

**THE OWNERS CORPORATION STRATA PLAN 59248
ABN 79 491 891 602
("Proprietor")**

AND

**UNIQUECO PTY LTD
ABN 44 169 421 194
("Contractor")**

AND

**STEVEN CARBONE AND SANDRA CARBONE
("Guarantors")**

BUILDING MANAGER SERVICES AGREEMENT

This Agreement dated day of 2020

between The Owners Corporation Strata Plan 52948 ABN 79 491 891 602
trading as Macquarie Gardens c/o Waratah Strata Management Pty Ltd
P.O. Box 125 Eastwood NSW 2122 ("**Proprietor**")

and Uniqueco Pty Ltd ABN 44 169 421 194 of 304 Brenan St., Smithfield,
NSW 2164 ("**Contractor**")

and Steven Carbone and Sandra Carbone of 304 Brenan Street,
Smithfield NSW 2164 ("**Guarantors**")

Recitals:

- A. The Proprietor desires that certain Services be carried out at the Premises.
- B. The Contractor has agreed to provide the Services at the Premises on the terms set out in this Agreement.

Operative Provisions:

1 Interpretation

- 1.1 The following words have the following meanings unless the contrary intention appears:

Assignment means any transfer, conveyance, assignment or succession whether by agreement or by operation of law such that the natural persons in control of the Contractor at the Commencement Date cease to be in control of the Contractor.

Building Manager/Caretaker means the Contractor’s representative who is located on site during such times as is required to ensure the proper provision of Services pursuant to this Agreement and who is responsible for the operations of the Contract.

Caretaking Services means the services described Schedule 1.

Control shall have the meaning ascribed in the Corporations Act.

Commencement Date means 1st February 2021.

Consumables means cleaning consumables, toilet paper, soap, bin liners, cleaning materials, detergents, disinfectants, paint, screws, nails, pool chemicals and other similar single use materials.

Hours of Coverage means the hours set out in Schedule 3.

Independent Expert: means a person appointed in accordance with the dispute resolution process in clause 20.

Premises: means all the common property of SP52948 situated at 1-15 Fontenoy Road, Macquarie Park NSW 2133 and includes the immediately surrounding land beyond the boundaries extending up to, but excluding the pedestrian paving, on Fontenoy Road and Lane Cove Road and up to but excluding the sound barrier concrete wall adjacent to the M2 Motor Way.

Prices means the prices for the Caretaking Services set out in Schedule 2.

Proprietor's Representative means the Chairperson for the time being of the Strata Committee of the Proprietor, or member of the Strata Committee with delegated authority, or a property manager from the Strata Managing Agent appointed by the Proprietor.

Services means the Caretaking Services.

Term means the term of this Agreement commencing on the Commencement Date and expiring on 31 January 2024

Transmit means transfer, convey, assign or succeed whether by agreement or by operation of law such that the persons in control of the Contractor at the Commencement Date cease to be in control of the Contractor.

1.2 Interpretation

In this Agreement:

- 1.2.1 a reference to a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and any subordinate legislation made or other thing done under the statutory provision;
- 1.2.2 a reference to a document is a reference to that document as modified or replaced from time to time;
- 1.2.3 a reference to a person includes a reference to an individual, a Government Authority, corporation, body corporate, association, partnership or other entity having legal personality;
- 1.2.4 a reference to a person includes a reference to that person's legal personal representatives, successors and permitted assigns;
- 1.2.5 a reference to the singular includes the plural and vice versa (unless the context otherwise requires);
- 1.2.6 words referring to a particular gender include all other genders (unless the context otherwise requires);

- 1.2.7 a reference to a recital, clause, Schedule, Annexure or paragraph, unless the context otherwise requires, is a reference to a recital, clause of or schedule or annexure to this Agreement or paragraph of a Schedule;
- 1.2.8 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.2.9 where a list of items is concluded by a general word or phrase, that general word or phrase is not to be read as being limited to items similar to those in the list;
- 1.2.10 where one or more examples are given of items covered by a general word or phrase, that is not to be read as limiting the meaning of that general word or phrase to those examples or similar items;
- 1.2.11 the word "including" is to be read as if the words "but not limited to" were inserted immediately after it;
- 1.2.12 a reference to a group of persons or things includes any two or more of them jointly and each of them individually;
- 1.2.13 an obligation imposed on two or more parties is a several and not joint obligation;
- 1.2.14 a reference to a time of day is a reference to the local time in Sydney, Australia, unless a contrary indication appears;
- 1.2.15 a reference to \$ dollars, ¢ or cents is to the currency of the Commonwealth of Australia; and
- 1.2.16 the headings of this Agreement do not affect its interpretation.

1.3 Construction

This Agreement is to be construed to give effect to the commercial intent of the parties. The common law rule that the construction of a document least favourable to the party who was responsible for its preparation or who seeks to rely on it or who seeks to benefit from it should be preferred is expressly excluded.

1.4 Business Day

Where something is required by this Agreement to be done on a day which is not a Business Day, it must be done on the next day which is a Business Day.

2 Performance of Services

- 2.1(a) In consideration of receiving payment in accordance with Clause 3, the Contractor shall provide the Services in accordance with the Hours of Coverage and in conformity with all reasonable directions and requirements of the Proprietor; and
- (b) shall ensure its employees, agents and subcontractors perform the Services in accordance with the terms of this agreement.
- 2.2 Without limiting the generality of Clause 2.1, Services provided to the Premises must be completed within each calendar month before invoices can be submitted.

- 2.3 The Contractor may with the prior consent of the Proprietor, delay the provision of certain services for reasons of prioritising urgent or emergency work or delays caused by the performance of other contractors engaged by the Proprietor or only if services require to be performed outdoors, for reasons of inclement weather.
- 2.4 The Proprietor may instruct the Contractor to delay or bring forward the provision of certain Services from time to time without any change in contract price provided this does not increase the total amount of Services to be provided over the Term.
- 2.5 The Proprietor may request amendments to the Schedule 2 and the Contractor must agree to such amendments if work load can be reasonably balanced to accommodate the request within the competency and normal working hours of existing staff at the time of the request.
- 2.6 The Caretaking Services shall not include external window cleaning other than such window cleaning of the pool building and entrance foyers set out in Schedule 1.
- 2.7 For any services required to maintain the premises in good repair not included in the Services, the Contractor will seek quotations on behalf of the Proprietor from time to time and submit these to the Proprietor's Representative. These independent contractors will be appointed at the sole discretion of the Proprietor.
- 2.8 Any independent contractor engaged to perform work other than Caretaking Services in relation to the common areas (e.g. window or carpet cleaning) shall be supervised by the Building Manager in accordance with the requirements of the Proprietor. There will be no additional charges to the Proprietor associated with this supervision.
- 2.9 The Contractor agrees and confirms that the appropriate amount of supervision by suitably qualified persons or employees of the Contractors will be provided at the Premises.
- 2.10 The Contractor agrees that if on-site coverage falls below the Hours of Coverage then the Price shall be reduced in the month to which that relates by \$100 per hour of reduced coverage. The Contractor agrees that this is not a penalty but an incentive to ensure alternative suitable arrangements are put in place immediately rather than leave the site unattended.
- 2.11 The Contractor will provide evidence to the Proprietor of its financial capacity to fund 60 days of operations without payment from the Proprietor prior to the Commencement Date and no more frequently than every six months thereafter on request by the Proprietor.
- 2.12 The Building Manager will report, directly to the Proprietor's Representative, who in turn reports to the Strata Committee and thence to all Lot Owners. Only a Proprietors' Representative is authorised to issue instructions to the Caretaker.
- 2.13 Before carrying out any request for assistance, repair or attendance from individual Lot Owners or Tenants, the Contractor must confirm that all such requests are services included with the Caretaking Services or are otherwise the responsibility of the Proprietor. Any question as to who is responsible for the costs of dealing with such requests is to be agreed with the Proprietor's Representative.

3 Payment Terms

- 3.1 The Contractor must submit to the Proprietor a detailed invoice each month for the Caretaking Services performed under this Contract following completion of such work.
- 3.2 The invoice referred to in Clause 3.1 will be issued each calendar month on no earlier than the first of the month in relation to Caretaking Service delivered in the previous calendar month.
- 3.3 If there are any charges included in the detailed invoice that are disputed all other charges not in dispute will be paid in accordance with Clause 3.4 and the disputed charges dealt in the manner specified under Clause 20 Dispute Resolution.
- 3.4 Payment in respect of the charges not in dispute on detailed invoice will be made into a nominated bank account within fourteen (14) days from the date the account is received by the Proprietor.
- 3.5 The Contractor will submit a separate invoice for Consumables to the Proprietor's Managing Agent for reimbursement (supported by third party invoices or receipts) where the consumable supplies are not in excess of \$1,000 per line item) as a separate monthly invoice. The Contractor will not add any mark-up to any third party invoices to be reimbursed. The Contractor will order any items in excess of \$1,000 via the Proprietors Strata Managing Agents purchase order and invoice payment system. Purchases in excess of one thousand dollars \$1,000 may be made by the Contractor if specific written approval is obtained from the Proprietor in advance and then processed for reimbursement as for Consumables.
- 3.6 The amounts set out in Schedule 2 are the total amounts to be paid by the Proprietor to the Contractor for the provision of Caretaking Services. The prices quoted in Schedule 2 provide for all of the Contractor's costs in carrying out the duties as set out in Schedule 1.
- 3.7 The Caretaking Services costs does not include laundry and dry-cleaning operations, stripping and sealing of hard floors except in tower lobbies and corridors, exterior window cleaning except for tower lobbies and pool buildings and carpet steam cleaning if not specified in Schedule 1.
- 3.8 The Proprietor may deduct fifty percent (50%) of its costs of lawyers preparing and reviewing this Agreement from the payment to the Contractor for the first invoice submitted by the Contractor.
- 3.9 There is to be no call-out fees for any employees of the Contractor.
- 3.10 During hours where the Contractor is not required to have a person present on site, supervision of tenants or residents moving furniture in or out of the towers, the Contractor is permitted to negotiate a reasonable fee for such out of ordinary hours supervision, with the tenants or residents and provision of protective mats and lift covers etc. Where such moving is conducted within normal caretaker or night caretaking hours no such charges are permitted to be made by the Contractor.
- 3.11 The Owners Corporation is not liable for any charges agreed with tenants, residents or lot owners for these out of hours services.

4 Sub-Contracting & Assignment

- 4.1 The Contractor agrees that it will not sub-contract any of the core services provided within this contract without the prior written consent of Proprietor, unless the subcontract is to any sibling, parent or subsidiary company of the Contractor.
- 4.2. The Contractor may not transmit the contract to another party without the express written consent of the Proprietor which it may withhold in its absolute discretion.
- 4.3. If there is an Assignment or change of Control of the business of the Contractor the Proprietor shall have the right to terminate this Agreement with three months' notice.

5 Security

- 5.1 The Contractor must ensure that its officers, employees and agents enter and leave the Premises by way of public entrances and exits designated by the Proprietor.
- 5.2 The Contractor must maintain a list of all keys identified to all doors on the Premises and ensure that it has possession of these keys at all times.
- 5.2 The Contractor must not without prior written permission from the Proprietor have any additional keys, for any part of the Premises, cut or allow its employees to remove from the Premises any keys or keys issued for the purpose of gaining access to any section of the Premises.
- 5.3 The Proprietor will be entitled to inspect the bags of the Contractors' employees upon entering and leaving the building.
- 5.4 The Contractor will log all access granted to any locked areas for other contractors or public utility service agents (e.g. to telecommunications room, roof, antennae, fire pump room or similar areas especially where not monitored by CCTV)
- 5.5 Covert video surveillance by way of CCTV cameras are used to monitor the Premises in accordance with the Workplace Surveillance Act 2005 (NSW). Video/CCTV recordings obtained by use of this means of surveillance may be used to establish any unlawful activity on the Premises entitling the Proprietor to take such legal action or legal proceedings as a consequence of any alleged unlawful activity.
- 5.6 The Contractor will maintain CCTV footage for reasonable periods of time (at least fourteen days) from all security monitors.

6 Control of Employees

- 6.1 The Contractor must, if required by the Proprietor, provide a list of the full names and addresses of all persons employed by the Contractor whom are engaged in providing Caretaking Services to the Premises. The Contractor warrants that with the exception of illness and or compassionate or annual leave, the employees so nominated will provide the Caretaking Services. The contractor may change the nominated employees with the agreement of the Proprietor, such agreement not to be unreasonably withheld.

- 6.2 The Contractor shall store shift rosters for all employees providing the Services for at least 24 months. Access to these rosters shall be granted to the Proprietor at any time.
- 6.3 If, in the opinion of the Proprietor, the work standard or conduct of any employee of the Contractor is unsuitable the Contractor will, at the request of the Proprietor, retrain the employee, discipline the employee and if justified terminate or transfer the employee to another site.
- 6.4 The Contractor will be responsible for and will ensure the good and proper conduct of its officers, employees and agents whom are engaged in providing the Services on the Premises.
- 6.5 Grooming standards of the Contractor's employees will be to the satisfaction of the Proprietor's Representatives acting reasonably having due consideration for the nature of work being performed.
- 6.5 The Contractor agrees to maintain a record of all consumable supplies belonging to the Proprietor used for the provision of services and to store these on site, and to provide a copy of such record to the Proprietor on request.
- 6.6 The Proprietor reserves the right to approve candidates put forward by the Contractor for the position of Caretaker. Any relief Caretaker or other supervisory positions will be appointed in consultation with the Proprietor. The Contractor will provide a relief Caretaker, to the satisfaction of the Proprietor to cover periods of non-attendance of the Caretaker caused by illness and or compassionate or annual leave.
- 6.7 All persons employed to carry out any Caretaking Services included in Schedule 1 will be employees of the Contractor or an approved Sub Contractor.
- 6.8 All persons employed to carry out any Caretaking Services are not permitted to use the pool, spa, tennis courts, gym or barbecue areas. These facilities are reserved for residents unless employees are invited as guests of a resident who must be present during such use.

7 Safety

- 7.1 Before doing any act or thing in execution or performance of the Caretaking Services and during progress of such work, the Contractor and its officers, employees and agents must take all reasonable precaution to prevent injury to any person or damage to any property upon or in the vicinity of the Premises.
- 7.2 The Contractor and its officers, employees and agents must ensure that all plant, machinery, tools, vehicles, ladders, scaffolding and other equipment used in the execution or performance of the Caretaking Services comply with any relevant statutory or other equipment regulations and are in safe condition. When not in use such equipment will be properly stored and secured so as to prevent unauthorised use thereof.
- 7.3 The Contractor and its officers, employees and agents must not smoke in any areas other than smoking areas designated by the Proprietor.
- 7.4 The Contractor shall comply with any relevant legislation, regulations or by-laws in relation to the performance of the Caretaking Services.

8 Insurances

- 8.1 The Contractor must take out, at its cost, and during the term of this agreement, maintain, with insurers approved by the Proprietor, a public liability insurance policy to a limit of \$20,000,000.00.
- 8.2 The Contractor must take out, at its cost, and during the term of this Agreement, maintain, with insurers approved by the Proprietor, Workers' Compensation Insurance as required by law.
- 8.3 The Contractor must provide to the Proprietor before the Commencement Date, and on any future date on request, certificates of currency for all policies of insurance it holds relating to the provision of Services to the Premises.
- 8.4 The Contractor agrees to indemnify the Proprietor against any action, suit, claim, demand, cost or expense arising out of any damage, injury or loss caused by an act of common law negligence of the Contractor or its' employees in the performance of the Services other than and to the extent of, any such damage injury or loss caused or contributed to by the negligence of the Proprietor or any of its' employees, agents or invitees.
- 8.5 The Contractor will not do anything to void the insurances held by the Proprietor or cause any claim by the Proprietor on its insurer to be denied.

9 Tools and Equipment

- 9.1 Subject to this Clause 9 the Contractor agrees to provide at its own cost and expense, all plant, equipment, tools and other non-consumable materials necessary for the performance of the Caretaking Services. This shall include all necessary equipment including mops, brushes, brooms, buckets, dust brooms, hoses, ladders, steps, gurneys, shovels, rakes, hoes, weed spraying pressure containers, pool testing kits, pool brooms, portable safety signs etc.
- 9.2 The Proprietor will make available to the Contractor the computer, mobile phone and any plant and equipment it owns to perform Caretaking Services which is in existence at the date of commencement of the Services ("the Equipment"). The Contractor may use the Equipment to perform the Services under this contract.
- 9.3 From the Commencement Date, the Contractor, at its expense, will be responsible for the maintenance and repair of each item of Equipment. The Contractor will be responsible for, at its expense, the replacement of each item of Equipment when it becomes no longer economical or practical to repair the item ("Replacement Equipment").
- 9.4 The Proprietor agrees to provide a secure storage area for the Equipment and Replacement Equipment and will allow the Contractor such access to the storage area to enable the Contractor to perform the Services.
- 9.5 In the event of termination of contract the Contractor will return inventory equivalent to the Equipment or the current value thereof to the Proprietor that was onsite at the Commencement Date.
- 9.6 The Contractor will not operate any power tools or mechanical gardening equipment on the property on weekends or public holidays, except in the case of an emergency or, at other times, so as to be in conflict with any noise restrictions imposed by any statutory authority or legislation. The

cleaner will not operate any mechanical cleaning equipment internally on weekends or Public Holidays before 9.00 am.

10 Termination of Contract

- 10.1 If the Contractor breaches any of its obligations under this Agreement, the Proprietor may issue a written notice to the Contractor requiring that the breach be remedied within a reasonable time period specified in the notice (not more than fourteen (14) days). If the Contractor does not remedy the specified breach, then the Proprietor may give a second written notice requiring that the breach be remedied within a reasonable time period (not more than thirty (30) days). Should the Contractor not rectify the breach at the conclusion of the second notice period, the Proprietor has the right to terminate this Agreement.
- 10.2 In the event of termination by the Proprietor of this Agreement pursuant to 10.1 above, the Contractor shall be liable to the Proprietor, in addition to any other claim the proprietor may have in law against the Contractor, for liquidated damages amounting to the difference in contract price between this Agreement and any new Caretaking Services Agreement entered into between the Proprietor and any third party contractor for the remainder of the term of this Agreement together with all costs and expenses incurred by the Proprietor in seeking a new contractor, the cost of negotiating contracts and making good any deficiencies in the Services rendered by the Contractor.
- 10.3 The Proprietor may extend the term of this Agreement for a period of one year from date of termination by giving written notice at least three (3) months prior to the end of the Term and the Contractor will continue to perform the Services except that the Prices in Schedule 2 will be increased by the CPI increase calculated in accordance with clause 13.2. If the Contractor wishes to extend the term of this Agreement it must give the Proprietor written notice of its desire to do so at least four (4) months prior to the end of the Term together with the Price for any additional term. If the Proprietor does not accept the offer to extend the Term or if no notice of request to extend the Term is received or if the Proprietor does not extend the Term by one year, then the Contract will continue on a monthly basis at the existing price, until one calendar month notice is given by either party to terminate.
- 10.4 The Contractor shall have the right to issue the Owners Corporation with notice of termination of the contract giving thirty (30) days' notice due to failure of the Owners Corporation to pay an invoice within 21 days of receipt.
- 10.5 The Proprietor may terminate the contract with immediate effect in the case of an Insolvency Event as defined in clause 10.6 affecting either the Contractors or the Guarantors.
- 10.6 **"Insolvency Event"** means the happening of any of these events in relation to a person:
- (a) an application is made to a court for an order (and is not stayed, withdrawn or dismissed within 7 days) or an order is made that the person be wound up;

- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of that person (and is not stayed, withdrawn or dismissed within seven days) or one of them is appointed, whether or not under an order;
- (c) except to reconstruct or amalgamate while solvent on terms approved by the other parties, the person enters into, or resolves to enter into, a scheme of arrangement, deed of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- (d) the person resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the other Party or is otherwise wound up or dissolved;
- (e) the person is or states that it is unable to pay its debts when they fall due;
- (f) the person fails or is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the Corporations Act;
- (g) the person is, or makes a statement from which it may be reasonably deduced by the other parties, that the person is, the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act;
- (h) the person takes any step to obtain protection or is granted protection from its creditors under any applicable legislation or an administrator is appointed to the person;
- (i) a person becomes an insolvent under administration as defined in section 9 of the Corporations Act or action is taken which could result in that event; or
- (j) anything analogous or having a substantially similar effect to any of the events specified in paragraphs (a) to (i) inclusive happens under the law of any applicable jurisdiction.

11 Industrial Relations

- 11.1 The Contractor shall use its' best endeavours to prevent any disturbance or industrial action being taken by its officers, employees or agents where such disturbance or industrial action may affect the provision of Caretaking Services and quiet enjoyment or operation of the Premises by the Proprietor.
- 11.2 In the case of any industrial action the Contractor shall rectify such problems with minimal disturbance to the Proprietor or Premises.

12 Confidentiality and Intellectual Property

- 12.1 The Proprietor acknowledges that any system of work place safety or quality assurance installed by the Contractor is the property of the Contractor and upon termination of this Agreement, any such system(s) will be returned to the Contractor.
- 12.2 It is agreed that any information that is obtained by the Contractor or Proprietor in connection with this Agreement, is for their use only and is not

to be distributed to persons other than those authorised unless permission has been given by both parties.

- 12.3 The Contractor shall hold all transactions, records and information pertaining to the business of the Proprietor in the strictest confidence, both during the period of the contract and also after termination of the contract. The Contractor will ensure that any employees will be bound to the same confidentiality via appropriate confidentiality and non-disclosure clause(s) in employment contracts.

13 Price Changes

- 13.1 The Proprietor and the Contractor agree that the Prices will not rise or fall by virtue of the change in the relevant wage rates applicable to the Contractors' employees or subcontractors as approved by the State Industrial Commission, Federal Industrial Commission, Fair Work Australia; or, in statutory variations to payroll tax or superannuation payments, quoted workers' compensation rates, workers compensation industry classification etc., on behalf of employees or of additional wage costs due to additional Public Holidays being nominated by the Federal or State Governments.
- 13.2 The Proprietor and Contractor agree that annual increases in Prices for the Services from 1st February 2022, and in subsequent years, cannot exceed the annual CPI (Sydney), as at June of the previous year.
- 13.3 The Proprietor acknowledges and agrees that the Prices to be charged under this contract will be automatically adjusted in accordance with the statutory requirements of the Goods and Services Taxation legislation.

14 Quality Control

- 14.1 The Contractor will monitor the performance of the Caretaking Services by its officers, employees and agents by maintaining a Caretaker on Site and arranging the following inspections:

(a) Monthly

The Caretaker will prepare an inspection report, detailing all matters requiring action and will circulate the report to the Contractor and the Strata Managing Agent of the Proprietor, including digital photos of major damage and/or repairs and precise plan locations. The report will include all incidents that have caused damage to the Premises. Lot owner complaints about the standard of Caretaking Services will be recorded by the Caretaker and included in the monthly report. Recurrent or unresolved complaints shall be inspected by a Proprietor's Representative and the Caretaker and they will each inspect the area of the Premises in relation to which the complaint was made and the Proprietor's Representative acting reasonably shall determine the required action, if any.

(b) Quarterly

A physical on-site inspection will be performed by members of the Executive Committee of the Proprietor and senior management of the Contractor and will assess staff performance as well as quality of cleanliness and of work. This assessment will take the form of a meeting between the Proprietor's Representative and the Contractor's Senior Management to discuss the way in which the Caretaking Services are being provided and any concerns the Proprietor has in relation to the provision of the Caretaking Services.

15 Quality Assurance Standards

- 15.1 The Quality Assurance Standards will set out the standards of servicing to be achieved by the Contractor in carrying out the Caretaking Services in accordance with the Agreement.
- 15.2 The Contractor will provide a draft of this document 12 weeks from Commencement Date and a final copy no later than 2 weeks after receiving any draft amendments from the Proprietor's Representatives
The Quality Assurance Standards manual will include:
 - Procedure guide detailing all aspects of log book maintenance;
 - Plant & machinery certifications, Lists of signs etc.
 - Photos of common areas, gardens etc. in a satisfactory condition; and
 - Any other record that will assist objective evaluation of performance by the Contractor.
- 15.3 Any changes to the Quality Assurance Standards must be approved by an authorised representative of the Contractor and the Proprietor, the amendments will be initialled and a hard copy kept on site at the Premises.

16 Contract Performance Warranties

- 16.1 The Contractor shall ensure that its officers, employees and agents carry out the Caretaking Services in accordance with the terms of this Agreement
- 16.2 The Proprietor shall pay all Caretaking Service costs in accordance with this Agreement.

17 Communication Systems

- 17.1 Both the Contractor and the Proprietor acknowledge that immediate on call communications are vital to the performance of the Services. The Proprietor will make available to the Contractor, at no cost to the Contractor, appropriate and sufficient internet access and a mobile phone which is to be monitored 24 hours every day by the Contractor or its employees.
- 17.2 Any other applicable communication device that the Contractor requires for communication with its staff for the timely performance of all of the Contractor's obligations shall be provided by the Contractor.
- 17.3 The Proprietor will grant access to the Caretaker to Lot 97 (the Caretakers office) for the purposes of providing the Services.
- 17.4 The Proprietor will grant access to the Caretaker to one reserved car parking space for the purposes of providing the Services.

18 Uniforms

- 18.1 Subject to this Clause 18 the Contractor and its officers, employees and agents will wear a uniform or appropriate standard of work wear approved by the Proprietor at all times whilst working at the Premises. These will be purchased directly by the Contractor or employees of the Contractor. These uniforms remain the property of the Contractor. Should the Proprietor require name badges all employees and the Contractor must be clearly identified with name badge and appropriate company or Macquarie Gardens badges.
- 18.2 It is the responsibility of the Contractor to ensure that the uniforms are clean and tidy at all times and all costs associated with this will be the responsibility of the Contractor.

19 Goods and Services Tax (GST)

- 19.1 Any reference in this clause to a term defined or used in the A New Tax System (Goods and Services Tax) Act 1999 is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- 19.2 Unless expressly included, the consideration for any supply made under or in connection with this Agreement does not include an amount on account of GST in respect of the supply (GST Exclusive Consideration) except as provided under this clause.
- 19.3 Any amount referred to in this Agreement (other than an amount referred to in clause 19.8) which is relevant in determining a payment to be made by one of the parties to the other is, unless indicated otherwise, a reference to that amount expressed on a GST exclusive basis.
- 19.4 To the extent that GST is payable in respect of any supply made by a party (Supplier) under or in connection with this Agreement, the consideration to be provided under this Agreement for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.
- 19.5 The recipient must pay the additional amount payable under clause 19.4 to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.
- 19.6 The Supplier must issue a tax invoice to the recipient of the taxable supply at or before the time of payment of the consideration for the supply as increased on account of GST under clause 19.4.
- 19.7 Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this Agreement the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under clause 19.4, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.
- 19.8 If one of the parties to this Agreement is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this Agreement, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the party being reimbursed or indemnified (or its representative

member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with clause 19.4.

20 Dispute Resolution

- 20.1 The parties must immediately refer any issue in dispute to the Proprietor's Representative and a Director of the Contractor neither of whom is involved in the day-to-day delivery of the Services for resolution. The respective designees must meet to resolve the issue within fourteen (14) days of referral.
- 20.2 If the issue in dispute cannot be resolved in accordance with clause 20.1 the dispute may be referred by the party which raised the dispute to an Independent Expert for determination.
- 20.3 The parties may agree the appropriate Independent Expert based on the nature of the dispute but failing Agreement the Independent Expert will be appointed by the President or person holding the most senior executive position in Strata Community Australia.
- 20.4 The parties will request the Independent Expert to determine the matters in dispute outlined in a notice of dispute by issuing a certificate stating his/her determination, and the Independent Expert by signing his/her acceptance of the appointment agrees to comply with such request in accordance with the terms of the appointment.
- 20.5 The Independent Expert in so determining and certifying:
- 20.5.1 will act as an expert and not as an arbitrator;
- 20.5.2 will proceed in such manner as he/she thinks fit without being bound to observe the rules of natural justice or the rules of evidence
- 20.5.3 will take into consideration all documents, information and other written and oral material that the parties place before him/her including documents, information and material relating to the facts in dispute and to arguments and submissions upon the matters in dispute;
- 20.5.4 will not be expected or required to obtain or refer to any other documents information or material but may do so if he/she so desires;
- 20.5.5 will without giving reasons issue a certificate in such form as he/she considers appropriate stating his/her determination of the matters in dispute;
- 20.5.6 will act with expedition with a view to such certificate being issued as soon as practicable.
- 20.6 The Independent Expert may if he/she so desires arrange to meet with the parties to discuss the dispute. At and in connection with any such meeting either party may be accompanied by a legal representative. The parties agree to be bound by such procedural directions as may be given by the Independent Expert both in preparation for and during the course of the meeting
The parties agree that any such meeting must be deemed not to be a hearing, with the intent that there is to be no suggestion or implication that any such proceedings under this Agreement are to be considered to be an arbitration.
- 20.7 The parties agree to accept the determination in the said certificate as final and binding.

- 20.8 The Independent Expert will not be liable to the parties or either of them or to any third party or stranger for anything done or omitted by him/her pursuant to this Agreement and the parties release and indemnify him/her from and against any claims for negligence, bias or other misconduct other than actual fraud.
- 20.9 In the absence of previous Agreement between the parties as to payment of costs and disbursements of the determination, the liability for payment of costs and disbursements will be determined by the Independent Expert.
- 20.10 If the certificate contains a clerical mistake, or an error arising from an accidental slip or omission, or a material miscalculation of figures or a material mistake in the description of any person, thing or matter, or a defect of form, the Independent Expert must correct the certificate.
- 20.11 Confidential Information disclosed to the Independent Expert by the parties or by others attending in the course of the determination must not be divulged by the Independent Expert, unless authorised in writing by both parties. The Independent Expert, must not be compelled to divulge records, reports or other documents (electronic or not) received by the Independent Expert while serving in that capacity, or testify in regard to the determination in any adversarial proceeding, judicial forum or body.
- 20.12 During any kind of controversy, claim, disagreement or dispute, including a dispute as to the validity of this Agreement, the Contractor must continue their performance of the provisions of this Agreement and the Proprietor must continue payment in the manner prescribed for Services not in dispute.

21 Notices

Any notice, statement or demand required to be given under this Agreement must be in writing and may be served in any manner recognised by law and in addition may be sent by email, or mail addressed as follows:

In the case of the Proprietor

If by mail to:

The Secretary
Owners Corporation SP52948
Waratah Strata Management Pty Ltd
P.O. Box 125, Eastwood NSW 2122

and if by email to: Robert@waratahstrata.com.au

And in the case of the Contractor:

If by mail to:

The Directors
Uniqueco Pty Ltd
304 Brenan St., Smithfield, New South Wales 2164

and if by email to: scarbone304@optusnet.com.au

or to such other address or addresses as the Proprietor or the Contractor will designate in the manner provided. If notice is sent by email it must be confirmed in writing by mail and will be deemed to have been served on the Business Day following receipt of the production of a computer generated response which indicates the email has been received. If the notice is sent by mail it must be sent by registered mail and will be deemed to have been served four Business Days after date of posting. A notice may be signed under hand by any officer of either party or may be executed under the common seal of either party.

22. General

22.1 Entire Agreement

(a) This Agreement and any document referred to in this Agreement constitute the entire Agreement, and supersede any previous agreements, between the parties relating to the subject matter of this Agreement.

(b) This clause 22 survives termination of the Agreement for whatever reason.

22.2 Further Assurances

Except as otherwise provided in this Agreement, each party must (at its own cost) do and execute, or arrange for the doing and executing of, each necessary act, document and thing required to implement this Agreement.

22.3 Costs and Stamp Duty

Except where this Agreement provides otherwise, each party must pay its own costs relating to the negotiation, preparation, execution and performance by it of this Agreement and of each document referred to in it.

22.4 Variation

A variation of this Agreement is valid only if it is in writing and signed by or on behalf of the parties or party to be bound.

22.5 Waiver

A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

22.6 Rights cumulative

The rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

22.7 No partnership or agency

No provision of this Agreement creates a partnership between any of the parties or makes a party the agent of another party for any purpose. A party has no authority or power to bind, to contract in the name of, or to create a liability for another party in any way or for any purpose.

22.8 Counterparts

This Agreement may be executed and delivered in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

22.9 Prohibition and severance

- (a) Any provision of this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) If a provision of this Agreement is illegal, void or unenforceable in any jurisdiction, that fact does not affect the legality, validity or enforceability of:
 - (i) the remaining provisions in that or any other jurisdiction; or
 - (ii) that provision in any other jurisdiction.
- (c) Any provision of this Agreement that is illegal, void or unenforceable may be severed from this Agreement and the remaining provisions continue in force unless this would materially change the intended effect of this Agreement.

22.10 Assignment

A party may not assign, transfer or create any trust in respect of or otherwise alienate or dispose of, or purport to assign, transfer or create any trust in respect of or otherwise alienate or dispose of, the whole or any part of a right or obligation under this Agreement without having first obtained the other parties' written consent, which may not be unreasonably withheld or delayed.

22.11 Authorised signatories and attorneys

Each person who executes this Agreement on behalf of a party as an authorised signatory or under a power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so.

22.12 Governing Law

This Agreement is governed by and construed under the law in the state of New South Wales.

Any legal action in relation to this Agreement against any party or its property may be brought in any court of competent jurisdiction in the state of New South Wales.

Each party by execution of this document irrevocably, generally and unconditionally, submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

23. Guarantee and Indemnity

23.1 In consideration of the Services provided by the Contractor to the Proprietor pursuant to the terms and conditions of this Agreement (Caretaking Services Agreement), the Guarantors (Stephen Carbone and Sandra Carbone) jointly and severally agree with the Proprietor to guarantee and be answerable to the Proprietor for:

- 23.1.1 the due fulfilment by the Contractor of all its obligations pursuant to this Agreement;
- 23.1.2 the due payment by the Contractor to the Proprietor of all losses, claims, damages, costs and expenses arising out of the Contractor's negligence, repudiation or breach of this Agreement;
- 23.1.2 any other matter whatsoever arising by the Contractor, either directly or indirectly, and either alone or jointly, with any other person, firm and/or corporation, and including, but without limiting the generality of the foregoing, any interest accruing on any monies owing or unpaid and any legal costs and disbursements incurred by the

Proprietor in enforcing the Contractor's obligations pursuant to the Agreement.

- 23.2 This guarantee shall constitute a continuing guarantee for the entire duration of this Agreement and shall not be affected by:
- 23.2.1 any variation or novation of the Agreement between the parties;
 - 23.2.2 the winding-up of the Contractor or the entry by the Contractor into a Deed of Company Arrangement whereby any debt due and owing by the Contractor to the Proprietor is extinguished or otherwise not recoverable;
 - 23.2.3 any time or other indulgence granted by the Proprietor to the Contractor or by any arrangement entered into whereby the Proprietor's rights are in any way modified or abrogated and no notice of the granting of any time or indulgence or of the entering into any arrangement need to be given to the Guarantors;
 - 23.2.4 termination of the Agreement between the parties or any change in ownership of the Contractor's business, shareholding or control;
 - 23.2.5 any legal limitation, disability or incapacity of the Contractor or any other circumstances whatsoever and any monies may be recoverable from the Guarantors as principal debtors.
- 23.3 The Guarantors hereby indemnify the Proprietor in respect of all amounts payable by the Contractor to the Proprietor on account of services supplied by the Contractor to the Proprietor, and all costs and interest which the Contractor may be required to pay the Proprietor, and the indemnity hereby given is a separate covenant and shall not be affected by the appointment by the Contractor of an administrator under the provisions of the Corporations Law or any Deed of Company Arrangement entered into by the Contractor.
- 23.4 The Guarantors shall be liable to the Proprietor for all legal costs on the indemnity basis in respect of proceedings for recovery under this guarantee.
- 23.5 It is expressly declared that notwithstanding the fact that this guarantee may be intended or expressed to be executed and given by more than one person, the same shall in fact be a valid and effectual guarantee binding against such person or persons as shall execute the same.

Schedule 1 Caretaking Services

1. Inspect all mechanical equipment throughout the Premises and report any critical malfunctions to the Proprietor's Representative (daily).
2. Attend to the repair of any such broken equipment within the abilities of the Caretaker and staff on site.
3. Provide access and assistance to contractors engaged to repair any common property.
4. Monitor performance of contractors affecting repairs or providing routine maintenance including monitoring of safe work practices by contractors.
5. Log attendance of all contractors affecting repairs and or providing routine maintenance.
6. Lubricate and grease where appropriate mechanical equipment in accordance with maintenance specifications.
7. Lubricate all common property door hinges etc. as required.
8. Maintain appropriate tensions on common property door closers.
9. Check and maintain all common property locks and report any malfunctions to the Proprietor's Representative
10. Order, obtain and maintain a small supply of light globes, fluorescent tubes and LED lights for all common property lighting.
11. Check all common property lighting and replace failed or broken globes and tubes daily.
12. Monitor all lighting, and security time clocks and adjust as required.
13. Monitor automatic watering system and adjust as necessary.
14. Provide suggestions to the Proprietor as to ways of modifying and improving common property for the benefit of the owners.
15. Liaise with the Proprietor's Representative and obtain quotations as necessary for the repair and replacement of common property.
16. Inspect, repair where possible and or report to the Proprietor's Representative any damage to common property equipment such as gym, barbeque, tennis, seating, hoses etc.
17. Monitor performance of cleaners, gardeners and the suppliers of all routine maintenance and report any problems to the Proprietor's Representative.
18. Check grounds and perform spot removal of rubbish daily.
19. Check all other common property areas daily and perform urgent cleaning as required.
20. Generally monitor and ensure the suitable removal of all garbage and emptying and replacement of garbage bins from the Premises and report any problems to the Proprietor's Representative.
21. Inspect all emergency exits and equipment including fire stairs, fire stair doors and fire equipment and ensure continued compliance with the appropriate statutory requirements. Report any problems to the Proprietor's Representative.
22. Monitor occupants moving in and out of the Premises, render assistance with regard to the parking of removalist vehicles and ensure no damage to common property is sustained, including the placement of lift protectors, carpet protectors etc.
23. Provide all new occupants with a copy of the By-Laws and House Rules as they apply to the scheme.

24. Monitor car parking on the Premises to ensure no illegal parking occurs, affix "Illegal Parking" stickers and/or notices to offending vehicles, maintain a log of offending vehicles and liaise with Proprietor's Representative regarding repeat offenders.
25. Generally assist with ensuring all occupants observe the by-laws, address any breaches with an occupant and advise the Proprietor's Representative of such breaches and action taken.
26. Monitor the use of common property facilities such as the pool and barbeque areas and tennis courts and ensure observance of the by-laws by all occupants (including maintaining booking sheets in accordance with policies set by the Owners Corporation from time to time).
27. Monitor and control the display by owners and agents of 'For Sale' and 'For Lease' signs in accordance with the by-laws and policy of the Proprietor.
28. Monitor and take action to prevent the erection/installation of any illegal structure and or additions by any occupant and report any such occurrences with photographs and exact locations to the Proprietor's Representative.
29. Assist the Proprietor's Representative with any special projects, the circulation of notices and the display of Notices.
30. Attend, upon request, meetings of the Strata Committee of the Proprietor and provide explanations of matters requiring attention at the Premises, and provide a concise report of any major faults, repairs, breach of by-laws, or other unusual activity to the Proprietor's Representative monthly for distribution at each SC meeting.
31. The Contractor will warrant that employees performing any service requiring a certification or licence are suitably certified and qualified to perform the work.
32. The Contractor will, in ensuring compliance with the requirements of any statutory authority or legislation relating to the maintenance of pools, advise the Proprietor from time to time of any such requirements and or amendments and maintain such records of the pool and spa readings as are required by any relevant statutory authority or legislation.
33. Ensure the Strata Committee is advised of amendments to legislation or requirements of statutory authority or legislation in respect of the pool and spa.
34. Maintain signage of pool area in compliance with the requirements of any relevant statutory authority or legislation.
35. Liaise with the Public Health authorities regarding any inspections as required.
36. Liaise with the Proprietor's Representative and attend the Premises after hours for emergencies.
37. Carry out cleaning duties in designated areas in accordance with list entitled CLEANING below:
38. Carry out gardening duties in designated areas in accordance with list entitled GARDENING below:
39. Carry out pool maintenance duties in designated areas in accordance with list entitled POOL & SPA below:
40. Carry out night caretaking duties in designated areas in accordance with list entitled NIGHT CARETAKING below:

41

CLEANING

Main Foyers

1. Wet-mop foyer (Daily)
2. Polish lift interiors and main lift doors (Daily)
3. Vacuum lifts and foyer carpet (Daily)
4. Clean lift door track (Daily)
5. Dust and clean lift door sensors (Daily)
6. Clean and polish lift control buttons (Daily)
7. Clean and polish foyer mirrors (Daily)
8. Clean and polish foyer doors (Daily)
9. Clean and disinfect garbage chute areas (Twice weekly)
10. Remove all scuff marks (Weekly)
11. Remove and clean light fittings (Weekly)
12. Scrub floors with polish (Weekly)

Foyer Landings and Stairwells

13. Wet-mop tiles (Twice Weekly)
14. Vacuum all levels (Twice Weekly)
15. Clean and disinfect garbage chute area (Twice Weekly)
16. Polish and clean all lift doors (Weekly)
17. Remove scuff marks (Weekly)
18. Clean lift door track each level (Weekly)
19. Polish and clean unit entry doors (Monthly)
20. Remove and clean light fittings (Monthly)
21. Dust all skirting boards and dado rails (Monthly)

Garbage Rooms

22. Clean and disinfect floors & walls of garbage rooms (Daily)
23. Spot clean & remove rubbish from floors (Daily)

Driveways, Pathways and Garage Areas

24. Spot clean and remove all litter (Daily)
25. Remove any oils stains from garage floor (Daily)
26. Remove oil stains from garage door (As required)
27. Remove weed growth from driveway/pathways (As Required)
28. Wash garage floor (As required)
29. Remove cobwebs from all lights in garage area Weekly)
30. Inspect and clean all drains and sumps (Monthly or as required)
31. Remove & clean all accessible exterior light fitting (Monthly)
32. Remove cobwebs from exterior lights (Weekly)
33. Dust and clean all signage (Monthly)
34. Clean all louvers on garden bay planters (Monthly)

Pool and Amenities

35. Remove litter from pool and amenities area (Daily)
36. Wet-mop pool area (Daily)
37. Clean shower and toilet facilities pool area (Daily)
38. Check supply of soap and toilet paper and replenish (Daily)
39. Vacuum gymnasium (Mon, Wed, Fri)
40. Clean & sanitise gym equipment (Mon, Wed, Fri)
41. Clean all glass of pool area (Weekly)
42. Clean and wet-mop sauna floor (Daily)
43. Clean walls and sauna equipment (Weekly)
44. Clean all accessible light fittings (Monthly)

Barbeque, tennis court, miscellaneous

- 45. Clean barbeque (Daily)
- 46. Empty the drip box and disinfect (Weekly)
- 47. Sweep tennis court gazebo (Weekly)
- 48. Brush tennis court (Quarterly)
- 49. Remove mould and moss from paver (as required at least once annually)
- 50. Reset individual pavers which have become loose and not level (as required)
- 51. Clean the underground roadways of the garages (Quarterly)
- 52. Implement energy and water savings plans (Ongoing)

42 GARDENING

Lawns

- 1. Mow lawns at least fortnightly from May to October.
- 2. Mow lawns weekly from November to April.
- 3. Use a clippings/grass catcher when mowing.
- 4. Remove all lawn clippings not required for mulch from property after each mowing (Use of lawn clippings for mulch or compost in designated areas is encouraged).
- 5. All borders and edges to be trimmed when lawns mowed.
- 6. Remove or poison weeds as required.
- 7. Aerate lawns and fertilise at least annually.
- 8. Water lawns as required, complying with watering restrictions if any.
- 9. Remove litter from lawns when lawns mowed.
- 10. Remove any debris after lawn mowing from pathways.

Garden beds

- 11. Keep garden areas free of weeds.
- 12. Prune plants, shrubs as required.
- 13. Fertilise gardens annually or as required.
- 14. Inspect irrigation system regularly, maintain as required.
- 15. Repair fences, borders, paving and paths as required.
- 16. Replace and replant areas where existing plantings have died or are unable to be rehabilitated
- 17. Submit quotations for supplementary planting.

43 POOL AND SPA

- 1 Put pool and spa covers in place each evening
- 2 Remove and store safely pool and spa covers each morning
- 3 Check and adjust all water levels. (Daily)
- 4 Check and adjust chemical levels. (Daily)
- 5 Monitor temperature level and adjust as required. (Daily)
- 6 Clean tiles to the water level. (Daily)
- 7 Maintain pumps and filtration equipment to ensure satisfactory function. (Daily)
- 8 Vacuum pool and spa. (Weekly)
- 9 Back wash filter (Weekly)
- 10 Inspect any mechanical equipment for the pool and spa (Weekly)
- 11 Carryout preventative maintenance that is required (Weekly)
- 12 Refer any major repairs to the Proprietor's Representative with appropriate recommendations to have the equipment repaired. (as required)

44 **NIGHT CARETAKING**

1. Maintain a night log book (in conjunction with a day log) in the office at Premises at all times and available for inspection by the Proprietor's Representative and Strata Committee as required.
2. Ensure all residents and visitors comply with the by-Laws applicable to the Premises.
3. Monitor access of vehicles through the main garage door during peak periods.
4. Assist residents and visitors with enquiries regarding the Premises.
5. Patrol the grounds of the Premises both internal and external car parks and gardens on a regular basis making sure everything is secure and remove any litter.
6. Take appropriate action against the users of any vehicles parked in contravention of bylaws on common property.
7. Check and record faulty common light globes, exit signs throughout the Premises for replacement either immediately or on the following day.
8. Adjust the timing of all automated lights to coincide closely with twilight to minimise power consumption.
9. Monitor the operation of all exhaust fans on rooftops.
10. Patrol fire stairs of high-rise buildings on a regular basis checking lights, fire doors, spot -clean any spills and remove any litter.
11. Monitor garbage rooms and water pump room.
12. Monitor garbage and recycling bins and replace if full or nearly so.
13. Check the operation of auto doors in high-rise buildings.
14. Monitor pool area and remove any litter or spills.
15. Monitor cars parked on Fontenoy Road adjacent to the Premises.
16. Spot clean lifts and foyer carpets during the night.
17. Report any faults that disrupt power, water, gas, lifts or access doors to the Caretaker promptly at any time of the night and arrange the necessary repairs.
18. Patrol basement car parks and ensure all fire doors are closed and only capable of being opened from the inside.
19. Monitor mobile phone supplied for any calls for assistance by residents.
20. Monitor the hot water boilers in each tower and ensure these are in operation prior to end of night shift each night.

Schedule 2 Prices

GST is excluded from the prices shown below.

From 1 February 2021 to 31 January 2024 [Three (3) years]

	Annual Price	Monthly Price
Day Caretaking	\$142,250.00	\$11,854.17
Pool Maintenance	\$ 12,944.00	\$ 1,078.67
Gardening	\$ 61,153.00	\$ 5,096.08
Night Caretaking	<u>\$123,394.00</u>	<u>\$ 10,282.83</u>
Total	<u>\$339,741.00</u>	<u>\$ 28,311.75</u>

Schedule 3 Hours of Coverage

- 1 The Contractor will provide Caretaking Services to the Premises between the hours of 4.00am to 7.00pm Mondays to Fridays and 9.00am to 3.00pm Saturdays and Sundays and will provide after-hours service at all times to respond to emergencies onsite within one [1] hour of notification.
- 2 The Contractor will provide a Caretaker to the Premises on Public Holidays for a 6 hour shift from 5.00am to 11.00am.
- 3 The Contractor will provide cleaning services to the Premises seven [7] days each week, which will include a minimum six [6] hours per day for Saturdays and Sundays and any Public Holidays.
- 4 The Contractor will provide a minimum of one security person on site from 7.00pm to 4.00am Mondays to Fridays, 6.30pm to 4.00am Saturdays and Sundays and 6.00pm to 4.00am Public Holidays.
- 5 Gardening and Pool hours of coverage are to be sufficient to provide all the services listed at the frequency specified to standards determined by the Quality Assurance Standard document

Signed by Steven Carbone in the)
presence of:)

.....
Signature

.....
Signature of witness

.....
Print name of witness

Signed by Sandra Carbone in the)
presence of:)

.....
Signature

.....
Signature of witness

.....
Print name of witness