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12 November 2019
Our ref: EO:JP:191194
The Secretary
Committee
Leee Crrrr Body Corporate
48 Le Road
TTTTT QLD 4999
By Email:
Greetings
Re:
Caretaker Agreement ("Agreement")

We have been consulted by DW and DL as directors of W&D Management Pty Ltd concerning matters of discontent which have arisen between our client and the Committee.

It has been alleged against our client that the "Body Corporate has received many complaints from residents that they are dissatisfied with current state of the Leeee Crrrr Complex, due to caretaking services not being provided at all, or are being provided to a low standard. The appearance of the lawns, gardens and hedges has been allowed to degenerate considerably to the point where the complex appears run down and neglected since you have assumed the role of Caretaker." This broad statement of 18 October 2019 is denied. It goes on to specify "a few matters requiring attention" and requires our client to attend to "these matters and failure to do so" is considered a breach of the agreement. Termination of the agreement is threatened "should the breach continue". Our client denies the allegation that the complex is run down and neglected.

The Committee might like to consider that at the present time a large part of South East Queensland is experiencing drought conditions and the suburbs of Brisbane are not exempt from this state of affairs. To meet some of your expectations would require consumption of great quantities of potable water at considerable cost to unit owners. Is that their expectation which can only get worse.

By letter dated 24 October 2019 our client wrote to the committee in response to the notice dated 18 October 2019 and setting out proposed methodology for dealing with concerns and inviting any other concerns to be raised with our client. We are instructed to say that in terms of the agreement our client is not expected to carry out the role of a landscaper, pool maintainer or horticulturist.

Furthermore, if it is required to fulfil activities outside those anticipated by the agreement then the cost of doing so, in hiring tradespeople or purchasing materials shall be paid for as a separate expense by the body corporate. And the body corporate must pay for goods and

materials required by our client to attend to its duties specified in the agreement.

"Liability limited by a scheme approved under professional standards legislation"

The Committee

Leeee Crrrr Body Corporate 14/11/2019

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We are instructed to suggest that if there are ongoing issues, that they would best be resolved by discussion between a representative of our client and a representative of the Body Corporate not the whole committee.

In order to keep the time sequence may we suggest that you respond by return email.

Yours faithfully,

O'Sullivan's Law Firm Pty Ltd

John Walker

John Walker

Solicitor