

Total Property Management Agreement

Parties

CB Alexander Foundation of 815 Tocal Road, PATERSON NSW 2421 ("**Foundation**")

See Item 1 of the Schedule ("**Manager**")

Background

- A. The Foundation owns Tocal Homestead at 957 Tocal Road, Paterson NSW 2421 ("**Property**"), including its historic buildings ("**Homestead**"), which are listed on the NSW State Heritage Register No. 00147 and require maintenance per the *Heritage Act 1977* (NSW) and *Heritage Regulation 2012* ("**Heritage Act**")
- B. The Foundation aims to manage the site, preserving its heritage value and offering educational and heritage tours, public visitations, and various events. To support these activities, the Foundation requires Services for monitoring, operational assistance, and public interactions.
- C. The Manager has agreed to provide these Services, and both parties commit to fulfilling their obligations in accordance with this agreement.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this agreement:

"**Business Day**" means a day on which banks are open for general banking business in Australian Capital Territory/New South Wales/Northern Territory/Queensland/South Australia/Tasmania/Victoria/Western Australia, but does not include Saturdays, Sundays or public holidays.

"**Commencement Date**" means the date named in Item 4 of the Schedule.

"**Heritage Guidelines**" means the guidelines issued by the Heritage Council of NSW under section 170 of the Heritage Act 1977, or otherwise as amended. "**GST**" means goods and services tax under *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

"**Intellectual Property**" means patents, trademarks, copyright, and designs, whether registered or unregistered and software developments, computer programs, eligible layout rights, know how, processes, inventions and improvements in procedure made or discoveries conceived.

"**Licences**" means the:

- (a) licences required by law to provide the Services; and
- (b) any other licence determined by the Foundation as necessary for the provision of the Services.

Such Licences include but are not limited to the Licences set out in Item 8 of the Schedule.

"Property" means 957 Tocal Road, Paterson NSW 2421.

"Representatives" means the persons identified in Item 10 of the Schedule, as well as the Board members, managers, and any persons identified as representing the Foundation.

"Residential Premises" means the Daly Kidd Cottage at 957 Tocal Road Paterson NSW

"Residential Premises Licence" means the Licence of the Residential Premises, a copy of which is attached as Annexure "C" to this Agreement.

"Qualities" means being able to:

- (a) communicate freely and openly with the Foundation, its Representatives, and third parties;
- (b) pay attention to detail;
- (c) manage time, including providing accurate estimates of the time it will take to complete certain tasks required in order to provide the Services;
- (d) manage and supervise a team, including any Representatives;
- (e) detect problems and resolutions to those problems and promptly respond or report back to the Foundation in relation to the same;
- (f) operate flexibly;
- (g) undertake works required to provide the Services; and
- (h) do any and all other things necessary to provide the Services to the Foundation in a professional manner.

"Services" means the services set out in Annexure "A" as updated or otherwise required by the Foundation from time to time.

"Term" means the duration of this agreement identified in Item 5 of the Schedule.

"Training" means any training:

- (a) required by law to provide the Services; and
- (b) determined by the Foundation as necessary for the provision of Services,

such Training includes but is not limited to the Training set out in Item 9 of the Schedule.

"WHS" means work health and safety.

"Worker" means an employee, agent, consultant, sub-contractor, agent, advisor or any Related Body Corporate engaged directly by the Manager to perform the Services.

1.2 Interpretation

In this agreement:

- (a) headings and clause numbers are for convenience only and do not form part of the document or affect its interpretation;
- (b) the singular number includes the plural and vice versa, unless the context requires otherwise;
- (c) a reference to "includes" or "including" means "includes, without limitation" and "including, without limitation" respectively;
- (d) a reference to the whole includes a part of the whole;
- (e) a reference to a party includes:
 - (1) that party's executors, administrators, trustees, successors and permitted assigns; and
 - (2) where the context requires, that party's employees, agents and contractors;
- (f) a reference to a person includes an individual, corporation, unincorporated association, partnership, joint venture or government body;
- (g) a reference to any statute, ordinance or other law includes all regulations and other instruments under it and all consolidations, amendments, re-enactments or replacements of it;
- (h) money references are in Australian dollars, unless otherwise provided; and
- (i) if a party is a corporation, a reference to that party's authorised officer means:
 - (1) an "officer" of the corporation as defined in the *Corporations Act 2001* (Cth); or
 - (2) any other person authorised to act on the corporation's behalf.

2. APPOINTMENT

- 2.1 As from the Commencement Date the Foundation appoints the Manager to provide the Services for the Term in accordance with this Agreement.

3. PROVISION OF SERVICES

- 3.1 In consideration of the payment of the Fee, the Manager will, during the Term of this agreement, provide the Services to the Foundation at the Property.
- 3.2 The Manager undertakes to provide suitably skilled Workers who will perform the Services in accordance with this agreement.

4. WARRANTY

- 4.1 The Manager warrants that, for the duration of the agreement:

- (a) it is legally entitled to:

- (1) contract with the Foundation;
 - (2) employ and engage any Workers; and
 - (3) provide the Services.
- (b) it will provide the Services with reasonable care and skill in accordance with the Foundation's reasonable direction.
- (c) it will comply with all legal requirements and any policies and procedures implemented by the Foundation and will ensure that its Workers do the same;
- (d) the Services will be performed by such Workers that the Manager may choose as most appropriate to carry out the Services provided that each Worker meets the criteria outlined in this agreement;
- (e) it will only hire Workers who have the appropriate right to work in Australia and will monitor residential status of the Workers who are not Australian citizens.
- (f) all Workers possess a current and valid Working with Children Check (WWCC) and the Manager will provide a copy of any such WWCC to the Foundation if requested.
- (g) the Manager will be solely responsible for the payment to the Manager's Workers of all amounts due by way of salary, superannuation, annual leave, long service leave and any other benefits to which they are entitled as the Manager's Workers and to otherwise comply with legislation applicable to the Manager's Workers.
- (h) it will ensure that all Workers are fit to perform the duties assigned to them;
- (i) it is duly qualified to and will perform the Services in a professional, careful, skilful, diligent and efficient manner in compliance with all relevant legislation, regulations, Australian Standards and codes of practice and will ensure that its Workers do the same;
- (j) each Worker possesses a current and valid First Aid qualification, and all First Aid qualifications are renewed prior to expiry;
- (k) any worker performing the Services outlined in Part B of Annexure "A" will undertake the following training provided by the Foundation:
- (1) Farm Chemical Users Certificate; and
 - (2) Operation of Tractor.
- (l) it will ensure that any keys provided to its Workers are kept safe, and returned to the Foundation at the Manager's cost, when requested by the Foundation:
- (m) it is experienced in providing the Services;
- (n) its Workers possess the Qualities;
- (o) it has knowledge of the area surrounding the Property;

- (p) it has longstanding relationships with local tradespeople, equipment and material suppliers who the Manager is able to engage to assist with the prompt intervention and resolution of emergency situations.

4.2 Nothing in this agreement constitutes the relationship of partnership or employer and employee between the Manager and the Foundation or between the Foundation and the Manager's Workers and it is the express intention of the Parties that any such relationships are denied.

5. OBLIGATIONS

5.1 The Manager must:

- (a) immediately inform the Foundation:
 - (1) if the Manager becomes aware that a representation or warranty set out in this agreement has become, or is likely to become, false, misleading or breached; or
 - (2) of any fact, matter or circumstance which would allow the Foundation to make a claim under an indemnity in this agreement; and
- (b) provide the Foundation with such reasonable information and comply with the Foundation's reasonable requests in relation to the Services as made from time to time.
- (c) ensure the Residential Premises is occupied by a Worker at all times and in accordance with clause 9 of this agreement and the Residential Premises Licence.

6. DUTIES OF THE MANAGER

6.1 The Manager must deliver the Services as described in Annexure "A" of this agreement or otherwise agreed between the Parties from time to time.

7. WORKERS DAYS AND HOURS OF THE WEEK

7.1 The Manager agrees that:

- (a) it will ensure at least one of its Workers are on site for no less than [DAYS] of each year of the Term of this agreement.
- (b) the days and hours of delivery of the Services shall be as agreed between the Manager and the Foundation from time to time.
- (c) as required by the Foundation, the Manager shall deliver the Services and deal with emergencies as they arise.

8. STANDARD OF PERFORMANCE

8.1 The Manager must;

- (a) ensure that its Workers are aware of and adhere to the Foundation's requirements, including the Heritage Guidelines as described in Annexure "B", for performing the Services as specified in this agreement;

- (b) ensure that its Workers utilise the necessary skill, experience, and expertise to provide the Services with due care, skill, and diligence in a professional and ethical manner;
- (c) independently manage and perform the Services and proactively identify and rectify minor maintenance issues without requiring daily instruction from the Foundation;
- (d) obtain instructions from the Foundation for more significant maintenance issues, or unexpected matters that arise in the provision of the Services;
- (e) comply with all reasonable guidelines, requirements and instructions provided by the Foundation concerning the provision of the Services. Compliance with these guidelines, requirements and instructions does not affect the Manager's obligation and responsibility to determine how the Services are performed;
- (f) comply with all applicable laws concerning the provision of the Services and policies issued by the Foundation, including laws and policies relating to WHS, discrimination and harassment, security, privacy and use of the Foundation's facilities, including computing and related systems;
- (g) comply with all laws, regulations and valid directions of any governmental authorities, including but not limited to any Commonwealth, State or local authority, while performing the Services;
- (h) ensure that Workers possess at all times:
 - (1) a current mobile telephone number;
 - (2) a current after-hours/emergencies telephone number, upon which the Worker can be contracted; and
 - (3) that they are contactable by the Foundation upon those numbers at all reasonable times;
- (i) as and when directed by the Foundation, promptly report to the Foundation or any person which the Foundation determines, all information, explanations and advice required, or which should properly be informed to the Foundation in relation to:
 - (1) the Manager's engagement;
 - (2) the provision of the Services;
 - (3) non-compliance with this agreement including non-compliance with any Legal Requirements by the Manager or any of its Workers; and
 - (4) the business of the Foundation.
- (j) in addition to the above, the Manager must provide the Foundation with updates with respect to provision of the Services by the Worker on a weekly basis, by way of:
 - (1) provision of a completed weekly checklist to; and
 - (2) telephone conversation as and when required by the Foundation, with,

the person notified by the Foundation to receive such report.

- 8.2** The Foundation may, at its discretion, direct the Manager to remove any Worker from the Premises, either temporarily or permanently, at any time.

9. RESIDENTIAL PREMISES

- 9.1** The Foundation shall provide to the Manager on site living accommodation for its Worker(s) to occupy during the Term in accordance with the Residential Premises Licence.
- 9.2** The Manager will execute the Residential Premises Licence to allow its Worker(s) to reside in the Residential Premises during the Term.
- 9.3** The Manager must ensure vacant possession of the Residential Premises is returned to the Foundation within 14 days of expiry or termination of this Agreement.
- 9.4** The Foundation is not responsible for any taxes levies or other charges that may arise under this agreement and in particular, the parties agree that any fringe benefits tax charged to the Manager as a consequence of the arrangements set out in this agreement is due and payable by the Manager.

10. INSURANCE

10.1 Insurance

- (a) At all times during the Term, the Manager must have in place, at the Manager's own cost, current and comprehensive insurance policies in relation to any liability arising out of this agreement and ensure that its Workers performing the Services have sufficient insurance for any work they will do in relation to this agreement, including but not limited to:
- (1) workers compensation insurance;
 - (2) motor vehicle insurance;
 - (3) public & Product liability insurance for not less than \$10,000,000 per claim; and
 - (4) any other insurances required by law or as reasonably required by the Foundation.
- (b) The Manager will not cancel or otherwise change any insurance policy referred to in clause 10.1(a) without first providing a minimum of fourteen (14) days prior written notice to the Foundation.

10.2 Licences

At all times during the Term the Manager must ensure that:

- (a) it holds all Licences; and
- (b) the Licences are current and up to date.

10.3 Training

- (a) At all times during the Term the Manager must ensure that its Workers:

- (1) have completed the relevant Training;
 - (2) the currency of such Training is reviewed on a yearly basis; and
 - (3) it attends any training course at the request of the Foundation that the Foundation may require.
- (b) The Manager is responsible for meeting all expenses arising out of or in connection with the Training, including complying with its obligations under clause 10.3(a).

10.4 Evidentiary documents

The Manager must, on an annual basis, or as and when requested by the Foundation, promptly and without delay, provide the Foundation with evidence of any of the insurances and Licences referred to above, including copies of the insurance policies, receipts for payment of the insurance policies and Certificates of Currency for the insurance policies.

11. LIABILITY AND INDEMNITY

- 11.1** Subject to clause 11.2, the liability of the parties under or in connection with this agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise are limited in accordance with this clause.
- 11.2** Despite anything else contained in this agreement, neither party seeks to exclude or limit liability where such exclusion or limitation is precluded by applicable law. This includes, without limitation, liability in respect of:
- (a) death or personal injury resulting from a party's negligence; or
 - (b) fraud.
- 11.3** Neither party is liable to the other party in contract, tort, negligence, breach of statutory duty nor otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill.
- 11.4** The Manager will indemnify and hold harmless the Foundation from and against all claims and losses arising from the dishonesty of the Manager or its Workers.
- 11.5** The Manager will indemnify and hold harmless the Foundation from and against all claims and losses arising from:
- (a) the negligence or wilful default of the Manager or its Workers in the performance of the Services;
 - (b) any breach or non-performance of the obligations of the Manager whether express or implied under this agreement;
 - (c) any injury or death to any person or damage or destruction to any property directly or indirectly caused by the Manager, or its Workers;
 - (d) any claim made by a Worker of the Manager for injury or illness or under any laws relating to the Worker's engagement.

12. Contract Price

12.1 Monthly Fee

- (a) The Manager agrees to provide the Services in exchange for a monthly fee of [AMOUNT] plus GST.

12.2 Payment

- (a) The Manager must within 7 days after the end of each month during the Term deliver an invoice to the Foundation in writing specifying:
 - (1) the invoice number;
 - (2) the period covered by the invoice being the immediately preceding month; and
 - (3) the Monthly Fees payable by the Foundation in respect of the Services provided during the immediately preceding month; and
 - (4) constitute a tax invoice within the meaning of the GST Act.
- (b) The Foundation must, within 14 days of receiving from the Manager a valid invoice that complies with clause 12.2(a), pay the Manager the Fees specified in the invoice.
- (c) The Manager agrees that the Foundation will be entitled to withhold payment of the Fees specified in an invoice issued in accordance with clause 12.2(a), if its Worker fails to maintain the Residential Premises in a clean and tidy condition in accordance with this the Residential Premises Licence.

12.3 Expenses

Subject to this agreement, the Manager is responsible for, and the Foundation will not be required to pay, any costs and other expenses arising out of or in connection with the Manager's performance of its obligations under this agreement including, without limitation, all travelling, accommodation, dining, photocopying, printing, telephone, facsimile, postal, courier and delivery expenses but excluding any expenses payable by the Foundation pursuant to clause 13.

13. Reimbursement of expenses

13.1 Manager equipment

The Manager acknowledges that:

- (a) the Foundation is under no obligation to provide the Manager with equipment required to perform the Services and as such the Manager will use its own equipment to provide the Services; and
- (b) the costs associated with the Manager using its own equipment when providing the Services is accounted for in the Fee and the Foundation will not be responsible or liable to the Manager for any Loss incurred by the Manager as a result of such use.

13.2 Obligation to reimburse

Subject to clause 13.3, the Foundation must pay or reimburse the Manager those expenses properly incurred by the Manager at the request of the Foundation.

13.3 Documents required

The Foundation is only required to reimburse the Manager for expenses, under clause 13.2, where:

- (a) The expense was properly incurred by the Manager in the provision of the Services.
- (b) The expense was approved by the Foundation, in writing, prior to the expense being incurred; and
- (c) the expense is substantiated to the reasonable satisfaction of the Foundation, whether by production of receipts or otherwise.

14. GST

14.1 Consideration GST-exclusive

It is the intention of the parties that any consideration for a supply under this agreement be received by the supplier exclusive of GST.

14.2 Payment of GST

The recipient of a supply must pay the supplier an amount equal to the supplier's GST on the consideration at the same time as the consideration is paid. The supplier must issue a tax invoice before the recipient is obliged to pay the GST.

15. TERMINATION

16. Termination

16.1 Termination by the Foundation

The Foundation may immediately terminate this agreement by giving written notice to the Manager, if the Manager:

- (a) (if applicable) suffers a change of control so that there is a substantial change (being 50% or more) in the directors or shareholders of a Manager;
- (b) fails or refuses to comply with any lawful directions given by the Foundation or any person duly authorised by the Foundation;
- (c) is reasonably thought by the Foundation as failing to provide the Services to a satisfactory standard which continues unremedied for 10 Business Days after written notice of that failure has been given to the Manager;
- (d) commits a serious or persistent breach of any of the provisions of this agreement which, in the reasonable opinion of the Foundation, is incapable of being remedied to the reasonable satisfaction of the Foundation;
- (e) fails to remedy, to the reasonable satisfaction of the Foundation, a serious or persistent breach or default of any of the provisions of this agreement which is,

in the reasonable opinion of the Foundation, capable of being remedied, within 14 days of receiving notice from the Foundation of that breach or default;

- (f) is by reason of illness or incapacity unable to perform the Services for 10 consecutive Business Days;
- (g) is convicted of any offence involving fraud or dishonesty or any other offence (except for a traffic offence) which is punishable by imprisonment (whether that person is imprisoned or not);
- (h) has a receiver or receiver and manager or investigator or liquidator or provisional liquidator appointed or if a petition is presented for the appointment of a provisional liquidator; or
- (i) is unable to pay its debts as they fall due or compounds with its creditors or assigns any of its assets for the benefit of creditors; and
- (j) becomes bankrupt or commits an act of bankruptcy or brings its estate within the operation of law relating to bankruptcy.

16.2 Entitlements on termination

On termination of this agreement, whether under clause 16.1, or otherwise, the Manager is entitled to the Fee payable to the Manager up to and including the date of termination.

16.3 No compensation

On termination of this agreement, whether under clause 16.1, or otherwise, the Manager is not entitled to claim any compensation or damages from the Foundation in relation to the termination.

16.4 Termination by either Party

- (a) Despite anything to the contrary in this agreement, this agreement may be terminated at any time by either party giving to the other party not less than 90 days' prior written notice.
- (b) In the event of termination under clause 16.4(a), the Foundation may either:
 - (1) retain the Manager for all or part of the notice period; or
 - (2) pay the Manager an amount equal to the Fee payable to the Manager for so much of the notice period as the Manager is not so retained.

17. Intellectual Property

17.1 All Intellectual Property developed or created by the Manager or its Workers in the provision of Services, using Foundation's resources or the Property, will vest in the Foundation upon creation.

17.2 The Manager assigns to the Foundation all present and future proprietary rights in all Intellectual Property developed by the Manager or its Workers during the Term or as a result of its engagement by the Foundation. This assignment is for an indefinite period and the Manager is not entitled to payment for such assignment. The Manager acknowledges that the Foundation may use the Intellectual Property in whatever way it

so chooses. The Manager agrees to take all necessary actions, including signing further documents, to give effect to this assignment.

18. Notices

18.1 Form

A notice or other communication connected with this agreement ("**Notice**") must be in writing and given by a party, its authorised officer or its lawyer.

18.2 Delivery

A Notice must be:

- (a) delivered to the recipient's address or registered office; or
- (b) posted to the recipient's address or registered office by prepaid ordinary post (or airmail, if posted to or from a place outside Australia),

as set out in this agreement or notified from time to time.

18.3 Address for service

Details of the parties' addresses for service of Notices are set out below:

- (a) **XXXX:**
 - Address: **PartyAddress**
 - Attention: **Attention**
 - Facsimile: **PartyFax**
 - Email: **PartyEmail**

18.4 Service

- (a) Service of a Notice is deemed to have occurred, if sent:
 - (1) as a delivered letter – at the time it is delivered;
 - (2) as a posted letter – on the 2nd Business Day after posting (or the 7th, if posted to or from a place outside Australia).
- (b) If a Notice is served after 5.00 pm on a Business Day, it is deemed to have been served on the next Business Day.

18.5 Party's lawyer

A Notice may be:

- (a) given and signed by a party's lawyer; or
- (b) delivered to a party's lawyer by any of the means listed in clause 18.2 or to the lawyer's business address, DX box or facsimile.

19. General

19.1 Joint and several

If a party comprises 2 or more persons, the liability of those persons under this agreement is joint and several.

19.2 Relationship between parties

This agreement is not intended to create a partnership, joint venture or relationship of principal and agent between the parties.

19.3 Governing law and jurisdiction

- (a) This agreement is governed by the laws of New South Wales.
- (b) The parties submit to the jurisdiction of the courts of New South Wales and of the Federal Court of Australia.

19.4 Confidentiality

The terms and existence of this agreement are confidential and must not be disclosed (without the prior written consent of the parties) to any person other than the parties' professional advisers or as required by law.

19.5 Assignment

- (a) Rights arising out of or under this agreement may only be assigned by a party with the prior written consent of the other party.
- (b) A party must not unreasonably withhold its consent to assignment.

19.6 Consent

A party may give or withhold its approval or consent under this agreement in its absolute discretion, unless otherwise stated.

19.7 Severance

If a clause is void, illegal or unenforceable, it may be severed without affecting the other provisions in this agreement.

19.8 Entire agreement

This agreement replaces all previous agreements about its subject matter and constitutes the entire agreement between the parties.

19.9 Variation

A variation of this agreement must be in writing and signed by the parties.

19.10 Waiver

- (a) No right under this agreement is waived or deemed to be waived, except by written notice signed by the party waiving the right, or its authorised officer.
- (b) A party does not waive its rights under this agreement by granting an extension or forbearance to another party.

19.11 Costs and expenses

Each party must pay its own costs and expenses arising from this agreement and any related documents, unless otherwise set out in this agreement.

19.12 Time of performance

- (a) If a payment is made or something is done after 5:00pm on any Business Day, it is deemed to have been made or done on the next Business Day.
- (b) If this agreement requires something to be done on a day that is not a Business Day, it must be done on the next Business Day.

19.13 Further action

Each party must take all necessary further action to give full effect to this agreement.

19.14 Counterparts

This agreement may be executed in any number of counterparts.

19.15 Survival

The terms of this agreement survive its termination to the extent permitted by law.

19.16 Cumulative rights

The rights, powers and remedies provided in this agreement are in addition to those provided by law independently of this agreement.

19.17 Compliance with laws

Each party is responsible for compliance with all relevant laws and the requirements of all relevant authorities in connection with this agreement and:

- (a) must give all notices, pay all fees and obtain all permits, licences, approvals and consents necessary to comply with those requirements; and
- (b) acknowledges complete awareness and understanding of all such requirements prior to signing the agreement.

Executed on

2024

SIGNED SEALED AND DELIVERED by **CB ALEXANDER FOUNDATION** in the presence of:

.....
Signature of witness

.....
Signature

.....
Name of witness [PLEASE PRINT]

.....

.....
Address of witness [PLEASE PRINT]

[SELECT EITHER]

OPTION - A

SIGNED SEALED AND DELIVERED by **XX** in the presence of:

.....
Signature of witness

.....
Signature

.....
Name of witness [PLEASE PRINT]

.....

.....
Address of witness [PLEASE PRINT]

OPTION - B

EXECUTED by **XXXX** xxx in accordance with section 127 of the *Corporations Act 2001*:

Signature:

Signature:

Name:

Name:

PLEASE PRINT

PLEASE PRINT

Director

Director/Secretary *

* Delete as appropriate

Schedule

1. **Manager:**
2. **Managers address:**
3. **Managers email address:**
4. **Commencement Date:**
5. **Term:**
6. **Minimum Days:** 7 days per week
7. **Annual Fee:**
8. **Licences**
9. **Training:**
10. **Representative**

Annexure "A"

Services

Services include, but are not limited to, the following list of duties of the Manager and its Workers:

Part A - Barracks

- (a) Check in and after-hours Service:
 - i. monitor bookings, including last minute bookings on weekends and public holidays;
 - ii. greeting guests face-to-face;
 - iii. checking guests in/out in person, and utilising lock boxes for late check ins;
 - iv. housekeeping tasks including preparation of guest rooms both prior to check in and during check in for 'make my room' requirements, ad hoc cleaning as requested by the Foundation from time to time (including cleaning tasks outside the regular cleaning schedule), and management of vendor supplies related to laundry, linen and guest amenities (such as bathroom supplies, coffee, sourcing local produce for breakfast hampers, and delivery of same);
 - v. Setting up and packing away rollaway beds;
 - vi. Oversee and arrange guests' "add on" experiences;
 - vii. Conducting short guest tours of the Premises;
 - viii. Monitor cleaning and guest supplies, and replenish stock as needed.

Part B – Site Maintenance

- (a) Works closely with the Homestead Coordinator to manage maintenance of the site through a shared database, actioning high priority repairs and maintenance and executing tasks as approved by the Homestead Coordinator. Can arrange monthly meetings with the Homestead Coordinator to discuss maintenance and WHS.
- (b) All mowing, whipper snipping and garden management (*incl in/around Barracks*).
- (c) Weeding.
- (d) Pruning.
- (e) Mulching.
- (f) Disposal of green waste.
- (g) Feeding of roses and fruit trees.
- (h) Maintaining orchard.
- (i) Turning on sprinklers to front lawn and orchard when needed.

- (j) Maintaining edges of gravel pathways.
- (k) Cleaning gutters monthly.
- (l) Pressure clean verandas as required.
- (m) Blow leaves from stalls and car port area.
- (n) Monitor pest control traps, emptying & re-filling bait stations as needed, reporting major pest issues.
- (o) Maintain generator with monthly checks including regular checks during blackouts.
- (p) Carrying out minor maintenance services at the Property in a timely manner.
- (q) Organise relevant tradesperson to complete any maintenance tasks beyond the Manager's level of skill.
- (r) Clean Homestead toilets daily.

Part C – Animal Husbandry

- (a) Mucking out of pig stalls, feeding pigs, ear tagging pigs, drenching pigs, picking up pig feed, assist in loading pigs for transfer, and general pig welfare.
- (b) Contacting the vet directly if any issues with any on site animals arise. Bills to go to the Foundation.
- (c) Administering antibiotics etc if needed to animals.
- (d) Feeding chickens, organising collection of chicken feed, and general chicken welfare.
- (e) Clydesdale's general welfare, haltering and moving into different paddocks when needed, organising the farrier when needed.
- (f) Letting out the rams daily, doing the rams water, in contact with Tocal Farm Staff when they need to be moved off site.
- (g) Any other general animal husbandry that may arise with existing or new animals to the site.

Part D – Site Security

- (a) Secure the premises by:
 - i. patrolling the Premises;
 - ii. monitoring CCTV surveillance and alarm system using FreeControl;
 - iii. inspecting buildings, equipment and access points;
 - iv. checking on sounding alarms;

- v. ensure Barracks rooms and Homestead are secured and curtains drawn after guest check out;
- vi. provide access for and monitor tradespersons attending the Premises when needed.

Part E – Site Presentation

- (a) Prepare Premises before events by:
 - a. raking front of house gravel;
 - b. ensuring no confetti or rose petals remain on front lawn;
 - c. setting up equipment, lectern and/or chairs when required;
 - d. setting up for funerals;
 - e. assisting wedding caterers with emergency site presentation; and
 - f. setting up house hand rails.
- (b) Removal of rubbish left from events and activities at the Property which the event organiser has not removed.
- (c) Set the bench seats out for each tour and pack away on your rostered days/times on.
- (d) Set out bench seats for school groups and pack away at the end of the week.
- (e) Assist Homestead Coordinator with site set up and pack down for events, plus BBQ cleaning.

Part F – Other

- (b) Effective weekly reporting to the Foundation on all events and activities by email or other electronic device. A laptop and mobile phone will be provided by the Foundation.
- (c) Answer emails and communicate in a timely manner. Notify Homestead staff promptly in relation to stock requirements and purchase requests for capital items.
- (d) Engaging in after-hours public relations and liaison including dealing with ad hoc visitors and enquiries
- (e) Liaise with wedding co-ordinators, supervise ceremony only/photoshoot bookings.
- (f) Other services reasonably ancillary to the tasks and duties listed above.

Annexure "B"

Heritage Guidelines

Selected Summary of the Conservation and Management Plan

Tocal is recognised as a significant site with Tocal Homestead included on Heritage Registers for decades. Over that time there has been an extensive collation of information on the history and development of Tocal.

Tocal is an extensive property of 2200 hectares in the Lower Hunter Valley; owned by the CB Alexander Foundation but in the main, occupied and managed by the New South Wales Government (Department of Primary Industries and Regional Development) with some areas under the management of the Foundation. It operates as an agricultural college, heritage site and as a base for government services to agriculture in the region.

Statement of Significance

Tocal comprises a rural estate with farm structures, equipment, and employee residences that are remarkable for their integrity since European settlement at Tocal, from 1822 to the present day.

Tocal has never been subdivided since first settlement, nor has it been subject to any development dissonant with its character as a rural estate. Management has consistently respected Tocal, resulting in a landscape whose distinctiveness and integrity is unparalleled in Australia's national heritage.

Tocal Homestead is an outstanding nineteenth century farm complex with a two storey Georgian homestead and a collection of stone, brick and timber outbuildings, including some of the most complete nineteenth century farm buildings particularly the Bull Barn and Blacket Barn. Other rare structures include the barracks, brick underground grain silos, pump house with horse circle and the power generation equipment and elevator from 1926.

Tocal has associations with Edmund Blacket, a Colonial architect and Fred Ward the bushranger known as "Thunderbolt". The supervisor's cottage, known as Thunderbolt's cottage, is of significance due to its design along with the two-storey accommodation known as the Convict Barracks. Both these types of accommodation for farm workers are very rare.

The heritage items of the Tocal Homestead are of considerable representative significance, providing extensive evidence of changing workplaces, lifestyles, farm operations and land care that have occurred in agriculture from the convict era to the 21st century.

In summary, Tocal demonstrates a strong association with the establishment of colonial agriculture outside the Cumberland Plain, with the transformation of agricultural and pastoral practices, work-places and lifestyles spanning three centuries. The integrity and distinctiveness of Tocal, its structures and landscape is rare and unique. It is therefore of considerable national significance.

It is important to note, that any changes weather structurally or other, must be complete in accordance with the Conservation Management Plan and with pre-approval from CBAF Management. Below are the key policies that must be adhered to when managing change or maintenance to Tocal Homestead Buildings:

Managing Change to Tocal Homestead Buildings

CONSERVATION OBJECTIVE: To retain the existing and historical forms details and character of the place and significant elements while allowing ongoing effective use as a museum site. Changes to the buildings are not to be permitted unless essential for the ongoing conservation of the building and site.

Policy 4.1 Changes to the buildings are not permitted unless in exceptional circumstances.

Change is considered to be removing or altering anything.

The exceptional circumstances could include any work essential for the ongoing preservation of the buildings and garden. This could also include where existing fabric is damaged and no exact replica is available. This may extend to such items as incandescent light bulbs, or replacement of security system, fire alarms or electrical wiring if faulty.

Where the existing fabric is being affected by use, it should be protected by an appropriate overlay.

It is better to patch repair original fabric or repair in a sympathetic way (e.g. replacing damaged sections only) rather than undergoing wholesale replacement.

It is important that traditional and original details are maintained including the type of hardwood used, galvanised roof sheeting in traditional lengths, the correct roofing nails and slotted screws etc.

As per the Burra Charter Principles, new work should be identifiable on close inspection.

Policy 4.2 Original details and finishes must be recorded prior to any change or alterations. Recording should be undertaken by a heritage specialist and recording data submitted to the relevant heritage authority and details retained in Tocal archives.

Correct conservation process is to record by means of drawings and photographs buildings or details before they change. These should be archived with the NSW Heritage Council, College Archives and the Department.

Any evidence uncovered during the execution of the work should similarly be recorded.

The record should also clearly document all work that occurs on the site.

Policy 4.3 The current colour scheme of the Homestead should be retained.

The current colour scheme to remain unless there is clear evidence of the original colour scheme and the change is considered essential for the integrity of the buildings. Repainting

should be minimized internally to retain the integrity, but needs to be sufficient to keep the building and fabric in good condition.

Policy 4.5 No new development be permitted within the State Heritage Register listed area.

This is not to prevent reconstruction of known earlier buildings if sufficiently detailed documentation exists and the case for its reconstruction is supported by the NSW Heritage Council.

This is also not to restrict adaptive reuse of existing buildings if additional facilities are required as has been done for the toilets in the former garage and the Function Centre in the former Hayshed.

Use of the loft of the Stone Barn is also possible if access to it can be satisfactorily achieved from a conservation and safety point of view. This is likely to be more easily achieved internally.

Policy 4.6 The future development and utilization of Tocal Homestead follow this Conservation and Management Plan.

A detailed report by Dain Simpson in 1996 provides useful background information however it is noted that is the use of the loft of the stone barn for interpretation needs careful consideration due to the difficulty in obtaining access.

Policy 4.7 Reconstruction of 19th century elements of Tocal Homestead is possible provided it can be clearly demonstrated that they existed in the context of the current buildings and there is sufficient documentary evidence to provide the details for reconstruction.

Any consideration for reconstruction to be preceded by thorough research and details being presented to New South Wales Heritage Council for approval.

Policy 4.8 Temporary structures are possible but must preserve and protect all significant elements and the significance of the place.

Any temporary structure must not affect the significance of the place.

All elements of the site to be protected during the installation, use and removal of temporary structures.

Temporary structures shall not remain in place for more than 4 weeks unless prior approval is given.

Annexure "C"

Residential Premises Licence for Daly Kidd Cottage, 957 Tocal Road Paterson NSW

1 Right to Occupy the Premises

- 1.1 The Foundation agrees that the Manager has the right to occupy the Residential Premises during the Term.
- 1.2 The Manager may, with the Foundation's written permission, grant occupancy of the Residential Premises to its Worker(s). In such an event, the Manager will continue to remain subject to the terms of this Licence.
- 1.3 The Manager's right to occupy the Residential Premises forms part of the Fee in accordance with the Tocal Property Manager Agreement and is connected to the Manager's performance of the Services under that Agreement. Therefore, no additional rent is payable by the Manager to the Foundation for occupation of the Residential Premises.
-

2 Payment of council rates, land tax, water and other charges

- 2.1 The Foundation agrees to pay:
- (a) rates, taxes or charges payable under any Act (other than charges payable by the Manager under this agreement), and
 - (b) the installation costs and charges for initial connection to the Residential Premises of an electricity, water, gas, bottled gas or oil supply service, and
 - (c) all charges for the supply of electricity, gas (except bottled gas) or oil to the Manager at the Residential Premises that are not separately metered, and
 - (d) the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the Term, and
 - (e) all charges (other than water usage charges) in connection with a water supply service to separately metered Residential Premises, and
 - (f) all charges in connection with a water supply service to Residential Premises that are not separately metered, and
 - (g) all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the Residential Premises, and
 - (h) all charges for the availability of gas to the Residential Premises if the Residential Premises do not have any appliances, supplied by the Foundation, for which gas is required and the Manager does not use gas supplied to the Residential Premises for any purpose.
- 2.2 The Manager agrees to pay:
- (a) all charges for the supply of electricity, gas (except bottled gas) or oil to the Manager at the Residential Premises if the Residential Premises are separately metered, and

- (b) all charges for the supply of bottled gas to the Manager at the Residential Premises, and
- (c) all charges for pumping out a septic system used for the Residential Premises, and
- (d) any excess garbage charges relating to the Manager's use of the Residential Premises, and
- (e) water usage charges, if the Foundation has installed water efficiency measures referred to in clause 2.3 and the Residential Premises:
 - (i) are separately metered, or
 - (ii) are not connected to a water supply service and water is delivered by vehicle.

2.3 The Foundation agrees that the Manager is not required to pay water usage charges unless:

- (a) the Foundation gives the Manager a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the Manager, and
- (b) the Foundation gives the Manager at least 21 days to pay the charges, and
- (c) the Foundation requests payment of the charges by the Manager not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- (d) the Residential Premises have the following water efficiency measures:
 - (i) all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the Residential Premises have a maximum flow rate of 9 litres per minute,
 - (ii) all showerheads have a maximum flow rate of 9 litres per minute,
 - (iii) there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

2.4 The Foundation agrees to give the Manager the benefit of, or an amount equivalent to, any rebate received by the Foundation for water usage charges payable or paid by the Manager.

3 Use of Residential Premises

3.1 The Manager agrees:

- (a) to keep the Residential Premises reasonably clean and tidy;
- (b) not to keep animals on the Residential Premises without obtaining the Foundation's consent;
- (c) to notify the Foundation as soon as practicable of any damage to the Residential Premises;
- (d) that the Manager is responsible to the Foundation for any act or omission by a person who is lawfully on the Residential Premises if the person is only permitted on the Residential Premises with the Manager's consent and the act or omission would be in breach of this agreement if done or omitted by the Manager; and
- (e) that it is the Manager's responsibility to replace all light globes and batteries for smoke detectors on the Residential Premises.

3.2 The Manager agrees:

- (a) not to use the Residential Premises, or cause or permit the Residential Premises to be used, for any illegal purpose;
- (b) not to cause or permit a nuisance;
- (c) not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours;
- (d) not to intentionally or negligently cause or permit any damage to the Residential Premises; and
- (e) not to cause or permit more than **X** people to reside in the Residential Premises.

3.3 The Manager must ensure vacant possession of the Residential Premises is returned to the Foundation within 14 days of expiry or termination of the Total Property Management Agreement.

3.4 The Manager agrees, before giving vacant possession of the Residential Premises to the Foundation:

- (a) to remove all of the Manager's and Workers' goods from the Residential Premises;
- (b) to leave the Residential Premises in as nearly as possible in the same condition, with the exception of reasonable wear and tear, as at the commencement of the Manager's occupancy of the Residential Premises;
- (c) to leave the Residential Premises reasonably clean and tidy, having regard to the condition of the Residential Premises at the commencement of the Manager's occupancy of the Residential Premises;
- (d) to remove or arrange for the removal of all rubbish from the Residential Premises;
- (e) to ensure that all light fittings on the Residential Premises have working globes; and
- (f) to return to the Foundation all keys and other opening devices, provided by the Foundation.

4 Foundation's general obligations for the Residential Premises

4.1 The Foundation agrees:

- (a) to make sure that the Residential Premises are reasonably clean and fit to live in;
- (b) to make sure that all light fittings on the Residential Premises have working light globes on the commencement of the tenancy;
- (c) to keep the Residential Premises in a reasonable state of repair, considering the age of and the prospective life of the Residential Premises;
- (d) not to interfere with the supply of gas, electricity, water, telecommunications or other services to the Residential Premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out); and
- (e) to comply with all statutory obligations relating to the health or safety of the Residential Premises.

5 Urgent repairs

- 5.1 The Foundation agrees to pay the Manager within 14 days after receiving written notice from the Manager, any reasonable costs (not exceeding \$1,000) that the Manager has incurred for making urgent repairs to the Residential Premises (of the type set out below) so long as:
- (a) the damage was not caused as a result of a breach of this agreement by the Manager, and
 - (b) the Manager gives or makes a reasonable attempt to give the Foundation notice of the damage, and
 - (c) the Manager gives the Foundation a reasonable opportunity to make the repairs, and
 - (d) the Manager makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
 - (e) the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
 - (f) the Manager, as soon as possible, gives or tries to give the Foundation written details of the repairs, including the cost and the receipts for anything the Manager pays for.

Note : The type of repairs that are "urgent repairs" are defined in the Residential Tenancies Act 2010 and are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the Residential Premises,
- (j) a failure or breakdown of any essential service on the Residential Premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the Residential Premises to be unsafe or insecure.

6 Foundation's access to the Residential Premises

- 6.1 The Manager and the Foundation agree that the Foundation, the Foundation's agent or any person authorised in writing by the Foundation, during the Term of this Licence, may only enter the Residential Premises in the following circumstances:
- (a) in an emergency (including entry for the purpose of carrying out urgent repairs),
 - (b) if there is good reason for the Foundation to believe the Residential Premises are abandoned,

- (c) if there is good reason for serious concern about the health of any person on the Residential Premises and a reasonable attempt has been made to obtain the Manager's consent to the entry,
- (d) to inspect the Residential Premises, if the Manager is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- (e) to carry out, or assess the need for, necessary repairs, if the Manager is given at least 2 days' notice each time,
- (f) to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the Residential Premises, if the Manager is given at least 2 days' notice each time,
- (g) to value the property, if the Manager is given 7 days' notice (not more than one valuation is allowed in any period of 12 months),
- (h) if the Manager agrees.

7 Alternations and additions to the Residential Premises

7.1 The Manager agrees:

- (a) not to install any fixture or renovate, alter or add, cut into walls, drill holes or make repairs to the Residential Premises without the Foundation's written permission, and
- (b) not to remove, without the Foundation's permission, any fixture attached by the Manager that was paid for by the Foundation or for which the Foundation gave the Manager a benefit equivalent to the cost of the fixture, and
- (c) to notify the Foundation of any damage caused by removing any fixture attached by the Manager, and
- (d) to repair any damage caused by removing the fixture or compensate the Foundation for the reasonable cost of repair.

7.2 The Foundation agrees not to unreasonably refuse permission for the installation of a fixture by the Manager or to a minor alteration, addition or renovation by the Manager.

8 Locks and security devices

8.1 The Foundation agrees:

- (a) to provide and maintain locks or other security devices necessary to keep the Residential Premises reasonably secure;
- (b) to give the Manager a copy of the key or opening device or information to open any lock or security device for the Residential Premises;
- (c) not to charge the Manager for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- (d) not to alter, remove or add any lock or other security device without reasonable excuse or unless the Manager agrees, and
- (e) to give the Manager a copy of any key or other opening device or information to open any lock or security device that the Foundation changes as soon as practicable (and no later than 7 days) after the change.

8.2 The Manager agrees:

- (a) not to alter, remove or add any lock or other security device without reasonable excuse or unless the Foundation agrees, and
- (b) to give the Foundation a copy of the key or opening device or information to open any lock or security device that the Manager changes within 7 days of the change.

9 Smoke alarms

9.1 The Foundation agrees to ensure that smoke alarms are installed and maintained in the Residential Premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the Residential Premises.

- (a) The Foundation and Manager each agree not to remove or interfere with the operation of a smoke alarm installed on the Residential Premises unless they have a reasonable excuse to do so.

The Foundation and Manager enter into this agreement and agree to all its terms.