>2</sup> |
| S.4  | 2m <sup>2</sup> |
| S.5  | 3m <sup>2</sup> |
| S.6  | 3m <sup>2</sup> |
| S.7  | 2m <sup>2</sup> |
| S.8  | 2m <sup>2</sup> |
| S.9  | 2m <sup>2</sup> |
| S.10 | 2m <sup>2</sup> |
| S.11 | 2m <sup>2</sup> |
| S.12 | 2m <sup>2</sup> |
| S.13 | 2m <sup>2</sup> |
| S.14 | 2m <sup>2</sup> |
| S.15 | 2m <sup>2</sup> |
| S.16 | 2m <sup>2</sup> |
| S.17 | 2m <sup>2</sup> |
| S.18 | 2m <sup>2</sup> |
| S.19 | 2m <sup>2</sup> |
| S.20 | 2m <sup>2</sup> |
| S.21 | 3m <sup>2</sup> |
| S.22 | 2m <sup>2</sup> |
| S.23 | 2m <sup>2</sup> |
| S.24 | 2m <sup>2</sup> |
| S.25 | 2m <sup>2</sup> |
| S.26 | 2m <sup>2</sup> |
| S.27 | 2m <sup>2</sup> |
| S.28 | 2m <sup>2</sup> |
| S.29 | 3m <sup>2</sup> |
| S.32 | 3m <sup>2</sup> |
| S.33 | 3m <sup>2</sup> |
| S.34 | 2m <sup>2</sup> |
| S.35 | 3m <sup>2</sup> |
| S.36 | 3m <sup>2</sup> |
| S.38 | 2m <sup>2</sup> |
| S.39 | 2m <sup>2</sup> |
| S.40 | 3m <sup>2</sup> |
| S.41 | 3m <sup>2</sup> |
| S.42 | 3m <sup>2</sup> |
| S.43 | 3m <sup>2</sup> |
| S.44 | 3m <sup>2</sup> |
| S.45 | 3m <sup>2</sup> |
| S.46 | 2m <sup>2</sup> |
| S.47 | 2m <sup>2</sup> |

**STORAGE AREAS**

| ID # | AREA            |
|------|-----------------|
| S.48 | 2m <sup>2</sup> |
| S.49 | 2m <sup>2</sup> |
| S.50 | 2m <sup>2</sup> |
| S.51 | 2m <sup>2</sup> |
| S.52 | 3m <sup>2</sup> |
| S.53 | 2m <sup>2</sup> |
| S.54 | 2m <sup>2</sup> |
| S.55 | 2m <sup>2</sup> |
| S.56 | 2m <sup>2</sup> |
| S.58 | 2m <sup>2</sup> |
| S.59 | 3m <sup>2</sup> |
| S.60 | 2m <sup>2</sup> |
| S.61 | 2m <sup>2</sup> |
| S.62 | 2m <sup>2</sup> |
| S.63 | 2m <sup>2</sup> |
| S.64 | 2m <sup>2</sup> |
| S.65 | 2m <sup>2</sup> |
| S.66 | 2m <sup>2</sup> |
| S.67 | 2m <sup>2</sup> |
| S.68 | 2m <sup>2</sup> |
| S.69 | 3m <sup>2</sup> |
| S.70 | 3m <sup>2</sup> |
| S.71 | 3m <sup>2</sup> |



**Common Property**  
SP284675

**Legend**

- Denotes Boundary along face of column
- Denotes boundary along face of wall
- # Denotes centre steel post at boundary corner
- \* Denotes intersection of GI wire mesh fence and face of wall

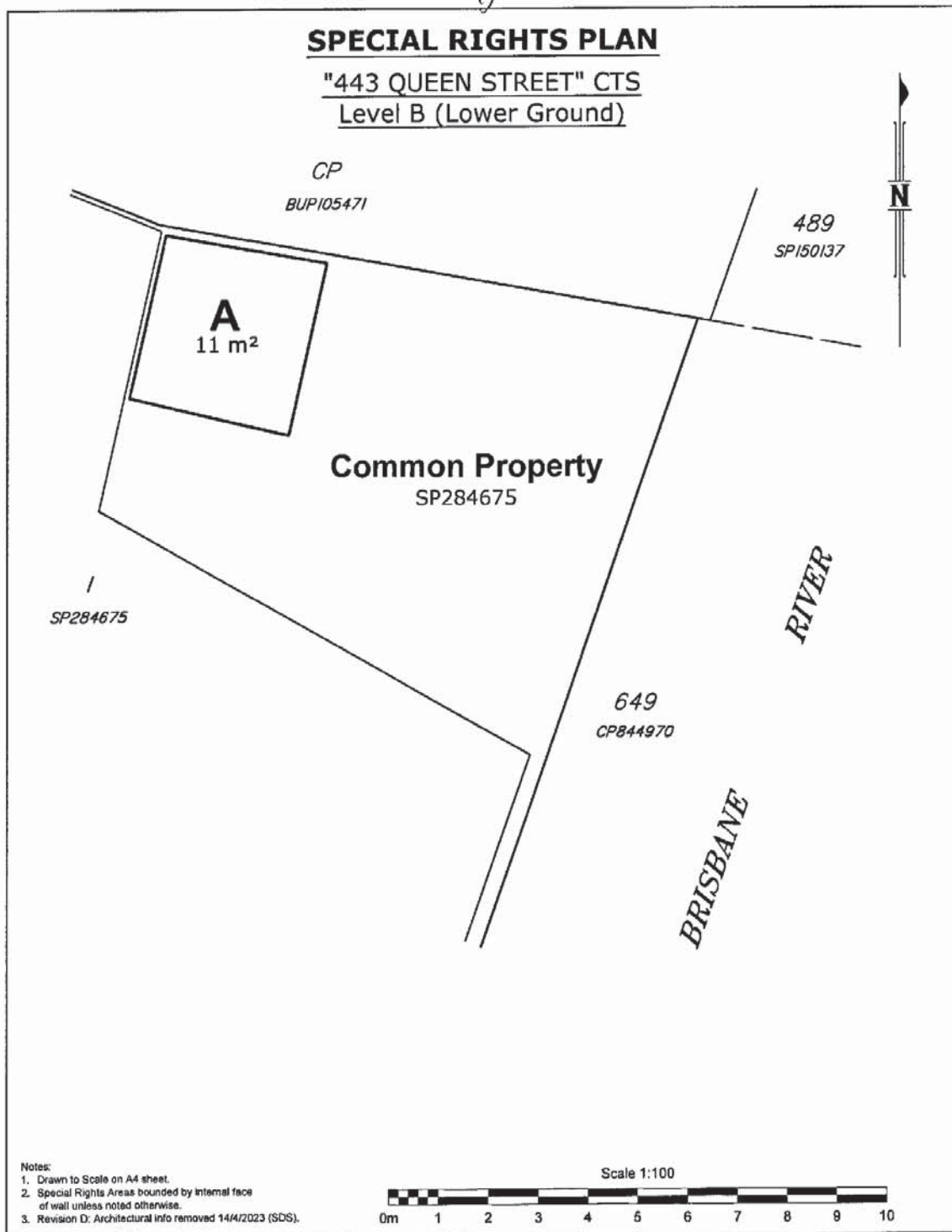
Scale 1:150



B

**SPECIAL RIGHTS PLAN**

"443 QUEEN STREET" CTS  
Level B (Lower Ground)



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Title:

**Plan of Special Rights Area A**  
 Being part of the Common Property  
 on Level B (Lower Ground) on  
 SP284675 "443 QUEEN STREET" CTS

56097

Client:

CBUS PROPERTY

|               |               |              |       |
|---------------|---------------|--------------|-------|
| Locality:     | BRISBANE CITY |              |       |
| Local Gov:    | BCC           | Prepared By: | BRJ   |
| Surveyed By:  | SPP           | Approved:    | CW    |
| Date Created: | 19/07/2022    | Scale:       | 1:100 |
| Comp File:    | 15132.project |              |       |
| Plan No:      | 15132_042_MIS |              |       |

A4



## **BODY CORPORATE AGREEMENTS**

The Body Corporate has or will enter into:

1. Body Corporate Manager's Agreement;
2. Management Engagement & Letting Authorisation Agreement;
3. Utility Billing Agreement;
4. Origin Centralised Energy Equipment Agreement - Gas, Hot Water Equipment & Electricity Metering;
5. Alarm Agreement; and
6. EV Charging Infrastructure Maintenance Agreement

Copies of the agreements follow this page.

## **BODY CORPORATE MANAGER'S AGREEMENT**

(follows this page)

# SSKB Administration Agreement

## BETWEEN

Stewart Silver King and Burns (Brisbane) Pty Ltd ABN 49 078 545 329 (SSKB) of Level 3 Icon Place, 270 Adelaide Street, Brisbane QLD 4000.

## AND

The Body Corporate for **443 Queen Street CTS 56097** (Body Corporate) of **443 Queen Street, Brisbane City QLD 4000**.

## 1 Term

This Agreement is for a term of 3 years and starts on 16 October 2023 and finishes on 15 October 2026.

## 2 Fees and Service

- 2.1 For \$130.00 per lot per annum secretarial fee, plus \$60.00 per lot per annum communications and disbursements fee, SSKB will perform the Agreed Services for the Body Corporate.
- 2.2 All fees for services, communications and disbursements included in this Agreement are exclusive of GST.
- 2.3 Fees for the agreed services and communications and disbursements are payable in advance in quarterly instalments. Any other fees which may be incurred are payable, based on the fees-for-service listed on the SSKB website at the time the service is rendered. SSKB is authorised to automatically deduct these amounts from the Body Corporate bank account.
- 2.4 Where the term is greater than one (1) year on the anniversary of the Agreement the service fees will increase by 5% or CPI (all groups Brisbane) whichever is the greatest. If CPI is negative, fees will remain the same as the prior year. The formula for applying the increase is set out in the Notes to this Agreement available on the [sskb.com.au](https://www.sskb.com.au) website.
- 2.5 The services included within this Agreement are detailed at clause 3. Items or activities not listed are beyond the scope of this Agreement and are not covered by the secretarial fees stated at clause 2.1. For notes to assist with the interpretation of this Agreement, please see our website at <https://www.sskb.com.au>

## Signing Clause

THE COMMON SEAL of: **The Body Corporate for 443 Queen Street CTS 56097 Accommodation Regulation Module** was affixed pursuant to an ordinary resolution of the Body Corporate in the presence of:

(Signature 1)

**Robert Kern (chairperson)**

(Print name & designation)

(Signature 2)

(Print name & designation)

**16-10-2023**

(Date)



EXECUTED by its duly authorised representative on behalf of: **Stewart Silver King and Burns (Brisbane) Pty Ltd ABN 49 078 545 329**

(Signature 1)

**BRADLEY JONES GM**

(Print name & designation)

(Signature 2)

(Print name & designation)

(Date)

- 2.6 Services requested outside of the items listed in clause 3 will attract a fee for service including communications and disbursements associated with extra fee for service activity. Examples of fee for service items and the fee for service rates and disbursements are as displayed on the SSKB website at <https://www.sskb.com.au/committee-and-owner-resources/>

## 3 The Agreed Services

### Annual General Meeting

SSKB will:

- 3.1 Prepare statutory motions required for the Annual General Meeting agenda (AGM).
- 3.2 Distribute the notice for the Annual General Meeting, the agenda, voting paper and attachments relating to the statutory motions and the SSKB Agreement.
- 3.3 Distribute annual financial statements and audit reports.
- 3.4 Attend the Annual General Meeting for two hours, provided the meeting is held between 8:30am and 5:00 pm on a business day.
- 3.5 Advise on routine meeting procedures.
- 3.6 Provide the SSKB office as the venue for holding the AGM.
- 3.7 Attend to one revision of the Minutes of the AGM.
- 3.8 Record and distribute the Minutes of the Annual General Meeting.
- 3.9 Hold meetings via "Zoom" and "Teams".

### Committee Meetings

SSKB will:

- 3.10 Prepare and distribute the notice for up to 4 Committee Meetings per year for the duration of this agreement.
- 3.11 Attend up to 4 Committee Meetings per year for the duration of this Agreement for 2 hours each, provided the meeting is held between 8:30am and 5:00pm on a business day.
- 3.12 Advise on routine meeting procedure.
- 3.13 Provide the SSKB office as a venue for the Committee Meeting.
- 3.14 At meetings provide the Committee with information on standard body corporate industry matters.
- 3.15 Attend to one revision of the minutes of each meeting.

- 3.16 Record and distribute the minutes of up to 4 Committee Meetings per year for the duration of this agreement.
- 3.17 Hold meetings via "Zoom" and "Teams".

### Financial Matters

SSKB will:

- 3.18 Open, maintain and operate one bank account.
- 3.19 Receipt funds to and reconcile the Body Corporate bank account using the software nominated by SSKB.
- 3.20 Through the use of the Invoice Hub Payment Portal, or on the software nominated by SSKB, process and pay invoices received by the Body Corporate, provided those invoices have been approved by the Body Corporate's nominated authoriser/s.
- 3.21 Issue the levy notices for Owners' fees up to four times per year.
- 3.22 Receipt and reconcile fees paid by Owners.
- 3.23 Prepare for the purposes of discussion and approval by the Committee a Draft Budget each financial year.
- 3.24 Prepare accrued accounts at the end of the Body Corporate financial year.
- 3.25 Pay approved insurance premiums from the Body Corporate funds.
- 3.26 Maintain a list of unpaid Owners' levies.

### Records

SSKB will:

- 3.27 Keep a list of the names and addresses provided by Owners including email addresses.
- 3.28 Make the records of the Body Corporate available for inspection.
- 3.29 Where provided by the Body Corporate, keep the documents of the Body Corporate, but not the archive records.
- 3.30 Keep and update the registers as required by *The BCCM Act* and Regulations.
- 3.31 Keep custody of the common seal.
- 3.32 Manage the Body Corporate data on software nominated by SSKB.

### Administrative

SSKB will:

- 3.33 Manage insurance claims where the insurance is placed through SSKB's nominated broker.

- 3.34 Receive correspondence on behalf of the Body Corporate.
- 3.35 Arrange for the appointment of a Returning Officer for a general meeting.
- 3.36 Provide a Client Solutions centre for general enquiries and support.
- 3.37 Be appointed the Public Officer (for the purposes of signing statutory documents as instructed by the committee).
- 3.38 Provide minutes and documents on the Body Corporate Portal on software nominated by SSKB and generally manage the site on behalf of the Body Corporate.
- 3.39 Portal establishment and upload of standard Body Corporate records.

## SSKB App

- 3.40 Access to and use of the "SSKB App".

## 4 Procedural Matters

- 4.1 SSKB holds professional indemnity insurance of \$5,000,000.
- 4.2 SSKB may keep the Body Corporate records in either paper, photographic or electronic form.
- 4.3 To the extent necessary, SSKB and its delegates are granted "Authorised Powers", which are the same powers as the executive members of the Committee under the *Body Corporate and Community Management Act* (S119(2)). This authorisation does not make SSKB responsible for performing the statutory functions of the Body Corporate and it does not relieve the Body Corporate nor the Body Corporate Committee of their statutory functions and responsibilities.
- 4.4 SSKB is authorised to chair a reconvened general meeting if the SSKB representative is the only person present for the purpose of forming a quorum.
- 4.5 SSKB is authorised to administer funds controlled by the Body Corporate, and is entitled to select the financial institution which holds the bank account for the Body Corporate.
- 4.6 SSKB is entitled to select industry specific software for operating the Body Corporate records and financial administration and the Body Corporate will pay the costs charged by the supplier of this software.
- 4.7 The Body Corporate authorises SSKB to obtain quotations for insurance coverage for the Body Corporate, to place insurance as the Body Corporate

directs, and to pay the premiums out of the Body Corporate funds. The Body Corporate acknowledges that SSKB does not provide advice about insurance. The Body Corporate maintains its responsibility for selecting its own policy and ensuring it is adequate.

- 4.8 SSKB is entitled to retain fees received for provision of search services, disclosure statements, information certificates and records supplied to owners and for any other services delivered to owners in their individual capacity.

- 4.9 The Body Corporate will provide instructions to SSKB through the Chairperson, or from time to time, a person nominated by the Body Corporate. SSKB should be advised in writing by the Body Corporate of alternative nominees.

- 4.10 This Agreement, in accordance with the Act and Module, may be transferred by the Manager following approval of the Body Corporate Committee (unless it is a restricted issue for the Committee).

- 4.11 Termination. Both the Body Corporate and SSKB have rights of Termination of this Agreement as set out in the *Body Corporate and Community Management Act*. Additionally, if there is a material breach of this Agreement and SSKB or the Body Corporate fail to remedy the breach within 28 days of a written notice providing the particulars of the breach, the Agreement may be terminated.

SSKB may, without prejudice to any other rights it may have, terminate this Agreement within the term if the Body Corporate fails to pay the Manager any amount owing to it under the Agreement. If the failure continues for a period of 14 days after notice of the failure is given to the Body Corporate by the Manager, then the Manager may terminate the Agreement by giving 28 days written notice to the Body Corporate. The Body Corporate will reimburse the Manager for the Manager's costs of recovering that amount from the Body Corporate, including any legal costs on an indemnity basis.

Additionally, SSKB may elect to end this Agreement by providing the Body Corporate 30 days notice of its intention to terminate.

- 4.12 Upon the expiry or earlier termination of the Agreement by either party, SSKB's Hand Over Procedure will apply to handing over the Body Corporate records. The Manager must deliver to the Body Corporate its seal and records within 14 days after the expiry or termination in accordance with the Act and Module. The SSKB Handover Process is located on the SSKB website [SSKB Website Policies](#)



The Body Corporate authorises SSKB to deduct from the Body Corporate funds any outstanding fees and charges whatsoever prior to completing the hand over of the records.

- 4.13 The Body Corporate will indemnify SSKB if it incurs expense, is held liable for any damages or costs, or is a party to any litigation, arising during the proper performance of this Agreement.
- 4.14 Any notice given pursuant to this agreement shall be given or served in the same manner as is provided for in the *Property Law Act (Qld) 1974*.
- 4.15 If anything in this Agreement is unenforceable, illegal or void then it is severed for the rest of the agreement and the balance of the terms in the Agreement remain in force unless their basic purpose would be defeated by the severance of the offending term.
- 4.16 The Body Corporate acknowledges that this Agreement does not relate to property maintenance and that SSKB is not required under this Agreement to carry out any property maintenance services for the Body Corporate.
- 4.17 SSKB does not provide management services for the purposes of the Fire Rescue Safety Act (FRSA) and it is recommended that the Body Corporate seeks advice about fire issues on a regular basis to avoid non-compliance.

## 5 Commissions and Disclosure of Associates Required under the Body Corporate and Community Management Act

- 5.1 During the Agreement SSKB may receive commissions, dividends and revenue from the parties listed in the table below.
- 5.2 SSKB may, if it places the insurance, share in any brokerage fee payable to the Broker. Any commission paid is not charged in addition to the premium.

| Associated Insurance Brokers                         |                              |
|--|------------------------------|
| Providers of Insurance Advice and Brokerage Services |                              |
| Aviso EIA Insurance Brokers                          | ACN 097 567 710              |
| Joe Vella Insurance Brokers                          | ACN 074 970 540              |
| Whitbread Insurance Brokers                          | ACN 005 490 228              |
| Honan Insurance Group                                | ACN 005 372 396 AFSL 246 749 |
| Collective Insurance Brokers Pty Ltd                 | ACN 625 475 434              |

- 5.3 SSKB is, at the commencement of this Agreement, associated with the parties listed in the table below:

| Name of Company   |
|---|
| Stewart Silver King and Burns Pty Ltd<br>ACN 138 492 556 Ultimate holding Company |

|   |
|---|
| SSKB Holdings Pty Ltd ACN 100 073 872<br>Subsidiary company of Stewart Silver King and Burns Pty Ltd and shareholder of the subsidiary companies nominated below: |
| <b>Subsidiary Companies of SSKB Holdings Pty Ltd:</b>   |
| Stewart Silver King and Burns (Brisbane) Pty Ltd<br>ACN 078 545 329   |
| Stewart Silver King and Burns (Gold Coast) Pty Ltd<br>ACN 069 399 864   |
| Stewart Silver King and Burns (Sunshine Coast) Pty Ltd<br>ACN 010 953 054   |
| Stewart Silver King and Burns (NSW) Pty Ltd<br>ACN 098 060 952  |
| Stewart Silver King and Burns (Victoria) Pty Ltd<br>ACN 114 836 172   |
| SSKB Body Corporate Management Pty Ltd<br>ACN 100 137 862   |
| SSKB Strata Consulting Pty Ltd<br>ACN 076 320 413   |
| SSKB Tax Compliance Pty Ltd<br>ACN 118 610 736  |
| Strata Tax Compliance Pty Ltd<br>ACN 118 610 736  |
| Symland Pty Ltd ACN 054 260 383 trading as<br>Star Building Management Pty Ltd<br>ACN 054 260 383   |
| SSKB Financial Services Pty Ltd Subsidiary of SSKB Holdings and shareholder<br>in the Chevron Island franchise of the Bendigo Bank                                |

## 6 Special Conditions

6.1

# Notes to the SSKB Administration Agreement

## Application of Mechanism for CPI Increase

Where the term is greater than one (1) year, on the anniversary of the Agreement the fees in the Agreement will increase by 5% or CPI (All Groups Brisbane) whichever is the greater. If CPI is negative, fees will remain the same as the prior year. The formula for calculating the review will be as follows:

The CPI Index increase mechanism is calculated using the following formula:

$$\frac{A \times B}{C}$$

Where: A is the fee payable for the year immediately prior to the Review Date;

B is the CPI Index determined for the quarter ending immediately prior to the Review Date;

C is the CPI Index determined for the quarter ending immediately prior to commencement of the year last concluded.

## Insurance

The Body Corporate specifically authorises SSKB to obtain quotations for insurance cover for the scheme as required under the Regulation Module, including any other policies that may be specified by the Body Corporate. The Body Corporate also authorise the Manager to pay insurance premiums from the Body Corporate funds.

Where the Body Corporate has not placed the insurance through SSKB's nominated broker, insurance management and processing (including claims) will be carried out as a Fee for Service.

An interactive insurance claim form and information on submitting claims is available on the SSKB website: <https://www.sskb.com.au/committee-and-owner-resources/> - go to the Insurance tab.

## Fee for Service

The following items are services not included in the base fees, but they may be services required from time to time by the Body Corporate and if performed they will be provided at the rates specified below. Where there is no rate specified then the charge will be calculated at the hourly rates, which are also set out below. All rates exclude GST.

## Examples of Fee for Service

### Meetings

- Anything to do with extraordinary general meetings, committee meetings and vote outside committee meetings that are in addition to the agreed number of committee meetings
- Including more than the statutory motions and attachments, excluding the SSKB Agreement in the annual general meeting notice. Each additional page would be subject to per page charges and the meeting notice would be subject to additional Communications and Disbursements charges
- Prepare and review non-statutory motions, including secret/open ballots and secret motions plus Communication and Disbursement charges
- Attending meetings that exceed the agreed duration in the Agreement (which is generally 2 hours)
- Anything to do with transfer of management rights
- Anything to do with any committee meetings over and above the agreed number of meetings
- Attending meetings or any other services required outside of business hours (8:30 am–5:00pm)
- Attending reconvened meetings

### Financial

- Preparation of Business Activity Statements/Income Activity Statements
- Preparation of Audit Packs and resolution of audit queries
- Annual reconciliation of payroll, superannuation and employee expenses for Body Corporate employees
- Annual CPI Calculation of Building Manager Fees
- Preparation of additional accrued accounts
- Bulk utility accruals
- Government Tax Audits
- Investment of funds on Committee instructions
- Invoice Hub - approval of invoices for payment and coding of invoices where a Committee member does not undertake this task on the Invoice Hub Portal

and/or where SSKB has been authorised to undertake this task

- Recoding and on-charging of expenses including on charging to non-Owners
- Body Corporate set up fees including TFN/ABN/GST Public Officer registration
- Opening and closing bank accounts including travel to bank branches
- Distribute levy notices, other than the nominated agreed number of notices (e.g. utility on-charging and special levy notices)
- Preparation of cash flow reports
- Preparation and issue of advice to Owners re non-mutual income where applicable

## Secretarial and Administrative

- International postage where an Owner has not supplied an Australian address for Body Corporate mail
- Any time any service is required by the Body Corporate to be completed outside of business hours (8:30-5:00pm Monday to Friday)
- Dealing with individual Owners on Body Corporate matters other than by the Clients Solutions Team
- Responding to correspondence and Owners motions
- Archiving, storage, retrieval and destruction of records
- Lodgement of documents with any Government or Statutory Authority such as the Dept. of Natural Resources and Commissioner for Body Corporate
- Liaison with lawyers, other professionals or Government departments
- Liaison with independent contractors and obtaining reports/quotations
- Repairs and maintenance co-ordination
- Anything to do with Building Management Statements (BMS) and Architectural Review Committees (ARC)
- Call for nominations for the positions of executive and ordinary members of the Committee and call for submission of motions for the annual general meeting
- Any matter related to the collecting of unpaid contributions and second debtor accounts
- Managing levy payment plans
- Managing new Owner details and forwarding new Owner information
- Managing Owner information where the Owner has not provided current contact details

- Assisting the Body Corporate in the application of the by-laws
- Insurance renewals, management of premium funding and claim processing if business placed outside SSKB's nominated broker
- Attending to Workers Compensation returns, Register of Plant renewals and distribution of Land Valuation notices as directed
- Travel to and from meetings
- Re-subdivisions/lot entitlement changes, including system update and consultancy

## Portal Documentation

- Upload of additional documentation on request and creation of custom pages on the Portal

## Additional Services

- Part 5 Appointments by separate Agreement

### Note:

- Other unspecified items or duties SSKB are requested to perform from time to time at the cost nominated by SSKB

| Secretarial and Financial  |  | Hourly Rate |
|--|--|-------------|
| Consultants per hour   |  | \$250       |
| Community Managers (CM) per hour   |  | \$250       |
| Assistant Community Manager (ACM) per hour                                 |  | \$150       |
| Accountant per hour  |  | \$200       |
| Assistant Accountant per hour  |  | \$150       |
| Administrative Staff per hour  |  | \$95        |
| Arrears Staff per hour   |  | \$150       |
| Local travel for meetings plus disbursement fees                           |  | \$60        |
| Financial Services   |  |             |
| Audit Pack Preparation fee (the greater of)                                | \$10 per lot or \$500                    |             |
| Quarterly Business Activity Statements (BAS)                               | \$300 return                             |             |
| Instalment Activity Statement Returns                                      | \$150 return                             |             |
| Annual CPI Calculation/Caretaker Remuneration                              | Accountant Hourly Rate                   |             |
| Additional accrued periodic financial statements                           | \$400 per report                         |             |
| Cash Flow Reports  | Accountant Hourly Rate                   |             |
| Attending to Payroll Processing  | \$15 per employee per period             |             |
| Issuing notices and attending to queries re second debtor non-payments.    | \$30 1 <sup>st</sup> Notice<br>\$180 LOD |             |
| On-Charging  |  |             |
| Recharges including on-charging to lot owners and related bodies corporate | \$15 notice                              |             |
| Body Corporate Set Up  |  |             |
| New Schemes  | \$500–\$1,000                            |             |
| Existing Schemes   | A minimum of \$450 or by negotiation     |             |
| Re-subdivisions/lot entitlement changes system update and consultancy      | Asst. Acct. Consultant/ hourly rate      |             |
| Changing Banks operating account (opening and closing accounts)            | \$100                                    |             |
| Administrative   |  |             |
| Nomination Fee incl. Comms & Disb charges                                  | \$3.90 notice                            |             |
| Change of ownership (welcome packs) incl Comms & Disb fees                 | \$15 each                                |             |
| Attend to Workers Comp Returns & Register of Plant Annual Returns          | \$60 per return                          |             |
| Attend reconvened meetings   | \$100 per meeting                        |             |
| General Meeting Electronic Voting  | \$50 per meeting                         |             |
| Arrears Management (on-charged to the owner)                               |  |             |
| Preparation and issue of Reminder Notice                                   | \$30 notice                              |             |
| Preparation and issue of Overdue Notice                                    | \$60 notice                              |             |
| Preparation and issue of Letter of Demand (plus out of pocket expenses)    | \$180 letter                             |             |
| Standard search fee RP Data  | \$35                                     |             |
| Additional Lot Ledger Account Statements                                   | \$10                                     |             |
| Setting up payment plans per Lot   | \$35 per month                           |             |
| Monitoring of payment plans  | Arrears hourly rate                      |             |

| Requests by Owners (on-charged to the owner)                          |                         |
|---|-------------------------|
| On request Owner's Statement  | \$30 statement          |
| Restore Notices for tax purposes                                      | \$30 per financial year |
| On request copies of records. (No cost via the Owners' Portal)        | BCCM website fees       |
| Insurance Certificate of Currency                                     | \$27.27                 |
| Application for Discount (processing approved Committee applications) | \$50                    |
| Dishonoured cheque (bank & admin fees)                                | \$35                    |
| Refund of overpayments  | \$31.80                 |
| Re-allocation of payments between schemes                             | \$31.80                 |

| Communication & Disbursements    |                              |
|----------------------------------|------------------------------|
| Telephone calls (in and out)     | Included in Agreed Services  |
| EFT Remittance Transmission      | \$1.20 ea                    |
| Cheques incl envelope & postage  | \$2.30 ea                    |
| SMS                              | \$30 set up + \$0.15 per SMS |
| A4 Print B&W/Print Colour        | \$0.50/\$0.80 ea             |
| A3 Print B&W/Print Colour        | \$0.80/\$1.80 ea             |
| A4 Electronic Image              | \$0.40 ea                    |
| Domestic & International Postage | AusPost charges + 30%        |
| Special Levy/Additional Levy     | \$0.80 per levy plus         |
| Issue and Receipting             | Comms/Disb fees              |
| Teleconferencing for Meetings    | Cost + 30%                   |

| Envelopes Incl Labels   |           |
|---|-----------|
| Envelopes Small   | \$0.50 ea |
| Envelopes Large   | \$0.70 ea |
| Communication Fee   | \$1.00 ea |
| Secret/Open Ballot/Secret Motion incl coloured print/coloured paper | \$2.50 ea |
| Returning Officer Envelope  | \$2.50 ea |

| Electronic & Physical Storage                                      |                            | Archiving Fees                        |
|--|----------------------------|---------------------------------------|
| Storage per week per box/100MB                                     |                            | \$6.20 per week                       |
|  |                            | 50c per week per additional box/100MB |
| Retrieve or refile to/from storage                                 | \$11.50 box + courier fees |                                       |
| Storage facility fee to permanently remove a box from the facility | \$4.70 per box to remove   |                                       |

|                                 |                   |
|---------------------------------|-------------------|
| Archive work (destruction/sort) | Admin Hourly Rate |
|---------------------------------|-------------------|

| Recovered Sundry Costs which include but are not limited to: |                         |
|--|-------------------------|
| E.g. Catering, couriers, stationery                          | Cost + 30%              |
| Non-Local Travel & Meetings:                                 | Provider Cost + 30%     |
|  | ATO Car Rates + 30% and |
|  | Airfares at cost + 15%  |

| Other  |   | Excl GST |
|--|---|----------|
| Tax Return Fee                                   | \$400 for schemes up to and including 99 lots |          |
|  | \$500 for schemes with 100 lots or more       |          |
| Software Licence Fee                             | As per Service Provider                       |          |
| Upload of additional Portal documents on request | Administrative Hourly Rate                    |          |

**Note:** For other unspecified items or duties as performed from time to time by SSKB, the fees for service applicable will be as listed on the SSKB website at the time the service is rendered.

# **MANAGEMENT ENGAGEMENT & LETTING AUTHORISATION AGREEMENT**

(follows this page)



**443**  
QUEEN<sup>ST</sup>

**Management Engagement & Letting  
Authorisation Agreement**

**Body Corporate for 443 Queen Street Community Titles  
Scheme no. 56097**

and

**CBUS Property Brisbane Pty Ltd**

Ref JW: 574333

Doc ID 366450553/v1

Level 19, 480 Queen Street, Brisbane QLD 4000 Australia  
GPO Box 2033, Brisbane QLD 4001 Australia

Telephone +61 7 3169 4700  
Facsimile 1300 368 717 (Australia) +61 2 8507 6581 (International)  
hwlebsworth.com.au

## Management Engagement & Letting Authorisation Agreement

Date

16/10/2023

Parties

**Body Corporate for 443 Queen Street Community Titles Scheme no. 56097**

of Level 3, 270 Adelaide Street, Brisbane QLD 4000

(Body Corporate)

**CBUS Property Brisbane Pty Ltd ACN 169 683 292**

of Level 33 71 Eagle Street, Brisbane QLD 4000

(Manager)

Recitals

- A. The Act:
- (a) places on the Body Corporate a responsibility to manage and maintain the Common Property; and
  - (b) enables the Body Corporate to authorise a party to conduct a Letting Agent's Business.
- B. The Body Corporate has resolved to:
- (a) engage the Manager to perform various management, maintenance and other services; and
  - (b) authorise the Manager to conduct a Letting Agent's Business for the Scheme.
- C. The Manager has agreed to accept the engagement and authorisation.

The parties agree, in consideration of, among other things, the mutual promises contained in this agreement as follows:

## 1. Dictionary

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The following words and expressions have the following meanings:

|                                 |   |
|---------------------------------|---|
| <b>Act</b>                      | means the <i>Body Corporate and Community Management Act 1997</i> .   |
| <b>Agreement</b>                | means this agreement and any schedule or annexures of it.   |
| <b>Alternate Manager</b>        | means the alternate manager appointed under clause 7.   |
| <b>By laws</b>                  | means the by laws for the Scheme.   |
| <b>Building</b>                 | means any building(s) contained within the Scheme.  |
| <b>Business Day</b>             | means any week day which is not a public holiday in Brisbane.   |
| <b>CMS</b>                      | means Community Management Statement of the Scheme.   |
| <b>Committee</b>                | means the committee of the Body Corporate constituted under the Act.  |
| <b>Common Property</b>          | means the common property of the Scheme from time to time.  |
| <b>Duties</b>                   | means the general duties and specific duties set out in the Schedule 2.   |
| <b>End Date</b>                 | means <b>31 October 2048</b> .  |
| <b>GST</b>                      | means goods and services tax.   |
| <b>GST Act</b>                  | means <i>A New Tax System (Goods and Services Tax) Act 1999</i> .   |
| <b>Letting Agent's Business</b> | means the business: <ol style="list-style-type: none"> <li>(a) of acting as the agent of Owners who choose to use the Manager's services for securing, negotiating or enforcing (including collection of rents or tariffs for) leases or other occupancy of lots included in the Scheme; and</li> <li>(b) any ancillary businesses or activities as contemplated by section 16(4) of the Act as determined by the Manager at its discretion.</li> </ol> |
| <b>Original Owner</b>           | means CBUS PROPERTY BRISBANE PTY LTD ACN 169 683 292.   |
| <b>Owners</b>                   | means the owners of lots included in the Scheme.  |
| <b>Regulation Module</b>        | means the regulation module under the Act which applies to the Scheme.  |

|                        |  |
|------------------------|--|
| <b>Related Persons</b> | means: <ul style="list-style-type: none"> <li>(a) in respect of a company, the company's directors and principal shareholders; and</li> <li>(b) in respect of a partnership, the partners of the partnership.</li> </ul> |
| <b>Remuneration</b>    | means the remuneration set out in the Schedule 1.  |
| <b>RG 140</b>          | means ASIC Regulatory Guide 140 issued 13 November 2000 about Serviced Strata Schemes, as amended from time to time and any ASIC Regulatory Guide that replaces or augments it.  |
| <b>Representative</b>  | means the person appointed by the Body Corporate under the clause titled 'Body Corporate Representative'.  |
| <b>Scheme</b>          | means 443 Queen Street Community Titles Scheme No. <del>443</del><br><b>NUMBER</b> <b>56097</b>  |
| <b>Start Date</b>      | means <b>1 November 2023</b> .   |
| <b>Term</b>            | means the 25 year period starting on the Start Date and ending on the End Date.  |

## 2. Interpretation

2.1 In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) singular includes plural and vice versa;
- (c) any gender includes every gender;
- (d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) clause means a clause of this Agreement;
- (f) month means calendar month;
- (g) **including** and similar expressions are not words of limitation;
- (h) in any combination or list of options, the use of the word **or** is not used as a word of limitation;
- (i) a reference to a person, company, trust, partnership, unincorporated body or other entity includes any of them;
- (j) a reference to a party includes their successors, substitutes, transferees or assigns;
- (k) an agreement, representation, warranty or promise on the part of 2 or more persons binds each and all of them;

- (l) an agreement, representation, warranty or promise in favour of 2 or more persons is for the benefit of each and all of them;
  - (m) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re enactments or replacements of it;
  - (n) a reference to a clause, part, item, chapter, division, etc in a statute, code, regulation, ordinance or other law includes a reference to the renumbered, consolidated, amended, re-enacted or replacement version of it;
  - (o) if any date falls on a Saturday, Sunday, or public holiday or bank holiday in the place where an act is to be performed or a payment is to be made then the date will be the week day next following such date;
  - (p) a reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form; and
  - (q) unless stated otherwise, one provision does not limit the effect of another.
- 2.2 No rule of construction will apply to a provision of this Agreement to the disadvantage of a party merely because that party put forward the provision or would otherwise benefit from it.

### 3. Engagement & authorisation

---

- 3.1 The Body Corporate, for the period of the Term, from the Start Date to the End Date:
- (a) engages the Manager to perform the Duties; and
  - (b) authorises the Manager to conduct a Letting Agent's Business.
- 3.2 The Manager accepts the engagement and authorisation contained in clause 3.1 and agrees that it will perform the Duties.
- 3.3 The Manager may, but is not required to, conduct the Letting Agent's Business during the Term.
- 3.4 The parties agree that this Agreement is a combined engagement and authorisation for the purposes of Section 117 of the Act.
- 3.5 If the Manager holds the necessary licences to do so, the Body Corporate also authorises the Manager to provide services for the sale of lots in the Scheme and the sale and letting of lots outside the Scheme.
- 3.6 The Manager may, but is not required to, use any lot in the Scheme in carrying out the Duties and conducting any Letting Agent's Business.

### 4. No serviced apartment operation

---

- 4.1 The Manager must not conduct a serviced apartment operation for the Scheme for the purposes of RG 140.



- 4.2 The Manager represents to the Body Corporate that:
- (a) the Manager will not conduct a serviced apartment operation for the Scheme;
  - (b) the Manager accepts that Owners are not obliged to make their lots available to the Manager for the purposes of the Letting Agent's Business;
  - (c) if an Owner elects to use the letting services of the Manager, the lot will not be made available for letting on an overnight or short term basis and that any letting must be for a period of at least 90 days;
  - (d) there will be no agreement, arrangement, obligation or understanding between the Manager and any Owner that their lot will be let on a rotational or other basis, it being accepted that a prospective tenant will have the right to select a particular lot for letting and may have a preference for a particular lot;
  - (e) in carrying out the Letting Agent's Business, there will be no fixed, indexed or guaranteed return payable and there will be no pooling of rental income between lots, it being accepted that the return to Owners will simply be the rent that is able to be secured from the prospective tenant for a particular lot, which will depend upon, amongst other things, the market forces of supply and demand; and
  - (f) any letting agreement entered into between an Owner and the Manager will be able to be terminated by the Owner on not more than 90 days' notice.

## 5. Remuneration

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- 5.1 For the performance by the Manager of the Duties, the Body Corporate must pay to the Manager (or a party nominated by the Manager) the Remuneration in the manner set out in the Schedule 1.
- 5.2 The Manager is not paid any amount by the Body Corporate for conducting any Letting Agent's Business.

## 6. GST

---

If the performance of the Duties is a taxable supply under the GST Act:

- (a) the Body Corporate must pay to the Manager, in addition to the Remuneration, a further amount equal to the GST prevailing at the time of payment providing the Body Corporate has received the relevant compliant tax invoice; and
- (b) the Manager must give to the Body Corporate a compliant tax invoice in respect of each payment of the Remuneration.

## 7. Staff & Alternate Manager

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- 7.1 The Duties must be performed, and the Letting Agent's Business may be conducted, by:
- (a) if a natural person, the Manager personally or under the supervision of the Manager by its agents or staff and the Manager must ensure that it is adequately as reasonably required to perform the Duties and, if relevant, conduct the Letting Agent's Business; or
  - (b) if the Manager is a company, by such number of officers, staff or agents as are reasonably required to perform the Duties and, if relevant, conduct the Letting Agent's Business.
- 7.2 The Manager may, at any time, by written notice to the Body Corporate, nominate another party to act as Manager under this Agreement (**Alternate Manager**). The Alternate Manager must be of good character and capable of performing the Duties and conducting the Letting Agent's Business. An Alternate Manager can only be appointed for a total period of 3 months in any given 12 month period.
- 7.3 At all times, the Manager is responsible for
- (a) all remuneration payable to any Alternate Manager; and
  - (b) ensuring that the Alternate Manager performs the Duties.
- 7.4 The Manager must appoint one person on behalf of the Manager to receive instruction from and communicate with the Body Corporate.
- 7.5 The Manager may subcontract the performance of the Duties and the conduct of a Letting Agent's Business. If this happens, the sub-contractor may deal directly with the Body Corporate in respect of matters arising out of this Agreement.

## 8. Specialist nature work

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- 8.1 The Manager's performance of the Duties does not extend to work of a specialist nature.
- 8.2 The Manager must arrange and supervise contracts between the Body Corporate and independent contractors for all work of a specialist nature including:
- (a) specialist repairs and maintenance of the Common Property;
  - (b) cleaning of external windows or parts of the Scheme not easily accessed; and
  - (c) maintenance of landscaping and gardens.
- 8.3 Contracts for work of a specialist nature with independent contractors must not be entered into without the prior written approval of the Body Corporate, which approval must not be unreasonably withheld.

## 9. Expenses

---

- 9.1 The Manager is not authorised to pledge the credit of the Body Corporate or contract on its behalf. The Body Corporate:
- (a) may give the Manager a cash float that can be used to the extent authorised by the Body Corporate;
  - (b) may authorise the Manager to incur costs on behalf of the Body Corporate, in which case the Body Corporate must pay the costs validly incurred; and
  - (c) must as soon as practicable reimburse the Manager for authorised costs paid by the Manager on behalf of the Body Corporate.
- 9.2 If there is an emergency, the Manager may:
- (a) purchase materials and equipment required to deal with the emergency; and
  - (b) arrange for contractors to do works needed to deal with the emergency,
- to the amount previously authorised by the Body Corporate.
- 9.3 For sub-clause 2, emergency means anything reasonably likely to:
- (a) cause substantial damage the Common Property or property in the Scheme; or
  - (b) endanger the health or safety of people in the Scheme,
- before the Body Corporate will be able to decide what to do to minimise the damage or danger.

## 10. Manager's representations

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- 10.1 The Manager represents to the Body Corporate that the Manager will:
- (a) at its own expense, in the performance of the Duties and any conduct of the Letting Agent's Business duly and punctually comply with:
    - (i) all relevant laws and regulations;
    - (ii) the provisions of all requirements of any lawful authority about ; and
    - (iii) the provisions of the By-laws and any other rules of the Body Corporate;
  - (b) not do anything to affect the premiums, discounts or coverage under the policies of insurance effected in respect of the Scheme;
  - (c) not display on the Common Property any sign unless it has first been approved in writing by the Body Corporate, such approval not be unreasonably withheld (however, approval is not required for reasonable signage which relate to the performance of the Duties or the conduct of any Letting Agent's Business, provided the signs are in keeping with the style and quality of the Scheme);

- (d) keep any office or reception desk in a clean and tidy condition; and
- (e) not engage in activities, perform the Duties or conduct any Letting Agent's Business in a manner which is an undue or unreasonable annoyance or disturbance to the occupiers of the Scheme.

## 11. Insurances

---

The Manager must keep insured the Manager's activities with an insurance company, approved by the Body Corporate, acting reasonably, against public risk liability for not less than \$10 million per event. The policy may be part of a group policy of which the Manager is a member.

## 12. Body corporate representative

---

- 12.1 The Body Corporate must appoint one person to give instructions to and to communicate with the Manager on behalf of the Body Corporate. If no person is appointed, the chairperson of the Body Corporate is taken to be the Representative.
- 12.2 The Manager must confer fully and freely with the Representative regarding the performance of the Duties and the conduct of any Letting Agent's Business.
- 12.3 If the Representative requests, the Manager must attend meetings of the Committee and members of the Body Corporate. The Manager is entitled to be heard on any relevant question or matter raised at any meeting.

## 13. Plans

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The Body Corporate must give the Manager one set of plans of the Scheme to assist the Manager to perform the Duties. The plans remain the property of the Body Corporate. The plans must be returned to the Body Corporate upon termination of this Agreement.

## 14. Equipment & cleaning consumables

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- 14.1 The Manager must, at the Manager's cost, provide all tools and equipment (including all cleaning and rubbish removal equipment) required to carry out the Duties. This equipment remains the property of the Manager.
- 14.2 The pool cleaning equipment for skimming the surface of the pool will be provided by the Body Corporate. This equipment remains the property of the Body Corporate.
- 14.3 All consumables used by the Manager in carrying out the Duties (for example cleaning fluids and replacement lights) must be provided by the Body Corporate.

## 15. Transfer

---

- 15.1 The Manager may only transfer its interest in this Agreement in accordance with the provisions of the Act and the Regulation Module.
- 15.2 If the proposed transferee is a company and, if required by the Body Corporate, the directors of that company must guarantee the performance of the transferee under this Agreement.
- 15.3 If the Manager is a company and there is any alteration to the board of directors or share capital of the Manager, or other event which in the reasonable opinion of the Body Corporate alters the effective control of the Manager, such change of control of the Manager is deemed to be a transfer of this Agreement and the provisions of the Act and the Regulation Module will apply.
- 15.4 The provisions of sub-clauses 2 and 3 do not apply if:
  - (a) the transferee or the Manager respectively is in any way related to or associated with the Original Owner; or
  - (b) the transferee is a company which is listed on any stock exchange or is a subsidiary of a parent company which is listed on any stock exchange.
- 15.5 At the election of the Body Corporate, any documentation to be prepared in respect of a transfer will be prepared by the solicitors for the Body Corporate and must contain such terms, covenants and conditions as are ordinarily included for such transfers (having regard to the provisions of this clause).
- 15.6 If the Manager transfers its interest in accordance with this Agreement, the Body Corporate must release the Manager and any guarantors from any breaches of this Agreement which occur after the date of transfer.
- 15.7 The Manager must pay the reasonable costs of the Body Corporate arising out of any transfer.

## 16. Dispute resolution

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The dispute resolution provisions of the Act apply to this Agreement.

## 17. Termination

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- 17.1 The Body Corporate may, following resolution of the Body Corporate at general meeting, terminate this Agreement by giving the Manager a notice in writing if the Manager or a Related Person to the Manager:
  - (a) assigns or attempts to assign the benefit of this Agreement in breach of this Agreement; or
  - (b) persistently neglects or fails to perform its obligations under this Agreement for a 30 day period after notice is given to the Manager that the Body Corporate (acting reasonably) considers that the Manager has not adequately performed



its obligations, which notice must provide reasonable particulars of the obligations which the Manager has neglected or failed to perform.

## 18. Notices

---

- 18.1 Notices under this Agreement must be in writing and must be signed by or on behalf of a party.
- 18.2 Notices given by a party's solicitor will be treated as given with that party's authority.
- 18.3 Notices are considered to be signed if affixed with a manuscript mark, signature or initials or a typed name of a person, firm or company whether conveyed electronically, digitally or otherwise.
- 18.4 Notices are effectively given if:
- (a) delivered or posted to the address of the other party or its solicitors;
  - (b) sent to the facsimile number other party or its solicitors;
  - (c) sent by electronic facsimile or similar method to the facsimile number of the other party or its solicitors;
  - (d) sent by email or other digital means to the relevant email or other digital address of the other party or its solicitors,
- which particulars be notified and updated by each party to the other from time to time.
- 18.5 Posted notices will be treated as given 3 Business Days after posting.
- 18.6 Notices sent by facsimile including electronic facsimile or similar method will be treated as given when the sender obtains a clear transmission report or other confirmation of delivery.
- 18.7 Notices sent by email are taken to be given 1 hour after they are sent, unless the sender receives notification that the email failed to be delivered to the recipient. If asked by the sender of an email to confirm receipt, the recipient must confirm receipt within a reasonable period of request.
- 18.8 For the purposes of Section 11 and 12 of the *Electronic Transactions Act 2001 (Qld)* and the *Electronic Transactions Act 1999 (Cth)*, the parties consent to notices and any other information being given by electronic communication.

## 19. Severance

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- 19.1 The parties agree that it is not intended:-
- (a) to engage the Manager as a body corporate manager; or
  - (b) to delegate to the Manager any of the powers of the Body Corporate, the Committee, or of an executive member of the Committee; or

- (c) to have the Manager perform duties under this Agreement which the Body Corporate has no power to pay the Manager to perform,

and that it is the parties intention that the Remuneration is payable for the performance of duties which do not constitute such an engagement, and do not involve such delegation, and are not duties which the Body Corporate has no power to pay the Manager to perform.

- 19.2 If any person, court, or tribunal, having jurisdiction in the matter finds that any provision of this Agreement:-

- (a) constitutes an engagement of the Manager as a body corporate manager; or
- (b) includes the delegation of any power referred to in sub- clause1; or
- (c) involves the performance of a duty which the Body Corporate has no power to pay the Manager to perform,

then such provision shall be severed or read down to avoid any such engagement, delegation, or lack of power without any reduction in the Remuneration. Otherwise all rights duties or obligations given or imposed by virtue of this Agreement are so given or imposed to the extent that they are lawful and if at any time, any provision is, or becomes illegal, invalid, unenforceable or void in any respect then that provision shall be ignored, read down or severed respectively so far as is possible at the same time preserving the essence of the bargain between the parties and evidenced by this Agreement, so as to uphold the legality and validity and enforceability of the remaining provisions of this Agreement.

## 20. Waiver

---

- 20.1 No waiver of any right under this Agreement takes effect unless it is in writing, signed by or on behalf of the party bound, by a person holding the requisite authority to bind the relevant party.
- 20.2 In the absence of an effective waiver, no failure or forbearance by a party to insist upon any right to performance of a condition or obligation of the other party can amount to, under any circumstances, a waiver, an election between existing rights, a representation sufficient to ground an estoppel or a variation whereby that other party is relieved or excused from performance of such condition or obligation
- 20.3 A waiver is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

## 21. Variation

---

An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

## 22. Applicable law

---

Queensland Law applies to this Agreement.

## 23. No merger

---

No act done or document signed in connection with this Agreement prevents any provision to which effect has not fully been given from continuing to have full force and effect, or as a merger of any of the powers, rights and remedies of the parties to which effect has not been fully given.

## 24. Costs

---

- 24.1 Each party must pay its own costs of this Agreement. Transfer or other duty assessed on this Agreement will be paid by the Manager.
- 24.2 A defaulting party must pay to the other party all costs (including legal costs on a solicitor and own client basis) which are reasonably incurred by the other party in connection with such default. Legal costs are deemed to have been reasonably incurred in the obtaining of advice, the attempted exercise of any power, remedy or rights, the actual exercise of any power, remedy or rights, or the institution or prosecution of proceedings in respect of any default.

## 25. Authority to date and complete

---

The Manager authorises each member of the Committee and the solicitors for the Body Corporate to do all or any of the following things:

- (a) to date or complete any blank spaces in this Agreement; and
- (b) to complete and sign any document necessary to stamp or register this Agreement.

## 26. Financier acting in place of Manager

---

If a financier of the Manager acts in place of the Manager or a Controller (as defined in the *Corporations Act 2001*) is appointed by that financier to the Manager in respect of this Agreement, the Body Corporate agrees with the Manager that its rights to terminate this Agreement (if any) are limited to those set out in the Act and the Regulation Module (for example section 145 of the Act and sections 141 and 142 of the Accommodation Module) subject to the Body Corporate complying with section 126 of the Act.

## 27. Entire agreement

---

This Agreement contains the entire terms agreed between the parties and supersedes all prior negotiations.

## 28. Exclusivity

---

28.1 During the Term the Body Corporate must not:

- (a) authorise any person to, or permit any of its staff to, or itself conduct within the Scheme any business of the same or similar nature as the Manager may conduct pursuant to this Agreement; or
- (b) licence or lease any part of the Common Property for the purpose of any such business.

28.2 If any person other than the Manager attempts to use any part of the Common Property for the purpose of conducting a business or rendering a service in competition with the business the Manager carries on pursuant to this Agreement, then the Body Corporate must use reasonable endeavours to effect a termination of the competing business or service.

## 29. Occupation Authority

---

29.1 Pursuant to Section 147 of the Regulation Module, the Body Corporate grants, for the Term, to the Manager the exclusive right to occupy the areas described as OA2, and OA13 on the **attached** sketch plan for the purpose of:

- (a) performing the Duties;
- (b) conducting any Letting Agent's Business; and
- (c) any other authorised use pursuant to this Agreement or the By-Laws.

## 30. Shared Area

---

30.1 In this clause 30, **Shared Area** means the area described as "A" on the **attached** sketch plan.

30.2 Pursuant to Section 147 of the Regulation Module, the Body Corporate grants, for the Term, to the Manager (including its invitees and contractors), a right to use the Shared Area as a bathroom in common with those occupants that have a right to use the Shared Area under the CMS.

30.3 The Manager must:

- (a) not use Shared Area for any purposes other than a bathroom; and

- (b) not make structural or permanent improvements to the area without the approval of the Body Corporate.
- 30.4 The CMS provides that the owners that have a right to use the Shared Area under the CMS:
- (a) are responsible for the cost of cleaning and replenishment of consumables for the Shared Area; and
  - (b) must:
    - (i) cause the Shared Area to be cleaned and sanitised as required; and
    - (ii) pay the reasonably incurred costs of the Body Corporate for cleaning and replenishment of consumables for the Shared Area.
- 30.5 The Body Corporate's nominees and contractors are permitted to access the Shared Area for cleaning and maintenance.

### 31. Mutual indemnity

---

Despite any other clause in this Agreement to the contrary, each party indemnifies the other against all actions, claims, demands, losses, costs, damages and expenses (including legal costs on a solicitor and own client basis) occasioned by:

- (a) the failure to provide any information or documents in breach of this Agreement or any lawfully imposed obligation for providing information or documents that are inaccurate or incorrect in any material respect;
- (b) the failure to comply with statutory or other lawfully imposed obligations; or
- (c) any accident, damage, loss of property, death or injury to any person of whatever nature or kind occurring in connection with the Agreement where a party's actions, inactions, negligence or omissions have contributed to that accident, damage etc.

### 32. Gym equipment

---

The Body Corporate indemnifies the Manager against all actions, claims, demands, losses, costs, damages and expenses (including legal costs of a solicitor and own client basis) incurred by the Manager as a direct result of any accident, damage, death or injury to any person of whatever nature or kind occurring in connection with the use of the gym equipment except to the extent caused or contributed to by the actions, inactions, negligence or omission or default on the part of the Manager.



## Schedule 1 Remuneration

1. The Remuneration payable to the Manager is **\$1,420.00 per lot** (exclusive of GST) per year.
2. The Term is divided into remuneration periods of one year each, the first of which starts on the Start Date. Each subsequent year starts on the corresponding day of each subsequent year during the Term.
3. The Body Corporate must pay to the Manager the Remuneration in arrears by calendar monthly instalments. The first instalment is due one month after the Start Date and thereafter on the corresponding day of every subsequent month. The Manager must give to the Body Corporate a compliant tax invoice for each Remuneration payment.
4. The Remuneration is to be increased annually on each Review Date during the Term by the CPI Increase. For avoidance of doubt, the Remuneration will never be less for a subsequent year than it was for the previous year so that the application of the CPI Increase will not be applied if it results in a reduction in the Remuneration.
5. For the CPI Increase, the Remuneration will be increased to an amount represented by A, where:

$$A = \frac{B}{C} \times D$$

Where **B** = CPI for the quarter ending immediately before the relevant Review Date;

**C** = the CPI for the quarter one year before the quarter in B; and

**D** = the Remuneration payable immediately before the relevant Review Date.

**CPI** means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that Index no longer exists, 'CPI' means an index that the president of the Australian Property Institute (Inc) Queensland Division decides best reflects changes in the cost of living in Brisbane.

**Review Date** means the date which is the annual anniversary of the Start Date.

## Schedule 2      Manager's Duties

- A. GENERAL DUTIES:** The Manager is responsible for the day to day maintenance and cleanliness of the Scheme including the following general duties:
1. supervise persons engaged in work upon the Common Property;
  2. use reasonable endeavours to see that the Common Property is kept in good order and repair;
  3. monitor the observance of the By-laws and any rules of the Body Corporate and report any serious or persistent breach to the Representative;
  4. if requested by the Body Corporate, provide a quarterly report to the Body Corporate about matters arising out of the caretaking of the Scheme including records of false fire alarms, security breaches (including reporting to police if appropriate), injuries, property damage, evictions, breaches of By-Laws and/or rules, lift breakdowns, water leaks, etc;
  5. if lawful, keep in its possession and not give to any person except as authorised by the Body Corporate or owner of the lot concerned, any master key or keys under the control of the Body Corporate;
  6. report promptly on all things requiring repair and on all matters creating a hazard or danger and take remedial action where possible;
  7. check and verify accounts payable by the Body Corporate relating to matters which relate to the Duties and notify the Body Corporate as to whether such accounts are in order for payment;
  8. arrange maintenance contracts as required by the Body Corporate;
  9. periodically view the monitors of any surveillance system (if any) to ensure their proper functional operation. Store footage for the period allowed by the system and provide the Body Corporate with copies of any footage on request with respect to any security incident. The Body Corporate does not have the right to access the Manager's Unit or office/reception area for the operation of the system;
  10. be aware of the general condition of the Scheme so that the Manager is able to keep the Representative fully informed;
  11. familiarise itself with and regularly inspect the systems and mechanical equipment installed in the Scheme and advise generally on the condition thereof from time to time and recommend any changes or modifications to be made to the systems and equipment. Arrange for maintenance or other works necessary to keep them in efficient working condition at the expense of the Body Corporate;
  12. perform such other acts and things as are reasonably necessary and proper in the discharge of its Duties;
  13. carry out all reasonable written directions given by the Body Corporate about the caretaking and management of the Scheme;

14. if requested by the Body Corporate and if lawful to do so (privacy laws permitting), provide details of any occupier of a lot in the Scheme and any Owner (including notice of commencement and notice of departure) to any service provider as soon as possible;
15. carry out the reasonable written directions of the Body Corporate regarding specific matters or regarding policies or procedures to be observed in the conduct of the Scheme;
16. arrange for a suitably qualified consultant to undertake any maintenance or other works necessary to keep firefighting equipment in effective working condition and compliant with relevant standard and laws at the cost of the Body Corporate;
17. ensure that all common electrical apparatus including lighting and security devices are kept safe and fully functional throughout the Common Property and arrange for any necessary maintenance. The cost of any lights, globes, tubes, fuses and maintenance and other works will be paid by the Body Corporate;
18. as required, clean all easily accessible glass and windows in the Common Property (excluding the inside and outside of windows in each lot in the Scheme). If directed by the Body Corporate, engage a professional window cleaner to clean the windows in areas which are not easily accessed at the cost of the Body Corporate;
19. operate, inspect and arrange maintenance of the waste disposal and recycling system in accordance with the requirements of that system;
20. establish and maintain a rubbish collection service at the cost of the Body Corporate. Remove all rubbish and waste material from the Common Property (including from collection waste areas or points anywhere in the Scheme) to the point of disposal as required;
21. supervise the maintenance of landscaping, gardens and shrubs to a high standard in keeping with the standard of the Scheme (for the avoidance of doubt, the Manager is not required to maintain any landscaping, gardens or shrubs);
22. effect minor repairs and maintenance to the Common Property which do not require the services of a skilled tradesman;
23. supervise the car parking arrangements (including any visitor car parking area and the use of any loading bay) having regard to the provisions of the CMS and to the allotment of car parking spaces;
24. maintain the car parking areas in a clean and tidy condition. This Duty does not extend to professional style degreasing or pressure washing which is to be arranged by the Manager at the request and cost of the Body Corporate;
25. cause the Scheme inclusions, grounds and all plant and equipment to be properly maintained at all times;
26. supervise the arrangements in relation to occupiers moving in and out of the Scheme;
27. operate a booking system for any relevant facilities such as the recreational facilities, any meeting rooms, any barbeque area etc.; and

28. mobilise any demountable flood barrier at the vehicular entrance on the lower ground level during any Brisbane River flooding emergency;
29. if directed by the Body Corporate, arrange, at the expense of the Body Corporate, bi-annual cleaning of the façade of the Building;
30. periodically keep the reception (if any) manned during such reasonable hours between 9.00am and 5.00pm Monday to Friday (excluding public holidays) as reasonably necessary to effectively carry on the Letting Agent's business. For avoidance of doubt, the reception may be unmanned during these hours providing that, if the reception is not manned, there is a method whereby the Manager may be readily contacted, for example by way on mobile phone or call out service.

**B. SPECIFIC DUTIES:** The Manager must perform the following specific duties:

**CLEANING AND GROUNDS MAINTENANCE - (DAILY ROUTINE BEING ONCE PER 24 HOUR PERIOD BUT ONLY IF REQUIRED)**

|   |   |
|---|---|
| Common Areas – Foyer Areas and Common Facilities, including recreation deck | <ul style="list-style-type: none"> <li>• Main entry foyer areas and windows, common toilets, recreation deck, change rooms and any gymnasium to be kept clean and vacuumed, mopped and washed as required</li> <li>• Toilet consumables to be replenished as required at the cost of the Body Corporate</li> <li>• Clean and maintain any common kitchen and dining facilities</li> </ul> |
| Grounds   | <ul style="list-style-type: none"> <li>• Clear surrounds of any pool of leaves and rubbish</li> <li>• Empty rubbish bins</li> <li>• Align any chairs, table and other furniture</li> <li>• Water, as required (and if permitted by law), any plants, shrubs and planter boxes</li> <li>• Sweep or blow down pathways and hose clean (if permitted by law) as required</li> </ul>          |
| Furniture and Equipment   | <ul style="list-style-type: none"> <li>• Wipe down and clean any furniture and equipment including gym equipment</li> <li>• Check wear and tear of any furniture (indoor and outdoor) and report on its condition</li> </ul>  |

|                   |   |
|-------------------|---|
| Pool              | <ul style="list-style-type: none"> <li>• Clean skimmer baskets</li> <li>• Check water level and clarity</li> <li>• Skim surface of pool as required</li> <li>• Empty filter baskets</li> </ul> <p>(Body Corporate to engage contractor to periodically clean and maintain pool.)</p>  |
| Barbecue Area     | <ul style="list-style-type: none"> <li>• Sweep area clean and empty rubbish bins</li> <li>• Clean outdoor furniture, barbecue plates, facings, drip tray and renew sand</li> <li>• Check operation of barbecue and fill (at cost of Body Corporate) gas bottles as required reserve bottle to be full at all times</li> </ul> |
| Lifts             | <ul style="list-style-type: none"> <li>• Clean lift car interiors using products recommended by the manufacturer</li> <li>• Spray car interiors with room freshener</li> <li>• Clean floor, walls, handrails and mirrors</li> </ul>   |
| Building Security | <ul style="list-style-type: none"> <li>• Confirm the entrance intercom systems, the automatic entry/exit gates etc. are all functioning to provide all occupants entry and exit to and from the complex</li> <li>• Program and re-code swipe cards/fobs for the security system as necessary</li> </ul>                       |

**CLEANING AND GROUNDS MAINTENANCE - WEEKLY ROUTINE (BEING ONCE IN EACH SEVEN DAY PERIOD, BUT ONLY IF REQUIRED)**

|           |  |
|-----------|--|
| Car Parks | <ul style="list-style-type: none"> <li>• If lawful, hose down basement levels and entry/exit ramp to street level</li> </ul> |
|-----------|--|



|  |   |
|--|---|
| Garbage Bin Area   | <ul style="list-style-type: none"> <li>Scrub out bins with disinfectant/cleanser</li> <li>Scrub out bin area with disinfectant/cleanser</li> </ul> <p>(The Manager is not required to clean bins owned and stored within individual lots)</p> |
| Walls/Fences   | <ul style="list-style-type: none"> <li>Walls and fences in common areas to be cleaned and maintained as required</li> <li>Glass walls to be thoroughly cleaned</li> </ul>   |
| Foyers, Windows and Common Facilities (other than areas to be cleaned daily) | <ul style="list-style-type: none"> <li>Vacuum, mop and wash</li> </ul>  |

**CLEANING AND GROUNDS MAINTENANCE - MONTHLY ROUTINE (BUT ONLY IF REQUIRED)**

|                |  |
|----------------|--|
| Building       | <ul style="list-style-type: none"> <li>Inspect, where accessible, building thoroughly internally and externally and note: <ul style="list-style-type: none"> <li>corrosion</li> <li>paint condition</li> <li>concrete cracking or chipping</li> <li>leaks after heavy rain</li> <li>condition of roof</li> <li>condition of windows, doors and locks</li> <li>security breaches</li> <li>any matters in relation to the safety and presentation of the Scheme</li> </ul> </li> </ul> |
| Pumps (if any) | <ul style="list-style-type: none"> <li>After checking fuel, oil and battery test run auxiliary pumps for 30 minutes on load and confirm that unit is running smoothly</li> <li>Inspect exhaust system for leaks and look for corrosion</li> </ul>  |
| Fans (if any)  | <ul style="list-style-type: none"> <li>Inspect condition of fan blades and look for corrosion</li> </ul>   |
| Furniture      | <ul style="list-style-type: none"> <li>Check wear and tear of any furniture (indoor and outdoor) and report on this condition</li> </ul>   |

**CLEANING, GROUNDS - AS REASONABLY REQUIRED**

|                       |   |
|-----------------------|---|
| Visitors Car (if any) | <ul style="list-style-type: none"> <li>Check car park area</li> </ul> |
|-----------------------|---|

|                         |  |
|-------------------------|--|
|                         | <ul style="list-style-type: none"> <li>• Pick up any rubbish and empty any rubbish bins</li> <li>• Check light fittings and replace blown bulbs and tubes</li> </ul>   |
| Footpaths & Access Ways | <ul style="list-style-type: none"> <li>• Sweep area clean, remove rubbish, papers etc</li> <li>• Hose down (if permitted by law) all footpaths and access ways</li> </ul>  |
| Emergency Stairs        | <ul style="list-style-type: none"> <li>• Sweep down the emergency stairs and landing (hose if necessary/applicable/lawful)</li> <li>• Remove dust from hand rails and wipe clean</li> <li>• Wipe and clean exit signs and replace blown globes</li> <li>• Clean insects out of all light fittings</li> </ul>   |
| Garbage Bin Area        | <ul style="list-style-type: none"> <li>• Place bins at collection point for collection on collection day</li> <li>• Sweep garbage bin area, hose/mop with detergent as necessary</li> <li>• After collection replace bins in garbage area</li> <li>• Ensure that no bins emit offensive odours and are regularly emptied</li> </ul> <p>(The Manager is not required to deal with bins stored within individual lots)</p> |
| Windows                 | <ul style="list-style-type: none"> <li>• Exterior windows in common areas to be spot cleaned as required, inside and out (Windows out of normal reach are not included in this daily routine)</li> </ul>   |

## Signing page

Executed as an agreement

**Executed** by the Body Corporate for **443 Queen Street Community Titles Scheme** 56097 under its Common Seal by the Chairperson of the Body Corporate in the presence of:



Witness

Chairperson

**Executed** by **Cbus Property Brisbane Pty Ltd ACN 169 683 292** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

Signature of Director / ~~Company Secretary~~

Rachel Taylor

Full name (print)

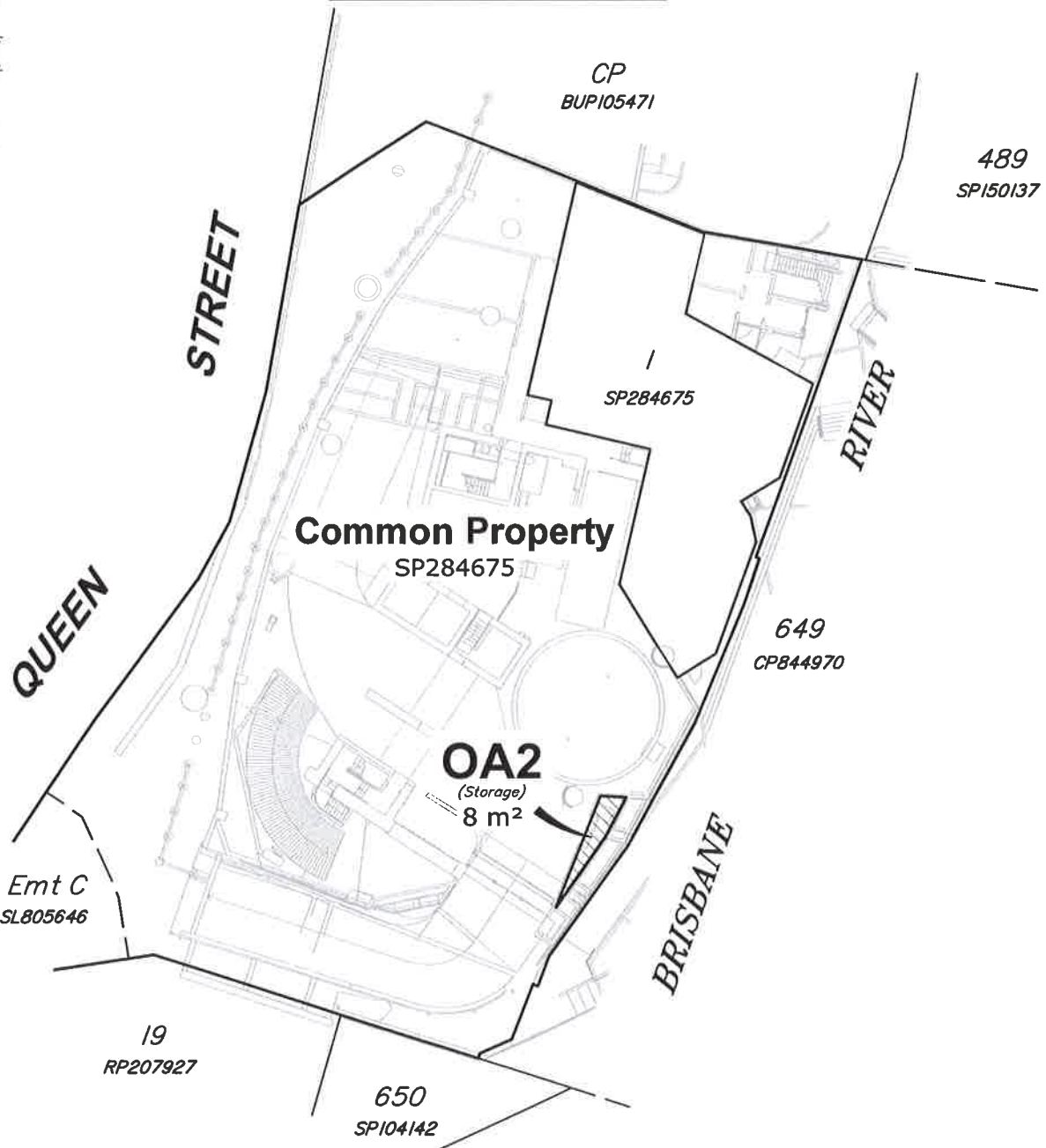
Signature Director

Adrian Pozzo

Full name (print)

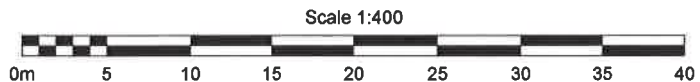
# OCCUPATION AUTHORITY PLAN

"443 QUEEN STREET" CTS  
Level B (Lower Ground)



## Notes:

1. Drawn to Scale on A4 sheet
2. OA Areas bounded by internal face of wall unless noted otherwise.
3. Revision I: Plan Updated 31/07/2023 (SCO).



PO Box 5021, GCMC QLD 9726  
Ph: (07) 5631 8000  
mail@bennettandbennett.com.au

Surveying, Town Planning & Spatial Services  
GOLD COAST | BRISBANE | SUNSHINE COAST | NORTHERN RIVERS  
www.bennettandbennett.com.au

## Title:

### Plan of Occupation Authority Area OA2

Being part of the Common Property  
on Level B (Lower Ground) on  
SP284675 "443 QUEEN STREET" CTS

Client: **CBUS PROPERTIES**

|               |               |              |       |
|---------------|---------------|--------------|-------|
| Locality:     | BRISBANE CITY |              |       |
| Local Gov:    | BCC           | Prepared By: | SS    |
| Surveyed By:  | SPP           | Approved:    | GS    |
| Date Created: | 12/2/2016     | Scale:       | 1:400 |
| Comp File:    |               |              |       |
| Plan No:      | 15132 017 OA  |              |       |

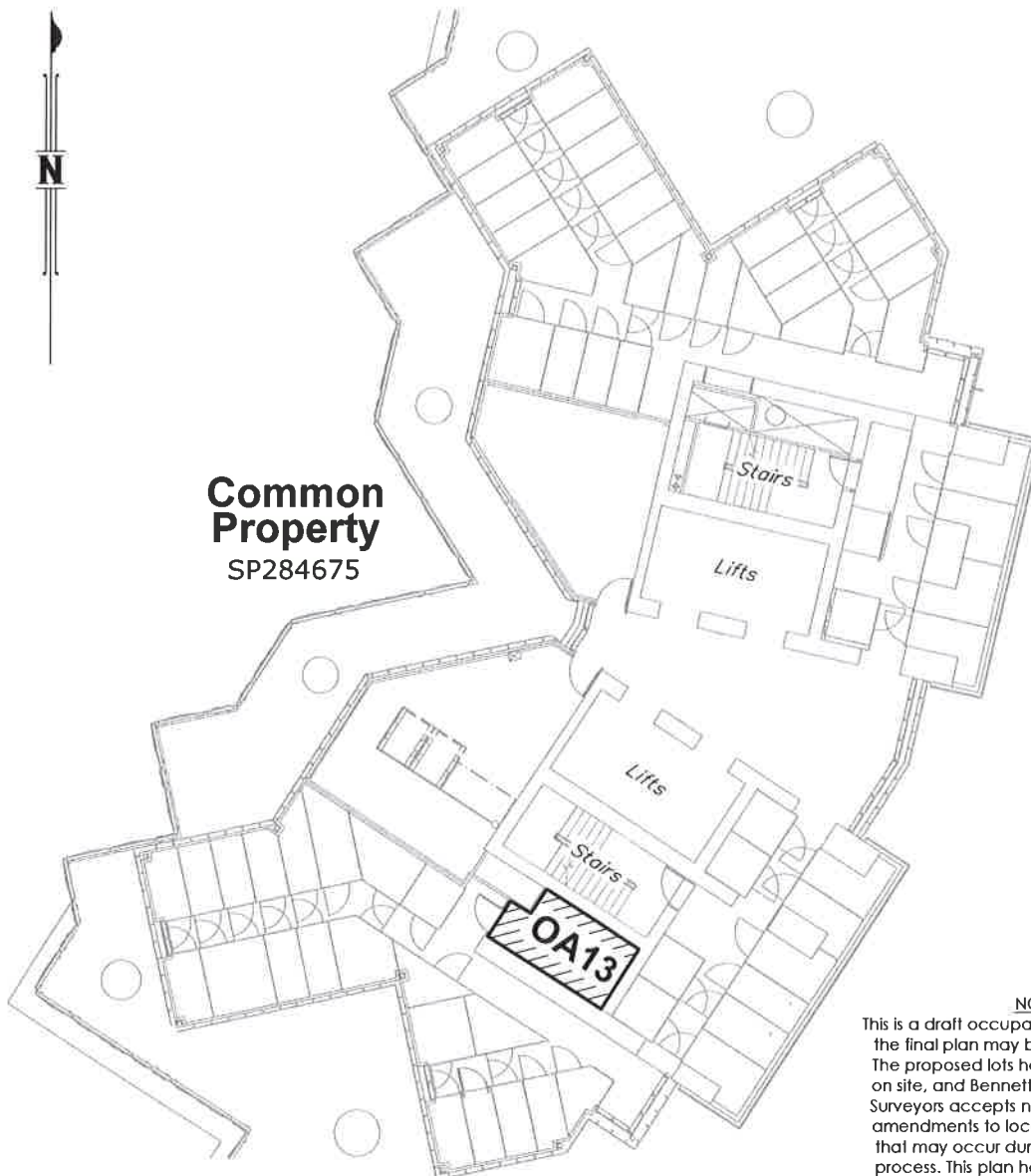
A4

# **OCCUPATION AUTHORITY PLAN**

**"443 QUEEN STREET" CTS**  
**Level P (Level 7 Mezzanine)**



**Common  
Property**  
SP284675



## **NOTE!**

This is a draft occupation authority plan and the final plan may be subject to change. The proposed lots have not been defined on site, and Bennett & Bennett Consulting Surveyors accepts no responsibility for any amendments to location, areas, or shape that may occur during the development process. This plan has been prepared for the purpose of identifying the approximate location and size of registrable interests, and has been derived from information supplied by others. This note is an integral part of this plan and no part of the plan may be reproduced without this note.

## **Notes:**

1. Drawn to Scale on A4 sheet
2. OA Areas bounded by internal face of wall unless noted otherwise.
3. Rev A: Original Issue 18/5/2023. (SDS)

Scale 1:200



PO Box 5021, GCMC QLD 9726  
Ph (07) 5631 8000  
mai@bennettandbennett.com.au

Surveying, Town Planning & Spatial Services  
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[www.bennettandbennett.com.au](http://www.bennettandbennett.com.au)

## **Title:**

### **Plan of Occupation Authority Area OA13**

Being part of the Common Property  
on Level P (Level 7 Mezzanine)  
of "443 QUEEN STREET" CTS

## **Client:**

**CBUS PROPERTY**

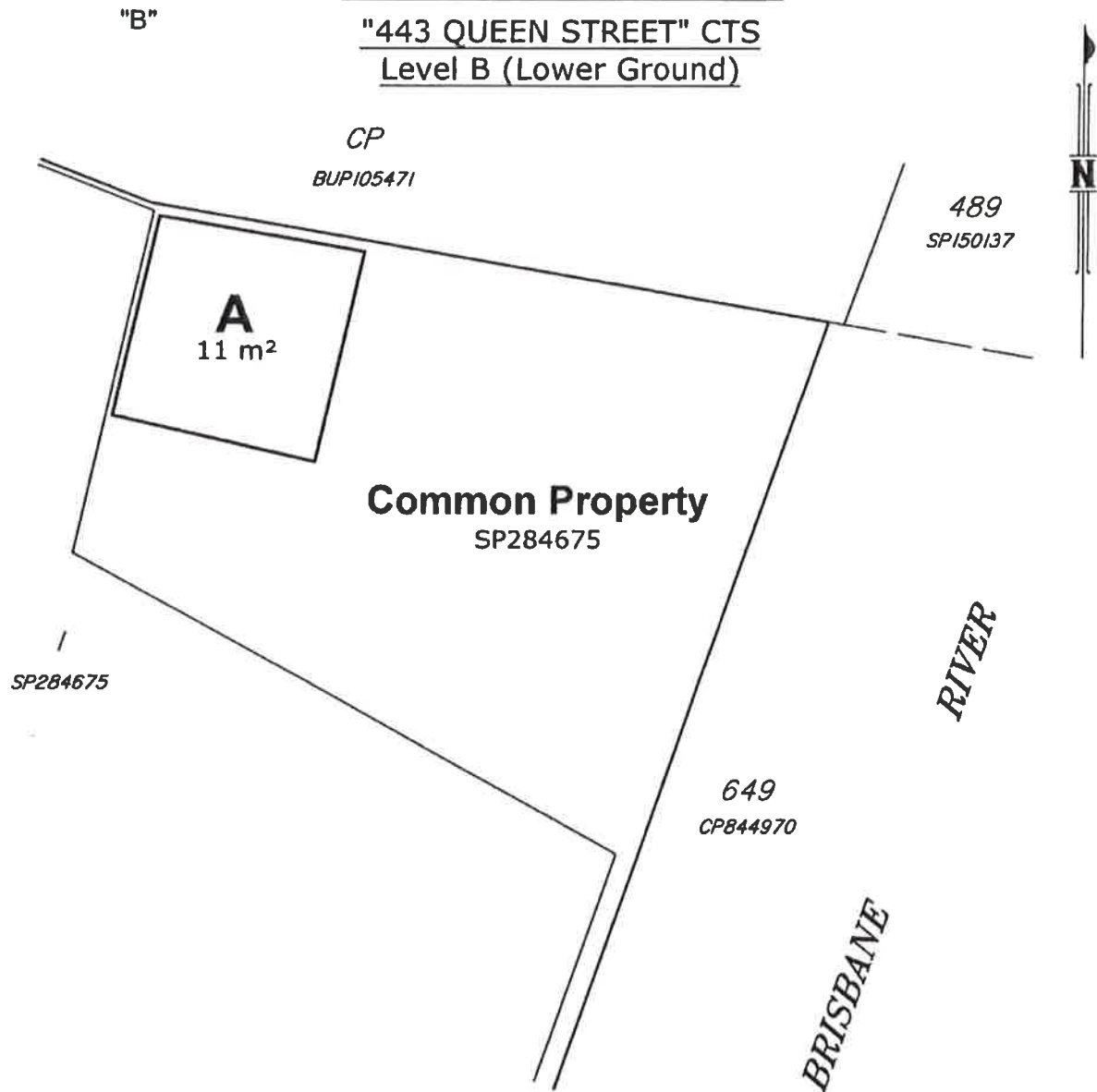
|               |               |              |       |
|---------------|---------------|--------------|-------|
| Locality:     | BRISBANE CITY |              |       |
| Local Gov:    | BCC           | Prepared By: | SDS   |
| Surveyed By:  |               | Approved:    | CWW   |
| Date Created: | 18/5/2023     | Scale:       | 1:200 |
| Comp File:    | 15132.project |              |       |
| Plan No:      | 15132_051_OA  |              |       |

**A4**



## SPECIAL RIGHTS PLAN

"443 QUEEN STREET" CTS  
Level B (Lower Ground)



### Notes

1. Drawn to Scale on A4 sheet.
2. Special Rights Areas bounded by internal face of wall unless noted otherwise
3. Revision D. Architectural info removed 14/4/2023 (SDS).

Scale 1:100



**BENNETT + BENNETT**

PO Box 5021, GCMC QLD 9726  
Ph: (07) 5631 8000  
ma@bennettandbennett.com.au

Surveying, Town Planning & Spatial Services  
GOLD COAST | BRISBANE | SUNSHINE COAST | NORTHERN RIVERS  
[www.bennettandbennett.com.au](http://www.bennettandbennett.com.au)

### Title:

**Plan of Special Rights Area A**  
Being part of the Common Property  
on Level B (Lower Ground) on  
SP284675 "443 QUEEN STREET" CTS

### Client:

**CBUS PROPERTY**

|               |               |              |       |
|---------------|---------------|--------------|-------|
| Locality:     | BRISBANE CITY |              |       |
| Local Gov:    | BCC           | Prepared By: | BRJ   |
| Surveyed By:  | SPP           | Approved:    | CW    |
| Date Created: | 19/07/2022    | Scale:       | 1:100 |
| Comp File:    | 15132.project |              |       |
| Plan No:      | 15132_042_MIS |              |       |

A4

## **UTILITY BILLING AGREEMENT**

(follows this page)

**altogether.**

## **Utility Billing Agency Services Agreement**

The Body Corporate for 443 Queen St





Billing Utility Agency  
Services Agreement for The Body Corporate for  
443 Queen St

| Contract Details                              |  |    |  |     |
|---|--|----|--|-----|
| 1. Altogether Solutions                       | Name   |    | Altogether Solutions Pty Ltd   |     |
|   | ACN  |    | 130 008 196  |     |
|   | Address for notices and contact details        |    | clientoffice@altogethergroup.com.au  |     |
|   | Altogether Solutions' Representative           |    | Kathy Jackson  |     |
| 2. Client                                     | Name   |    | The Body Corporate for 443 Queen St Street Community Titles  |     |
|   | Client ABN or ACN                              |    | TBA Scheme 56097   |     |
|   | Client address for notices and contact details |    | c/- Level 3, 270 Adelaide Street, Brisbane QLD 4000  |     |
|   | Primary contact                                |    | Brad Jones<br>0414 655 284<br>bjones@sskb.com.au   |     |
| 3. Building name, address, and number of lots |  |    | The Body Corporate for 443 Queen St<br>443 Queen St<br>Brisbane QLD 4000<br>264 Lots   |     |
| 4. Utility Agency Services                    | A Electricity                                  |    |  |     |
|   |  | A1 | Electricity retail services for Client as holder of electricity retail exemption   | No  |
|   |  | A2 | Electricity network services for Client as holder of electricity network exemption   | No  |
|   |  | A3 | The Client appoints Altogether Solutions as its registered Embedded Network Manager for the Building   | No  |
|   | B Thermal services                             |    |  |     |
|   |  | B1 | Electric hot water   | No  |
|   |  | B2 | Gas hot water  | No  |
|   |  | B3 | Gas cook top (unmetered)   | No  |
|   |  | B4 | Gas - metered  | No  |
|   |  | B5 | Air conditioning   | Yes |
|   | C Electric Vehicle                             |    |  | TBA |
|   | D Debt recovery services                       |    | The Client authorises Altogether Solutions to appoint Milton Graham or other debt recovery agent on the Client's behalf to seek recovery of outstanding bill payments. | Yes |
| 5. Commencement Date [cl]                     | TBA  |    | 1 November 2023  |     |
| 6. Expiry Date [cl]                           | TBA  |    | , which is 364 days after the Commencement Date  |     |

29 October 2024

altogether.

Billing Utility Agency  
Services Agreement for The Body Corporate for  
443 Queen St

## Execution



EXECUTED AS AN AGREEMENT

443 Queen Street Community Titles  
Scheme 56097

The Common Seal of Body Corporate for The Body Corporate for 443 Queen St Community  
Titles Scheme was affixed in the presence of:

Signature  
Robert Kern - Chairperson

(Print name)

Office Bearer / ~~Body Corporate~~  
~~Manager~~

Date signed:

16/10/23

Signature

(Print name)

Secretary/other Office Bearer

Signed by

....., as  
authorised signatory for **Altogether**  
**Solutions Pty Ltd ACN 130 008 196** in  
the presence of:

Signature of witness

Signature of authorised  
signatory

Name of witness (print)

Date signed

**Note: Execution**

*This Agreement is properly executed if each party executes either this copy or an identical copy. In the latter case, the Agreement takes effect when the separately executed copies are exchanged between the parties. Exchange of separately executed copies may take place electronically, by email.*



## Schedule 1– Utility Agency Services

### 1.1 Scope

The Utility Agency Services comprises the provision of the following services in relation to each of the utilities designated in Item 4 of the Contract Details:

### 1.2 Utility Billing Services

This applies to each of the utilities designated in Item 4 of the Contract Details:

- (a) meter reading
- (b) all applicable customer support functions, including administration of bills, revenue collection, dispute resolution and provision of fault hotline
- (c) billing services
- (d) disconnection and reconnection
- (e) debt collection<sup>1</sup>
- (f) payment and receipting services
- (g) customer portal
- (h) call centre services
- (i) customer management – move-in and move-out requests and general enquires
- (j) concession management
- (k) tariff management
- (l) billing reporting (and if requested and agreed) performance reporting

### 1.3 Electricity agency services

- (a) ensuring that the Services are provided in accordance with any applicable conditions of an NEL Exemption
- (b) lodgement of AER exemption forms if required
- (c) manage life support customer information in the billing system
- (d) unless otherwise indicated in the Details on page 1, perform the role of the Client's registered Embedded Network Manager for the Building.

---

#### <sup>1</sup> Potable water agency billing services – important note:

**Billing tenants for potable water use** This must comply with the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) [Residential Tenancies and Rooming Accommodation Act 2008](http://legislation.qld.gov.au) ([legislation.qld.gov.au](http://legislation.qld.gov.au)). In summary, this requires that:

- (a) the Premises are individually metered and water efficient; and
- (b) the lease requires that the tenant pay for potable water use.

**Disconnection** We are unable to disconnect water flow as water is an essential utility service. Therefore, we are only able to perform a compliant two-part debt recovery process that aids in streamlining payments which may further assist with valuable cash flow.

## Schedule 2 - Fee

### Fee

The Fee is as set out in the table below, adjusted in accordance with Part 2 of this Schedule.

| Service                 | Billing frequency | Daily service charge<br>(cents per lot per day) |
|-------------------------|-------------------|---|
| AC<br>(up to 2 service) | Monthly           | \$0.4110/lot per day<br>(\$150/lot per annum)   |

☒ Applicable ☐ Not applicable

Electricity fixed kWh rate

A fixed rate per kWh applies, unless otherwise indicated. If a fixed rate per kWh applies Altogether Solutions will advise and fix the rate in order to recover costs of the bulk bill for a period of 3 months and adjust after then.

### Other charges

#### Debt recovery services

ARMA Group or other debt recovery agent will deduct their percentage fee for their service from final amount if recovered. There is no fee if there is no recovery of debt.

#### Commercial churn charge

\$150 – see clause 14.1(b).

## **1 Fee Adjustment**

### **CPI**

The Fee may be adjusted on 1 October each year by a percentage equal to the percentage change in the Consumer Price Index All Groups – Brisbane as published by the Australian Bureau of Statistics between 30 June of the previous year and 30 June of the then current year.

### **Fee adjustment for Increased Costs Event**

If, after the date of its initial offer to the Client, Altogether Solutions determines (acting reasonably) that there has been or will be an increase in or additional costs or expenses incurred by Altogether Solutions as a direct or indirect result of an Increased Costs Event, the Fee is taken to be increased by an amount equal to the increased and additional costs or expenses resulting from the Increased Costs Event as determined by Altogether Solutions (acting reasonably). If the Fee is so increased, Altogether Solutions will notify the Client of the amount and of the reasons for the increase or addition.

**Increased Costs Event** means where:

- (a) a new Tax is imposed or the basis for imposing or calculating any Tax changes; or
- (b) Altogether Solutions incurs any liability, cost or reduction in benefit due to or arising from the introduction of a new Law, or a change to a Law or a change to the interpretation, implementation or effect of a Law.

**Tax** means any taxes, levies, imposts, deductions, charges, withholdings or duties, other than income tax, fines or penalties.

**altogether.**

**Billing Utility Agency Services Agreement for**  
The Body Corporate  
for 443 Queen St

## Terms & Conditions

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### Terms & Conditions

#### Background

The Client has agreed to appoint Altogether Solutions to provide the Services set out in this Agreement in accordance with the terms of this Agreement.

#### Operative Part

### 1 Definitions

**Agreement** has the meaning given in clause 2.3.

**Altogether Solutions, We and Us** means Altogether Solutions Pty Ltd ACN 130 008 196.

**Business Day** means a day except a Saturday, Sunday or public holiday in the town or city in which the Site is located.

**Client** means the relevant entity specified in item 1 of the Details.

**Commencement Date** has the meaning given in item 5 of the Contract Details.

**Common Property** means all the areas of common property as described in the Community Management Statement or strata plan as applicable.

**Contract Details** means the 'Contract Details' at the front of this document.

**Customer Support** means all applicable customer support functions including administration of bills, revenue collection, dispute resolution and provision of fault hotline.

**Electricity Meter** means the device that measures the quantity of electricity that passes through it or records the consumption of electricity at the Premises.

**End Customer** means an Occupier that is billed by Altogether Solutions on behalf of the Client for Services.

**Energy Laws** means all Acts, regulations, codes, procedures, orders in council, guidelines, other statutory instruments, licences, proclamations and laws applicable to the sale or supply of energy in New South Wales or Queensland (as applicable) by the Client as a holder of an NEL Exemption, either retail or network.

**Equipment** means single and multi-phase meters, current transformers, metering cabinets, hardware and software relating to the meters, cabling, accessories necessary to establish the embedded network, and such other equipment of and incidental to the provision of the Services provided by Altogether Solutions.

**Expiry Date** has the meaning given in item 6 of the Contract Details.

**Gas Meter** means the device that measures the quantity of gas that passes through it or records the consumption of gas at the Premises.

**Good Electricity Industry Practice** has the meaning given in the National Electricity Rules.

**GST** means any form of goods and services tax payable under the GST Law.

**GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Hot Water Meter** means the device that measures the quantity of hot water passing through it or records the consumption of energy at the central water heating system.

**Health and Safety Laws** means all, laws, regulations, codes of practice and guidelines concerning the health, safety and welfare of people at work in the State or Territory in which the Site is located.



**National Electricity Law or NEL** means the law applying under, as applicable, the *National Electricity (NSW) Act 1997* or the *National Scheme (Queensland) Act 1997*.

**National Electricity Rules** has the meaning given in the NEL.

**National Energy Retail Law** means the law applying under, as applicable, the *National Energy Retail Law (New South Wales) Act 2012* (NSW) or the *National Energy Retail Law (Queensland) Act 2014*.

**New Expiry Date** has the meaning given in clause 3.3.

**Occupier** means an occupier of Premises, and in relation to the common property, means the relevant Owners Corporation in relation to the Site.

**Owners Corporation** means a body corporate constituted under the *Body Corporate and Community Management Act 1997* (Qld) or an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW).

**Premises** means a lot in or the common property of the building at the Site.

**Scheme** means the Scheme specified in item 9 of the Contract Details.

**Services** means the services for which the box adjacent to its title in item 3 of the Contract Details is checked.

**Site** means the building, Premises and other improvements at the address specified in item 7 of the Contract Details, and includes any Community Titles Scheme referred to in the Contract Details.

**Special Terms and Conditions** means the special terms and conditions (if any) included in Schedule 3.

**Term** means the period commencing on the Commencement Date and, unless terminated earlier, ending on the expiry of this Agreement in accordance with clause 3.1.

**Thermal Services** means central hot water, air-conditioning and unmetered gas services at the Premises, to the extent designated in the Contract Details.

**Thermal Services Laws** means all Acts, regulations, codes, procedures, orders in council, guidelines, other statutory instruments, licences, proclamations and laws applicable to the reticulation of Thermal Services in New South Wales or Queensland (as applicable) including AS3500 and AS5601.

**Utility Billing Services** has the meaning given in Schedule 1.

## 2 Interpretation

2.1 In this Agreement, unless the contrary intention

appears:

- (a) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (b) a reference to a document or legislation includes a reference to that document or legislation as varied, amended, novated or replaced from time to time; and
- (c) a reference to 'includes' or 'including' means 'including but not limited to'.

2.2 The provisions of this Agreement relating to Thermal Services only apply if Thermal Services are specified as a Service in the Contract Details.

2.3 On the Commencement Date, a binding agreement comes into existence between Altogether Solutions and the Client incorporating the following documents (together this Agreement):

- (a) the Contract Details and the Schedules (including any Special Terms and Conditions); and
- (b) these Terms and Conditions.

2.4 In the event of any inconsistency, ambiguity or discrepancy, for the purposes of interpretation the order of precedence is as follows: (1) any Special Terms and Conditions; (2) the Contract Details; (3) the Schedules (excluding any Special Terms and Conditions) and (4) these Terms and Conditions. If, after applying the order of precedence, there still remains an inconsistency, ambiguity or discrepancy Altogether Solutions will (acting reasonably) direct the Client as to the proper interpretation.

## 3 Term and Renewal

3.1 This Agreement commences on the Commencement Date and, unless terminated earlier in accordance with its terms, will continue until the later of:

- (a) the Expiry Date; and
- (b) the New Expiry Date (if any) referred to in clause 3.3.

3.2 Unless a party gives written notice to the other party at least 90 days before the Expiry Date, that it does not want to renew the term of this Agreement, the term will renew on the Expiry Date by a period equal to the term.

3.3 If the term is renewed under clause 3.2, the end of renewed term will become the 'New Expiry Date'.

## **4 Exclusive Appointment**

- 4.1 The Client appoints Altogether Solutions, on an exclusive basis, to provide the Services during the Term.
- 4.2 To the extent permitted by Energy Laws, and subject to what is needed to facilitate clause 4.3, the Client must not, during the Term, permit any third party to provide services which include or are similar to the Services.
- 4.3 Altogether Solutions acknowledges that any owner, tenant or other occupier of Premises within the Site (including the Client) has the right to purchase electricity from a licensed retailer of its choice.
- 4.4 Nothing in this clause 4 prevents a third-party services provider or the Client from commencing preparation for the provision of third party services commencing on the Expiry Date, the New Expiry Date or following the termination of this Agreement.

## **5 Services**

- 5.1 Subject to clause 5.2, Altogether Solutions will undertake the Services with due care and skill and in accordance with applicable Energy Laws and Good Electricity Industry Practice.
- 5.2 Except to the extent stated otherwise in this Agreement, Altogether Solutions must bear all of its costs associated with undertaking the Services.
- 5.3 Altogether Solutions indemnifies the Client against all loss or damage suffered or incurred by the Client as a result of any injury or death of any person to the extent caused or contributed to by Altogether Solutions' use of Common Property.

## **6 Access**

- 6.1 The Client grants to Altogether Solutions a licence on the terms and conditions set out in this Agreement for the Term to access, occupy and use that part of the Common Property for the purpose of operating the electrical embedded network at the Site in relation to the provision and marketing of the Services.
- 6.2 The Client must ensure that Altogether Solutions has unhindered access at all reasonable times to the Common Property to undertake the Services, including the following:
  - (a) meter reading;
  - (b) marketing to potential customers; and
  - (c) to provide support services to Customers,

but Altogether Solutions must ensure that its personnel or subcontractors carrying out those activities comply with all security measures and other reasonable directions given by the Client.

- 6.3 Where the area or areas where an Electricity Meter, Gas Meter or Hot Water Meter is, or is to be, installed, the Client must do all things reasonably necessary to procure the End Customer's permission for Altogether Solutions to access and use those areas to undertake the Services.

## **7 Client's Responsibilities**

- 7.1 The Client must:
  - (a) comply with all requirements of all applicable Laws; and
  - (b) provide all information (including building plans and specifications and as-built drawings) held by or available to the Client which is reasonably required by Altogether Solutions to perform the Services.
- 7.2 If a Meter is not in good working condition, the Client must promptly replace it after Altogether Solutions asks the Client to do so. If the Client does not replace it within 28 days after Altogether Solutions asks the Client to do so in writing:
  - (a) Altogether Solutions will stop billing the Client for usage at that Meter; and
  - (b) the Client will be responsible for the usage and service fees relating to that Meter until Altogether Solutions is notified it the Meter has been replaced.

## **8 Altogether Solutions Warranties**

Altogether Solutions warrants that it has the authority to enter into this Agreement and will undertake all activities contemplated by this Agreement in compliance with all Energy Laws and other applicable law.

## **9 Customer Support**

- 9.1 Altogether Solutions must ensure that Customer Support is provided in accordance with the Services.
- 9.2 Without limiting clause 7.2(b), to the extent permitted by law, the Client must, in relation to the Site:
  - (a) promptly after becoming aware of any change to the owner or Occupier of Premises notify Altogether Solutions of the change;

- (b) not, without Altogether Solutions' consent, provide or attempt to provide Customer Support to any Customer, and must direct all Customer Support-related inquiries and any other communications from End Customers to Altogether Solutions; and
- (c) if the Client is a body corporate, permit Us to attend any meetings of the Client which relate to the Services or this Agreement and to communicate with members of the Committee of the body corporate in relation to the Services or this Agreement.

9.3 Altogether Solutions may use the details of owners and Occupiers (**Personal Information**) solely as permitted by law, as contemplated by this Agreement or for such other purpose as agreed with, or consented to by, the relevant owner or Occupier. Altogether Solutions must comply with relevant privacy principles in the *Privacy Act 1988* (Cth) in relation to the collection, use, disclosure, storing and handling of personal information.

9.4 Altogether Solutions may provide Personal Information to the Client in relation to the Services. In that case, the Client must comply with relevant privacy principles in the *Privacy Act 1988* (Cth) and Altogether Solutions' Privacy Policy and Credit Information Policy in relation to the collection, use, disclosure, storing and handling of that information.

9.5 The form of the utility services agency agreement between the Client and the End Customer is Agency Terms and Conditions.pdf (altogethergroup.com.au) as amended from time to time.

## 10 Fees and invoicing

10.1 The Client must pay Altogether Solutions the Fee.

10.2 Each month, Altogether Solutions will render to the Client an invoice for all Fees payable in relation to the previous months for all charges payable in relation to the Services.

The Client must pay to Altogether Solutions the amount stated as payable on any such invoice by direct credit to the bank account from time to time specified by Altogether Solutions specified for this purpose or such other method as agreed in writing by the parties.

10.3 Altogether Solutions must ensure that any invoices rendered under clause 10.2 include the information particulars of the amounts payable by the Client (including sufficient information in relation to such charges to reasonably enable the Client to verify the basis of the relevant charge).

10.4 The Client must pay an invoice within ten Business

Days after the date on which the invoice is provided to the Client.

10.5 In the event of a dispute concerning an invoiced amount:

- (a) the Client must, within 5 Business Days from the date it received the invoice, notify Altogether Solutions in writing identifying the amount in dispute and giving full reasons for the dispute;
- (b) the Client must pay the full amount of any portion of the invoice which is not in dispute;
- (c) the parties must meet to try to resolve the dispute, and failing resolution within a further 10 Business Days, the dispute will be determined in accordance with clause 16; and
- (d) if, and for so long as, the Client comply in good faith with the provisions of this clause 10.5, it will not, for that reason alone, be in breach of its obligations under clause 10.5 as a result of failing to pay any portion of an invoice which is in dispute.

10.6 If the Client has been overcharged or undercharged in any form whatsoever and the Client has paid the invoices containing such overcharge or undercharge then within 10 Business Days of the discrepancy being notified to the relevant party, Altogether Solutions will refund to the Client the amount of the overcharge (if any) and the Client will pay to Altogether Solutions the amount of the undercharge (if any).

## 11 Authority as agent

11.1 The Client authorises Altogether Solutions as its agent to do all things necessary and in Altogether Solutions' opinion (acting reasonably) desirable for the performance of the Services, including, on behalf of the Client:

- (a) invoicing End Customers for Services supplied; and
- (b) taking steps to pursue and recover payment of amounts owing by End Customers for those Services and to appoint a debt collection agent.

11.2 The Client must provide to Altogether Solutions all relevant information and reasonable assistance that Altogether Solutions requires in order to administer and render accounts.

11.3 The Client assumes the risk of recovery of fees and charges from End Customers.

## 12 GST

- 12.1 Words used in this clause that are defined in the GST Law have the meaning given in that legislation.
- 12.2 Unless otherwise specified, all amounts payable under this Agreement are exclusive of GST and must be calculated without regard to GST.
- 12.3 If a supply made under this Agreement is a taxable supply, the recipient of that taxable supply (**Recipient**) must, in addition to any other consideration, pay to the party making the taxable supply (**Supplier**) the amount of GST in respect of the supply.
- 12.4 The Recipient will only be required to pay an amount of GST to the Supplier if and when the Supplier provides a valid tax invoice to the Recipient in respect of the taxable supply.
- 12.5 If there is an adjustment to a taxable supply made under this Agreement, then the Supplier must provide an adjustment note to the Recipient.
- 12.6 The amount of a party's entitlement under this Agreement to recovery or compensation for any of its costs, expenses or liabilities is reduced by the input tax credits to which that party is entitled in respect of those costs, expenses or liabilities.

## 13 Termination of this Agreement

- 13.1 The Client may terminate this Agreement by giving 5 days' written notice to Altogether Solutions if Altogether Solutions commits a material breach of this Agreement and does not remedy that breach within 90 days after receipt of a written notice from the Client requesting it to do so.
- 13.2 Without limiting any other termination right in relation to this Agreement, if the Client breaches this Agreement and does not remedy that breach within 90 days after receipt of a written notice from Altogether Solutions requesting it to do so, Altogether Solutions may terminate this Agreement by giving 5 days' written notice to the Client.

## 14 Consequences of Termination or Expiration

- 14.1 End of Term
  - (a) Upon the expiry or earlier termination of this Agreement, the appointment of Altogether Solutions under clause 4 will cease.
  - (b) Upon termination of this Agreement, Altogether Solutions will, for a period of 7

days, provide assistance to the extent considered necessary by Altogether Solutions (acting reasonably) facilitate transition to any replacement supplier of Services to the Site. If the Client is a commercial client, the Client must, on demand, pay to Altogether Solutions \$150 for that assistance.

- (c) Upon expiry or earlier termination of this Agreement, and for a period of 3 months after expiry or termination, if requested by the Client, Altogether Solutions will provide to the Client any relevant data and documentation in its possession regarding the provision of the Services at the Site. After that period of 3 months, Altogether Solutions is under no further obligation to provide any data or documentation.
  - (d) The Client is solely responsible for ensuring continuity of supply of Services to the Site on and from the date of expiry or termination of this Agreement.
  - (e) The termination or expiry of this Agreement will not limit either party's rights in connection with any breach of this Agreement.
- 14.2 Nothing in this clause 14 affects the liability of either party to the other for any breach of this Agreement that occurred prior to the expiry of the Term, nor any obligation that, pursuant to its express terms, survives beyond the expiry or termination of this Agreement.

## 15 Liability

- 15.1 The only promises we make about the goods and services we provide under this Agreement, and the only guarantees, conditions and warranties for which we are liable are:
  - (a) those set out in this document and those that the law say are implied or cannot be excluded; and
  - (b) the consumer guarantees under the Australian Consumer Law.
- 15.2 Where we are liable to you, our liability is, to the extent permitted by law, limited to:
  - (a) replacing the goods and services to which the liability relates; or
  - (b) at our option, paying you the cost of replacing those goods, or having the services supplied again.
- 15.3 The limitation of our liability does not affect rights you have under a law that says we cannot exclude or limit.
- 15.4 Notwithstanding any provision of this Agreement,

to the fullest extent permitted by law, neither Altogether Solutions nor the Client will have any liability to the other arising under or in relation to this Agreement (whether arising in contract, tort (including negligence), statute or otherwise) in relation to any claim for any loss of profit, goodwill or business, for any interruption to business, for any failure to realise anticipated savings or for any other consequential, indirect, special, punitive or incidental damage.

15.5 Clauses 15.1 and 15.4 do not apply to limit or exclude the liability of:

- (a) a party for personal injury or death caused by that party's negligence;
- (b) a party for damage to tangible property caused by its negligence; or
- (c) a party to make any payment to the other party under clause 14.

15.6 Each party must use reasonable endeavours to mitigate any loss or damage, cost or expense that arises in connection with a breach of, or negligent act or omission under this Agreement by the other party. The liability of a party under an indemnity under this Agreement will be reduced:

- (a) to the extent the loss would not have occurred or would have been reduced if that party had complied with its obligations under this clause; and
- (b) proportionately to the extent the indemnified party caused or contributed to the loss or damage the subject of the indemnity.

## 16 Dispute Resolution

16.1 Notice of Dispute

- (a) If a difference or dispute between the parties arises in connection with this agreement (**Dispute**), then either party may give the other party a notice of dispute (**Notice of Dispute**).
- (b) The Notice of Dispute must:
  - (i) adequately identify and provide details of the Dispute; and
  - (ii) specify a senior representative of that party who has authority to resolve the Dispute.

16.2 Further dispute resolution processes

- (a) If, or to the extent that, a Dispute is not resolved within 20 Business Days after service of a Notice of Dispute in accordance with this clause 16 or within any further period agreed by the parties, either party may submit the Dispute to expert determination in

accordance with the then current *Resolution Institute Expert Determination Rules*.

- (b) The expert will be the person chosen by the then Chair of the *Resolution Institute*, or their nominee, if the parties do not otherwise appoint an expert within 10 Business Days after the submission of the Dispute to expert determination.

16.3 Costs

Each party's costs in relation to any expert determination of a Dispute will be borne by the parties in the proportions determined by the expert.

16.4 Status of expert's determination

The determination of the expert will be final and binding on the parties except in the case of fraud or clerical or arithmetical error or where the amount is more than \$250,000, excluding GST.

16.5 Condition precedent

Subject to clause 16.6, it is a condition precedent to a party being entitled to commence court proceedings in connection with a Dispute that the procedures referred to in clauses 16.1 to 16.2 first be complied with.

16.6 Summary relief

Nothing in this Agreement prejudices the right of a party to institute proceedings to enforce payment due under this Agreement or to seek injunctive or urgent declaratory relief.

## 17 Relationship

Nothing in this Agreement constitutes a relationship of employer and employee, joint venturers, franchisor and franchisee, or partnership between either party.

## 18 General

18.1 Transfer

- (a) The Client must not assign, novate or otherwise attempt to transfer any of its rights or obligations under this Agreement without the prior written consent of Altogether Solutions, not to be unreasonably withheld.

- (b) Altogether Solutions must not assign, novate or otherwise attempt to transfer any of its rights or obligations under this Agreement without the prior written consent of the Client, not to be unreasonably withheld.

18.2 Subcontracting



## Altogether Solutions:

- (a) may subcontract any of its obligations under this Agreement; and
- (b) remains responsible for the acts or omissions of its subcontractors.

## 18.3 Governing law

This Agreement is governed by the laws applicable in the state in which the Site is located, and each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

## 18.4 Entire agreement

This Agreement (including its schedules) constitutes the entire agreement between the parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter.

## 18.5 Alteration in writing

This Agreement may only be altered in writing executed by the parties.

## 18.6 Confidentiality

- (a) Each party must ensure that the terms of this Agreement and all commercially sensitive information exchanged between the parties remain confidential.
- (b) Either party may disclose such information:
  - (i) with the consent of the other party;
  - (ii) if permitted or required by any law; or
  - (iii) to its officers, employees and advisers (or those of a 'related body corporate' as that term is defined in the *Corporations Act 2001* (Cth)) for any purpose relating to this Agreement.

## 18.7 Force majeure

- (a) Neither party will be liable to the other party for any failure by that party to observe or perform wholly or in part any obligation (other than an obligation to pay money) under this Agreement if that failure was caused by or arose as a consequence of a Force Majeure Event.
- (b) In this clause 18.7, **Force Majeure Event** means, any event or circumstance outside the reasonable control of the affected party, including (without limitation):
  - (i) an act of God, insurrection, industrial disputes of any kind, epidemics or any other risks to health or safety;
  - (ii) the order of any court or the award of any arbitrator, any order, act or omission of government or other regulatory body or any inability or delay in obtaining governmental quasi-governmental or regulatory approvals, consents, permits, licences or authorities; or
  - (iii) any order, direction, act or omission of a third party (including a regulator, generator, transmission operator, distributor or retailer).

## 18.8 Survival

The following terms continue to apply after termination or expiration of this Agreement:

- (a) clauses 14, 15, 16, 17 and 18; and
- (b) any other term which is expressed to survive termination or expiration, or which, by its nature, survives termination or expiration of this Agreement.

**altogether.**



**billing agency services  
information pack**

# welcome

In this Information Pack, you'll find important and useful information about your community embedded network and the services Altogether Solutions Pty Ltd (Altogether) provides to you as your Body Corporate or Owner's appointed agent.

The supplier selling Electricity Retail Services and Electricity Network Services is your Body Corporate or Owner. The Body Corporate or Owner has appointed Altogether to act as agent in dealings with Customers in relation to electricity, thermal and or water billing services as applicable. In that capacity, Altogether is entitled to enforce any right or perform any function of the Body Corporate or Owner referred to in this document, for example, receiving information from Customers and or providing customer support to Customers.

The Body Corporate or Owner is:

- exempt from holding an electricity retail authorisation and is therefore not subject to all the conditions of retail Energy Law and you will not receive the same protections as you were purchasing from an authorised retailer
- obliged to provide consumer protections. For further information, please see the Retail Exemptions Guideline and Network Exemption Guidelines.

# power of choice

Residents within an embedded network are entitled to source their electricity from a retailer of their choice. You can therefore seek quotations for the supply of electricity (commonly known as an 'energy only' offer) directly from any other electricity retailer and discuss your options with them.

For more information about the electricity offers available in your area, please visit [energymadeeasy.gov.au](http://energymadeeasy.gov.au).

If you are thinking of choosing another retailer, please note that:

- you will need to seek an 'energy only' offer from an alternative retailer
- if you accept that offer you will:
  - still incur 'network only' charges from your body corporate and receive a 'network only' bill
  - be responsible for all energy charges at your premises until Altogether is notified of the start date with your alternative retailer
  - receive a bill from your new retailer for your energy usage only.

If you wish to find out more about how to access an authorised retailer of your choice if you live in an embedded network, you can download a copy of AER's customer factsheet [here](#) or contact us for a hard copy.

Residents in an embedded network community cannot choose an alternative provider for services such as drinking water, hot water, air-conditioning or cooktop gas.



# dispute resolution



If you need to make a complaint about the services we provide as agent (including any of our marketing, advertising or promotional activities) please let our support team know. You can do this by:

- visiting [altogethergroup.com.au/contactus](https://altogethergroup.com.au/contactus)
- calling us on 1300 803 803 Monday to Friday excluding public holidays between 8:30am – 5:00pm AEST.

We will endeavour to resolve your complaint as quickly as possible in accordance with our standard complaints and dispute resolution procedures.

After attempting to resolve your complaint, if you are not satisfied with the outcome, or if the problem remains unresolved, you can contact:

If your supply address is in New South Wales:  
Energy and Water Ombudsman NSW 1800 246 545  
or [ewon.com.au](https://ewon.com.au).

If your supply address is in Queensland:  
Energy and Water Ombudsman QLD 1800 662 837  
or [ewoq.com.au](https://ewoq.com.au).

# faults & emergencies

## Electricity

| distributor   | phone    | website  | state |
|---------------|----------|--|-------|
| Energex       | 13 19 62 | <a href="http://energex.com.au">energex.com.au</a>                 | QLD   |
| Ergon         | 13 22 96 | <a href="http://ergon.com.au">ergon.com.au</a>                     | QLD   |
| Ausgrid       | 13 13 88 | <a href="http://ausgrid.com.au">ausgrid.com.au</a>                 | NSW   |
| Endeavour     | 13 10 03 | <a href="http://endeavourenergy.com.au">endeavourenergy.com.au</a> | NSW   |
| Essential     | 13 20 80 | <a href="http://essentialenergy.com.au">essentialenergy.com.au</a> | NSW   |
| United Energy | 13 20 99 | <a href="http://uemg.com.au">uemg.com.au</a>                       | VIC   |
| TasNetworks   | 13 20 04 | <a href="http://tasnetworks.com.au">tasnetworks.com.au</a>         | TAS   |

## Drinking Water

Please contact your local water distributor for service outage information and updates.

## Centralised Hot Water, Air-Conditioning and Cook top Gas

Please contact your building/resident manager for service outage information and updates.





# life support

If someone in your household needs Life Support Equipment, it is important to plan for unexpected energy outages and to register your requirement of life support by calling us on 1300 803 803.

'Life Support Equipment' means any of the following equipment:

- oxygen concentrator
- intermittent peritoneal dialysis machine
- kidney dialysis machine
- chronic positive airways pressure respirator
- crigler najjar syndrome phototherapy equipment
- ventilator for life support
- any other equipment powered by electricity that a registered medical practitioner certifies is required for life support for a person residing at your supply address.

In order to confirm the registration of your premises as having Life Support Equipment, you need to complete your Medical Confirmation form (which we will send you when you contact us) and return it to us by the due date. The form includes a requirement for your medical practitioner to verify that someone at your supply address requires Life Support Equipment.

Please send the completed form to:

email: [lifesupport@altogethergroup.com.au](mailto:lifesupport@altogethergroup.com.au); or

mail: Altogether

PO BOX 404

Nundah QLD 4012

Failure to do this may result in you not being (or no longer being) registered for Life Support with the Body Corporate or Owner or your distributor.

altogether.

## concessions & rebates

Government assistance is available to eligible individuals and families via concessions and rebates to reduce your energy bill. For more information, please visit:

Commonwealth pensioners:

<https://www.servicesaustralia.gov.au/individuals/services/centrelink/utilities-allowance>

Queensland residents:

<https://www.qld.gov.au/community/cost-of-living-support/concessions/energy-concessions/electricity-gas-rebates>

New South Wales residents:

<https://www.service.nsw.gov.au/services/concessions-rebates-and-assistance>

or call us on 1300 803 803 Monday to Friday excluding public holidays 8:30am – 5:00pm AEST.

## payment assistance

Flexible payment options may be available to you such as a short-term payment extension. Customers unable to pay a bill due to financial difficulty should contact Altogether (as agent for the Body Corporate or Owner). If you are experiencing hardship or payment difficulty, additional protections may be available. View our hardship policy [here](#), or contact us for a hard copy.

Our team will work with you to help tailor a payment plan. It's important that you let us know as soon as possible on 1300 803 803 if you are facing financial issues and are struggling to pay your bills.

## good to know



### Privacy

Altogether is committed to preserving and respecting the privacy and confidentiality of customers. We ensure customers' information is managed in accordance with the Privacy Act 1988 (Cth). Our Privacy Policy and Credit Information Policy is located at [www.altogethergroup.com.au/privacy](http://www.altogethergroup.com.au/privacy).



### Feedback & complaints

We welcome customer and community feedback as it helps us to identify problems and improve our operations. For more information on how we will address your concerns, and the relevant ombudsman contact details, please see our Complaints and Dispute Resolution Policy found in our Help Centre.



### Emails, SMS & contact information

We will email or SMS you regular updates about your account, our business, and things that affect you.



### Charges

Tariffs are varied from time to time and published on our website. If your Body Corporate or Owner changes your tariffs, we will let you know about any variations as soon as possible, and in any event no later than your next bill or following any applicable laws and codes.



### Payment assistance

If you are having any difficulties paying your bill, please get in touch so we can advise you on payment assistance options including available concessions, rebates, payment extensions and payment plan options.



### Concessions

Government assistance is available to eligible individuals and families via concessions and rebates more information can be found in our Help Centre.

1. **Altogether is agent for Body Corporate or Owner:** You acknowledge and agree that you are entering into an agreement between you and the Body Corporate or Owner for the supply of energy, thermal services or potable water, as applicable. You further acknowledge that:
  - a. Altogether has been appointed as disclosed agent by your Body Corporate or Owner to administer that agreement;
  - b. Altogether does not sell or supply energy, thermal services or potable water and only acts as agent of the Body Corporate or Owner in the supply of the applicable utility services;
  - c. the Body Corporate or Owner is responsible for complying with its electricity retail and network exemption conditions applicable to your community;
  - d. by consuming energy, thermal services or potable water, and then paying an invoice for that consumption issued on behalf of the Body Corporate or Owner, you have entered into a binding agreement on these terms with the Body Corporate or Owner for the supply of it; and
  - e. the Body Corporate or Owner is not subject to all the obligations of an authorised retailer, and that you as an exempt customer will not receive the same protections as you would if you were purchasing from an authorised retailer.
2. **Move In (Application):** To establish your account with the Body Corporate or Owner please complete an application at [www.altogethergroup.com.au](http://www.altogethergroup.com.au)
3. **Tariff Rate and Charges:** The tariffs and associated fees and charges for the services under this agreement are available by contacting us prior to your application and are confirmed in the Welcome Letter, which will be sent to you upon receipt of your application. Tariffs are varied from time to time; if there is a change to the tariffs, we will notify you of any variations as soon as possible and in any event no later than your next bill or following any changes in applicable laws and codes.
4. **Move In and Move Out:** You are responsible for payment of charges in respect of supply of utilities to the premises until you have given notice to Altogether that you have vacated the premises or no longer require the supply of utilities to the premises.
5. **Allowable charge (electricity only):** The amount of any allowable charge must not be greater than that charged under the relevant local area retailer's standard retail contract.
6. **Retailer of Choice (electricity only):** Small Customers have the right to purchase electricity from their choice of Authorised Retailer. For Small Customers in the Body Corporate or Owner service area, the meter may need to be changed to enable switching to a new retailer. Any costs involved in such a change are not payable by the Body Corporate or Owner or its agents. Information on metering options that would allow switching to a new Authorised Retailer should be sought from the proposed Authorised Retailer.
7. **Applicable Conditions (electricity only):** As an exempt electricity retailer, site-specific conditions are applicable and the Body Corporate or Owner must comply with these conditions under the *AER Exempt Selling Guidelines*. To obtain exact information relating to your site, please contact us – see clause 19. You may also view the guidelines at [www.aer.gov.au](http://www.aer.gov.au) and search for *AER Exempt Selling Guidelines*.
8. **Site Conditions:** R1 - Retail Commercial, R2 - Retail Residential, R5 - Retail Large User, R3 - Retail Retirement, R4 - Retail Caravan Park.
9. **Concessions & Rebates:** If you hold of a valid Pension, Health Care, Seniors, Veterans Affairs or Asylum Seekers Card you may be able to claim an electricity rebate. Our website [www.altogethergroup.com.au](http://www.altogethergroup.com.au) also gives general information about the availability of government or non-government utility rebates, concessions and relief schemes for which you may be eligible.
10. **Applying government rebates or concessions:** If you receive a government funded rebate, concession or form of relief for a service that we provide to you Altogether may, where permissible:
  - a. at first instance, apply it to an outstanding electricity supply bill; and
  - b. Subsequently, apply it across (if applicable) an outstanding thermal services bill.
11. **Life Support:** You are classified as being life support dependent if you depend on any of the following: oxygen concentrator, intermittent peritoneal dialysis machine, kidney dialysis machine, chronic positive airway respirator, Crigler Najjar syndrome phototherapy equipment or use a ventilator for life support. In order to confirm the registration of your premise as having Life Support Equipment please email us via [www.altogethergroup.com.au](http://www.altogethergroup.com.au)

a warning notice prior to Disconnection in certain circumstances, eg where there has been illegal or fraudulent use of Electricity Services at your Premises or where there is an emergency or health and safety issue.
13. **Paying your bill:** You must pay to us the amount shown on each bill by the date for payment (**the pay-by date**) on the bill. The pay-by date will be no earlier than 13 business days from the date on which we issue your bill. If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will be not less than 6 business days after we issue the notice.
14. **Multiple Services:** If applicable, we may send a bill for multiple services that we provide, to you i.e. in addition to energy services, we may also include charges relating to thermal services you have with us. Any part payment received for a bill issued by us for multiple services will be first applied to repay the energy services portion of that bill.
15. **Payment Assistance:** If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options. The *Home Energy Emergency Assistance scheme* is available to eligible electricity consumers in Queensland under the *AER Exempt Selling Guidelines*. Please contact us directly for any payment plans, or queries.
16. **Security Deposit:** If you are the occupant of the premises you may be required to pay the Body Corporate or Owner a refundable security deposit for an amount determined by them. Security Deposits are set in accordance with National Energy Retail Rules and Laws and in accordance with *AER Exempt Selling Guidelines*. The Body Corporate may commence proceedings against you for recovery of the outstanding charges and any interest, including its legal and other costs and expenses.
17. Altogether may apply changes to fees, invoices, services or any other part of our business as per internal business or regulatory requirements/changes. We communicate any changes with you through our bill delivery.
18. **Privacy:** We adhere to the Australian Privacy Principles under the *Privacy Act 1988* (Cth) when collecting, using, storing and disclosing information contained in this Application. We and the Body Corporate or Owner will comply with all relevant privacy legislation in relation to your personal information. You consent to us and the Body Corporate or Owner:
  - a. sharing your account information with each other for the purposes of administering your account - this may include account name, account contact details including the supply address, phone number and email associated with the account, account balances, payments made on the account and account aged debt; and
  - b. disclosing information contained in your Application to a credit reporting agency for the purpose of obtaining or creating credit information files.
19. **Disputes & Complaints:** If you make a complaint, we must respond to your complaint within the required timeframes as set out in our standard complaints and dispute resolution policy available from [www.altogethergroup.com.au](http://www.altogethergroup.com.au) and reasonable endeavours will be made to resolve the dispute. Small electricity customers also have a right to refer complaints or disputes under this agreement to the Energy and Water Ombudsman Queensland or the Energy and Water Ombudsman NSW as applicable, or to any other relevant external dispute resolution body in the state or territory in which you are located.
20. **Termination:** The Body Corporate may terminate this agreement if the administration agreement between the Body Corporate or Owner and Altogether ends. Termination will not affect any amounts owing or rights accrued up to the time of termination. These monies will still be owed to the Body Corporate or Owner.
21. **How to contact us:** Please call us on 1300 803 803 Monday to Friday (excluding public holidays) between 8:30am and 5:00pm or email us via [www.altogethergroup.com.au](http://www.altogethergroup.com.au).

**ORIGIN CENTRALISED ENERGY EQUIPMENT  
AGREEMENT - GAS, HOT WATER EQUIPMENT &  
ELECTRICITY METERING**

(follows this page)



**CENTRALISED ENERGY EQUIPMENT – MASTER AGREEMENT TERMS – NSW, ACT,  
QLD, SA, NT, WA**

This Master Agreement is between Origin Energy Electricity Limited (ABN 33 071 052 287) (referred to as "us", "we" or "our") and the Premises Party specified in the Schedule (referred to as "you" or "your").

**SCHEDULE**

**Item 1: START DATE – DATE THIS AGREEMENT IS SIGNED BY LAST PARTY**

**Item 2: ORIGIN'S DETAILS**

Origin Energy Electricity Limited  
ABN 33 071 052 287  
Address for notices: GPO Box 186 Melbourne Vic 3001  
Telephone number: 1800 002 438  
Representative: Andrew Cameron

**Item 3: PREMISES PARTY'S DETAILS**

Premises Party: Cbus Property Brisbane Pty Ltd.  
ACN: 169 683 292.  
Address for notices: Suite 3, Level 22, 345 Queen Street, Brisbane, Queensland 4000  
Telephone number: 1300 319 890 or 0403 464 371  
Representative: Robert Kern Email: rkern@cbusproperty.com.au

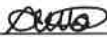
**Item 4: PREMISES & PLAN**

Address of Premises: 443 Queen Street, Brisbane Qld 4000  
Description of Premises: "443 Queen Street" 264 Residential Apartments and 3 Retail Tenancies  
Plan: SP 284675.



EXECUTED as an agreement

SIGNED for and on behalf of Origin Energy Electricity Limited ABN 33 071 052 287 by its duly authorised representative in the presence of:

  
Adrian Wardle (Nov 11, 2019)

Signature of authorised representative

Adrian Wardle

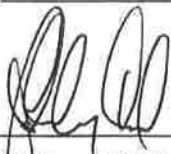
Name of authorised representative

National Sales Manager

Title of authorised representative

Date 11/11/2019


SIGNED for and on behalf of Cbus Property Brisbane Pty Ltd. ACN: 169 683 292 by its duly authorised representative in the presence of:

  
Signature of authorised representative  
ASHLEY JAMES REED

Name of authorised representative

  
Title of authorised representative

Date 6/11/19

  
Signature of authorised representative

CHRISTOPHER ANDREW KAKOUFAS

Name of authorised representative

  
Title of authorised representative

Date 7/11/19



### Assignment execution page

Assignment and Novation Form for Master Agreement between Origin Energy Electricity Limited and Cbus Property Brisbane Pty Ltd. ACN: 169 683 292. Address for notices: Suite 3, Level 22, 345 Queen Street, Brisbane, Queensland 4000

By executing below on behalf of the Owners Corporation and the original Premises Party the assignment and novation of this Master Agreement and all Supply Orders executed prior to the date of assignment is given effect to under clause 17 of the Agreement.

The Common Seal of 443 Queen Street CTS 56097



ABN \_\_\_\_\_

was affixed in the presence of:

  
Signature of Secretary

  
Signature of Chairman

Robert Kern

Robert Kern

Name of Secretary

Name of Chairman

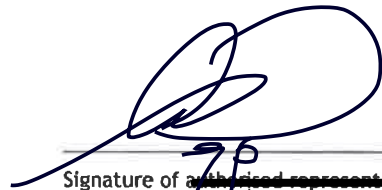
Date 16/10/23

Date 16/10/23

SIGNED for and on behalf of Cbus Property Brisbane Pty Ltd. ACN: 169 683 292 by its duly authorised representative in the presence of:

  
Signature of ~~authorised representative~~ Director

Rachel Taylor

  
Signature of ~~authorised representative~~ Director

Adrian Pozzo

Name of ~~authorised representative~~

Name of ~~authorised representative~~

Title of authorised representative

Title of authorised representative

Date \_\_\_\_\_

Date \_\_\_\_\_

**1. THIS AGREEMENT**

- 1.1 This Master Agreement is made up of these Master Agreement Terms and the Schedule.
- 1.2 To the extent of any inconsistency, the various parts of this Agreement prevail over the terms of each other part in the following order:
- (a) these Master Agreement Terms;
  - (b) the Schedule;
  - (c) any special conditions to a Supply Order; and
  - (d) the remaining terms of the relevant Supply Order.
- 1.3 Capitalised terms used in this Agreement are defined in clause 35.
- 1.4 You acknowledge that you enter Into this Agreement for the benefit of each Origin Company.
- 1.5 We hold the benefit of this Agreement (including the right to recover any Liability) for our self and on trust for each Origin Company and are entitled to enforce this Agreement (including any indemnity), whether by way of equitable, legal or statutory relief, for our self and on behalf of any Origin Company.

**2. TERM**

- 2.1 This Master Agreement starts on the Start Date and continues until:
- (a) the expiration of the Term; or
  - (b) the Agreement is terminated by you or us.
- 2.2 The term of each Supply Order is as set out in the Supply Order.

**3. SUPPLY ORDERS**

- 3.1 Any services we provide pursuant to this Master Agreement must be provided under a Supply Order.
- 3.2 During the Term, you may request us to provide services at the Premises by making a written request to us specifying:
- (a) the general nature of the services sought; and
  - (b) any other information we may request relating to the services sought.
- 3.3 We must respond to a request under this clause in writing and advise:
- (c) that we do not agree to your request; or
  - (d) that we agree to provide the services, in which case, we will prepare a draft Supply Order and provide it to you.
- 3.4 If signed by both parties during the Term, each executed Supply Order forms a separate agreement between you and us.
- 3.5 The terms and conditions that will apply to each Supply Order are the terms set out in this Master Agreement and the relevant Supply Order. The terms of one Supply Order do not apply to the terms of any other Supply Order.
- 3.6 Each Supply Order must state that it is entered into pursuant to this Master Agreement.
- 3.7 We may nominate any Origin Company to be the provider of services and the party to a Supply Order.

**4. OUR APPOINTMENT**

- 4.1 You agree that we will be:

- (a) the sole operator of the Centralised Energy Equipment; and
- (b) a provider of Retail Services, at the Premises for the Term.

**5. YOUR INFRASTRUCTURE**

- 5.1 You must, at no cost to us:
- (a) in the case of New Developments, install, commission, operate, maintain and repair or arrange for the installation, commissioning operation, maintenance and repair of the Premises Party Infrastructure at the Premises;
  - (b) in the case of Retrofit Developments:
    - (i) replace or arrange for the replacement of, any Premises Party Infrastructure so that it is compatible with the Centralised Energy Equipment and operate, commission, maintain and repair or arrange for the operation, commissioning, maintenance and repair of the Premises Party Infrastructure at the Premises; and
    - (ii) give us and our Representatives access to allow us to remove the existing infrastructure which is being replaced with the Centralised Energy Equipment.
  - (c) undertake all other infrastructure, plumbing, piping, electrical or other work at the Premises, required for us to install, commission, operate and maintain the Centralised Energy Equipment and provide the Retail Services.
- 5.2 The Premises, Premises Party Infrastructure and work undertaken under clause 5.1 must:
- (a) be free from Defects;
  - (b) be fit for its usual purpose; and
  - (c) be installed, operated, maintained and repaired:
    - (i) in accordance with all Approvals and applicable Regulatory Requirements (including those relating to units within the Premises at which life support equipment is in use) and the Final Drawings for the Premises; and
    - (ii) in a safe, timely, competent, efficient and professional manner which meets or exceeds the requirements of Good Industry Practice.
- 5.3 You must promptly advise us of any Defects in relation to the Premises or Premises Party Infrastructure.
- 5.4 You must notify us:
- (a) at least 10 Business Days before any planned outage or interruption; and
  - (b) as soon as possible of any unplanned outage or interruption,
- of the Premises Party Infrastructure which may affect the supply of Retail Services to any Customer.
- 5.5 You must provide us with copies of the Proposed Drawings for the Premises before the time specified in a Supply Order. You must consult with us in relation to these drawings. If:

- (a) we notify you that we cannot install the Centralised Energy Equipment or provide the Retail Services at the Premises due to the design shown in the Proposed Drawings; and
- (b) you do not change the design so that we can carry out the installation and provide the Retail Services,

we may terminate the relevant Supply Order by notice to you, effective immediately.

- 5.6 You must provide us with Final Drawings for the Premises acceptable to us under clause 5.5.
- 5.7 If specified in a Supply Order, once the Centralised Energy Equipment is installed, you must connect that equipment to the Premises Party Infrastructure in accordance with the Regulatory Requirements.
- 5.8 You must comply with all Regulatory Requirements in relation to health, safety and the environment for the Premises and the Premises Party Infrastructure.

## 6. CENTRALISED ENERGY EQUIPMENT

- 6.1 We must supply, install and commission the Centralised Energy Equipment at the Premises at no cost to you :
  - (a) for New Developments, at the stage of construction requested by you, provided your request is in accordance with usual industry practice;
  - (b) for Retrofit Developments, once we have removed the equipment which is being replaced with the Centralised Energy Equipment;
  - (c) once we are satisfied that it is safe to do so; and
  - (d) once all Approvals relating to the Premises, Premises Party Infrastructure or Centralised Energy Equipment have been obtained, If those Approvals are required to be obtained prior to the installation of the Centralised Energy Equipment.
- 6.2 Prior to the installation, we may record the condition of the Premises.
- 6.3 The Centralised Energy Equipment must:
  - (a) be free from Defects;
  - (b) be fit for its purpose as specified in a Supply Order or if not specified, its usual purpose; and
  - (c) be installed, commissioned, operated, maintained and repaired:
    - (i) in accordance with all Approvals and applicable Regulatory Requirements (including those relating to units within the premises at which life support equipment is in use); and
    - (ii) in a safe, timely, competent, efficient and professional manner which meets or exceeds the requirements of Good Industry Practice.
- 6.4 We will conduct regular visits to the Premises and implement an adequate maintenance program for the Centralised Energy Equipment to ensure the proper operation of that equipment.
- 6.5 You must promptly notify us, by contacting our National Response Centre by telephone on 1800 002 438, of any faults you identify with the

Centralised Energy Equipment. We or our Representatives must visit the Premises to assess any notified faults with the Centralised Energy Equipment within 5 Business Days of receiving such notification

- 6.6 If we identify any faults with the Centralised Energy Equipment, we will promptly either replace or repair the Centralised Energy Equipment.
- 6.7 We may temporarily deactivate or remove (or both) all or part of the Centralised Energy Equipment at any time:
  - (a) if we believe it is appropriate in an emergency, for safety reasons, to protect the Centralised Energy Equipment or to prevent loss or damage being suffered by us or you; or
  - (b) for repairs, maintenance or testing, or to replace all or part of the Centralised Energy Equipment.

If we do so we must reactivate or reinstall the Centralised Energy Equipment as soon as reasonably practicable and must use best endeavours to avoid or minimise disruption to the Retail Services.

- 6.8 We must comply with all Regulatory Requirements in relation to health, safety and the environment for the Centralised Energy Equipment.
- 6.9 We retain title to the Centralised Energy Equipment unless and until we transfer that title in accordance with this Agreement. You have no right to possession or custody of the Centralised Energy Equipment.
- 6.10 We retain title to the Remote Electronic System and title to that system will not pass to you in any circumstances.
- 6.11 You must provide or make available all assistance, information and utilities and amenities (such as electricity and water) reasonably necessary in order for us to perform our obligations under this Agreement, including for us to install, repair, maintain, operate, commission, remove and replace the Centralised Energy Equipment.
- 6.12 The parties agree that the Centralised Energy Equipment is a chattel and not a fixture.

## 7. ACCESS TO AND LICENCE OVER THE PREMISES

- 7.1 Subject to compliance with clauses 7.3 and 7.6, you grant us and our Representatives a non-exclusive licence to access the Premises, including the Common Property, as reasonably required for the purposes of this Agreement, including to allow us or our Representatives to:
  - (a) install, operate, inspect, maintain, repair, replace, disconnect, reconnect or remove the Centralised Energy Equipment,
  - (b) store equipment and materials on the Premises in connection with removal or installation, or any other obligation of ours under a Supply Order; and
  - (c) read, disconnect or reconnect any Meter or supply of Retail Services.
- 7.2 You acknowledge and agree our access and use under the licences granted in clauses 7.1 and 7.4 will not interfere, to an unreasonable extent, with the

use or enjoyment of any part of the Premises, including the Common Property.

- 7.3 You must use all reasonable endeavours to:
- (a) make our and our Representatives' access to the Premises safe and convenient;
  - (b) allow immediate access to prevent loss or damage being suffered by you or us;
  - (c) provide access to the Premises between 9am – 6pm on a Business Day, within 3 Business Days of the date we contact you to arrange to do so; or
- 7.4 You grant us a non-exclusive licence over, and for the use and enjoyment of, those parts of the Premises where the Centralised Energy Equipment is to be installed or located.
- 7.5 The licence in clause 7.4 will automatically be created on and from the Start Date. It will continue until either we or our Representatives have removed the Centralised Energy Equipment from the Premises or until title to the Centralised Energy Equipment transfers to you in accordance with this Agreement.
- 7.6 While we are accessing the Premises, we and our Representatives:
- (a) will comply with any reasonable procedures, including site safety procedures, relating to the Premises previously specified to us by you; and
  - (b) will use all reasonable endeavours to prevent damage to the Premises Party Infrastructure.
- 7.7 In relation to clause 7.6(a), where you require us to comply with any such procedure, you must provide:
- (a) us with a written copy of it; and
  - (b) training to all our Representatives accessing the Premises in how to comply with it.
- 7.8 You must notify us in writing of any special hazards or danger attaching to the Premises.

## 8. APPROVALS

- 8.1 You must obtain any Approval relating to the Premises and the Premises Party Infrastructure, and, if specified in a Supply Order, Your Centralised Energy Equipment Approvals, within any time period set by the Regulatory Requirements or, if no such time period is set, then promptly and without delay.
- 8.2 We must obtain any Approval (other than Your Centralised Energy Equipment Approvals) relating to the Centralised Energy Equipment within any time period set by the Regulatory Requirements or, if no such time period is set, then promptly and without delay.
- 8.3 You must co-operate to facilitate any Approval relating to the Centralised Energy Equipment to be obtained within any time period set by the Regulatory Requirements.
- 8.4 A party may terminate a Supply Order immediately by notice to the other party, and clause 16.1 will apply, if any Approval is:
- (c) not obtained within any time period set by the Regulatory Requirements;
  - (d) is obtained subject to conditions which impose obligations on that party or its equipment

which are unacceptable to that party, acting reasonably;

- (e) where no time period is set by the Regulatory Requirements, not obtained promptly and without delay;
  - (f) refused; or
  - (g) revoked, terminated or otherwise ceases to apply.
- 8.5 We may terminate a Supply Order immediately by notice to you, and clause 16.1 will apply, if any condition precedent specified in that Supply Order is not met or waived by us within 24 months of the execution of the Supply Order by both parties. We may extend the 24 month period by notice to you.

## 9. MUTUAL OBLIGATIONS

- 9.1 In performing its obligations under this Agreement each party must:
- (a) comply with all Regulatory Requirements;
  - (b) not, by its act or omission, place the other party in breach of any Regulatory Requirement or Approval; and
  - (c) provide all things and take all measures necessary to protect people and property.
- 9.2 Any warranty or guarantee required by law to be incorporated into this Agreement is incorporated. Any warranty, guarantee or implied term which can be excluded by law is excluded.

## 10. YOUR OBLIGATIONS FOR CENTRALISED ENERGY EQUIPMENT

- 10.1 You must use all reasonable endeavours to prevent any damage to the Centralised Energy Equipment, including securing the Centralised Energy Equipment in locked cabinets or as otherwise specified in a Supply Order, and notifying us immediately if you become aware that any such equipment is missing, stolen or damaged.
- 10.2 You are responsible for, and must reimburse us for, any damage to or interference with any of the Centralised Energy Equipment located or installed at the Premises other than:
- (a) normal wear and tear; or
  - (b) damage as a result of any act or omission by us or any of our Representatives.
- 10.3 If you require us to relocate the Centralised Energy Equipment to another location at the Premises, then you must pay all of our reasonable costs in doing so.

## 11. RETAIL SERVICES

- 11.1 We will offer to supply Retail Services to the Customers:
- (a) once the relevant infrastructure is in place and we are satisfied it is safe to do so;
  - (b) subject to our standard credit, identification and other checks;
  - (c) on terms which include or are consistent with any customer term set out in a Supply Order; and
  - (d) subject to paragraph (c), on our standard terms.

- 11.2 We will enter into agreements for Retail Services with individual Customers who elect to take up our offer and:
- (a) impose charges and fees in respect of the supply of the Retail Services (subject to clause 11.1);
  - (b) invoice the Customers for the supply of Retail Services on cycles determined by us;
  - (c) collect payment of accounts from the Customers; and
  - (d) connect and disconnect the Retail Services, in each case in accordance with the terms of the relevant customer agreement.
- 11.3 You must not disconnect any Customer's Retail Services or the Centralised Energy Equipment.
- 11.4 Unless prohibited by law, we may exchange information with our Related Bodies Corporate, Representatives and service providers where required to perform our obligations under this clause 11.
- 11.5 You must:
- (a) refer all matters relating to the Retail Services or individual Customer agreements to us; and
  - (b) not enter into any agreement, arrangement or undertaking with, or make any representation or give any undertaking or commitment to, a Customer concerning the Retail Services or their customer agreement.
- 12. INVOICING**
- 12.1 If a Supply Order provides that you must pay an amount to us, we will issue invoices to you after the end of each calendar month in which an amount becomes payable by you.
- 13. PAYMENT AND DISPUTES**
- 13.1 Unless you dispute an Invoice or part of an Invoice, you must pay the amount of a valid invoice to us by the Due Date.
- 13.2 If you fail to pay an invoice in full or in accordance with clause 13.5 by the Due Date, we may:
- (a) charge you interest on the unpaid amount from the Due Date; and
  - (b) recover our costs of enforcing payment of the invoice from you.
- 13.3 Where you dispute an invoice, you must provide us with written notice setting out why the amount of the invoice is incorrect by the Due Date.
- 13.4 We will assess your claim as soon as reasonably practicable and advise if we agree the original invoice was incorrect. If we do not agree with your claim the dispute resolution procedures in clause 21 apply.
- 13.5 Where you dispute part of any invoice and the dispute is not resolved by the Due Date, you must pay by the Due Date the undisputed amount.
- 13.6 Once the dispute is resolved, if a party owes another party an amount it must pay that amount within 8 weeks from the date the dispute is resolved.
- 14. CUSTOMER DETAILS AND PRIVACY**
- 14.1 Each party must comply with the *Privacy Act 1988* (Cth).
- 14.2 (Not used.)
- 14.3 We may collect, hold, use and disclose Personal Information about you, Customers or Personnel disclosed to us in the course of performing this Agreement or providing any Retail Services to the extent permitted by law in accordance with our Privacy Policy and the applicable privacy collection statements (see [originenergy.com.au/privacy](http://originenergy.com.au/privacy)).
- 15. TERMINATION**
- 15.1 A party may terminate a Supply Order:
- (a) if the other party is subject to an Insolvency Event;
  - (b) if the other party is in breach of the relevant Supply Order and fails to remedy that breach within 1 month of receipt of a notice to do so;
  - (c) immediately upon notice to the other party if an event of Force Majeure which has been notified in accordance with clause 25 continues for more than 3 months in respect of that Supply Order;
  - (d) if any representation or warranty made by the other party is untrue or misleading (whether by omission or otherwise) when made.
- 15.2 Without limiting clause 13.1, we may terminate a Supply Order in the following circumstances:
- (a) in accordance with clause 5.5; or
  - (b) in accordance with clause 8.5.
- 15.3 Either party may terminate:
- (a) a Supply Order in accordance with clause 8.4; or
  - (b) this Master Agreement or any Supply Orders at any time by giving the other party not less than 6 months written notice, unless, in the case of a Supply Order, specified otherwise in that Supply Order.
- 15.4 If this Master Agreement is terminated in accordance with this clause 15, any and all Supply Orders entered into under this Agreement in place immediately prior to such termination will remain in effect until the earlier of:
- (a) the end of the relevant Supply Term; and
  - (b) the relevant Supply Order is terminated in accordance with this clause 15.
- 15.5 Termination of this Agreement is without prejudice to the rights of the parties occurring before the date of termination.
- 15.6 Without limiting anything else in clause 15, we may terminate this Agreement at any time if you do not comply with clauses 17.2 and 17.3.
- 16. WHAT HAPPENS IF A SUPPLY ORDER IS TERMINATED**
- 16.1 If a Supply Order is terminated for any reason we will cease supplying the applicable Retail Services from the date of termination.
- 16.2 In addition to any rights arising as a consequence of termination for breach, if a Supply Order is terminated for any reason other than termination by us under clause 15.3(b), then we may at our option:
- (a) sell the Centralised Energy Equipment to you and you must purchase the Centralised



Energy Equipment from us. The date of the sale will be the date we notify you that we have elected to sell the Centralised Energy Equipment to you. The price payable by you for the Centralised Energy Equipment will be the value of the Centralised Energy Equipment as determined in accordance with the relevant Supply Order. You must pay the amount payable within 1 month of receipt of an Invoice from us. Title to the Centralised Energy Equipment will pass to you once the invoice is paid in full;

- (b) remove the Centralised Energy Equipment on reasonable notice; or
- (c) forfeit the Centralised Energy Equipment to you, in exchange for the payment of the sum of \$1.00 on request. The date of the forfeiture will be the date we notify you that we have elected to forfeit the Centralised Energy Equipment to you. Title to the Centralised Energy Equipment will pass to you on the date of forfeiture,

but if we terminate a Supply Order under clause 15.3(b), then only clause 16.1(b) or (c) will apply at our option, unless you and we agree in writing an alternative arrangement in relation to the Centralised Energy Equipment.

- 16.3 If title to the Centralised Energy Equipment is transferred to you in accordance with clauses 16.1(a) or (c), the Centralised Energy Equipment will transfer to you in the condition it is in at the date of the sale or forfeiture (as relevant) and all risk in the Centralised Energy Equipment will pass to you on that date. We will not be required to conduct any maintenance or repairs prior to (or after) transferring the Centralised Energy Equipment to you.
- 16.4 If we remove the Centralised Energy Equipment in accordance with clause 16.1(b), we will leave the Premises in a safe and functional condition (taking into account fair wear and tear). However, we will not remedy any aesthetic damage such as scratching or fading of walls or roof, or repair damage not caused by us or the Centralised Energy Equipment.
- 16.5 In this clause 16, the Centralised Energy Equipment does not include the Remote Electronic System.

#### **17. ENTRY INTO THIS AGREEMENT BY OWNERS CORPORATION**

- 17.1 This clause 17 only applies for New Developments. References to Supply Orders in this clause 17 refer to Supply Orders executed prior to the Date of Assignment.
- 17.2 You must register the Plan in respect of the Premises promptly or, if the Premises is in New South Wales, as soon as reasonably practicable.
- 17.3 Promptly after registration of the Plan you must procure the Assignment and Novation Form be signed by both the Owners Corporation and by you, to give effect to the assignment and novation documented in this clause 17. If the Premises is in NSW, promptly after registration of the Plan and before settlement of any sales of units in the Premises, you must hold an Inaugural general meeting of the Owners Corporation and procure the Assignment and Novation Form be signed by both the Owners Corporation and by you, to give effect

to the assignment and novation documented in this clause 17. You must provide us with a copy of the executed Assignment and Novation Form immediately after it is executed. We will be deemed to have signed the Assignment and Novation Form to give effect to the assignment and novation documented in this clause 17 if all of the following apply on the Assignment Date:

- (a) the Owners Corporation validly exists under the law of the place of its incorporation, has the power to sign the Assignment and Novation Form and enter into this Master Agreement and all Supply Orders, and has all authority and rights needed to perform it;
- (b) construction of the Premises has reached practical completion;
- (c) the Owners Corporation has taken out the insurances required under clause 26;
- (d) the original Premises Party is not in breach of any provision of this Agreement,

but if any of clauses 17.3(a)-(d) do not apply on the Assignment Date then there will be no effective assignment under this clause 17 unless we sign the Assignment and Novation Form.

#### **17.4 With effect from the Date of Assignment:**

- (a) you assign to the Owners Corporation all rights and benefits under this Master Agreement and all Supply Orders to which, but for this clause 17, you would have been entitled to on or after the Date of Assignment;
- (b) the Owners Corporation accepts the assignment of your rights and benefits under this Master Agreement and all Supply Orders pursuant to clause 17.4(a).

#### **17.5 With effect on and from the Date of Assignment, the Owners Corporation:**

- (a) assumes and must perform all obligations and discharge all liabilities under this Master Agreement and all Supply Orders that, but for this clause 17, you would have been required to perform or discharge on and after the Date of Assignment; and
- (b) is bound by and must comply with all other provisions of this Master Agreement and all Supply Orders which, but for this clause 17, you would have been bound by on and after the Date of Assignment.

#### **17.6 We consent to:**

- (a) the assignment of the rights and benefits under this Master Agreement and all Supply Orders to the Owners Corporation pursuant to clause 17.4 and acknowledge that the Owners Corporation is entitled to the rights and benefits under this Master Agreement and all Supply Orders to which, but for this clause 17, you would have been entitled to on and after the Date of Assignment; and
- (b) the Owners Corporation, pursuant to clause 17.5, assuming and performing your obligations and discharging your liabilities

under this Master Agreement and all Supply Orders that arise or are to be performed or discharged by you on or after the Date of Assignment.

- 17.7 With effect on and from the Date of Assignment, we release the original Premises Party from all obligations and liabilities under this Master Agreement and all Supply Orders to be performed or discharged on or after the Date of Assignment.
- 17.8 Nothing in this clause 17:
- (a) affects the original Premises Party's or our rights, liabilities or obligations under this Master Agreement and all Supply Orders before the Date of Assignment; or
  - (b) releases the original Premises Party or us from any obligation or liability under this Master Agreement and all Supply Orders arising before the Date of Assignment and the Owners Corporation does not assume any such obligation or liability.
- 17.9 On and from the Date of Assignment, the address and contact details of the Owners Corporation for the purpose of notices issued under this Master Agreement and all Supply Orders will be as notified by the Owners Corporation under this Agreement from time to time.

## 18. WARRANTIES

- 18.1 Each party represents and warrants that:
- (a) it validly exists under the law of the place of its Incorporation, has the power to sign this Agreement and has all authority and rights needed to perform it;
  - (b) all information it provides, or causes to be provided, to the other party is accurate, up to date and complete; and
  - (c) signing or performing of this Agreement will not breach, conflict with or infringe any other obligation, agreement, Regulatory Requirement or Encumbrance by which it is bound.

## 19. PARTNERSHIPS AND TRUSTS

- 19.1 If you are a partner in a partnership, each partner is jointly and severally liable under this Agreement.
- 19.2 If you enter this Agreement as a trustee you represent and warrant in your own right and as trustee of the Trust, that as at the date of this Agreement and until such time as all your obligations under this Agreement are discharged:
- (a) you are the sole trustee of the Trust;
  - (b) you have the requisite capacity and authority to enter this Agreement on behalf of, and to bind the beneficiaries of, that Trust and to perform all obligations under this Agreement pursuant to the documents governing that Trust; and
  - (c) you have the right to be fully indemnified out of the assets of the Trust in relation to this Agreement and the assets of the Trust are sufficient to satisfy all obligations of the Trust under this Agreement.

## 20. INDEMNITIES AND LIABILITY

- 20.1 Subject to clause 20.2 and 20.3, each party (the "indemnifying party") indemnifies the other and

the other's Representatives (the "other party") against any claim or from any Liability we incur or suffer in connection with or arising from this Agreement, relating to:

- (a) the indemnifying party's breach of this Agreement, a Regulatory Requirement or an Approval or contributing to the other party's breach of a Regulatory Requirement or an Approval; and
- (b) the loss of or any damage to any property owned, controlled, hired or supplied by:
  - (i) that party or its Representatives; and
  - (ii) the other party or its Representatives or a third party, but in this case only to the extent such loss or damage is caused or contributed to by an act or omission (whether negligent or otherwise) of the indemnifying party or its Representatives; and
- (c) any personal injury, illness, disease or death of:
  - (i) any of that party's Representatives; and
  - (ii) any of the other party's Representatives or any third party, but in this case only to the extent that such personal injury, illness, disease or death is caused or contributed to by an act or omission (whether negligent or otherwise) or by a breach of duty (whether statutory or otherwise) of the indemnifying party or its Representatives,

up to a maximum aggregate liability for that party of \$10 million.

- 20.2 Neither party nor its Representatives are liable, and must not make a claim against, the other party for any Excluded Loss in connection with or arising from this Agreement.

- 20.3 The limitation of Liability in clause 20.1 will not apply to, limit or restrict in any way a party's Liability to the extent such Liability:

- (a) cannot be limited at law;
- (b) arises in respect of
- (c) personal injury or death; or
- (d) is caused by a wilful, reckless, fraudulent, criminal or malicious act of the party or its Representatives.

## 21. DISPUTE RESOLUTION

- 21.1 All disputes must be dealt with in accordance with this clause 21.
- 21.2 The party claiming the dispute must give a written notice to the other party setting out particulars of the dispute (**Dispute Notice**).
- 21.3 The dispute must be referred to authorised representatives of the parties. The authorised representatives must meet (by telephone if not in person) within 2 weeks and negotiate in good faith to resolve the dispute.
- 21.4 If for any reason the dispute has not been resolved within 4 weeks after service of the Dispute Notice either party may commence court proceedings.

21.5 Pending the resolution or determination of a dispute, each party must continue to perform their respective obligations under this Agreement.

21.6 Nothing in this clause 21 prevents a party from:

- (a) seeking urgent interlocutory or declaratory relief where, in that party's reasonable opinion, that action is necessary to protect that party's rights; or
- (b) terminating this Agreement where it has a right under the Agreement to do so.

## 22. CONFIDENTIALITY

22.1 Each party must keep all Confidential Information confidential.

22.2 A party may disclose Confidential Information:

- (a) with the other party's prior written consent;
- (b) on a confidential basis to its Representatives, advisers and insurers (or those of a Related Body Corporate) to the extent disclosure is reasonably required; or
- (c) if required by Regulatory Requirements or applicable stock exchange rules.

## 23. ASSIGNMENT

23.1 We may assign, transfer or novate this Agreement (including the licences granted to us under clause 7) to any of our Related Bodies Corporate or any third party by prior notice to you.

23.2 Except as provided for in clause 17 or 23.3, you may only assign, transfer or novate this Agreement with our prior written consent.

23.3 If you sell or otherwise dispose of your interest in the Premises, in part or in full, prior to the Owners Corporation entering this Agreement in accordance with clause 17, you must:

- (a) give written notice to any sales agents and prospective purchasers about this Agreement; and
- (b) if you dispose of your full interest in the Premises, assign or novate this Agreement to the Purchaser (on terms acceptable to us acting reasonably) so that the Purchaser will be bound by your obligations under this Agreement as if the Purchaser had originally entered into this Agreement as you; and
- (c) if you dispose of part of your interest in the Premises, procure that the Purchaser is also bound by your obligations under this Agreement in relation to its part interest in the Premises (on terms acceptable to us acting reasonably).

23.4 If you are the Owners Corporation, you must not Encumber this Agreement.

## 24. SUBCONTRACTING

24.1 We may subcontract all or part of our obligations under this Agreement to any third party. We may perform any obligations under this Agreement through a Representative.

## 25. FORCE MAJEURE

25.1 A party will be excused for any non-performance of its obligations under this Agreement (other than an obligation to pay money) during the time and to the

extent that Force Majeure prevents the party from doing so.

25.2 A party must:

- (a) try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
- (b) give the other party prompt notice of the Force Majeure including details of its expected duration.

25.3 If the effects of such an event are widespread, we may give you prompt notice by making the necessary information available on a 24-hour telephone service promptly after becoming aware of the event.

## 26. INSURANCE

26.1 For New Developments, you must, or must cause your contractors and subcontractors to, obtain and maintain until practical completion of construction of the Premises, with a major insurance company carrying on general insurance business in Australia, "Construction All Risks" insurance for a liability of not less than the full value of construction including the full value of the Centralised Energy Equipment as notified by us to you.

26.2 You must obtain and maintain, or procure your builder to obtain and maintain, for the Supply Term, with a major insurance company carrying on general insurance business in Australia:

- (a) any Insurance required by a Regulatory Requirement; and
- (b) current third-party public and product liability insurance:
  - (i) for public liability - \$10 million per incident; and
  - (ii) for products liability - \$10 million for any 12-month period.

26.3 You must obtain and maintain, or procure your builder to obtain and maintain, from the date of practical completion of the building and for the remainder of the Supply Term, with a major insurance company carrying on general insurance business in Australia, building insurance for a liability of not less than the full value of the building including the full value of the Centralised Energy Equipment as notified by us to you.

26.4 On request from us you must provide us with evidence of the insurances maintained in accordance with this clause 26.

## 27. GST

27.1 In this clause, all terms that are defined in the GST law have the same meaning in this clause.

27.2 Unless otherwise stated, monetary amounts are stated exclusive of any GST component. Amounts calculated by reference to monetary amounts are to be calculated on the GST exclusive component.

27.3 The supplier will add the prevailing rate of GST onto the consideration for any taxable supplies made in connection with this Agreement, and the recipient agrees to pay that GST following the receipt of a tax invoice from the supplier. The GST applicable to any taxable supplies made in connection with this Agreement is payable at the same time as the consideration for those supplies. Where a party reimburses the other party for an expense or other

amount, the reimbursement will be net of any input tax credit the supplier is entitled to claim.

## 28. TAXES

- 28.1 Prior to signing this Agreement, you must provide us with a valid Australian Business Number. We will have no obligations under this Agreement until you provide a valid Australian Business Number to us.
- 28.2 If we are required by law to withhold any amount in respect of tax from a payment to be made to you under this Agreement, we are entitled to do so and such withholding and payment to the relevant taxing authority will be a good discharge of our obligation to pay the relevant amount to you. In the event that we pay an amount to you without withholding an amount in respect of tax, you indemnify us for any loss suffered by us as a result of failing to withhold.

## 29. LAWS APPLICABLE TO THIS AGREEMENT

- 29.1 This Agreement is governed by the laws in force in the state or territory where the Premises is located.
- 29.2 Each party submits to the non-exclusive jurisdiction of the courts of that place.

## 30. PERSONAL PROPERTY SECURITIES ACT

- 30.1 We may apply for any registration, or give any notice, in connection with this Agreement under the PPSA. You consent to such registration or notice and agree to waive your right to receive a verification statement, and agree not to make an amendment demand.
- 30.2 Except where required by section 275(7) of the PPSA, information of the kind mentioned in section 275(1) of the PPSA must not be disclosed by either party.

## 31. VARIATIONS TO THIS AGREEMENT AND WAIVER

- 31.1 Unless otherwise specified in this Agreement, any variations to the terms of this Agreement or any waiver of any rights of any party has no effect unless it is in writing and signed by the parties (in the case of a variation) or the party granting the waiver (in the case of a waiver).
- 31.2 A party's failure or omission to exercise, enforce or require strict or timely compliance with any provision of this Agreement does not affect or impair that provision, or the right of that party to avail itself of the remedies it may have in respect of any breach of that provision.

## 32. NOTICES

- 32.1 A notice or other communication under this Agreement is only effective if:
- (a) in writing and addressed to the person to whom it is given; and
  - (b) sent to the relevant party's address for notices as specified in the Schedule or amended by a party by notice to the other party; or
  - (c) sent by email to the email address notified by the relevant party to the other party.
- 32.2 A notice is given:
- (a) if sent by email – 24 hours after the email was sent, unless the sender receives an automated message that the email was not delivered or knows the email was not delivered or could not be read; or

- (b) if sent by mail – if sent by priority mail, 3 Business Days after posting, or if sent by regular mail, 6 Business Days after posting.

## 33. ANTI-BRIBERY

- 33.1 You must, and must ensure that your Representatives, comply with all applicable anti-bribery, fraud, secret commission and corruption laws.
- 33.2 You agree that you and your Representatives have not received, and will not receive, any payment, benefit or other thing of value (whether by way of gift, kickback or otherwise) in connection with this Agreement that is not legitimately due to you or your Representatives.
- 33.3 You must not, and must ensure that your Representatives do not, make any facilitation payment in connection with this Agreement.

## 34. GENERAL PROVISIONS

- 34.1 This Agreement supersedes all prior and other negotiations, representations, proposals, understandings and agreements, whether written or oral, relating to the subject matter of this Agreement.
- 34.2 You acknowledge you have not relied on any predictions, forecasts, advice or statements of opinion by us, or any of our employees or agents, as to the appropriateness or financial effect of this Agreement or the provision of any Retail Services or market conditions.
- 34.3 Clauses 7, 16, 17.10(c), 18, 19.2, 20, 21, 22, 26, 27 and 28 survive termination or expiry of this Agreement. Other terms of this Agreement will survive termination or expiry of this Agreement where it is necessary for it to do so to enable a party to enforce a right accrued on or before termination or expiry.
- 34.4 It is not necessary for us to incur an expense or make a payment before enforcing a right of indemnity conferred by this Agreement.
- 34.5 If any part of this Agreement is unlawful, unenforceable or invalid, that part will be treated as removed from the Agreement, but the rest of the Agreement is not affected.

## 35. DEFINITIONS

The following definitions apply in this Agreement unless the context requires otherwise.

**Approval** means any licence, permit, consent, authorisation, approval, registration, determination, certificate, exemption, filing, notice, qualification or other requirement (and any conditions attached to any of them) of or issued by any Regulatory Authority that must be obtained, held or satisfied by a party to supply, perform, receive or use the services to be supplied or perform that party's obligations under this Agreement or otherwise in relation to this Agreement.

**Assignment and Novation Form** means the form of that name which is incorporated into this Master Agreement (or a copy in the same terms as that form).

**Assignment Date** means the date the Assignment and Novation Form is signed by both you and the Owners Corporation.

**Australian Standards** means the standards developed and approved by or on behalf of Standards Australia Limited ABN 85 087 326 690 and designated as an "Australian Standard".

**Business Day** means a day which is not a Saturday, Sunday or a state-wide public holiday in the state in which the Premises is located.

**Centralised Energy Equipment** means:

- (a) the apparatus, equipment and accessories installed by us or our subcontractor at the Premises as set out in a Supply Order; and
- (b) the Remote Electronic System, where set out in a Supply Order, unless expressly stated otherwise in these Master Agreement Terms.

**Common Property** means all the areas of the Premises which are owned or controlled by you including the areas shown as common property on the Plan.

**Confidential Information** means:

- (a) this Master Agreement;
- (b) any Supply Order;
- (c) all information relating to the value of the Centralised Energy Equipment or Remote Electronic System disclosed or made available to a party by or on behalf of the other party; or
- (d) all information a party derives or produces, whether in whole or in part, from the information disclosed under paragraphs (a) to (c).

**Customer** means any person who enters into a contract with us for the purchase of, or who uses (without having agreed to a written contract with us), Retail Services at the Premises. Where you are supplied with Retail Services, Customer includes you.

**Date of Assignment** means the date on which effective assignment and novation of this Master Agreement and all Supply Orders occurs as contemplated in clause 17.

**Defect** means, with respect to the Centralised Energy Equipment, Premises or any Premises Party Infrastructure:

- (a) any error, defect, omission, deficiency, non-conformity, fault, failure, malfunction or discrepancy of any type and howsoever arising, whether or not in comparison against any Regulatory Requirement, Australian Standard, Approval or any warranty or guarantee (including a performance warranty or guarantee) (as the context requires); or
- (b) any other failure to comply with the requirements of this Agreement.

**Dispute Notice** has the meaning given in clause 21.2.

**Due Date** means the date for payment set out on the Invoice.

**Encumbrance** includes any mortgage, charge, pledge, lien, encumbrance, assignment, security interest, title retention, possessory right, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person by way of security for the payment of a debt or any other obligation.

**Excluded Loss** means any:

- (a) loss of contract, profit, revenue or anticipated savings;
- (b) loss of or damage to, reputation, credit rating or goodwill;
- (c) loss or denial of opportunity;
- (d) loss of access to markets;
- (e) overheads and wasted expenditure;
- (f) financing costs;
- (g) special, incidental or punitive damages; or
- (h) any loss or damage arising from special circumstances that are outside the ordinary course of things,

however, arising in respect of any circumstances under or in connection with this Agreement, and regardless of whether a claim for same is made under this Agreement, a Regulatory Requirement, tort, negligence, strict liability, under an indemnity or a warranty, in equity or otherwise.

**Final Drawings** means the final version of the Proposed Drawings.

**Force Majeure** means, with respect to an obligation of a party under this Agreement, any event or circumstance occurring on or after the Start Date that:

- (a) is not within the reasonable control of that party;
- (b) could not be prevented, overcome or remedied by the exercise of due diligence and Good Industry Practice by that party; and
- (c) results in that party being unable to meet or perform that obligation or delays its ability to do so.

**Good Industry Practice** means, in relation to any activity, the standard of skill, care, diligence and workmanship that would be exercised by a skilled person who is experienced in carrying out activities of the same or similar nature.

**GST law** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Insolvency Event** means a party becomes insolvent, bankrupt or otherwise cease trading or a liquidator, receiver, administrator or similar official is appointed to the party or all of the assets of the party or the party is otherwise unable to pay its debts as and when they fall due.

**Installation Value** means the value specified in a Supply Order, being the estimated value of the Centralised Energy Equipment including installation cost.

**Interest** means the rate of interest on any day which is the average bid rate for bills having a tenor of 90 days which is displayed on the page of the Reuters Monitor System designated "BBSY" plus 2%, calculated daily, and at our discretion, compounded monthly.

**Liability** includes any loss, damage, liability, cost, charges and expenses.

**Master Agreement Terms** means this document.

**Meter** means a meter installed at the Premises pursuant to a Supply Order to measure Retail Services used by a Customer.

**New Development** means a development where you are undertaking or have undertaken the design and construction of the Premises.

**Origin Company** means Origin Energy Limited ABN 30 000 051 696 and any of its Related Bodies Corporate.

**Owners Corporation** means the body corporate or owners corporation for the Premises whose identity and contact details (including full name, ABN, address for notices, telephone number and contact representative) have been notified to us.

**Personal Information** has the meaning given in the *Privacy Act 1988* (Cth).

**Personnel** means those persons who a party uses to perform that party's obligations, whether an employee, director, officer, representative, contractor, subcontractor, agent of or seconded to, that party or any of its Related Bodies Corporate or otherwise.

**Plan** means:

- (a) if the Premises are in South Australia, the plan of community division and scheme description;
- (b) if the Premises are in Queensland, the plan and community management statement;
- (c) if the Premises are in the Northern Territory, the scheme statement;
- (d) if the Premises are in the Australian Capital Territory, the registered units plan;
- (e) if the Premises are in Western Australia, the registered plan of subdivision;
- (f) if the Premises are in New South Wales, the registered strata plan of subdivision,

set out in item 4 of the Schedule.

**Premises:**

- (a) means the building and land at the address described in item 4 of the Schedule; and
- (b) includes the Common Property; and
- (c) if the Premises is in Queensland or South Australia, then once the Plan is registered, also includes the scheme land (excluding the lots in the scheme).

**Premises Party** means the party specified in item 3 of the Schedule or an Owners Corporation to whom this Agreement is assigned and novated to as contemplated by clause 17.

**Premises Party Infrastructure** means the piping, plumbing, electrical and other infrastructure set out in a Supply Order, but excluding the Centralised Energy Equipment.

**Proposed Drawings** means the proposed drawings specified in a Supply Order.

**Purchaser** means a transferee or assignee of your interest in the Premises.

**Regulatory Authority** means:

- (a) any government or a governmental, quasi-governmental or judicial entity or authority;
- (b) a stock exchange; and
- (c) any other authority, agency, commission, regulator, ministry, department, instrument, tribunal (including any pricing body), enterprise or similar entity,

that has powers or jurisdiction under any Regulatory Requirement over a party or any act relating to this Agreement.

**Regulatory Requirement** means:

- (a) any act, regulation or other statutory instrument or proclamation of any applicable jurisdiction in which any act or obligation in connection with this Agreement is or is to be carried out or regulated;

- (b) any applicable law, whether of a legislative, equitable or common law nature;
- (c) any applicable Australian Standards and codes (including voluntary codes with which we or any of our Related Bodies Corporate have committed to comply); and
- (d) any judgment, decree or similar order with mandatory effect or any binding requirement or mandatory approval of a Regulatory Authority, including any Approval,

relevant to the supply, performance, receipt or use of the services to be supplied, or to the performance of a party's obligations, under this Agreement or otherwise relevant to a party.

**Related Body Corporate** has the meaning given in the *Corporations Act 2001* (Cth).

**Remote Electronic System** means the software and hardware used by us to read the Meters remotely.

**Representative** means a party's Personnel and any other officer, director, employee, representative, agent of or seconded to, a party or any of its Related Bodies Corporate.

**Retail Services** means the sale of retail services by us to Customers as described in a Supply Order.

**Retrofit Development** means a Premises that has been constructed and existing infrastructure to provide the Retail Services is in place.

**Schedule** means the schedule to these Master Agreement Terms.

**Start Date** means the date specified in Item 1 of the Schedule or, if no date is specified, the date by which this Master Agreement is signed by both the original Premises Party and us.

**Supply Order** means a supply order established and signed pursuant to this Agreement in respect of particular Centralised Energy Equipment.

**Supply Term** means, in respect of a Supply Order, the term of the Supply Order as specified in it.

**Term** means the period from the Start Date until the earlier of:

- (a) the date of effective assignment and novation as contemplated by clause 17; and
- (b) termination of this Agreement.

**Trust** means the trust identified in item 3 of the Schedule (if applicable).

**Your Centralised Energy Equipment Approvals** means the Approvals or the connections, consents, confirmations, reports, opinions, agreements or other requirements, by, from or with, third parties that must be obtained for the installation and operation of the Centralised Energy Equipment, and which you must obtain in accordance with a Supply Order.

### 36. INTERPRETATION

Unless otherwise stated:

- (a) a reference to this Agreement or another document includes any variation or replacement of any of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, code or other law includes regulations and other instruments or directives under it and consolidations, amendments, re-enactments or replacements of any of them;



- (d) a person includes any type of entity or body, whether or not it is incorporated or has a separate legal identity, and any executor, administrator, successor or permitted assigns;
- (e) a reference to a body (other than a party) which ceases to exist, or whose powers or function are transferred to another body, is a reference to the body which replaces it or substantially succeeds to its powers or functions;
- (f) specifying anything after the words "include" "including", "for example" or similar expression does not limit what is included;
- (g) the expression "relating to" and similar grammatical expressions includes arising from, concerning or in connection with (whether directly or indirectly);
- (h) a reference to a Liability incurred or suffered by us includes Liabilities of our Related Bodies Corporate relating to the relevant matter;
- (i) a reference to a variation of a Charge includes introducing a new charge;
- (j) a reference to "this Agreement" in these Master Terms is to be read as a reference to the Master Agreement or a Supply Order as the context requires.



## SUPPLY ORDER – METERING EQUIPMENT FOR EMBEDDED NETWORKS

This Supply Order is between the Origin entity set out in the Origin Details section (referred to as "us", "we" or "our") and the Premises Party specified in the Schedule (referred to as "you" or "your").

**Origin details ("we, us, our"):** Origin Energy Electricity Limited ABN 33 071 052 287

**Premises Party details ("you, your"):** Cbus Property Brisbane Pty Ltd. ACN: 169 683 292.

**Address for notices:** Suite 3, Level 22, 345 Queen Street, Brisbane, Queensland 4000

**Supply Order Date:** The date this Supply Order is executed by the last party.

**Originating Master Agreement Reference Number:** MH443QUEEN301019

### 1. SUPPLY ORDER TERMS

- 1.1 This Supply Order sets out the terms upon which we will provide the Centralised Energy Equipment to you and offer to supply Retail Services to Customers.
- 1.2 The terms of this Supply Order comprise:
  - (a) the terms set out in this Supply Order; and
  - (b) the terms set out in the Master Agreement Terms, which are incorporated into this Supply Order by reference (as if set out in full).

### 2. SUPPLY TERM

- 2.1 The period from the date this Supply Order is executed by the last of the parties to do so until the effective termination of this Supply Order.

### 3. SPECIAL CONDITIONS (REFER CLAUSE 1.2(C) MASTER AGREEMENT TERMS)

- 3.1 From no later than the date the Premises is permanently connected to the national electricity market, and then for the remainder of the Supply Term, you:
  - (a) must ensure that we are the account holder for the sale of electricity to, and Financially Responsible for, the Gate Meter;
  - (b) appoint us as the Embedded Network Manager to provide Embedded Network Management Services for the Premises;
  - (c) must ensure that you have, and continue to have, any registration, authorisation or exemption required in relation to the Premises, including in accordance with the AER (Retail) Exempt Selling Guideline and the AER NSP Registration Exemption Guideline, as those documents are amended or replaced from time to time; and
  - (d) must provide reasonable assistance required to facilitate our compliance with any Regulatory Requirement relating to our role as the Embedded Network Manager for the Premises.

- 3.2 In this Supply Order:

**Embedded Network Management Services** has the meaning given to that term in the National Electricity Rules.

**Embedded Network Manager** has the meaning given to that term in the National Electricity Rules.

**Gate Meter** means the meter that records the total amount of electricity supplied from the national electricity market to the Premises.

**Financially Responsible** has the meaning given to that term in the National Electricity Rules.

**Installation Value** has the meaning given to it in clause 8.2 of this Supply Order.

### 4. CENTRALISED ENERGY EQUIPMENT

- 4.1 Centralised Energy Equipment to be provided (Refer clause 6 Master Agreement Terms)

The quantities and items below are based on the information provided by you before the date this Supply Order is executed by the last party. If that information changes, then we may vary the quantities and items by notice to you.

| Item description                             | Quantity |
|--|----------|
| EDMI MK7C Single Phase                       | 264      |
| EDMI MK10A Three Phase (Whole Current)       | 3        |
| EDMI MK10A Three Phase (Current Transformer) | 2        |
| Remote Electronic Meter Reading System       | 1        |

- 4.2 Purpose of Centralised Energy Equipment (Refer clause 6.3(b) Master Agreement Terms)

The purpose of the Centralised Energy Equipment is its usual purpose within the meaning of the National Measurement Institute Pattern Approval Requirements NMI M 6-1 and NMI M 6-2.

- 4.3 Access and security requirements for Centralised Energy Equipment (Refer clauses 7.3(c) and 10.1(a) Master Agreement Terms "Nil")
- 4.4 Connection of Centralised Energy Equipment to the Premises Party Infrastructure (Refer clause 5.7 Master Agreement Terms)

You must connect the Centralised Energy Equipment to the Premises Party Infrastructure.

**5. DRAWINGS (REFER CLAUSE 5.5 MASTER AGREEMENT TERMS)**

- 5.1 Drawings to be provided are the electrical schematic drawings for the Premises.
- 5.2 Proposed Drawings must be provided before the main switchboard has been manufactured.
- 5.3 If the electrical schematic drawings for the Premises change, you must provide to us the updated electrical schematic drawings within 14 days.

**6. PREMISES PARTY INFRASTRUCTURE (REFER CLAUSE 5 MASTER AGREEMENT TERMS)**

- 6.1 The Premises Party Infrastructure includes:
  - (a) the embedded electrical network, that is, the system of electric lines, switchboards and other hardware, used by you to take delivery of electricity from a distribution system and distribute electricity within the Premises;
  - (b) the Gate Meter; and
  - (c) the equipment set out in clauses 6.2 and 6.3 below.
- 6.2 For whole current metering installations you must provide the following equipment:
  - (a) Metering panels and associated wiring. Meter panels must be constructed of insulating material and:
    - (i) comply with Australian Standard 3439 or the equivalent international standard developed by the International Electrotechnical Commission; and
    - (ii) be suitable for their intended use and environment, including exposure to ultra violet where exposed to daylight.
  - (b) Supply fuse, to be installed upstream of each metering installation.
- 6.3 For current transformer metering installations you must provide the following equipment:
  - (a) Metering panels and current transformer chambers. Meter panels must be constructed of insulating material and:
    - (i) comply with Australian Standard 3439 or the equivalent international standard developed by the International Electrotechnical Commission; and
    - (ii) be suitable for their intended use and environment, including exposure to ultra violet where exposed to daylight.
  - (b) Continuous conduit draw wire.
  - (c) Current transformer chambers with 32-amp fuses.

**7. RETAIL SERVICES AND RETAIL SERVICES TERMS (REFER CLAUSE 11 MASTER AGREEMENT TERMS)**

- 7.1 In this Supply Order, Retail Services means the sale of electricity by us, and associated meter reading, billing and collection services.
- 7.2 We will offer to supply Retail Services to the Customers incorporating electricity usage rates that are:
  - (a) set on a date chosen by us which will be a date after the Start Date but before we begin to enter into agreements for the Retail Services with individual Customers who elect to take up our offer (**Set Date**);
  - (b) re-set by us in each successive year in January, if the Customer is in Victoria, or in July, if the Customer is in New South Wales, South Australia, Queensland, the Australian Capital Territory or Western Australia, or at any other time in our absolute discretion (**Re-set Date**);
  - (c) at least as favourable, on the Set Date or any Re-set Date, as our best generally available published peak anytime rate under a single-fuel electricity offer for similar customers in the same distribution area not supplied via an embedded network.

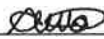
**8. VALUATION (REFER CLAUSE 16 OF THE MASTER AGREEMENT TERMS)**

- 8.1 The valuation of the Centralised Energy Equipment will be calculated as follows:
 

The value of the Centralised Energy Equipment will be the book value of the Centralised Energy Equipment as documented in our accounting records pertaining to the date of termination. The book value is updated by us on a regular basis taking into account depreciation and using accounting standard principles. The value of the Centralised Energy Equipment also incorporates our installation costs. It will not exceed the estimated Installation Value.
- 8.2 The Installation Value of the Centralised Energy Equipment is:
  - (a) \$80,746.44 inclusive of GST at the current rate of 10%
  - (b) If the current rate of GST changes, the GST inclusive amount will be recalculated based on the GST exclusive amount which is \$73,405.85

EXECUTED as an agreement

SIGNED for and on behalf of Origin Energy Electricity Limited ABN 33 071 052 287 by its duly authorised representative in the presence of:

  
Adrian Wardle (Nov 11, 2019)

Signature of authorised representative

Adrian Wardle

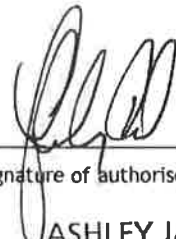
Name of authorised representative

National Sales Manager

Title of authorised representative

Date 11/11/2019

SIGNED for and on behalf Cbus Property Brisbane Pty Ltd. ACN: 169 683 292 by its duly authorised representative in the presence of:

  
Signature of authorised representative  
ASHLEY JAMES REED

Name of authorised representative

  
Title of authorised representative

Date 6/11/19

  
Signature of authorised representative  
CHRISTOPHER ANDREW KAKOUFAS

Name of authorised representative

  
Title of authorised representative

Date 7/11/19



## SUPPLY ORDER – SERVICED HOT WATER – NATURAL GAS – NEW DEVELOPMENT

**Origin details ("we, us, our"):** Origin Energy Retail Limited ABN 22 078 868 425

**Premises Party details ("you, your"):** Cbus Property Brisbane Pty Ltd ACN 169 683 292

**Address for notices:** Suite 3, Level 22, 345 Queen Street, Brisbane, Queensland 4000

**Supply Order Date:** The date this Supply Order is executed by the last party.

**Originating Master Agreement Reference Number:** MH443QUEEN301019

### 1. SUPPLY ORDER TERMS

- 1.1 This Supply Order sets out the terms upon which we will provide the Centralised Energy Equipment to you and offer to supply Retail Services to Customers.
- 1.2 The terms of this Supply Order comprise:
  - (a) the terms set out in this Supply Order; and
  - (b) the terms set out in the Master Agreement Terms, which are incorporated into this Supply Order by reference (as if set out in full).

### 2. SUPPLY TERM

- 2.1 The period from the date this Supply Order is executed by the last of the parties to do so until the effective termination of this Supply Order.

### 3. SPECIAL CONDITIONS (REFER CLAUSE 1.2(C) MASTER AGREEMENT TERMS)

- 3.1 You must pay us the Retail Services fee which is the sum of any amounts owing to us for Retail Services from Customers after the due date where we do not have the Customer's contact details and you have not used reasonable endeavours to assist us to obtain those details.
- 3.2 You must, at no cost to us, allow us or our subcontractor to use cranes located at the Premises for the purpose of installing the Centralised Energy Equipment.
- 3.3 You must provide a route by which we can remove and replace the water heating system which is suitable for the dimensions of the water heating system, via either the building lift system ) or stairwells (as appropriate based on the location of the water heating system).
- 3.4 The hot water Meters form part of the Centralised Energy Equipment and we will supply these. You must install them and your obligations in clause 5.2 of the Master Agreement Terms apply to that installation. Once installed, we or our subcontractor will operate, maintain and repair the Meters. Our obligations relating to installation and commissioning in the Master Agreement Terms, including in clauses 6.1 and 6.3(c), do not apply to the Meters. You must install the Meters as follows:
  - (a) in accordance with the proposed Meter arrangement we provide to you;
  - (b) each Meter must have a shut-off valve supplied and installed by you immediately upstream of the Meter; and
  - (c) you must verify each Meter's serial number with us during commissioning to our satisfaction.
- 3.5 Natural gas reticulation requirements:
  - (a) the internal natural gas reticulation system must be installed in accordance with AS/NZS5601 (Gas Installations);
  - (b) all pipes used for the internal natural gas reticulation system are to be supplied, installed and tested in accordance with AS/NZS5601 and at a maximum supply pressure of 3kPa;
  - (c) where gas cook tops are to be fitted in units in the Premises the gas take-off for the cook tops must be located downstream of the gas network meter;
  - (d) each unit cook top must have an Australian Gas Association appliance-rated regulator capable of accepting up to 5kPa supply pressure;
  - (e) you must provide us with the compliance certificate for the internal natural gas reticulation system as soon as practicable after the certificate is issued.
- 3.6 Connection of the Premises to the natural gas network
  - (a) This Supply Order does not cover connection of the Premises to the natural gas network.
  - (b) You will need to enter a separate agreement with the natural gas network owner or operator for that work and the installation of the gas network meter. That agreement may require you to contribute to the costs of the work required to connect the Premises to the natural gas network. If so that amount will be payable by you.

## SUPPLY ORDER – SERVICED HOT WATER – NATURAL GAS – NEW DEVELOPMENT

- (c) If the Premises is in Queensland, you must complete a compliance certificate for each gas system (the gas network meter and each sub meter) and provide copies of these certificates to us within 30 days of completion as required by the Petroleum & Gas (Production and Safety) Regulation 2004.

### 4. CENTRALISED ENERGY EQUIPMENT

#### 4.1 Centralised Energy Equipment to be provided (Refer clause 6 Master Agreement Terms)

The Premises is a New Development.

The quantities and items below are based on the information provided by you before the date this Supply Order is executed by the last party. If that information changes, then we may vary the quantities and items by notice to you.

| Item description   | Quantity |
|--|----------|
| Water Heating System (Rheem TPE12NBD/2430 or similar) which will heat water to the specified temperature of 65 degrees Celsius. Note: all tempering of hot water is to be completed after the individual unit's hot water meter. | 1        |
| Meters   | 268      |
| Remote Electronic Systems  | 1        |

#### 4.2 Usual purpose of Centralised Energy Equipment (Refer clause 6.3(b) Master Agreement Terms)

Not specified.

#### 4.3 Access and security requirements for Centralised Energy Equipment (Refer clauses 7.3(c) and 10.1(a) Master Agreement Terms)

You must provide us or our subcontractor with access to the Centralised Energy Equipment 24 hours per day, 7 days per week, by either:

- (a) installing Origin Energy mastered locks to plant rooms where the water heating system is located and at least one building entrance door; or
- (b) fitting a "lock box" with an Origin Energy master-keyed padlock and containing the required building access keys at any suitable entrance.

#### 4.4 Connection of Centralised Energy Equipment to the Premises Party Infrastructure (Refer clause 5.7 Master Agreement Terms)

You must connect the Centralised Energy Equipment to the Premises Party Infrastructure.

### 5. DRAWINGS (REFER CLAUSE 5.5 MASTER AGREEMENT TERMS)

#### 5.1 Drawings to be provided are detailed plans for the Premises showing:

- (a) the number of units in the Premises;
- (b) the space allocated for the Centralised Energy Equipment and where this space is (for example roof, basement, garage;
- (c) all specifications relating to the plant area where the water heating system will be located, including roof and wall openings, louvers, drain points, adequate door clearances;
- (d) any retail areas of the Premises; and
- (e) any installations that use a large amount of hot water, for example spas and pools.

#### 5.2 Drawings to be provided as soon as practicable after the date this Supply Order is executed by the last party.



## SUPPLY ORDER – SERVICED HOT WATER – NATURAL GAS – NEW DEVELOPMENT

### 6. PREMISES PARTY INFRASTRUCTURE (REFER CLAUSE 5 MASTER AGREEMENT TERMS)

#### 6.1 The Premises Party Infrastructure Includes:

- (a) the hot water reticulation system, including:
  - (i) all hot water flow and return piping, including the building recirculation pumps, ensuring that the entirety of the pipe work is:
    - (A) fabricated from Type B copper tube or Polypropylene materials which are AS 3500 approved and capable of operating at 65°C;
    - (B) insulated and tightly air-sealed with a minimum thickness of 20mm Thermotec® pipe insulation (R0.6 thermal resistance) or direct equivalent; and,
    - (C) sized correctly for 65°C hot water flow rates;
  - (ii) individual hot water tempering valves throughout the complex downstream of the Individual apartment's hot water Meter;
  - (iii) hot water reticulation pump/s and all flow and return pipe work and pipe insulation for the purpose of efficiently delivering hot water throughout the Premises such that thermal losses are permanently minimised and meet the requirements of AS:NZS3500;
  - (iv) where the water heating system is located in an external plant room/s, include UV protected cladding for all insulated pipe work within the plant area as per AS:NZS3500;
  - (v) provision of cold water supply to the plant room/s where the water heating system is located, which is pressure limited to a maximum of 500kPa. Alternatively, cold water pressure boosting may need to be provided where the water heating system is located on the same level as the Premises' storage water tank;
- (b) the cooker gas reticulation system, being the gas pipes and related infrastructure through which unmetered natural gas is reticulated from the gas network meter for the Premises to each unit in the Premises for use in gas cookers;
- (c) configuration and fluing for the plant room/s where the water heating system is located:
  - (i) provision of adequate space for the water heating system that is suitably waterproofed & drained to an operable floor drain. The space must be clear and unobstructed space, with an external wall or on the roof top to facilitate ventilation, as follows:
    - (A) dimensions: minimum unrestricted area of 6,000 x 2,500 (mm)
    - (B) proposed locations: external on the roof
  - (ii) where the water heating system is covered by a roof structure, each water heating system must be flued either by natural fluing or power fluing in compliance with AS:NZS5601.
- (d) all building penetrations required for the installation of the Centralised Energy Equipment;
- (e) the required single-phase and/or three-phase electrical connections (weather proofed to IP56 where external) for all equipment including:
  - (i) each water heating system;
  - (ii) modem for remote readings;
- (f) gas network meter:
  - (i) provision of a suitable location for the gas network meter and regulator to be permanently situated external to the Premises and readily accessible by the natural gas network owner or operator which must be:
    - (A) within the Premises boundary by not more than 1 – 2 metres; and
    - (B) compliant with all Regulatory Requirements (including ventilation, accessibility, hazard protection);
  - (ii) the gas network meter must be designed to cope with the following peak loads:
    - (A) water heating system (2,460 MJ/hr);
    - (B) unit cook tops (1,056 MJ/hr - diversified); and
    - (C) any other consumption of natural gas via the gas network meter at the Premises.

## SUPPLY ORDER – SERVICED HOT WATER – NATURAL GAS – NEW DEVELOPMENT

### 7. RETAIL SERVICES (REFER CLAUSE 11 MASTER AGREEMENT TERMS)

7.1 In this Supply Order, Retail Services means:

- (a) The sale of water heating services by us, and associated meter reading, billing and collection services. You or the Customer must continue to pay the relevant water utility provider for the water itself. We are not responsible for reticulating the heated water from the Water Heating System to each unit in the Premises – you are responsible for this.
- (b) The sale of cooker gas services by us and associated billing and collection services. We are not responsible for reticulating the cooker gas from the gas network meter for the Premises to each unit – you are responsible for this.

### 8. VALUATION (REFER CLAUSE 16 OF THE MASTER AGREEMENT TERMS)

8.1 The value of the Centralised Energy Equipment (excluding the Remote Electronic System) is calculated as follows:

| Number of years after the Date of Installation that this Supply Order is terminated or expires. | Value of Centralised Energy Equipment (excluding Remote Electronic System) |
|---|--|
| Up to 5   | Installation Value   |
| between 5 and 6   | 50% of Installation Value  |
| between 6 and 7   | 40% of Installation Value  |
| between 7 and 8   | 30% of Installation Value  |
| between 8 and 9   | 20% of Installation Value  |
| between 9 and 10  | 10% of Installation Value  |
| Year 10 (or after)  | Valuation by an independent accredited valuer.                             |

8.2 The Installation Value of the Centralised Energy Equipment is:


- (a) \$104,897.10 inclusive of GST at the current rate of 10%.
- (b) If the current rate of GST changes, the GST inclusive amount will be recalculated based on the GST exclusive amount which is \$95,361

8.3 In this Supply Order, Date of Installation means the date we start providing Retail Services to Customers in the Premises as determined by us.

## SUPPLY ORDER – SERVICED HOT WATER – NATURAL GAS – NEW DEVELOPMENT

EXECUTED as an agreement

SIGNED for and on behalf of Origin Energy Retail Limited  
ABN 22 078 868 425 by its duly authorised representative  
in the presence of:

  
\_\_\_\_\_  
Adrian Wardle (Nov 11, 2019)

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Adrian Wardle


\_\_\_\_\_  
Name of authorised representative

\_\_\_\_\_  
National Sales Manager

\_\_\_\_\_  
Title of authorised representative

\_\_\_\_\_  
Date 11/11/2019

SIGNED for and on behalf of Cbus Property Brisbane Pty  
Ltd, ACN 169 683 292 by its duly authorised representative  
in the presence of:

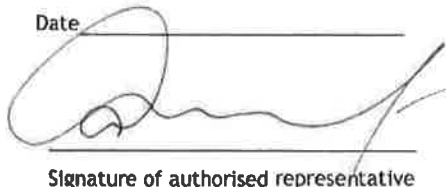
  
\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
ASHLEY JAMES REED

\_\_\_\_\_  
Name of authorised representative

  
\_\_\_\_\_  
Title of authorised representative

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
CHRISTOPHER ANDREW KAKOUFAS

\_\_\_\_\_  
Name of authorised representative

  
\_\_\_\_\_  
Title of authorised representative

\_\_\_\_\_  
Date 7/11/19



# **ALARM AGREEMENT**

(follows this page)

# APPLICATION FOR TRANSFER OF ALARM MONITORING

## FIRE ALARM MONITORING

QUEENSLAND FIRE & EMERGENCY SERVICES



Phone: 1800 289 785 Fax: 3624 7901

Email: [gfes.alarms@qfes.qld.gov.au](mailto:gfes.alarms@qfes.qld.gov.au)

Post: PO Box 620 Albion QLD 4010

**Fire Communication Alarm (FCA) No:** 54356-01

### SECTION 1 IMPORTANT INFORMATION

A Transfer Charge is payable as per the Schedule of Fees and Charges and will be invoiced according to the account details provided.

### SECTION 2 PREMISES DETAILS

Name of Premises: 443 Queen Street

Registered Address: 443 Queen Street, Brisbane City

State: QLD

Postcode: 4000

Date of Settlement: 1.11.2023

Lot/Plan No.: Common Property on SP284675

### SECTION 3 NEW REGISTERED OWNER DETAILS

Company or Business Name: Body Corporate for 443 Queen Street CTS 56097

Contact Name: c/- Brad Jones, SSKB

Postal Address: Level 3, 270 Adelaide Street

Suburb: Brisbane

State: Qld

Postcode: 4000

Contact Daytime Phone: (07) 3010 5555

Mobile:

Email: [bjones@sskb.com.au](mailto:bjones@sskb.com.au)

Fax No.: (07) 3010 5500

ABN:

ACN:

### SECTION 4 PROPERTY MANAGER DETAILS (if applicable)

Property Manager's Name: James Crowther

Daytime Contact No.:

Mobile: 0404866405

Email Address: [bm@443queenst.cam.qld](mailto:bm@443queenst.cam.qld)

### SECTION 5 INVOICING DETAILS

Who will QFES be invoicing for Alarm Charges?

Owner ☒ \*Tenant ☐ \*Third Party ☐  
\*Refer to conditions on Page 2

Account Name: Body Corporate for 443 Queen Street CTS 56097

Postal Address: c/- SSKB, Level 3, 270 Adelaide Street

Suburb: Brisbane

State: QLD

Postcode: 4000

ABN Details:

ACN Details:

Contact Person: Brad Jones

Daytime Contact Phone: (07) 3010 5555

Mobile:

Email: bjones@sskb.com.au

Fax No:

(07) 3010 5500

## SECTION 6 TERMS AND CONDITIONS

### Tenant

By requesting that the Tenant be invoiced, the Premises Owner acknowledges:

- That both the Premises Owner and the Tenant will need to sign Annexure B to the Alarm Management Agreement between the Owner and the State of Queensland.
- The Tenant will receive invoices relating to Fire Alarm Monitoring and Unwanted Alarm Activations from the QFES and will be responsible for remittance of these invoices.
- That in the event of default and or non- payment of any invoices from the QFES to the stated Tenant, the Owner will be held liable for remittance.
- If the QFES receives written correspondence from the Tenant advising that they wish to cease current arrangements, all invoices outstanding and issued henceforth will be done so to the Premises' Owner.
- The Premises Owner will notify the QFES in writing within 14 days of any change to the tenancy agreement.
- That notwithstanding the fact that the QFES will invoice the Tenant in accordance with this Agreement, the Owner remains legally liable for any and all payments payable in accordance with an Alarm Management Agreement between the Premises Owner and the State of Queensland.

### Third Party

By requesting that a Third Party be invoiced, the Premises Owner acknowledges:

- That both the Premises Owner and the Third Party will need to sign Annexure C to the Alarm Management Agreement between the Owner and the State of Queensland.
- The Third Party will receive invoices relating to Fire Alarm Monitoring and Unwanted Alarm Activations from the QFES and will be responsible for remittance of these invoices.
- That in the event of default and or non- payment of any invoices from the QFES to the stated Third Party, the Owner will be held liable for remittance.
- If the QFES receives written correspondence from the Third Party advising that they wish to cease current arrangements, all invoices outstanding and issued henceforth will be done so to the Premises Owner.
- That notwithstanding the fact that the QFES will invoice the Third Party in accordance with the Premises Owner's request, the Premises Owner remains legally liable for any and all payments payable in accordance with an Alarm Management Agreement between the premises owner and the State of Queensland.

## SECTION 7 PREVIOUS OWNER DECLARATION

Company or Business Name:

CBUS Property Brisbane Pty Ltd ~~X~~

ABN/ ACN:

ACN 169 683 292

I/We hereby apply for the transfer of alarm connection to a new applicant and confirm that NO:

- Alterations have been made to the alarm system;
- Renovations have been made that may impact on the fire safety structure of the building.

Name of Authorised Signatory

Position of Signatory

ADRIAN POZZO

RACHEL TAYLOR

DIRECTORS

Signature:

Date



20 October 2023



## SECTION 8 NEW OWNER DECLARATION

- (i) I/We hereby confirm that I am/We are the new registered proprietor/s of the premises.
- (ii) I/We hereby apply for the transfer of the alarm connection with respect to the premises from the Previous Owner to me/us as the New Owner.
- (iii) I/We acknowledge that the premises are subject to an Alarm Management Agreement between the State of Queensland and the Premises Owner and hereby acknowledge and agree to be bound by the terms of the said Agreement.
- (iv) I/We hereby acknowledge and agree that the QFES requires that I/We enter into a new Alarm Management Agreement between me/us and the State of Queensland, as a condition of this Transfer.
- (v) I/We as the premises owners acknowledge that we are liable for all payment of fees and charges pursuant to Section 128C of the *Fire and Emergency Service Act (1990)*.

### Authorised Signatory 1 Name

Robert Kern - Chairperson / secretary for 443 Queen Street CTS 56097

### Signature 1



Date:

10/10/23





### Queensland Fire & Emergency Services

|   |   |              |               |                           |
|---|---|--------------|---------------|---------------------------|
| <b>Premises Owner Name:</b>               | CBUS PROPERTY BRISBANE PTY LTD                    |              |               |                           |
| <b>ACN or ABN:</b>                        | 169 683 292                                       |              | FCA: 54356-01 |                           |
| <b>Premises Owner Registered Address:</b> | Street Number:                                    | LEVEL 14 447 | Street Name:  | COLLINS STREET            |
|   | Suburb:   | MELBOURNE    | Post Code:    | 3000                      |
| <b>Premises Name (if any):</b>            | FOUR HUNDRED AND FORTY THREE QUEEN ST RESIDENTIAL |              |               |                           |
| <b>Premises Address:</b>                  | Street Number:                                    | 443          | Street Name:  | QUEEN STREET              |
|   | Suburb:   | BRISBANE     | Post Code:    | 4000                      |
| <b>Real Property Description</b>          | Lot and Plan Number                               | CP SL 805627 | OR            | Title Reference: 18014250 |

**Alarm Management Agreement between the Premises Owner AND:  
The State of Queensland acting through Queensland Fire and Emergency Services**  
[ABN: 93 035 163 778]

**Executed as an Agreement**

**On behalf of the 'Premises Owner'**

Executed for Cbus Property Brisbane Pty Ltd  
ACN 169 683 292 as trustee for the Brisbane Unit  
under POA date 13 AUGUST 2014 2022 in the  
presence of:

*Christopher Kakoufas*

Signature of attorney

Signature of witness

CHRISTOPHER KAKOUFAS RACHEL TAYLOR.....  
Full name of attorney (print) Full name of witness

Contact phone number of Signatory

By signing this form the signatory confirms that they are authorised to sign this Agreement on behalf of the Premises Owner.

\*Where the Premises Owner is a company the signatory is to be a duly authorised director of the Company. Where the Premises Owner is a Trust, the signatory is to be the Trustee/s of the Trust and a copy of the relevant Trust Deed is to be attached to this Agreement. If the Company (or corporate Trustee) has more than one director, all directors must be signatories.

External Alarm Installation Contractors engaged by the Premises Owner to install the Monitored Equipment or ASE are not authorised to sign this form.

**Privacy Notice:** The personal information you provide will only be used for the purpose of executing this agreement. It will only be disclosed to authorised persons or where disclosure is required to fulfil statutory, administrative or other public responsibilities.

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**On behalf of the State of Queensland acting through Queensland Fire and Emergency Services.**

SIGNED by: \_\_\_\_\_  
Signature

Dated:        /        /

Full Name of Signatory: DAVID D'HAGE

Position of Signatory: MANAGER

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## **1 DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In the Agreement:

**'Act'** means the Fire and Emergency Service Act 1990;

**'Agreement'** means this Agreement and includes any schedules and attachments to this Agreement;

**'Alarm Activation'** means the alarm signal is transmitted by a single ASE device connected to FireNet irrespective of the location of the Monitored Equipment, its' panels and sensors;

**'Alarm Management Plan'** means a plan developed by the Premises Owner and the QFES that in the event of technical failure of the Monitored Equipment which prescribes the method and timeline for the Monitored Equipment to be repaired and recommissioned; and the procedures to protect occupants;

**'Alarm Status'** means the Monitored Equipment has detected any of the following:

- i. An alarm requiring a response by the QFES;
- ii. A fault and the Monitored Equipment is not capable of operating as designed and installed;
- iii. A normal system status;
- iv. An isolated system and/or zone, actioned by the Premises Owner, which temporarily ceases transmitting alarm monitoring signals;
- v. A tamper alert; or
- vi. An alarm testing signal actioned by the Premises Owner;

**'Application of Transfer Form'** means the QFES Form OM 030;

**'Application for Disconnection'** means the QFES Form OM 031;

**'AS'** means Australian Standards published by Standards Australia, as amended from time to time;

**'ASE'** means the Alarm Signalling Equipment connected to the Monitored Equipment that signals to FireNET a change in Alarm Status;

**'BCA'** means the Building Code of Australia as amended from time to time;

**'Commissioner'** means the QFES Commissioner and his or her delegate;

**'Commencement Date'** means either (i) the date when the ASE is installed, tested successfully and commissioned to FireNET; or (ii) the date which this agreement is executed; whichever is the earlier;

**'Connection Charge'** is the fee specified in Schedule 1 varied as notified by the QFES from time to time;

**'Data Link'** means a telecommunication line or other non-standard communication method available such as a Mobile Telephony Link or Ethernet;

**'Disconnection Approval Date'** means the date that the Commissioner approves an Application for Disconnection from FireNET in accordance with Clause 8 of this Agreement;

**'Equipment'** means ASE device, internal antennae, PSTN line, Next G Data Path, limited consumables, End of Line Resistors and Ethernet (where applicable);

**'FCA'** means FireCom Alarm which is a unique numerical identifier used in reference to ASE/s at a Premises;

**'FireNET'** means the QFES Alarm Infrastructure designed to transmit and receive signals of changes in Alarm Activation State from the Monitored Equipment installed at Protected Premises;

**'Full Isolate'** means that any Alarm Status registered at FireNET will not result in an automatic response by the QFES;

**'Keys'** means all keys, swipe cards, security codes/passwords and any other item or information required to enable entry to all parts of the Protected Premises;

**'Mobile Telephony Link'** means a connection to FireNET utilising mobile communication technologies, to provide a communication path through the use of a carrier service provider's mobile network;

**'Monitored Equipment'** means the controlling and ancillary alarm transmission equipment installed at a Protected Premises in accordance with the AS or any relevant successor standard;

**'PSTN'** means Public Switching Telephone Network;

**'Premises Owner'** means the registered proprietor of the Protected Premises being connected to FireNET;

**'Party'** means the Premises Owner or the QFES;

**'Protected Premises'** means a building or part of a building that is:

- i. Fitted with one or more ASE; and
- ii. Physically separate from other buildings at a given location (provided that, in determining whether or not a building is physically separate, common walls, walk ways and service tunnels shall be ignored);

**'QFES'** means the Queensland Fire and Emergency Service;

**'QFES Contractors'** means persons contracted by the QFES to provide products and /or services under this Agreement;

**'Request for Lodgement of Keys'** is the QFES Premises Visit, Contact Details, Key Lodgement Form OM 029;

**'Schedule 1'** means the fee schedule supplied by the QFES varied or substituted from time to time;

**'Specifications'** means the minimum functions required of an ASE set out in the AS and the relevant Acts, Codes and Regulations;

**'Term'** means the period from the Commencement Date to the date that this Agreement terminates or expires in accordance with clause 2; and

**'Unwanted Alarm'** means the activation of a fire alarm system where, after investigation by the QFES, it is deemed the condition or situation would not have resulted in any danger to the Premises and/or occupants from fire.

## 1.2 Interpretation

In this Agreement:

- (a) A reference to any specified provision of this Agreement shall be construed as a reference to that provision as amended, varied or substituted from time to time;
- (b) Words importing the singular shall include the plural and vice versa; words importing a gender shall include each other gender; a reference to a person shall include a reference to an individual, firm, body corporate, association, government or governmental or local authority;
- (c) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it; and
- (d) The headings have been inserted for convenience only and do not affect interpretation.

## 2 TERM

### 2.1 Term

- (a) This Agreement commences on the Commencement Date and continues in force until the earlier of:
  - i. The Commissioner approves an Application for Disconnection in accordance with Clause 8; or

- ii. The Premises Owner ceases to be the owner of the Protected Premises and lodges a completed Application for Transfer Form with QFES signed by both the Premises Owner and the incoming Premises Owner (subject to the terms of Clause 9 below); or
- iii. The Agreement is terminated by the QFES on three (3) months written notice; or
- iv. The Agreement is terminated by the QFES in accordance with Clause 10.

### **3 EQUIPMENT**

#### **3.1 Equipment provided by the QFES**

- (a) The QFES will ensure that the Equipment is installed and maintained (maintenance is limited to warranty services) at QFES' cost. The Premises Owner acknowledges that the QFES may use the QFES Contractors to provide products and services under this Agreement, including all installation and maintenance (warranty services).
- (b) The QFES remains the owner of the Equipment at all times.
- (c) The Premises Owner acknowledges and agrees that any service calls that are not covered by warranty are payable by the Premises Owner and QFES will invoice the Premises Owner accordingly.
- (d) In the event that the Equipment installed at the Protected Premises (including any ASE) is damaged (except where such damage is caused by the acts or omissions of the QFES or QFES Contractors), the Premises Owner will be liable for any cost incurred by the QFES for the repair or replacement of the damaged Equipment.
- (e) Contractors who work on the Equipment must be authorised QFES Contractors otherwise all warranties associated with the Equipment may be voided.

#### **3.2 Communication Services**

- (a) The QFES will use reasonable endeavours to provide a Data Link that shall serve as a telemetry link to FireNET. The PSTN service will connect between the Premises' telephony Point of Connection and FireNET only.
- (b) The Premises Owner agrees that:
  - (i) the cabling required between the Point of Connection and the Monitored Equipment remains the responsibility of the Premises Owner; and
  - (ii) it must provide all required cabling in compliance with AS from the Point of Connection to the Monitored Equipment.
- (c) The Premises Owner acknowledges that the QFES will use reasonable endeavours to ensure the PSTN service referred to in clause 3.2(a) is maintained by a QFES Contractor.
- (d) The Premises Owner acknowledges that QFES will use reasonable endeavours to ensure the Mobile Telephony Link is provided and agrees that the QFES is not liable for any outages to the Mobile Telephony Link.

#### **3.3 Premises Owner's equipment**



- (a) The Premises Owner must, at its own cost, acquire and maintain its own Monitored Equipment, fire detection system, communications equipment and all required hardware and software in good working order in accordance with the provisions of the BCA and all relevant AS, Codes, Acts and Regulations.
- (b) The Premises Owner may, at the sole and absolute discretion of QFES and at the Premises Owner's cost, be required to install additional equipment or provide any necessary infrastructure required for the commissioning of an ASE device.
- (c) The Premises Owner must ensure that the Monitored Equipment complies with all applicable laws, regulations, codes and standards and/or fire engineered solutions, and all requirements of a relevant local government authority.
- (d) Where the QFES becomes aware of a fault in the Monitored Equipment, the QFES may advise the Premises Owner, any emergency contact persons (including the Premises Owner's alarm contractor), of the existence of a fault in the Monitored Equipment at the Protected Premises. The Premises Owner will bear the onus to have the Monitored Equipment maintained and/or repaired at the Premises Owner's expense.

### **3.4 Severe Weather**

- (a) In the event of severe weather occurrences (limited to flooding or cyclone) causing irreparable damage to the ASE such that the device needs to be replaced, the QFES will at its sole and absolute discretion replace its Equipment as referred to in clause 3.1 at its own cost.
- (b) For the avoidance of doubt, replacement or repairs to the Premises Owner's cabling and related equipment as referred to in clause 3.2(b) to which damage is caused by the above weather occurrences will be at the Premises Owner's cost

## **4 ACCESS TO PROTECTED PREMISES**

- (a) The Premises Owner grants to the QFES and the QFES Contractors a licence (for the duration of the Term) to enter the Protected Premises for purposes associated with this Agreement.
- (b) The Premises Owner must provide the QFES with the Keys and a completed and signed Request for Lodgement of Keys prior to the alarm being connected.
- (c) The Premises Owner will contact the station nominated by the QFES to arrange a mutually convenient time for the handover of the Keys, to be conducted at the Protected Premises.
- (d) In the event of conditions of access to a Protected Premises changing (e.g. locks or security codes for entry changing), the Premises Owner must immediately notify the QFES of the change and provide alternative Keys to the Protected Premises and a new Request for Lodgement of Keys.
- (e) The Premises Owner acknowledges that the QFES is not liable for any damage caused to a Protected Premises as a result of reasonable actions taken by the QFES to gain entry to a Protected Premises, whether or not having access to current Keys, where it is deemed by the Commissioner that a necessary action is required to protect the safety of the Protected Premises and its occupants

(including in the event of an Alarm Activation), except where such entry is negligent or a wilful act or omission on the part of the QFES.

- (f) Where the owner does not agree to provide QFES with the Keys and does not submit a completed Request for Lodgement of Keys and does not handover the Keys, the Premises Owner:
- i. acknowledges that QFES strongly recommends that the Premises Owner provide the responding Fire Station with all Keys as may be required to enable access to the Protected Premises;
  - ii. agrees that, despite clause 4 (f) (i), where the Premises Owner will not provide Keys to the Protected Premises, the QFES may, where required, force entry to the Protected Premises to respond to an Alarm Activation pursuant to the Act; and
  - iii. the Premises Owner indemnifies and releases the QFES and its Officers, Servants and Agents from and against all actions which may be brought or made against any of them by any person, including the Premises Owner, arising from the QFES attending an Alarm Activation at the Protected Premises, including any loss or damage caused due to the QFES having to force entry to the Protected Premises in accordance with clause 4(f)(ii).

## **5 ALARM MONITORING**

- (a) In the event of an Alarm Activation, where the Monitoring Centre has not been advised of an alarm test or fault or that the ASE has been taken into Full Isolate or where a fault is signalled:
- i. The QFES will, where appropriate, despatch emergency fire crew(s) to attend to the Protected Premises;
  - ii. The Premises Owner acknowledges that once an emergency fire crew has been dispatched in accordance with Clause 5 (a) (i) above, it cannot be cancelled and/or stopped from attending to the Protected Premises;
  - iii. The Premises Owner agrees that it will not, nor will its employees, agents or contractors, reset or isolate the Monitored Equipment or ASE prior to the arrival at the Protected Premises and investigation by the QFES;
  - iv. The Premises Owner acknowledges that failure to comply with clause 5(a)(iii) may constitute an offence under section 150A of the Act; and
  - v. The Premises Owner will be liable for any charges imposed by the QFES for attendance at unwanted alarms in accordance with section 128H(2) of the Act.
- (b) In the event no obvious cause for the Alarm Activation can be identified and where an Agreed Safety Plan has not been submitted and authorised:
- i. The QFES may temporarily isolate the Monitored Equipment;
  - ii. The Premises Owner will have a service technician inspect the Monitored Equipment:
    - A. Within four (4) hours for an accommodation Premises; or
    - B. Within twenty-four (24) hours for other building types;
- and will advise the QFES when the Monitored Equipment has been returned to normal status; and

- iii. The Premises Owner will promptly take all necessary action to correct all faults in the Monitored Equipment and associated equipment so as to prevent the reoccurrence of the fault/s.
- (c) The QFES will not be liable for any losses or damage caused as a result of the isolation of the Monitored Equipment or isolated zone within the Monitored Equipment except where such loss or damage is the result of a negligent or a wilful act or omission on the part of the QFES.
- (d) Full Isolate
  - i. The Premises Owner acknowledges that the intended purpose of Alarm Monitoring is to provide notification to QFES of an Alarm Status; and that the prescription of Alarm Monitoring is pursuant to the building legislation applicable at the time of the construction of the premises. The Premises Owner further acknowledges that a Full Isolate condition will negate Alarm Monitoring by QFES and means that the prescribed service is not being supplied as required. Accordingly, the Premises Owner acknowledges that they are required to advise QFES if a Full Isolate condition will occur for a period of more than twelve (12) hours.
  - ii. The Premises Owner acknowledges that, if in the sole opinion of the Commissioner, additional measures are required to be taken to ensure the safety of the premises and its occupants, then the Premises Owner bears the onus to see to the implementation of these measures at the cost of the Premises Owner. Such measures are to be implemented within a timeframe to be agreed by the Commissioner.
  - iii. The Premises Owner acknowledges that Full Isolation without first seeking approval from the QFES may result in a breach of section 104D of the Act.

## **6 FEES**

- (a) The Premises Owner will pay to the QFES the fees and charges prescribed or fixed pursuant to section 128C of the Act for the identified services, by a payment method accepted by the QFES.
- (b) All fees are due and payable fourteen (14) days from the date an invoice is issued by the QFES.
- (c) Where the fees and charges referred to in section 6(a) change, the QFES must give notice in writing to the Premises Owner of any such change.
- (d) A breach of clause 6(c) does not invalidate a change in the fees or charges payable under this Agreement.
- (e) Amounts owed under this Agreement as at the date of any termination or assignment of this Agreement remain payable in full by the Premises Owner named in this Agreement.

## **7 RETURN OF EQUIPMENT**

- (a) Upon approved disconnection from FireNET pursuant to Clause 8 of this Agreement, the Premises Owner must ensure all Equipment is returned to the QFES in good working order, fair wear and tear excepted.

- (b) The Premises Owner agrees that it will be liable for the cost of any Equipment which is not returned or where returned is not in good working order, fair wear and tear excepted.

## **8 DISCONNECTION FROM FIRENET**

- (a) If a Premises Owner no longer requires the monitoring of the Monitored Equipment at the Protected Premises, the Premises Owner:
  - i. May, at the sole and absolute discretion of the QFES, be required to engage (at the Premises Owner's cost) a qualified building certifier to assess the request to disconnect the monitored alarm and compliance with the BCA; and
  - ii. Must lodge a completed Application for Disconnection with the QFES and remit the specified fee.
- (b) If, in the sole opinion of the Commissioner, an Application for Disconnection fails to comply with the requirements of the BCA, all relevant AS and fire engineered solutions that require the Protected Premises to have a monitored fire alarm, the QFES may object to an Application to Disconnect and refer the matter to the relevant statutory authority.
- (c) Until the Commissioner approves an Application for Disconnection or this Agreement otherwise terminates, the Premises Owner must comply with the terms of this Agreement (including the payment of all fees and charges in relation to the connection and monitoring of the Protected Premises).
- (d) Upon approval from the Commissioner, the Premises Owner must arrange for an appropriate Contractor to remove all Equipment from the Protected Premises. In the event the Premises Owner wishes to engage a QFES contractor to undertake these works, this will be at the Premises Owner's expense as per Schedule 1. Additionally, The Premises Owner must allow the QFES or the QFES Contractor access to the Protected Premises to remove all Equipment.

## **9 TRANSFER OF PREMISES OWNERSHIP**

- (a) If the ownership of the Protected Premises changes, the Premises Owner must provide the QFES with a completed Application for Transfer Form within 28 days from the date of transfer of ownership of the Protected Premises and ensure QFES has received the specified fee.
- (b) The Application for Transfer Form must be signed by both the Premises Owner and the new Premises Owner.
- (c) The QFES will not refund any fees paid in advance by the Premises Owner under this Agreement and the Premises Owner remains liable under this Agreement until such time as the Application of Transfer Form is approved by the QFES and all monies payable under this agreement by the Premises Owner have been paid in full.
- (d) This Agreement may not be assigned except in accordance with clause 9(a).

- (e) The Premises Owner acknowledges that it remains liable for all fees and other amounts payable under this agreement (including charges for Unwanted Alarms occurring after the Transfer of the ownership of the Protected Premises') if it fails to comply with clause 9 (a) in the event of a change of ownership of the Protected Premises.
- (f) Clause 9(g) and 9(h) only applies if:
  - i. The Protected Premises is yet to be constructed or is in the process of being constructed; and
  - ii. The Premises Owner intends or has contracted to sell the Protected Premises upon completion of construction.
- (g) The Premises Owner must:
  - i. On or before execution of this Agreement, provide the QFES with the proposed date for completion of construction of the Protected Premises ("Construction Completion Date");
  - ii. Notify the QFES within seven (7) days of any change to the Construction Completion Date; and
  - iii. Except where the Protected Premises will be subject to a community titles scheme (in which case clause 9(h) applies), provide the QFES with the details (including name, address, phone number and name of representing agent (if any)) of the buyer of the Protected Premises within seven (7) days of the date of this Agreement or the date that the Premises Owner enters into a contract to sell the Protected Premises (whichever is the later).
- (h) Where the Protected Premises will be subject to a Community Titles Scheme (CTS) or Building Unit Plan (BUP), the Premises Owner must in addition to the requirements of clause 9(g):
  - i. Within seven (7) days of the body corporate of the CTS or BUP being formed, provide the QFES with the name and contact details of the body corporate, including details of any manager or agent proposed to be appointed by the body corporate to act on its behalf in relation to this Agreement; and
  - ii. Cause the body corporate of the CTS or BUP to approve the assignment of this Agreement and to sign (or to authorise its agent to sign) the Application for Transfer form at the first meeting of the body corporate such that the Body Corporate is bound by the terms of this Agreement.

## 10 DEFAULT TERMINATION

- (a) Without limitation, the Premises Owner shall be in default of this Agreement if:
  - i. It fails to pay any moneys payable by it under the Agreement within 30 days of the due date for payment; or
  - ii. It is in default in performing any other obligation under the Agreement, and does not remedy that default within seven (7) days of being required to do so by notice in writing given to it by the QFES.

- (b) Where the Premises Owner is in default of this Agreement under Clause 10(a) or otherwise, the QFES may terminate this Agreement on seven (7) days written notice to the Premises Owner.
- (c) If this Agreement is terminated the Protected Premises will be deemed to be unmonitored and the QFES may, without prejudice to any other rights or remedies of the QFES, seek an injunction under section 104R of the Act to prevent occupation of the building as prescribed by the BCA.
- (d) Notwithstanding the termination of the Agreement in accordance with Clause 10 (b), the Premises Owner remains liable for any and all monies due and payable under this Agreement together with any legal and/or associated costs incurred by the QFES in the recovery of the monies payable by the Premises Owner.

## **11 INFORMATION**

The Premises Owner must notify the QFES of any changes to any information contained in the Agreement within seven (7) days of becoming aware of any such changes.

## **12 NO WAIVER**

No failure to exercise and no delay in exercising, any right, power or remedy under the Agreement will operate as a waiver, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other power, right or remedy by the QFES.

## **13 SEVERANCE**

Any provision of the Agreement, which is prohibited or unenforceable in any jurisdiction, will be severed from the Agreement and as such ineffective in that jurisdiction to the extent of the prohibition or unenforceability. Such severance will not invalidate the remaining provisions of the Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

## **14 ENTIRE AGREEMENT**

The Agreement contains all of the contractual arrangements of the parties regarding the transactions to which it relates. It supersedes all earlier communications, negotiations, arrangements, conduct and Agreements, whether oral or written, by and between the parties in connection with those transactions.

## **15 AMENDMENT**

The QFES reserves the right to amend the terms and conditions contained in this Agreement from time to time and will provide 28 days prior notice in writing, via email or post. The Premises Owner acknowledges QFES' right to alter the Agreement and further acknowledges that updated editions will supersede the current Agreement.

## **16 GOVERNING LAW**

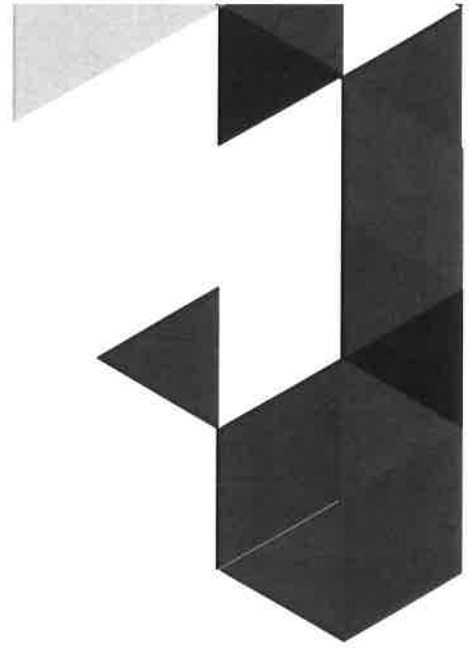
The Agreement is governed by the laws of the State of Queensland. The Parties submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in that State.





# **EV CHARGING INFRASTRUCTURE MAINTENANCE AGREEMENT**

(follows this page)



443 Queen Street

Load Management System (LMS)  
Maintenance & Support Scope of Works

## **Scope of Works – 443 Queen St Load Management System Maintenance and Support**

### Site Maintenance Plan (SMP)

Our Site Maintenance Plan (SMP) defines “what” will be maintained and “when” it will be maintained. Planned (preventative) maintenance activities will be completed at 443 Queen Street in accordance with the attached Site Maintenance Plan (SMP).

### Maintenance Procedure Sheets (MPS)

Our Maintenance Procedure Sheets (MPS) describe in detail “how” each LMS system or item will be maintained. Every LMS system and item to be maintained listed on the Site Maintenance Plan (SMP) is assigned one or more Maintenance Procedure (MPS). Current Maintenance Procedure Sheets (MPS) that will be completed during maintenance at 443 Queen Street are attached for inclusion in this scope of works.

### Data Driven Maintenance

Data generated from planned maintenance activities will be used to identify and prioritize faults and issues with associated LMS systems. Driven Maintenance (DDM) time allowance will be used by Technicians to undertake investigations, adjustments, tuning, and otherwise attempt resolve these identified faults and issues.

The nominated site representative or Facility Manager will be consulted immediately after the completion of all other planned Maintenance Procedures Sheets (MPS), to determine the priority of tasks to be completed during the Driven Maintenance (DDM) time allowance.

Occasionally, the site representative, Facility Manager or other contractors may identify issues they wish to be addressed during Data Driven Maintenance (DDM) time allocation at the next scheduled maintenance period. Requests for tasks to be completed during Data Driven Maintenance (DDM) time can be made via email to [service.qld@deltaba.com.au](mailto:service.qld@deltaba.com.au).

Tasks that cannot be completed during Data Driven Maintenance (DDM) time allocation for the maintenance period, are likely to exceed the allowance for the maintenance period, or require replacement parts, will be quoted and or charged as additional work in accordance with the pricing table below. Unused Data Driven Maintenance (DDM) time allocation is not cumulative and is not transfer to future maintenance periods.

If Data Driven Maintenance (DDM) time is allowed for within this scope of works you will find this on the Site Maintenance Plan (SMP) attached.

### Maintenance Scheduling

Planned and Data Driven Maintenance will be completed, as much as practical, on the same days of the month for each maintenance period. All Planned and Data Driven Maintenance (DDM) maintenance will be complete on a single day or consecutive workdays if required. No allowance has been made to undertake maintenance on non-consecutive days. Initial scheduling of maintenance will be done in consultation with the nominated representative or of the Body Corporate.

All maintenance will be completed during normal business hours. No allowance has been made for any part of the maintenance to be completed outside normal business hours.

#### Maintenance Reporting

Immediately after completion of each maintenance, a Maintenance Report will be generated and emailed by a Delta Building Automation Service Technician, to a nominated email address. An example Maintenance Report is attached for inclusion in this scope of works. The Maintenance Reports will include the following

- The name of the Service Technician completing the maintenance.
- Date the maintenance was undertaken.
- A description of faults and issues, each with an urgency rating, recommend action and or completed and the responsible party.

#### Maintenance Documentation

Maintenance Procedure Sheets (MPS) and Site Maintenance Plan (SMP) are electronic forms which Technicians complete as work is undertaken. Completed MPS and SMP forms are retained and available upon request.

#### Maintenance Meetings

A representative from Delta Building Automation will attend Maintenance meetings shortly after the completing of each maintenance activity. Maintenance meetings will provide a regular and open forum for the Body Corporate's representative, on site managers, Energy Efficiency Consultants, Mechanical contractor, and other relevant parties to discuss and review contact performance, building performance, maintenance activities, quotes, ongoing works, safety issues and other related matters. Scheduling and attendance requirements of the Maintenance meetings will be coordinated with the representative of the Body Corporate.

#### Energy Monitoring, Reporting and Ratings

Provision or support of energy monitoring, energy reporting and analysis, building rating such as NABERS, Green Star and WELLS is not included in this scope of works.

#### enteliWeb Licensing & Firmware

enteliWeb licensing and updates have not been included in this scope of works.

Firmware updates have been included in this scope of works.

#### CopperTree Kaizen licencing

Annual licencing of CopperTree is not included in this Scope of Works.

#### Virus Scanner Software Licencing

Supply, install and update Virus scanner software is not included in this Scope of Works.

#### Meter Validation

Validation of power meters connected to the LMS system has been allowed for in this scope of works and will be completed when identified and prioritised by planned maintenance procedures.

#### Internet, Telephone, SMS

The provision or support of internet, telephone, or messaging services such as SMS for use by the LMS or any other system are not included in this scope of works.

#### Mechanical, Electrical, UPS, Fire, Security, VSD, Lighting Systems

The maintenance or support of Mechanical, Electrical, UPS, Fire, Security, Variable Speed Drive (VSD), non LMS meters or Lighting systems are not included in this scope of works.

#### Full Functional Fire Test

Assistance during fire testing is not included in this scope of works.

#### Call Outs and Remote / Phone Support

Priority response for call outs, and remote and phone Support is available during business hours by contacting our Service Administrators on 1300 517 101 and providing a purchase order via email to [service.qld@deltaba.com.au](mailto:service.qld@deltaba.com.au). A Service Technician can be contacted outside business hours by calling 1300 517 101 and following the prompts. Call Outs, remote and phone support is provided at additional cost as shown in the pricing table below. Typical response times from receipt of an order are as follows.

- Urgent – Within 2 hours
- High – Within 1 business days
- Low – Within 5 business days.

#### Normal Business Hours

Pricing below is based on normal business hours of Delta Building Automation QLD Pty Limited being 9am to 5pm on weekdays excluding public holidays as defined by Australian Capital Territory legislation.

#### Delta Controller Exchange

Replacement Delta Controllers are provided at the pricing shown in the Pricing Table on an exchange basis where Delta Building Automation are engaged to remove existing and install replacement controllers. All replacement Delta Controllers are provided with a conditional twelve (12) month warranty.

#### Comprehensive Maintenance Limit and Parts and Materials

No provision has been made for “comprehensive maintenance” and or a “comprehensive work order limits” within this scope of works. All labour, call out fees, parts, and material for call outs, repairs, and work additional to that described in this scope of works will be charged as per the pricing table below ( subject to prior approval of the Body Corporate to any out of scope works and associated costs).

#### Occupational Health & Safety

The Customer agrees to provide DBA Staff site specific Occupational Health and Safety (OH&S) instructions and information including site inductions as required to execute the Works under this Contract in a safe manner at no cost to DBA. DBA reserves the right to Suspend or Terminate this Contract, without penalty, if, in DBA’s opinion the execution of Works under this Contract cannot be carried out in a safe manner.

#### Limited Liability

Delta Building Automation QLD Pty Limited will not be liable for any direct or indirect loss, damage, action, claims, proceedings, cost, or expense, suffered or incurred arising from any action or delay associated with the execution of works in this scope of works beyond the Delta Controls Building Automation System (LMS) covered in this scope of works. The limitation of liability in this paragraph does not apply to the extent that the loss, damage, action, claims, proceedings, cost, or expense, suffered or incurred are caused or contributed to by the Delta Building Automation QLD Pty Limited, its employees, agents or related entities.

#### Force Majeure

Delta Building Automation QLD Pty Limited will not be liable for any delay or failure in executing, or failure to execute, the Works under this Contract if that delay or failure was due to any cause or circumstance beyond DBA's reasonable control or by its inability to procure services, parts or materials required to execute Works under this Contract.

#### Contract Term

1 November 2023

29 October 2024

This contract is for a term of 364 day, commencing on ..... and ending on .....

Please Email [service.qld@deltaba.com.au](mailto:service.qld@deltaba.com.au) or call 1300 517 101 to discuss these options.

#### Fixed Pricing Term

Maintenance and Additional Labour pricing shown in the Pricing Table are fixed for the term of the contract.

#### Cancellation Fee

A fee equal to 25% of the remain contract will be applied if the contact is cancelled prior to the contract expiry date for any reason beyond the control of Delta Building Automation.

#### Payment Terms

Payment terms are thirty (30) days from the date of invoice.



Assumed Contract Start Date

Pricing below is based on an assumed contract date of \* 2023.

Sole and entire agreement

This scope of works constitutes the sole and entire agreement between Delta Building Automation and the Body Corporate in regard to the Maintenance and Support of the LMS System installed at 443 Queen Street. This scope of works supersedes all prior offers and agreements between the parties on the subject. No other document, unless specifically referenced within in this scope of work, shall be included, or considered part of this scope of work.

### Pricing

| Item No   | Item Description                               | One Year (Excluding GST)<br>Maintenance Contract |
|---|--|--|
| 1   | Bi-Annual LMS Maintenance – SMPv1              | \$3,800.00 per Year<br>\$1,900.00 per Visit      |
| 2   | Remote Assistance - Business Hours (min 1Hr)   | \$175 per hour                                   |
| 3   | Additional Labour – Business Hours (min 2 Hrs) | \$175 per hour                                   |
| 4   | Additional Labour - After Hours (min 2 Hrs)    | \$240 per hour                                   |
| 5   | After Hours Call Out (min 4 Hrs)               | \$240 per hour                                   |
| All labour is rounded up to the nearest half hour increments. |  |  |

- We have not allowed for visual inspections of EV Charger equipment, peripherals.
- We have not allowed for electrical safety checks, test and tagging of the electric vehicle chargers.
- We have not allowed for electrical checks on the distribution boards, contactors etc.



## Site Maintenance Plan (SMP) v1



### 443 Queen St LMS - Site Maintenance Plan (SMP) v1

| Timing      | MPS                          | Related System | Comments |
|-------------|------------------------------|----------------|----------|
| Half Yearly | Load Management System (LMS) | AJ             |          |
|             |                              |                |          |

**Maintenance Procedure Sheet (MPS)**

Below is a brief description of the Maintenance Procedure Sheets included in this scope of works. Maintenance Procedure Sheets (MPS) are 'living' documents and are regularly reviewed and improved to ensure efficient and effective maintenance. Copies of referenced maintenance procedures sheets are available upon request.

**Load Management System (LMS) Maintenance Procedure Sheet (MPS)**

Load Management System (LMS) Maintenance Procedure Sheet (MPS) is intended to undertake general checks and reviews of the metering, staging and operation of the Load Management System to ensure it is operating as expected; complete 'housekeeping' tasks such as identification and prioritisation of faults for investigation and resolution during Data Driven Maintenance (DDM) time.



**Delta Building Automation Maintenance & Support Contract  
Formal Instrument of Agreement**

This Contract is made between;

**Body Corporate for 443 Queen Street CTS ("Body Corporate")**  
c/- Level 6, 270 Adelaide Street  
Brisbane QLD 4000

And;

**Delta Building Automation QLD Pty Limited A.C.N. 129 454 119**  
**Unit 4/16 Metroplex Avenue**  
**Murarie QLD 4172**  
**ABN 33 129 454 119**

With date of effect;

Whereas;

Delta Building Automation QLD Pty Limited A.C.N. 129 454 119 agrees to provide Products and Services described herein and as listed in the attached Schedule, to the Body Corporate in accordance with Terms and Conditions as set out in this document at; in respect of - 443 Queen Street, for a period of One Year

And

The Body Corporate agrees to pay Delta Building Automation QLD Pty Limited A.C.N. 129 454 119 for Products and Services as delivered and in accordance with Terms and Conditions as set out in this document.

**Executed** by the Body Corporate for 443 Queen Street Community Titles Scheme #~~CTS Number~~ 56097 under its Seal by the Chairperson of the Body Corporate in the presence of.



Witness

Chairperson

Signed for and on behalf of Delta Building Automation QLD Pty Limited A.C.N. 129 454 119

{Name} Dale Barlow

{Position} Service Manager

{Date}

{Signature}

## DESCRIPTION OF SCHEME LAND

### **Description of Scheme Land**

The Scheme Land is situated at 443 Queen Street, Brisbane Qld 4000.

The real property description WAS as follows:

| Lot and Plan No              | Title Reference |
|------------------------------|-----------------|
| Lot 1 on Crown Plan SL805627 | 18014250        |

The Scheme Land is subject to rights and interests reserved to the Crown by Deed of Grant No. 18014250 (Lot 1 on CP SL805627).

### **Administrative Advice**

The Common Property is subject to Administrative Advice No AS14718T Heritage Site under the *Queensland Heritage Act 1992*.

### **Current Easements**

The Common Property is presently subject to the following easements:

1. Easement No 722832937 burdening the land over Easement A on SP342319 in favour of Central SEQ Distributor-Retailer Authority;
2. Easement No 601948511 (K438610W) burdening the land to Lot 19 on RP 207927 over Easement B on CP SL805646 under Section 283 of *The Land Act*, subject to Noting No 713660626 that the benefiting tenement of the Easement is recorded under Easement No 601375605 (K409386W) over title reference 17206236; and
3. Easement No 601948512 (K438613E) burdening the land to Lot 19 on RP 207927 over Easement C on CP SL805646 under Section 283 of *The Land Act*, subject to Noting No 713729323 that the benefiting tenement of the Easement is recorded under Easement No 601375606 (K409389E) over title reference 17206236.