

Letting Management Agreement – Ramada Resort Phillip Island

Date:	
Operator:	Resort Management by Wyndham Pty Ltd ACN 099 634 830, and its permitted assigns
Address of Operator:	c/- Wyndham Vacation Resorts Asia Pacific Pty Ltd, Level 7, 1 Corporate Court, Bundall, Queensland 4217
Owner:	
Address of Owner:	
Agreement:	This letting management agreement including Schedule 1
Villa:	Villa No. at the Resort Carpark/Storage Area No. (if applicable)
Trust Account:	The trust account into which Gross Rooms Revenue will be paid and which is held with an Australian Bank and will be audited by a registered company auditor on an annual basis in line with local trust accounting regulations
Emergency:	Circumstances which the Operator in its absolute discretion considers give rise to the need for repairs, maintenance or replacement to be undertaken on an urgent basis
Fees & Costs:	Any fees and costs payable by the Owner to the Operator as may be referred to in Schedule 1 Part B(1) and which is to be deducted from the Pooled Owner Retention or which may be referred to in Schedule 1 Part B(2) and deducted from the Owner's share of Net Rental Income (if not paid directly by the Owner to the Operator)
FF&E	Furniture, fittings and equipment
FF&E Levy (FF&E Levy):	2% of Gross Rooms Revenue for repair, maintenance and replacement of FF&E
Furniture Account:	A trust account set up by the Operator, with an Australian bank, to hold the FF&E Levies of the Owner and all other members of the Scheme
Gross Rooms Revenue:	Total Rent received by the Scheme (excluding GST)
Labour Rate:	Any internal wages expended by the Operator in carrying out repairs and maintenance as set out in Schedule 1 of this Agreement
Management Fee:	60% of Gross Rooms Revenue
Management Rights:	All rights held by the Operator or any of its associates that facilitates the operation of the Scheme not including the Operator's rights as lessee of the common areas or as manager under the Resort Rules
Maximum Expenses:	\$500 (plus GST)

Net Rental Income:	The Pooled Owner Retention less Resort Rules levies, FF&E Levies and Scheme Villa internal general repair, maintenance and replacement (non-FF&E) as referred to in Schedule 1 Part B(1)
LMA:	This Agreement and each other letting management agreement on substantially the same terms as this Agreement between the Operator and the owner of a villa at the Resort
Owner Occupation Fee:	As set out in Schedule 1 Part C
Owner's share of the Net Rental Income	The amount of Net Rental Income allocated to the Owner in the proportion that reflects the Owner's Villa Entitlement at the relevant time
Owner Return:	The Owner's share of the Net Rental Income less all amounts that are permitted to be deducted under this Agreement
Pooled Owner Retention:	40% of Gross Rooms Revenue
Rent:	The monies received for letting the Villa at the rate determined by the Operator excluding payment for any ancillary services provided directly by the Operator (including food and beverage, internet, telephone or other entertainment services)
Resort:	Ramada Resort Phillip Island at 2128 Phillip Island Road, Phillip Island, Victoria 3922
Resort Rules:	The meaning given in clause 4.1.5
Scheme:	The scheme known as the Ramada Resort Phillip Island Letting Scheme
Scheme Member:	The Owner in respect of the Villa to which this Agreement relates while it is in force and each other owner of a villa at the Resort (including for the avoidance of doubt the Owner in respect of another villa) in relation to which an LMA is in force
Scheme Operating Expenses:	The expenses relating to the operation of the Scheme not payable by the Owner as referred to in Schedule 1 Part A
Transfer:	In relation to Management Rights means to assign or transfer the Management Rights or to cause another person to become the holder of those rights or rights substantially the same as those rights
Villa Entitlement:	As described in the Scheme's product disclosure statement, current as at the date of distribution of the Owner Return, as adjusted depending on the number of villas that participate in the Scheme at the time of distribution

TERMS

Introduction

- A. The Operator has the right to manage and let Villas within the Resort. Through its own onsite services, personnel and expertise, equipment, booking facilities and reception office, the Operator operates guest accommodation arrangements for Villas at the Resort.
- B. The Owner is (or is entitled to be) the registered owner of the leasehold interest in the Villa and voluntarily wishes to appoint the Operator to exclusively manage letting of the Villa, including finding guests to occupy the Villa.
- C. The parties agree to the terms of the Operator's appointment detailed in this Agreement.

IT IS AGREED

1. Appointment as Operator

- 1.1 The Owner appoints the Operator to exclusively let and manage the Villa for the Owner.
- 1.2 The Owner acknowledges that the appointment is exclusive. The Owner must not lease or agree to lease or grant any licence or other rights regarding the Villa to any other person for the provision of occupancy services or other services, while this Agreement is in operation or otherwise personally use the Villa other than pursuant to this Agreement.

2. Letting of Villa

- 2.1 The Owner must provide the Villa (including all keys, security swipes and any remotes) to the Operator to let for the purpose of short term holiday accommodation in accordance with this Agreement.
- 2.2 In accordance with clause 11, the Owner must furnish the Villa with a suitable furniture package, to the standard required by the Operator at the cost of the Owner.
- 2.3 The Operator must let the Villa to members of the public at a charge determined from time to time by the Operator.

3. Operator's Duties

- 3.1 On behalf of the Owner the Operator must:
 - 3.1.1 Have responsibility for the management (including marketing, administration, housekeeping and collection of rental) of the Villa;
 - 3.1.2 Maintain and renew any licences, permits and registrations required for carrying out the letting;
 - 3.1.3 Operate the letting business in a proper and business-like manner;
 - 3.1.4 Make every reasonable attempt to the best of its ability to ensure that all guests observe the Resort Rules;

- 3.1.5 Perform and supervise maintenance and/or repairs to the internal Villa;
- 3.1.6 Facilitate check-in, check-out and housekeeping services;
- 3.1.7 Advertise and promote the villas participating in the Scheme including the Villa and the Resort to travel industry agents and operators;
- 3.1.8 Pay the Scheme Operating Expenses listed in Schedule 1 Part A from the Management Fee;
- 3.1.9 Keep full and adequate books of account and such other records as required to reflect the Rent and deductions associated with letting the Villa;
- 3.1.10 By the 25th day of each calendar month, forward a report to the Owner outlining the calculation of the Gross Rooms Revenue, Management Fee, Pooled Owner Retention, Net Rental Income Owner's share of the Net Rental Income and Owner Return for the previous calendar month in accordance with this Agreement;
- 3.1.11 By the 25th day of each calendar month deposit into the Owner's nominated bank account the Owner Return;
- 3.1.12 Establish a seasonal price and rate schedule for the Villa;
- 3.1.13 Comply with legal requirements and with any requirements from insurance companies covering any risk against the Resort.

4. Owners Duties and Authorisations

- 4.1 The Owner must:
 - 4.1.1 Make the Villa and its contents, including all furniture fittings and equipment contained within the Villa, available at the Owner's cost for the purpose of this Agreement;
 - 4.1.2 Not list the Villa for sale unless the Owner:
 - (a) Gives reasonable notice to the Operator in writing; and
 - (b) Allows arrangements to be made for inspections by prospective purchasers to be coordinated by the Operator (including by giving the Operator reasonable notice before arranging any inspections) so as to not interfere with the use of the Villa by guests;
 - 4.1.3 Pay on time any costs the Owner is responsible for related to the Villa (unless deducted by the Operator as provided for under this Agreement from the Pooled Owner Retention or the Owner's share of the Net Rental Income) including but not limited to: Resort Rules levies, local authority charges, replacement and repair of FF&E, maintenance and refurbishment requirements deemed reasonable to maintain the Villa and the Villa's furniture, fittings and fixtures to the minimum "Ramada" standard as determined by the Operator from time to time;
 - 4.1.4 Not interfere with the operation of the letting business conducted by the Operator;

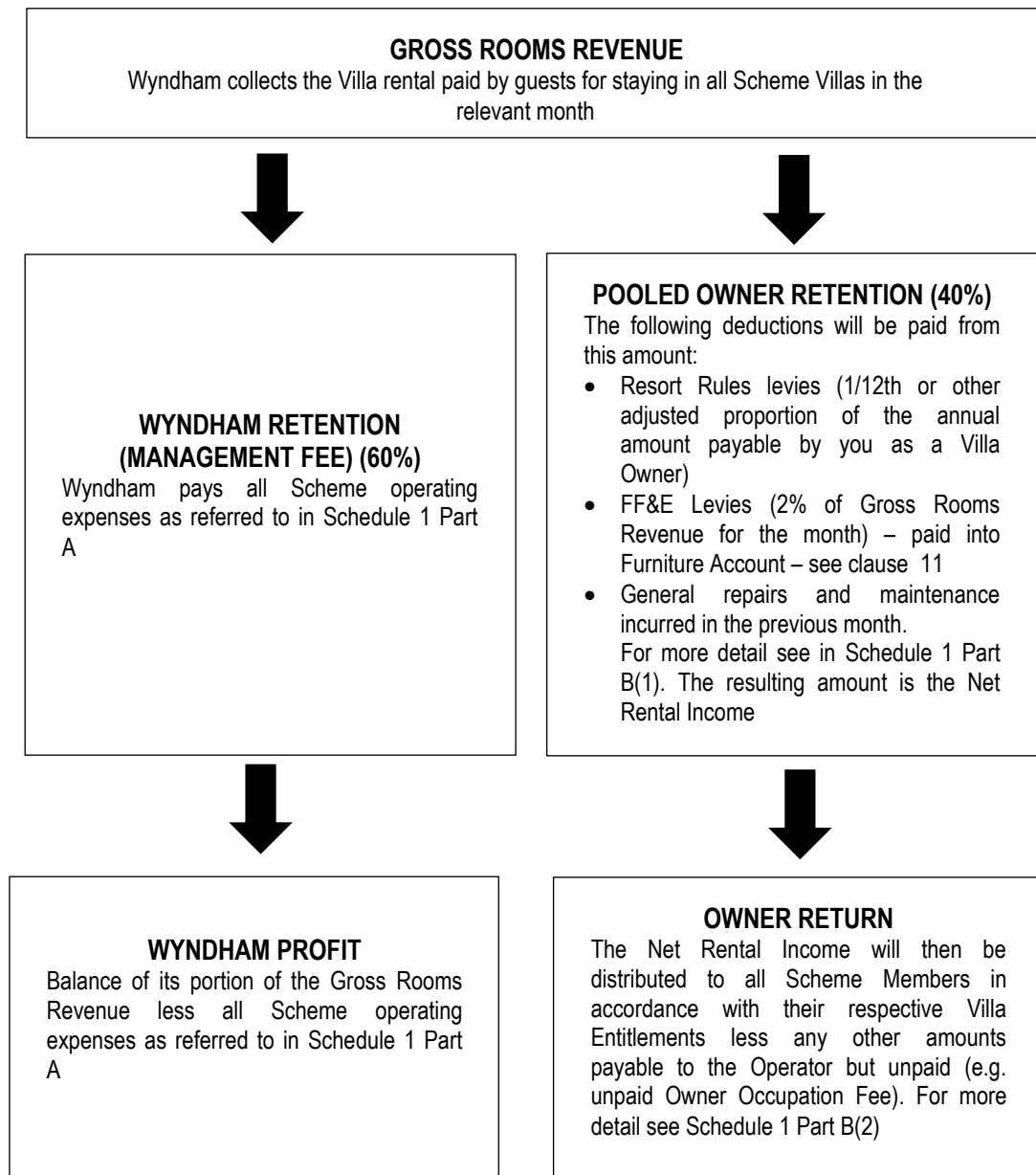
- 4.1.5 Comply with the provisions of the Resort's by-laws (**Resort Rules**);
 - 4.1.6 Ensure that the standard of the Villa and its FF&E are maintained to a minimum "Ramada" standard (being the standard determined from time to time by the Operator) and if the Owner refuses to maintain this standard, the Operator is not obliged to let the Villa;
 - 4.1.7 Pay all tax/ duty in respect of this Agreement (as applicable); and
 - 4.1.8 Forward immediately to the Operator a copy of any notice or requisition that the Owner receives from a local or federal authority or other regulatory body having jurisdiction over the Villa or its use.
- 4.2 The Owner authorises the Operator to:
- 4.2.1 Enter into agreements on the Owner's behalf to let the Villa, subject to restrictions contained within this Agreement;
 - 4.2.2 Determine the Villa rental rate;
 - 4.2.3 Enter into promotional and letting agreements with tourist and travel organisations or companies on the Owner's behalf;
 - 4.2.4 Accept bookings for the Villa up to twelve (12) months in advance; and
 - 4.2.5 Allow the Operator to use the Villa free of charge for up to seven (7) nights per annum for promoting and marketing the Resort and the Owner understands that no Rent will be paid during such period of occupation.

5. Fees, Charges and Expenses

- 5.1 The Owner authorises the Operator to deduct the Management Fee from the Gross Rooms Revenue, the amounts referred to in Schedule 1 Part B(1) from the Pooled Owner Retention and any further amounts payable by the Owner to the Operator as referred to in Schedule 1 Part B(2) from the Owner's share of Net Rental Income.
- 5.2 The Owner must immediately pay the Operator any outstanding balance in circumstances where the amount payable under clause 5.1 with respect to the Owner from the Pooled Owner Retention cannot be paid from the Pooled Owner Retention or any amount payable by the Owner from the Owner's share of Net Rental Income exceeds the amount of the Owner's share of Net Rental Income.
- 5.3 The Operator must provide the Owner invoices of any additional amounts charged by the Operator and payable by the Owner directly or by deduction from the Owner's share of Net Rental Income (e.g an agreed amount for capital improvements).
- 5.4 The Operator will make a reasonable attempt to collect unpaid Rent or compensation for damage to the Villa however the Operator is not responsible for unpaid Rent or damage and is not obliged to commence legal proceedings against occupants or past occupants of the Villa if Rent is unpaid or for damage to the Villa. The Operator must notify the Owner of any outstanding rental arrears or any damage sustained to the Villa.
- 5.5 If the Owner terminates the Agreement in accordance with clause 8, the Owner is liable for any

amounts payable to the Operator by the Owner accrued for periods up to and including the relevant termination date.

- 5.6 The Operator may adjust any or all of the Fees & Costs payable by the Owner that are stated to be subject to CPI increases annually on 1 July each year in accordance with the Consumer Price Index (All Groups) for Brisbane and the adjusted Fees & Costs will be payable by the Owner upon 30 days' notice being given to the Owner by the Operator.
- 5.7 To clarify, the Owner Return is calculated in accordance with section 9 of the current Product Disclosure Statement issued by the Operator for the Scheme, summarised as follows:



6. Owner's Release and Indemnity

- 6.1 The Owner indemnifies and agrees to keep indemnified the Operator, its officers, assignees and employees from any actions, claims, demands, losses, costs, damages and expenses arising out of or in respect to this Agreement from:
- 6.1.1 The Owner's failure to comply with this Agreement or breach of Owner's representations or warranties;
 - 6.1.2 The Owner's unreasonable failure to give the Operator prompt and appropriate authority or instruction and/or the Owner's failure to provide/make available sufficient funds to carry out instructions or authority;
 - 6.1.3 Any loss arising from death or injury to person or damage to property regardless of cause other than from negligence or default on the part of the Operator; and
 - 6.1.4 Any negligent act or omission or willful default on the part of the Owner.
- 6.2 The Owner specifically acknowledges that the Operator is not responsible for loss or damage caused to the Villa or its contents, unless the damage is caused by the wilful or reckless default or negligent act of the Operator.
- 6.3 The Owner releases and forever discharges the Operator from any liability for unpaid Rent or compensation for damage to the Villa provided the Operator has made reasonable attempts to collect the unpaid Rent or such compensation.

7. Assignment

- 7.1 The Operator may assign its interest in this Agreement and its entitlement to carry on the Operator's letting business. If the Owner does not consent to this Agreement being assigned by the Operator to a new letting operator, the Owner is able to give notice to terminate this Agreement pursuant to clause 8 or enter into a new agreement with the new operator.
- 7.2 From the date of any such assignment as permitted under clause 7.1, the Operator is released and discharged from any further liability under this Agreement but without prejudice to the rights and remedies of either party arising in respect of anything occurring prior to the date of assignment.
- 7.3 Any assignment will be made subject to the occupancy rights of existing guests and future bookings and all rights required to operate the Scheme will be transferred by the Operator to the new operator at the same time.

8. Duration and Termination of Agreement

- 8.1 This Agreement operates until it is terminated pursuant to clause 8.2.
- 8.2 This Agreement is terminated if any or all of the following apply:

- 8.2.1 subject to sections 434J to 434M inclusive of the Corporations Act, a party is liquidated, or a provisional liquidator is appointed or an administrator is appointed or a receiver of the party's assets is appointed (if the party is a corporation);
 - 8.2.2 a party becomes bankrupt (if the party is a natural person); or
 - 8.2.3 a party gives 90 days' notice in writing of termination to the other party.
- 8.3 If the Owner terminates this Agreement, the Owner acknowledges that it is bound by any advance bookings made by the Operator (excluding any bookings made for occupation by the Operator or an associate of the Operator) for the Villa prior to any termination, including, without limitation, in circumstances where the Owner has terminated this Agreement because the Villa is being or has been sold by the Owner. The Owner must ensure that any new purchaser of the Villa is bound by any advance bookings for the Villa.
- 8.4 Despite clause 8.3 above, the Operator has the right to reallocate any forward bookings past the relevant termination date to other Villas which are then let by the Operator.

9. Use of Villa by Owner

- 9.1 The Owner can use the Villa subject to the following restrictions:
- 9.1.1 The Owner must pay the Owner Occupation Fee to the Operator for every 7 day period (or part thereof) of the Owner's stay in the Villa. This fee is payable to the Operator by the Owner at the time of occupation to cover cleaning, utilities and administration and is subject to annual CPI increase but if unpaid at that time may be deducted from the Owner's share of Net Rental Income;
 - 9.1.2 The Owner is not entitled to any distribution of Net Rental Income for the period during which you occupy your Villa (as no income is being generated when you stay in your Villa) or any period that your Villa is not being let under clause 4.1.6;
 - 9.1.3 The Owner must provide at least 7 days written notice to the Operator if the Owner wishes to use the Villa and all reservations must be made through direct contact with the Resort;
 - 9.1.4 The Owner can only use the Villa for a maximum of 21 days per calendar year of which no more than 10 days are to be used during a peak period. A peak period is 15 December to 31 January, Easter school holidays, the weekend of the Moto GP and any other significant special event on Phillip Island as determined reasonably by the Operator and notified on the Scheme website from time to time.
 - 9.1.5 Use of the Villa is subject to availability and the Owner is unable to use the Villa if the Villa has a confirmed existing booking which cannot be substituted for an alternative similar Villa; and
 - 9.1.6 The Owner acknowledges that they are required to register at the Operator's reception prior to occupying the Villa.

10. Transfer of Management Rights

- 10.1 If a majority of Scheme Members advise the Operator in writing that they wish to terminate the

Operator's appointment the Operator must, within 9 months, transfer the Management Rights to a person that is chosen by the Operator that has not been involved in the operation (including promotion) of the Scheme and is not controlled by a person that has been involved in the operation (including promotion) of the Scheme.

- 10.2 If an Operator fails to complete that transfer within the 9 month period, the Operator must cause the transfer of the Management Rights to a replacement operator named in a written notice given by a majority of Scheme Members, at a price specified in the notice.
- 10.3 A transfer referred to in clause 10.1 or 10.2 must be done as soon as practicable, but if there is a body corporate for the real property to which the Scheme relates, there must be a reasonable time for members of the body corporate to consider whether to make a decision referred to in clause 10.5 unless the body corporate has consented to the transfer.
- 10.4 If the Operator receives a notice under clause 10.2, the Operator must advise all body corporate members of the name of the person to whom the transfer is to be made.
- 10.5 Unless the body corporate has consented to the transfer, an Operator does not have to transfer the management rights to the person named in the notice given under clause 10.2 if a majority of body corporate members state in writing to the operator that the person should not be engaged by the body corporate to perform caretaking functions.
- 10.6 If a majority of body corporate members make a decision referred to in clause 10.5, a majority of Scheme Members may then at any time name a replacement operator by a written notice, to whom the Operator must transfer the management rights at a price set out in the notice and the notice will be taken to be given in accordance with clause 10.2.
- 10.7 Clause 10.4 to 10.6 do not apply if the body corporate or a majority of body corporate members agree in writing to the transfer to the person named in a notice under clause 10.2 or 10.6 before that notice is given to the Operator.
- 10.8 The price specified by Scheme Members in a notice under clause 10.2 must be one of the following:
 - (a) the average of two valuations of the management rights by independent qualified valuers nominated by the Australian Property Institute (or another relevant independent professional body approved by the Australian Securities and Investments Commission); or
 - (b) the highest bona fide bid for the management rights (excluding a bid by the Operator or its associates) at an auction of which at least sixty (60) days' notice had been given; or
 - (c) the highest bona fide amount tendered (excluding any tender by the Operator or its associates) for the management rights following reasonable efforts to market the property for at least sixty (60) days.
- 10.9 In determining if there is a majority of Scheme Members or body corporate members, the Operator and its associates and any person nominated as a replacement operator and associates of that person must not be counted.
- 10.10 For Scheme Members, a majority is based on their entitlement to vote at body corporate meetings if there is a body corporate for the property to which the Scheme relates, and otherwise each Scheme Member shall have one vote.

- 10.11 For body corporate members, a majority is based on their entitlement to vote at body corporate meetings.
- 10.12 A Scheme Member or a body corporate member makes a decision by signing a document that sets out the decision.
- 10.13 Any Scheme Member may arrange a valuation or auction of, or may market, the Management Rights before or after the expiration of the 9 month period referred to in clause 10.1 for the purposes of determining a price to be specified in a notice under clause 10.2.
- 10.14 If a Scheme Member incurs any reasonable valuation, auction or marketing costs under clause 10.13 that Scheme Member is entitled to be reimbursed out of the price payable by any person nominated by the members as transferee of the Management Rights when the price is paid to the Operator.
- 10.15 The Operator must give reasonable assistance to enable the transferee to operate the Resort including making available information concerning any prospective bookings.

11. Furniture Fittings and Equipment (FF&E)

- 11.1 The Owner must furnish the Villa to a minimum standard to satisfy the Ramada branding standards as determined from time to time by the Operator at its sole discretion. After inspection of the Owner's Villa, the Owner agrees to pay to the Operator the amount specified by the Operator not exceeding \$[insert] for the following FF&E to be provided by the Operator for the purpose of the Owner's Villa meeting the minimum standard set out above:

[insert list if applicable].

[Insert as applicable:

The Owner's Villa cannot participate in the Scheme until the new FF&E is provided. The Operator will provide the relevant FF&E within [insert timeframe] of the payment being received.

[OR]

The Owner's Villa can participate in the Scheme on and from [insert date] however the Owner must pay the amount specified by the Operator for FF&E by [insert date] and the Operator will provide the FF&E within [insert timeframe] of payment being received.

- 11.2 A FF&E Levy is to be deducted from the Pooled Owner Retention and the following provisions apply:
 - 11.2.1 The FF&E Levy is used to facilitate the repair maintenance and/or replacement of the FF&E in the Villa when deemed necessary at the discretion of the Operator;
 - 11.2.2 The FF&E Levy for the Villa will not be collected while \$10,000.00 is held in the Furniture Account on behalf of the Owner at any time, so that the balance of the Furniture Account for each individual Villa does not exceed \$10,000.00;
 - 11.2.3 Funds from the FF&E Levy must be placed into the Furniture Account which must be audited annually by a registered company auditor;
 - 11.2.4 If this Agreement is terminated, the Operator must promptly return to the Owner any funds not expended and held in the Furniture Account on behalf of the Owner; and

- 11.3 The Operator can deduct from the amount held on behalf of the Owner in the Furniture Account up to the Maximum Expenses amount without the consent of the Owner. The Operator may deduct an amount greater than the Maximum Expenses amount in an Emergency or with the consent of the Owner, which is not to be unreasonably withheld.
- 11.4 If there are insufficient funds in the Furniture Account held on behalf of the Owner to fulfill the requirement under the clause 11.3, the Operator can deduct any additional required funds from the Owner's share of Net Rental Income up to the Maximum Expenses amount. The Operator may deduct an amount greater than the Maximum Expenses amount in an Emergency or with consent from the Owner, which is not to be unreasonably withheld.
- 11.5 If the Operator is required to carry out any minor installation and/or maintenance repairs with respect to FF&E the Labour Rate specified in Schedule 1 Part B(1) with respect to non-FF&E can be charged by the Operator for the provision of such services.

12. Other Maintenance

- 12.1 The Operator may from time to time undertake minor wear and tear repairs in the Villa at its own cost, at its own discretion.
- 12.2 Repairs, maintenance and replacement of common property (including the external villas) is the responsibility of all owners at the Resort to which the Owner will contribute by way of Resort Rules levies and will not be at the expense of the Operator.
- 12.3 All other repair, maintenance and replacement to maintain the standard of the Villa and its FF&E as required by clause 4.1.6 is to be undertaken at the cost of the Owner in accordance with the terms of this Agreement. To clarify:
- 12.3.1 The cost of any repair, replacement or maintenance of the FF&E will be dealt with in accordance with clauses 11.2 to 11.5.
- 12.3.2 General maintenance and repairs of the Villas' interiors (non-FF&E) will be undertaken under the supervision of the Operator and the costs of these works will be deducted from the Pooled Owner Retention. General repairs and maintenance include day to day repairs on a like for like basis for the continuation, protection, repair and upkeep of the Villas. This includes items which are considered, at the Operator's discretion, too minor in dollar terms to form part of the FF&E and includes such things as crockery, cutlery, glassware, pillows, light bulbs and batteries. See Schedule 1 Part B(1).
- 12.3.3 The Operator will notify the Owner of any additional works that are required to be undertaken at the Owner's expense in order to maintain the standard of the Villa and seek the Owner's consent to such works (not to be unreasonably withheld), the cost of which may be paid directly by the Owner to the Operator or deducted from the Owner's share of Net Rental Income. See Schedule 1 Part B(2).

13 Owners Warranties

- 13.1 The Owner agrees and warrants:
- 13.1.1 that it is the registered owner of the Villa;
- 13.1.2 that it has not already appointed and will not appoint another person to let the Villa, find guests to occupy the Villa or to collect rent or income for the Villa;

- 13.1.3 that it will not use, enter or attempt to use or enter the Villa except with the prior written consent of the Operator;
- 13.1.4 that it has the full right to enter into this Agreement and grant the Operator the rights granted pursuant to it; and
- 13.1.5 that it has disclosed to the Operator all relevant facts about the Villa prior to entering into this Agreement.

14 Interpretation

- 14.1 The singular includes the plural and vice versa.
- 14.2 A reference to one gender includes a reference to all other genders.
- 14.3 Headings to clauses are included for the sake of convenience only and must not affect the interpretation of the clauses to which they relate.
- 14.4 The word person means and includes a natural person, a company, a firm or any other legal entity whether acting as a trustee or not.
- 14.5 This Agreement is binding on each party's legal personal representatives, successors and assigns.
- 14.6 This Agreement cannot be varied except in writing and signed by both parties.
- 14.7 When a party consists of two or more persons the rights and obligations of such persons under this Agreement are for the benefit of and bind all of them jointly and each of them severally.
- 14.8 This Agreement is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria in respect of any dispute or proceeding arising out of this Agreement.
- 14.9 This Agreement may be signed in counterparts and all counterparts taken together constitute one document. Once all counterparts have been signed, each counterpart is an effective legal document.

15 Notices

- 15.1 Any notices to be served on the parties under this Agreement must be delivered to the address listed in the reference table, beginning on page 1.

16 Liquor Licence

- 16.1 The Owner acknowledges and agrees that:
 - 16.1.1 the Operator operates licensed premises within the meaning of the Liquor Control Reform Act 1998 (Vic) (or other relevant statutory provisions or any rules, by-laws or regulations for the time being in force in Victoria) (**Liquor Control Laws**) under a licence granted to it under the Liquor Control Laws (**Liquor Licence**);

- 16.1.2 the Owner (and guests of the Owner) may not interfere with or obstruct the Operator in performing its rights and duties in connection with the Liquor Licence; and
- 16.1.3 the Owner (and guests of the Owner) will not do anything which jeopardises or removes the grant, continuing grant or renewal of the Liquor Licence or any other liquor licence obtained by the Operator in relation to the Villa or the Resort.

17 GST

- 17.1 In this clause the expressions "adjustment note", "consideration", "GST", "input tax credit", "supply", "tax invoice", "recipient" and "taxable supply" have the meaning given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.
- 17.2 Unless otherwise stated, all amounts payable under this Agreement include GST at the rate of 10%.
- 17.3 If the rate of GST is varied, the consideration payable for any supply under this Agreement will be varied to reflect the change of rate and any reduction in any other tax, duty or statutory charge connected with the rate change.
- 17.4 If this Agreement requires a party to reimburse or indemnify the other party for any expense, loss or outgoings, (**expense**) the amount required to be paid by the first party will be the sum of:
 - 17.4.1 the amount of the expense net of input tax credits (if any) to which the other party is entitled in respect of the expense (**net amount**); and
 - 17.4.2 if the other party's recovery from the first party is a taxable supply, any GST payable in respect of that supply.
- 17.5 If a GST inclusive price is charged or varied, the supplier will deliver to the recipient a valid tax invoice or adjustment note at or before the time of the supply. The recipient can withhold payment of the GST until the supplier provides a valid tax invoice or adjustment note as appropriate.
- 17.6 If GST is payable on the supply of any good or service which is stated to be exclusive of GST or plus GST, then any amount payable under this Agreement shall be increased to include GST and the GST amount will be payable by the Owner in addition to the cost of the good or service and at the same time as payment for the good or service is made.

EXECUTED AS AN AGREEMENT

Signed by the Owner:

.....	
Date: / /	
Signature	Full name in BLOCK letters

.....	
Signature 2 (if applicable)	Full name in BLOCK letters

Signed on behalf of the Operator:

.....	
Date: / /	
Signature	Full name in BLOCK letters

Schedule 1

A. SCHEME OPERATING EXPENSES PAYABLE BY THE OPERATOR

The Operator will be responsible for paying all operating costs of the Scheme which are not covered by the amounts deducted from the Pooled Owner Retention or the Owner's Share of Net Rental Income including:

- Sales, Marketing, advertising & promotions
- Employee wages and expenses to the extent referable to the Scheme
- Room cleaning
- Travel agency commissions
- Public liability and villa Contents Insurance
- Linen and room consumables
- Ramada royalty fees
- Utilities (telephone, power and gas)
- Bank fees and charges
- Legal, audit and consultancy fees as required
- Licensing and permits

B. LIST OF DEDUCTIONS OR FEES TO BE PAID BY THE OWNER

(1) Deductions from the Pooled Owner Retention

Description	Amount (all amounts are described in \$AUD unless stated otherwise)
Resort Rules levies	As struck each year by the Operator in its capacity as Resort Rules Manager, following consultation with the Resort Rules Oversight Committee. The amount deducted monthly by the Operator in advance from the Pooled Owner Retention may be adjusted during periods of higher occupancy to ensure sufficient funds are held in trust to allow the payment of the levies during periods of low occupancy (details of any amounts deducted will be clearly described in the distribution statement). Accordingly, the deduction for Resort Rules levies may not necessarily involve 12 equal payments.
FF& E Levy	2% of Gross Rooms Revenue. 30 days' prior notice will be given of a change to this percentage.
Scheme Villa (Internal general repair and maintenance and replacement) (non-FF&E)	External providers of repairs and maintenance and supplies charged at actual invoice cost (including freight if applicable) plus 10%. Internal wages expended by the Operator in carrying out repairs and maintenance (Labour Rate) is charged at \$60 plus GST per hour. This hourly charge is subject to annual CPI increases. 30 days' prior notice will be given of any increase in this hourly rate. General repairs and maintenance include day to day repairs on a like for like basis for the continuation, protection, repair and upkeep of the Villa. This includes items which are considered, in the Operator's discretion too minor in dollar terms to form part of the FF&E and includes such things as crockery, cutlery, glassware, pillows, light bulbs and batteries. The amount deducted will be that incurred in the previous month.

(2) Deductions from the Owner's share of Net Rental Income (if not paid by Owner directly to the Operator)

Description	Amount (effective as at the date of this PDS)
Owner Occupation Fee (Payable for every 7 days stay or part thereof) payable only if not paid to the Operator at the time of stay	• 1 Bedroom Villa \$110 (plus GST) • 2 Bedroom Villa \$130 (plus GST) • 3 Bedroom Villa \$145 (plus GST) Subject to review and annual CPI increase. 30 days prior notice will be given of any increase in the Owner Occupation Fee.
FF&E repairs, maintenance or replacement only where the amount in the Furniture Account is insufficient*	The Operator can deduct up to \$500 plus GST (ie the Maximum Expenses) without prior authority from the Owner. The Owner must authorise any expenditure in excess of \$500 plus GST (and must not unreasonably withhold such authority) except if there is an Emergency in which case repairs and maintenance may be effected above this amount without the Owner's consent.
Capital improvements or major repairs and replacement if required	Subject to consent by the Owner not to be unreasonably withheld, the cost of capital improvements or major repairs or replacement (e.g. major refurbishment of the villa).

* for deductions from the Furniture Account see clause 11.3