# Strata Management Agency Agreement

## Date

15 April 2014

## Owners Corporation

| | |
|---|---|
| Name | **The Owners - Strata Plan No.** 50785 ABN 44 494 936 251 |
| Short form name | ***owners corporation*** |
| Notice details | Address of *strata scheme*: 1 McDonald Street, CRONULLA NSW 2230<br>Facsimile:<br>Attention:<br>E.mail: |

## Agent

| | |
|---|---|
| Name | Vesture Management Pty Ltd ABN 43 119 665 762 |
| Short form name | ***agent*** |
| Business name | Strata Title Management |
| ISTM Membership No. | 12274 |
| Licence No. | 1670675 |
| Notice details | Address: Suite 1/191-193 Taren Point Road, Taren Point NSW 2229<br>Facsimile: (02) 9540 4199<br>Attention: Emily Doherty<br>E.mail: edoherty@stratatitle.com.au |

## Particulars

| | | |
|---|---|---|
| **Item 1** | *term* | 36 Months |
| **Item 2** | *commencement date* | 01/05/2014 |
| **Item 3** | *expiry date* | 30/04/2017 |
| **Item 4** | *review date* | in relation to *agreed services* – 1st July each year<br>in relation to *additional services rates* – 1st July each year<br>in relation to *charges* – 1st July each year |
| **Item 5** | *percentage increase* | CPI Sydney % (and if no figure provided, 5%) |
| **Item 6** | *agreed services fee* | **$** 18,700.00 per annum, inclusive of GST (for first year/stage)*<br>**$** per annum, inclusive of GST (for second year/stage)*<br>**$** per annum, inclusive of GST (for third year/stage)*<br>**$** per annum, inclusive of GST (for fourth year/stage)*<br>Plus commissions in Schedule C1 YES ☒ no ☐<br>***These fees have been negotiated between the parties to the *agreement*** |
| **Item 7** | *fee payment method* | monthly<br>in advance |
| **Item 8** | *representative*<br>*substitute representative* | As nominated by the owners corporation<br>As nominated by the owners corporation |
| **Item 9** | manner of accounting<br>frequency of accounting | Accrual Accounting<br>Monthly |

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## Important notes for the parties:

- **The *agent* may not be entitled to any fee for *services* performed unless the *agent* serves a copy of the *agreement* signed by the *agent* on the *owners corporation* within 48 hours after the *agreement* is signed by or on behalf of the *owners corporation*.**
- **Once the terms of the *agreement* have been agreed, the *agent* should sign the *agreement* in triplicate and submit the *agreement* in triplicate to the *owners corporation* for signing. The *owners corporation* should sign, date and acknowledge receipt of the *agreement* in all three counterparts.**
- **The *agent* should retain two copies of the signed *agreement* for its personal file and its file for the *strata scheme*.**
- **The third copy should be given to the secretary of the *owners corporation*.**
- **The *agent* should provide a copy of the proposed agreement to all parties required to be given notice of the meeting at which the agreement is proposed to be approved.**
- **All fees payable under the agreement are INCLUSIVE of GST (clause 10).**

## Signatures

**Owners Corporation**

The common seal of the *owners corporation*
was affixed on in the presence of

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|---|---|
| | |
| Signature | Signature |
| Print Name | Print Name |
| Designation | Designation |

being the person(s) authorised by section 238 of the *Act* to attest the affixing of the seal.

*Note: If the owners corporation does not nominate 2 persons to witness the affixing of the seal then the seal must be affixed in the presence of the secretary and any other member of the executive committee*

**Agent**

Executed by Strata Title Management in accordance with Section 127 of the Corporations Act 2001 in the presence of

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| | |
| Signature of director | Signature of witness |
| Name of director on behalf of Licensee In Charge: | Name of witness |
| | |

## Service of a copy of the agreement

The *owners corporation* acknowledges receipt of a copy of this *agreement* within 48 hours of execution by the *owners corporation*

| | |
|---|---|
| Name of signatory (print name) | Signature |

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# *Agreement*

## 1. Warranties and acknowledgment

1.1 The *owners corporation* warrants that it has resolved and has authority to enter into the *agreement.*

1.2 The *agent* warrants that the *agent* holds:

(a) a strata managing *agent's* licence under the *Agents Act* and that such licence will be maintained while the *agreement* is in force; and

(b) professional indemnity insurance, if required by the *Agents Act*.

1.3 At the end of the *term* the *agreement* will automatically continue for *successive terms* unless and until terminated in accordance with clause 5.

## 2. Appointment of and delegation to *agent*

2.1 The *owners corporation*:

(a) appoints the *agent* as the strata managing *agent* for the *strata scheme*; and

(b) subject to clause 2.2 and 2.3, delegates the *agreed services* and *additional services* to the *agent*,

for the *term* and any *successive term* for the *agreed services fee* and the *additional services fee* unless and until terminated in accordance with clause 5.

2.2 The extent of authority for *agreed services* and *additional services* in schedule A1 that have been delegated is stated in schedule A1, namely:

(a) Full authority with no limitations;

(b) Full authority subject to limitations as disclosed in Schedule A2; or

(c) No authority.

If no authority applies then no delegation of *services* has occurred.

Where schedule A1 or *Item* 6 provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is made by marking the box of the different choice.

The *agreed services* and *additional services* (if any) in Schedule A2 that are delegated to the *agent* are subject to limitations stated in Schedule A2.

2.3 The parties acknowledge that:

(a) the delegation to the *agent* in clause 2.1 does not:

(i) constitute a delegation by the *owners corporation* of its power to make:

(A) a delegation under section 28 of the *Act*; or

(B) a decision on a matter required by the *Act t*o be decided by the *owners corporation*; or

(C) a determination relating to the levying or payment of contributions; or

(ii) prevent the *owners corporation* or the *executive committee* from exercising all or any of the *agreed services* or *additional services* (if any); and

(b) the *agent* does not have and may not exercise any of the powers, authorities, duties or functions of the *owners corporation* that are conferred on another strata managing *agent* appointed for the *owners corporation* under section 162 of the *Act*.

## 3. Fees and charges

3.1 The *owners corporation* must pay to the *agent* in accordance with the *fee payment method*:

(a) the *agreed services fee*; and

(b) the *additional services fee* for any *additional services* performed by the *agent*; and

(c) the *charges* associated with the performance of the *agreed services* and any *additional services.*

3.2 The *owners corporation* authorises the *agent* to retain any fees paid to the *agent* for supplying to third parties information that the *owners corporation* must supply under the *Act* and retain any fees paid to the *agent* for supplying to third parties information that is not required under the *Act*, provided that such fees are charged in accordance with those set out in schedule B.

3.3 The *agent* must account to the *owners corporation* for money received by the *agent* on behalf of the *owners corporation* in the manner and with the frequency set out in *item* 9.

3.4 If *item 6* is marked "Yes", the *agent* may retain rebates, discounts and commissions paid to it by the providers of goods and *services* to the *owners corporation* described in the *disclosure schedule C1* or as otherwise notified in writing to the *owners corporation* from time to time.

3.5 If *item 6* is marked "No", the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and *services* to the *owners corporation* within 30 days of the receipt, however any rebates, discounts and commissions described in the *disclosure schedule C2* may be retained by the *agent*.

3.6 At any time, by written *agreement* between the parties, *item*s may be added to or deleted from the *additional services rates* and/or *charges*.

**4. Review of fees and *charges***

4.1 The *agreed services fee,* the *additional services rates* and the *charges* will be reviewed on the relevant *review date* to an amount agreed between the parties (not being less than the amount payable at the *review date*).

4.2 If the parties cannot agree before the *review date*, the *agreed services fee*, the *additional services rates* and the *charges* payable on and from the relevant *review date* will be increased to the greater of:

(a) A + (A multiplied by the *percentage increase*); or

(b) $\frac{A \times B}{N}$

where

A = the amount payable at the relevant *review date* for the *agreed services fee*, the *additional services rates* or the *charges*;

B = the *CPI* for the quarter ending immediately before the relevant *review date*; and

N = the *CPI* for the quarter immediately before the date of the *agreement* in the case of the first review and the date of the last review in the case of subsequent reviews.

**5. Terminating the *agreement***

5.1 The *agreement* may be terminated (without penalty) at any time with the mutual consent of the parties.

5.2 The *agreement* will *term*inate on the *expiry date* if a party gives to the other party no less than 3 months' written notice before the *expiry date* (time being an essential *term*).

5.3 Where the *agreement* does not *term*inate on the *expiry date* or is not otherwise terminated during the *term* in accordance with this clause 5, the *agreement* will automatically continue for *successive terms* unless and until terminated:

(a) without penalty, by the *owners corporation* giving to the *agent* or the *agent* giving to the *owners corporation* at least 3 months' written notice at any time during the *successive term*; or

(b) without penalty, under clause 5.1; or

(c) under clause 5.5.

5.4 A notice under clause 5.2 or clause 5.3 can only be given by the *owners corporation* if authorised by an appropriate resolution of the *owners corporation*.

5.5 Despite clause 5.2 and clause 5.3 and without affecting any of its other rights, the *agreement* may be terminated without notice by:

(a) the *owners corporation*:
  (i) if the *agent* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *owners corporation* serves a written notice on the *agent* providing particulars of the breach; or
  (ii) where the *agent* is an individual, the *agent* is declared bankrupt; or
  (iii) where the *agent* is a corporation, the *agent* is wound up or placed in liquidation; or
  (iv) if the *agent*'s strata managing *agent's* licence is cancelled; or

(b) the *agent* if:
  (i) the *owners corporation* fails to pay any amount owing to the *agent* under the *agreement* within 28 days after the *agent* serves a written notice on the *owners corporation* providing details of the unpaid amount; or
  (ii) the *owners corporation Act*s or fails to *Act* so as to prevent the *agent* from properly carrying out its obligations under the *agreement*; or
  (iii) an order is made for the variation or termination of the *strata scheme* under Part 3 of the *Development Act*.

5.6 The *agreement* is terminated on the appointment of a strata managing *agent* under section 162 of the *Act* to exercise or perform all the functions of the *owners corporation* and, if so terminated, the *agent* will not be entitled to:

(a) any remuneration by way of commission, *agreed services fee*, *additional services fee*, *charges* or otherwise in respect of any period after the termination; or
(b) any payment (in the nature of a penalty or otherwise) by reason of the early termination.

5.7 If the *agreement* is terminated the *agent* must, within 7 days after payment by the *owners corporation* to the *agent* of all outstanding amounts, make available at the *agent's* office for collection by the *owners corporation* records, keys and other property of the *owners corporation* in the possession of the *agent*.

## 6. Indemnity by *owners corporation* and liability of the *agent*

6.1 The *agent* is liable to the *owners corporation*:

(a) only for *services* actually supplied under this *agreement*; and
(b) on the *term*s of this clause 6.

6.2 The *agent* is excluded from all liability for any claim, liability or *Loss* in any case in relation to or arising directly or indirectly out of the *services* or *additional services* or arising from any cause of action including negligence and including, without limitation:

(a) inherent defect or danger in the *owners corporation's property* whether as designed or constructed;
(b) *loss* arising from the *owners corporation's* failure to supply adequate information, advice or direction when requesting work to be performed by the *agent;*
(c) *loss* arising from the *services* provided by 3rd parties including those instructed by the *owners corporation* or the *agent*; and
(d) *loss* arising from the handling of goods, products or chemicals,

but except to the extent that the liability is caused or contributed to by the *agent's* negligence, dishonesty or fraud.

6.3 Clauses 6.1 and 6.2 apply to the extent permitted by law.

6.4 The *owners corporation* must indemnify the *agent* immediately on demand against any matter, in paragraph 6.1 to 6.3 (inclusive) for which the *agent* has no liability to the *owners corporation*.

6.5 If the *agent* breaches its statutory obligations in relation to the *services* or *additional services* and the *owners corporation* has contributed to the *agent*'s breach, the *owners corporation* agrees to indemnify the *agent* immediately on demand against any claim, liability or *Loss* to the extent that the *owners corporation* has contributed to the breach.

6.6 If the *owners corporation* breaches its statutory obligations in relation to the *services* or *additional services* and the *agent* has contributed to the *owners corporation* breach, the *agent* agrees to indemnify the *owners corporation* against any claim, liability or *Loss* to the extent that the *agent* has contributed to the breach.

6.7 The *agent* must take out and maintain the insurance specified at clause 1.2(b).

**7. Point of contact**

7.1 The *owners corporation* warrants and acknowledges that:

(a) the *representative* and the *substitute representative* are nominated by the *owners corporation* to communicate with the *agent* on behalf of the *owners corporation*; and

(b) the *agent* may accept, but is not obliged to act on instructions communicated to the *agent* by the *representative* and *substitute representative*; and

(c) any communication by the *agent* to the *representative* or *substitute representative* is deemed to be a communication to the *owners corporation*.

7.2 The *representative* and the *substitute representative* must be members of the *executive committee*.

7.3 The *owners corporation* may nominate a new *representative* and/or *substitute representative* at any time by written notice to the *agent*. The *agent* may continue to accept and act on instructions communicated by an existing *representative* and/or *substitute representative* until such time as the *agent* receives notification of the new nomination.

7.4 The appointment of the *representative* and the *substitute representative* does not preclude the *owners corporation* from otherwise providing instructions to and communicating with the *agent*. If there is any discrepancy between instructions provided to the *agent* by the *owners corporation* and those provided by the *representative* or the *substitute representative*, the instructions provided by the *owners corporation* shall prevail over those provided by the *representative* or *substitute representative*.

7.5 This clause 7 is for convenience only and does not place any obligation on the *agent* to accept the instructions of the *representative* and *substitute representative*.

7.6 The *owners corporation* acknowledges that all *agreed services* subject to any limitation, have been delegated to the *agent* under section 28 of the *Act*, and the *agent* has authority to carry out the *agreed services* regardless of the instructions of the *representative* and *substitute representative*.

**8. Transfer of the *agreement***

8.1 The *agent* may transfer the *agreement* with the consent of the *owners corporation*, which consent shall not be unreasonably withheld if the *agent* satisfies the *owners corporation* that:

(a) the proposed transferee and *related persons* are respectable and have the qualifications, competence and experience to perform the *agreed services* and *additional services*; and

(b) the proposed transferee is financially sound.

8.2 The *owners corporation* must advise the *agent* of its decision whether to approve a proposed transfer within 28 days of receiving from the *agent* the information reasonably necessary to make the decision.

8.3 If the *owners corporation* approves the transfer, the *owners corporation*, the *agent* and the transferee must enter into a *transfer agreement*, or alternatively if the *agent's* elects to enter into a new agency *agreement* then clause 8.6 will apply.

8.4 The *owners corporation* must not require, or receive, a fee or other consideration for approving the transfer (other than reimbursement for legal or accounting expenses reasonably incurred by the *owners corporation* in considering the transfer application).

8.5 For the purposes of clause 8.1 to 8.4 (inclusive) the parties agree that "consent of the *owners corporation*" can be provided by the *Executive Committee*, unless the *Act* is amended to expressly provide that approval of the *owners corporation* for transferring the functions of a strata managing *agent* requires a resolution at a general meeting of the *owners corporation*.

8.6 After the *transfer agreement* has been entered, or if an election has been made by the *agent* under clause 8.3 the new *agent* may request that the *owners corporation* enter into a new agency *agreement*, and the *owners corporation* must advise the new *agent* of its decision to enter into a new agency *agreement* within 28 days of such request, such approval not to be unreasonably withheld if the new agency *agreement* is on the same *term*s as this *agreement*, or on *term*s not denigrating from the *owners corporation* rights under this *agreement*. The new *agent* will pay the reasonable cost of preparing the new agency *agreement*, preparing and holding the meetings of the *executive committee* and the general meeting of the *owners corporation*, however if the meeting relates to more than approval of the minutes of the last meeting and the resolution relating to the new agency *agreement*, then the new *agent* will pay the proportionate cost relating to approval of the new agency *agreement*.

8.7 If the *term* has expired, the *agent* must not transfer the *agreement* by a *transfer agreement*, and may only request the *owners corporation* to enter into a new agency *agreement* and the provisions of clause 8.6 will apply for such request.

**9. Service of notices**

9.1 Any notice to be served under the *agreement*:

(a) must be served either personally, by post, facsimile or e-mail using the details provided on the front page of this *agreement*, or other notice details subsequently notified from time to time by a party in writing to the other party; and

(b) is served the first time it is served if it is served more than once.

**10. GST**

10.1 Words or expressions used in this clause 10 or elsewhere in the *agreement* that are defined in the GST *Act* have the same meaning in the *agreement*.

10.2 The parties acknowledge that:

(a) the *agreed services fee*, the *additional services rates* and the *charges* are inclusive of GST and are based on a GST rate of 10% and

(b) if the rate of GST increases or decreases, the *agreed services fee*, the *additional services rates* and the *charges* will simultaneously increase or decrease so that the *agent* receives the same GST exclusive payment as it received before the change in the rate of GST.

**11. Occupational Health & Safety**

11.1 (**Defined Terms**) In this clause (and this *agreement* if applicable) unless the contrary intention appears*:*

(a) The *term*s *Employer, Occupier of Premises, Plant, Premises, Principal Contractor* and *Place of Work, Substance* have the meanings given to them in the OHS Act.

(b) OHS Act means the *Occupational Health & Safety Act 2000 (NSW)* and includes all regulations and advisory standards made under it.

(c) *Work* means any work in relation to the *Premises* or *owners corporation's property* carried out by or on behalf of the *owners corporation* which:

(i) is carried out at or above a *Place of Work*; or

(ii) which requires the appointment of a *Principal Contractor*,

(iii) whether or not directed or approved by the *owners corporation*.

(d) *Third Party Work* means the *Work* done by contractors or others in or at the *Premises* or *owners corporation's property*.

11.2 The *owners corporation* acknowledges that:

(a) the *owners corporation* is the entity in control of the *Premises* and *owners corporation's property*;

(b) the *agent* is not in control of any *Plant or Substance* and any such *Plant or Substance* at the *Premises* is under the control of the *owners corporation* unless such *Plant or Substance* is under the sole control of people other than the *owners' corporation*;

(c) the *owners corporation* has an obligation to ensure the safety of any person(s) at the *Premises* and on or using the *owners corporation's property*;

(d) notwithstanding that the *Premises* and *owners corporation* property are wholly or partly residential or used for residential purposes, the *Premises* and *owners' corporation's property* may be a *Place of Work* requiring an *owners' corporation* to comply with the *OHS Act*, including when *Third Party Work* is carried out on the *Premises* or *owners corporation's property*;

(e) the *owners' corporation* acknowledges that the *agent* does not retain any contractors to perform *Work or Third Party Work* at the *Premises* or *owners corporation's property*, and any contractors retained to perform *Work or Third Party Work* at the *Premises* or *owners' corporation's property* (being the *owners corporation's Place of Work*) do so under the control of the *owners corporation*;

11.3 The *owners corporation* must ensure:

(a) compliance with the obligations under the *OHS Act* including but not limited to:

(i) obligations as *Employer* for its *Employees* and others at its *Place of Work*;

(ii) obligations as *Occupier of Premises*; and

(iii) the obligations it has as controller of any *Plant or Substance* used by people at its *Place of Work*;

(b) that it and all persons employed or engaged by it or on its behalf comply at all times with the requirements of the *OHS Act* and any directions, manuals, polices or rules formulated from time to time by the *owners corporation*;

(c) that it has systems in place to assess and eliminate risks and hazards at the *owners corporation's property* and *Premises*, which meet the standard required by the *OHS Act*;,

(d) that where risks and hazards cannot be eliminated, the risks and hazards are adequately controlled in a way which meets the standard required by the *OHS Act*;

(e) that all persons employed or engaged by it, at the *owners corporation's property*, are appropriately trained and supervised;

(f) that only qualified persons are engaged to carry out any *Third Party work*;

11.4 (**Appointment of Principal Contractor**) Without limiting or in any way affecting the *owners corporation's* obligations under this *agreement* or any other document, where any *Work* or *Third Party Work* is to be undertaken at the *owners corporations' property* or *Premises*, whether during the *term* or any subsequent period during the continuance of this *agreement* the *agent* is not appointed and has no liability as *Principal Contractor*, and the *owners corporation* acknowledges that the *services* being provided by the *agent* do not include *Work* requiring the *agent* to appoint or the *agent* to be appointed as a *Principal Contractor.*

11.5 The *owners corporation* will, to the extent permitted by law, indemnify the *agent* against all claims for any *loss* or damage which may arise as a result of any breach by the *owners corporation* of this clause or of the obligations applicable to the *Principal Contractor* under the *OHS Act*.

## 12. Off Set

12.1 If a party is in default of a payment required to the other party under this *agreement* then the party not in default may off set any amount that may become owing by the non defaulting party to the defaulting party.

12.2 This clause overrides any other document or *agreement* to the contrary.

## 13. Governing law

The *agreement* is governed by the law of New South Wales.

## 14. Definitions

The following words have these meanings in the *agreement* unless the contrary intention appears:

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| *Act* | *Strata Schemes Management Act 1996 (NSW)*. |
| *additional services* | the functions and duties of the *owners corporation* set out in schedule A1 or A2 which disclose the *additional Services rates* as applying for fees |
| *additional services fee* | the fee for the supply by the *agent* of the *additional services* calculated according to the *additional services rates*, as varied under the *agreement*. |
| *additional services rates* | the rates for carrying out the *additional services* set out in schedule B, as varied under the *agreement*. |
| *agent* | the person described on the front page of the *agreement* and, where appropriate, includes the *agent's* employees and contractors or any transferee under clause 8.3. |
| *Agents Act* | *Property, Stock and Business Agents Act 2002 (NSW)*. |
| *agreed services* | the functions and duties of the *owners corporation* set out in |

(a) schedule A1 that are not marked “No authority”, and which disclose the *agreed services fee* as applying for fees; and

(b) schedule A2 which disclose the *agreed services fee* as applying for fees

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| *agreed services fee* | the fee in *item* 6 for the supply of the *agreed services*, as varied under the *agreement*. |
| *agreement* | this *agreement* including the Particulars, schedules and attachments. |
| *charges* | the costs and associated fees set out in schedule B and/or D, as varied under the *agreement*. |
| *commencement date* | the date in item 2. |
| *construction work* | means any of the following: |

(a) excavation, including but not limited to excavation or filling of trenches, ditches, shafts, wells, tunnels and pier holes, and the use of caissons and cofferdams,

(b) building, including but not limited to the construction, the manufacturing of prefabricated elements of a building at the place of work concerned, alteration, renovation, repair, maintenance or demolition,

(c) civil engineering, including but not limited to, the construction, structural alteration, repair, maintenance or demolition of, including but not limited to, airports, docks, harbours, inland waterways, dams, river and avalanche and sea defence works, roads and highways, railways, bridges and tunnels, viaducts, and works related to the provision of *services* such as communications, drainage, sewerage, water and energy supplies.

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| *CPI* | the All Groups consumer price index published by the Australian Bureau of Statistics for Sydney, or if that bureau stops publishing the *CPI*, then the index recommended by the Property Council of Australia as the index that most appropriately replaces the *CPI*. |
| *Development* | in relation to a freehold *strata scheme*, the *Strata Schemes (Freehold Development) Act 1973 (NSW)* and in relation to a leasehold *strata scheme*, |

*Act* the *Strata Schemes (Leasehold Development) Act 1986 (NSW)*.

*disclosure schedule* *schedules C1 and C2.*

*emergency* a burst water service, blocked or broken sewerage system, serious roof leak, gas leak, dangerous electrical fault, flooding, serious flood, storm or fire damage, failure or breakdown of the gas, electricity, water supply or any other essential service, any serious fault or damage to the common property or any personal property vested in the *owners corporation* or any other event of a similar nature.

*executive committee* *the executive committee of the strata scheme.*

*expiry date* the date or event in *item* 3.

*fee payment method* the method in *item* 7 for paying the *agreed services fee*, the *additional services fee* and the *charges*.

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

*high risk construction work* means any of the following:

(a) *construction work* involving structural alterations that require temporary support;
(b) *construction work* at a height above 3 metres;
(c) *construction work* involving a depth greater than 1.5 metres;
(d) *construction work* involving demolition work for which a licence is not required under chapter 10 of the OH&S Act to carry on the business of that work;
(e) *construction work* in tunnels;
(f) *construction work* involving the use of explosives;
(g) *construction work* near traffic or mobile plant;
(h) *construction work* in or around gas or electrical installations;
(i) *construction work* over or adjacent to water where there is a risk of drowning,
(j) any work defined as 'High Risk', under the Occupational Health and Safety Regulation 2001 or OHS Act.

*ISTM* Institute of Strata Title Management Limited.

*item* an *item* in the Particulars.

*loss* any damage or damages, loss, costs (including, without limitation, the costs of complying with any verdict, award or settlement of any dispute and legal costs on a solicitor and own client costs basis), expense, charge, payment of liability, in any case, whether accrued or paid but not indirect, incidental or consequential loss or damages.

*Non-Standard Work* means:

(a) "Structural Demolition Work", as defined in the Occupational Health and Safety Regulation 2001;
(b) "Removal of Asbestos", as defined in the Occupational Health and Safety Regulation 2001;
(c) any *high risk construction work*;
(d) work requiring the appointment of a 'Principal Contractor' in accordance with the provisions of clause 210 of the Occupational Health and Safety Regulation 2001;
(e) "Abrasive Blasting Works", as defined in the Occupational Health and Safety Regulation 2001;
(f) processes involving "Lead Works", as defined in the Occupational Health and Safety Regulation 2001;
(g) works involving the use of "Hazardous Substances", as defined in the Occupational Health and Safety Regulation 2001;

(h) "Fumigation Works", as defined in the Occupational Health and Safety Regulation 2001;
(i) generally any works involving the use of dogging, rigging, the use of cranes, draglines, excavators and explosive-powered tools, as referred in or defined in the Occupational Health and Safety Regulation 2001;
(j) maintenance of "Boilers, Pressure Vessels and Pressure Piping", as defined in the Occupational Health and Safety Regulation 2001;
(k) any works involving the use of scaffolding, elevator platforms, or other support. requiring works above 3 metres in height;
(l) window cleaning above 3 metres;
(m) any works where the use of hoists, fall arrest device, harness, abseiling, safety line, etc. are required;
(n) work on any roof with a brittle or fragile roof.
(o) "Confined Spaces" work, as defined in the Occupational Health and Safety Regulation 2001.
(p) Any works requiring the use of "Dangerous Goods" as defined in the Occupational Health and Safety Regulation 2001.

*owners corporation* the *owners corporation* described on the front page of the *agreement* and, where appropriate, includes the employees, *agent*s (other than the *agent*), contractors and invitees of the *owners corporation*.

*owners corporation's property* the common property and any personal property vested in the *owners corporation*.

*percentage increase* the percentage in item 5.

*Regulation* *Property, Stock and Business Agents Regulation 2003*.

*related persons* in relation to a proposed transferee which is a:

(a) corporation, — the corporation's directors, substantial shareholders and principal staff; or
(b) partnership,— the partners and principal staff of the partnership.

*representative* the natural person described in *item* 8.

*review date* the relevant date in *item* 4.

*services* the *agreed services* and *additional services.*

*Standard Work* means:

(a) *construction work* other then *Non-Standard Work*;
(b) *construction work* where there is no requirement to work above 3 metres, including but not limited to, replacement of roofing, guttering;
(c) general maintenance works, including but not limited to, lawn mowing, gardening, window cleaning (below 3 metres), painting;
(d) minor maintenance repairs, including but not limited to, repair / replacement of leaking pipes, replacing tiles / pavers, lock replacement / repairs;
(e) maintenance of essential fire safety equipment;
(f) annual inspection and notifications required for essential fire safety equipment, in accordance with the Environmental Planning and Assessment Regulation 2000 (NSW);
(g) pest management treatments (excluding fumigation).
(h) lift maintenance.
(i) travelator or escalator maintenance.
(j) renewal of plant registrations (typically lifts) in accordance with the requirements of the Occupational Health and Safety Regulation 2001,

provided however:

(a) if any of these works require a Principal Contractor (as defined under the Occupational Health & Safety Act 2000 (NSW) or any regulations and advisory standards made under it) to be appointed then the works will be included under the definition of *Non-Standard Work*; or

(b) if there is any inconsistency between *Standard Work* and *Non-Standard Work*, the work will be interpreted as *Non-Standard Work*.

| | |
|---|---|
| *strata scheme* | the scheme constituted on registration of a strata plan under the *Development Act.* |
| *substitute representative* | the natural person described in *item* 8, who may exercise the functions of the *representative* if the *representative* is unavailable. |
| *successive term* | a period of the same length as the *term* commencing on the day after the expiry of the *term* or a preceding *successive term*, as the case may be. |
| *term* | the period or event in *item* 1:<br>(a) commencing on the *commencement date;* and<br>(b) expiring on the *expiry date*. |
| *transfer agreement* | the *ISTM* standard form Transfer of Strata Management Agency *Agreement* |

**15. Interpretation**

In the *agreement*, unless the contrary intention appears:

(a) a reference to:
  (i) a thing includes the whole or each part of it;
  (ii) a document includes any variation or replacement of it;
  (iii) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
  (iv) a person includes that person's executors, administrators, successors, substitutes (including but not limited to, person taking by novation) and assigns;

(b) the singular includes the plural and vice versa;

(c) headings do not affect interpretation; and

(d) despite clause 14, the words defined in clause 14 are defined words whether or not these words are in italics.

# ISTM Combined Schedule

## Schedule A1

**NOTE: Where this Schedule A1 provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is made by marking the box of the different choice. DO NOT delete any item in this Schedule, as it may render the agreement in breach of the *Property Stock and Business Agents Act 2002*. If a duty/function does not apply mark the box "No authority"**

| **Duties and Functions as described in the Property Stock & Business Agents Regulations (Schedule 6 Clause 6).** | FULL AUTHORITY WITH NO LIMITATIONS | No Authority | Full Authority Subject to Limitations as Disclosed in Schedule A2 | Regulation Schedule 6 Clause 6 Ref |
|---|---|---|---|---|
| Undertaking the financial management of funds and books of account | ☐ | ☐ | ☒ | 6(a) |
| Holding documents and maintaining records relating to the scheme (for example, the strata roll, notices, and minutes of meetings), | ☐ | ☐ | ☒ | 6(b) |
| Arranging building inspections and reports | ☐ | ☐ | ☒ | 6(c) |
| Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do *Standard Work,* with limitations on expenditure that may be incurred by the *agent* without obtaining the principal's approval | ☐ | ☐ | ☒ | 6(d) |
| Engaging appropriately qualified tradespersons to do *Non-Standard Work,* and the appointment on behalf of the *owners corporation* of a *Principal Contractor* for such *Non-Standard Work*, with limitations on expenditure that may be incurred by the *agent* without obtaining the principal's approval | ☐ | ☐ | ☒ | 6(d) |
| Paying disbursements and expenses incurred in connection with the *agent*'s management of the scheme | ☐ | ☐ | ☒ | 6(e) |
| Arranging insurance cover for the scheme | ☐ | ☐ | ☒ | 6(f) |
| Issuing and serving notices to comply with a by-law | ☐ | ☐ | ☒ | 6(g) |
| Managing the sinking fund and the administrative fund | ☐ | ☐ | ☒ | 6(h) |
| Undertaking steps necessary to recover any money owing in relation to levies | ☐ | ☐ | ☒ | 6(i) |
| Representing the *owners corporation* or association in tribunal or court proceedings | ☐ | ☐ | ☒ | 6(j) |
| Paying accounts in relation to the scheme (for example, accounts for water *charges*, council rates and maintenance), | ☐ | ☐ | ☒ | 6(k) |
| Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings | ☐ | ☐ | ☒ | 6(l) |

Schedule A2

NOTE: Full authority is provided for the duties and functions disclosed in this Schedule subject to the extent of any limitations on authority stated in this table.

| Duties and functions | Limitations on Authority<br>e.g. on expenditure<br>(if nothing stated, then no limitations apply) | Fee<br>Method |
|---|---|---|
| Undertaking the financial management of funds and books of account | Limitation of authority as to the following:<br><br>Establish and maintain the trust account<br><br>Collection of trust monies<br><br>Provide statutory reconciled accounts including balance sheet, statement of income and expenditure and levy status report<br><br>Provide monthly accounts summary via internet/website<br><br>Financial record keeping<br><br>Prepare administrative fund and sinking fund budgets annually<br><br>Manage the administrative fund and sinking fund<br><br>Assist auditor in providing accounts and records for audit | Agreed service fee plus disbursements as outlined in (Schedule D) |
| | Provide monthly accounts summary<br><br>GST related activities including but not limited to preparation and lodgement of BAS (quarterly) and annual tax returns<br><br>Prepare and issue any additional financial reports or, reports prepared to specific requirements of the owners corporation | Additional services fee as outlined in (Schedule B) plus disbursements as outlined in (Schedule D) |
| Holding documents and maintaining records relating to the scheme (for example, the strata roll, notices, and minutes of meetings) | Limited to the following:<br><br>Maintain strata roll<br><br>Maintain minute books<br><br>Notices and Minutes of owners corporation meetings<br><br>Maintain correspondence<br><br>Record and maintain notices under section 118, 119 and 120 of the Act.<br><br>By-laws<br>Strata plan(s) | Agreed service fee for current year records, plus additional service fee for records outside current year (archives) plus disbursements as outlined in (Schedule D) where applicable |

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|---|---|---|
| | Other plans and diagrams related to the scheme<br><br>Common property certificate of Title<br><br>Maintain insurance records<br><br>Retain all specified owners corporation records for statutory period<br><br>Financial statements<br><br>Maintain expert reports<br><br>Make available the owners corporations records under section 108 of the Act (Inspections)<br><br>Issue and retain certificates under sections 109 of the Act<br><br>Retain service and management contracts<br><br>Carry out the secretarial duties.<br><br>Archive storage, retrieval and administration<br><br>Electronic storage of owners corporations records<br><br>Maintain the common seal | |
| | Affixing of the common seal | Additional services fee as outlined in (Schedule B) |
| Levies | Issue levy notices in accordance with general meeting | Agreed service fee plus disbursements as outlined in (Schedule D) |
| | Issue special levies in accordance with general meeting | Agreed service fee plus disbursements specified in (Schedule D) |
| Undertaking steps necessary to recover any money owing in relation to levies | Unless there is a minuted resolution to the contrary the following procedure will be undertaken:<br><br><u>Step 1</u>: Issue notice of overdue levy (reminder notice)<br><br><u>Step 2</u>: Issue notice of overdue levy (second notice)<br><br><u>Step 3</u>: Providing instructions to solicitor/debt collection agency to commence legal proceeding for the recovery of the outstanding levy(s) | Additional services fee as outlined in (Schedule B) plus disbursements as outlined in (Schedule D) |

| | | |
|---|---|---|
| Arranging building inspections and reports | Pursuant to a resolution of the executive committee/owners corporation or by way of instruction by its appointed representative | Additional service fee as outlined in Schedule B (Hourly Rate) |
| | Attend site (strata scheme) bi-annually and issue report | Additional Service Fee outlined in Schedule B (hourly rate) |
| Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do *Standard Work,* with limitations on expenditure that may be incurred by the *agent* without obtaining the principal's approval | Subject to written confirmation on the extent of the limitation imposed by the owners corporation or its representative:<br><br>Arrange appropriately qualified contractors to undertake routine repairs to and maintenance of the common property and/or specified owners corporation property provided that any expenditure incurred by the agent on such matters without obtaining the approval of the owners corporation does not exceed $500.00 times the number of lots<br><br>In the event of emergency works or repairs, managing agent is authorised to undertake necessary arrangements for works to be undertaken<br><br>Obtain quotations for repair, maintenance and replacement of common property or specific personal property vested in the owners corporation<br><br>Liaise with tradesmen about work to be carried out on the strata scheme<br><br>Arrange and execute contracts pursuant to the Home Building Act 1989 (NSW)<br><br>Issue work order request to tradesmen for works to be carried out to the common property | Additional service fee as outlined in Schedule B |
| Engaging appropriately qualified tradespersons to do *Non-Standard Work,* and the appointment on behalf of the *owners corporation* of a *Principal Contractor* for such *Non-Standard Work*, with limitations on expenditure that may be incurred by the *agent* without obtaining the principal's approval | Upon approval by the executive committee/owners corporation or by it's representative of the appointment of the principle contractor and contractor undertaking the works | Additional services fee as outlined in (Schedule B) |
| Paying disbursements and expenses incurred in connection with the *agent*'s management of the scheme | No limitations | Outline of disbursement in (Schedule D) |
| Arranging insurance cover for the scheme | Prepare and lodge routine insurance claims (max time/claim 15 minutes)<br><br>Claims administration and liaison with loss adjustors | Agreed services fee plus fees outlined in Schedule B if time per claim exceeds 15 |

| | | |
|---|---|---|
| | Obtain quotations from appropriate underwriters, brokers or insurance companies for the placement of insurance and submit to executive committee or appointed representative for renewal of insurances<br><br>Renew insurances for the scheme as required | minutes. |
| Insurance non-commission | Where insurance commission is not received, the standard management fee GST Inc (agreed services fee) will increase by 20%, effective from the policy renewal date | Agreed services fee increased by 20% (agreed services fee per current rate per annum GST Inc) |
| | Where commission is not received by the strata managing agent from insurer<br><br>Prepare and lodge routine insurance claims<br><br>Claims administration and liaison with loss adjustors<br><br>Obtain quotations from appropriate underwriters, brokers or insurance companies for the placement of insurance and submit to executive committee or appointed representative for renewal of insurances<br><br>Renew insurances for the scheme as required | Additional services fee as outlined in (Schedule B) (Hourly rate) |
| | Obtain property valuations for building insurance purposes as required under section 85 of the Act | Additional services fee as outlined in Schedule B. |
| Issuing and serving notices to comply with a by-law | Following the instructions from the executive committee via minuted approval of meeting | Additional services fee as outlined in (Schedule B) |
| By-laws | Attend to general enquiries from the executive committee about the schemes by-laws | Agreed services fee<br>Plus the fees and charges outlined in Schedule D. |
| | Issue breach of by-law notices to occupants relating to a breach of a by-law<br><br>Send circulars to occupants relating to breaches of by-laws | Agreed services fee<br>Plus the fees and charges outline in Schedule D |
| | Arrange registration of by-law additions, amendments or replacements pursuant to the relevant resolution made by the owners corporation | Additional services fee as outlined in (Schedule B) |
| Representing the *owners corporation* or association in tribunal or court proceedings | Pursuant to a relevant resolution made by the owners corporation or executive committee: | Additional services fee at relevant hourly rate as outlined |

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| | Prepare and lodge applications to the Consumer, Trader and Tenancy Tribunal ("CTTT") for adjudication, mediation or to seek orders<br><br>Prepare and lodge applications for any other court or other judicial hearing or proceedings<br><br>Attend at the CTTT or other judicial hearing as authorised by executive committee<br><br>Conduct searches and compile material, records or similar for judicial hearing/proceedings, briefing lawyers | in (Schedule B) |
| Managing the sinking fund and the administrative fund | Refer to "Undertaking the financial management of funds and books of account" | |
| | Any other services required in the management of either funds, are subject to minuted approval by the owners corporation | Additional services fee as outlined in (Schedule B) and disbursements outlined in (Schedule D) |
| Paying accounts in relation to the scheme (for example, accounts for water *charges*, council rates and maintenance), | No limitations | Agreed services fee plus disbursements as outlined in (Schedule D) |
| | Arrange for creditor approval system with a nominated representative of the executive committee | Additional services fee outlined in Schedule B |
| Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings, and executive committee meetings | Prepare and distribute notices and minutes of annual general meetings and concurrent executive committee meeting | Agreed services fee plus disbursements as outlined (Schedule D) |
| | Prepare and distribute notices and minutes of other general meetings and executive committee meetings | Additional services fee as outlined in Schedule (B) (Hourly Rates) plus disbursements as outlined in (Schedule D) |
| | Attend annual general meeting and concurrent executive committee meeting held during office hours | Agreed services fee (Maximum 1 hour allocation, charge as per Schedule B if meeting exceeds 1 hour) |
| | Attend annual general meeting and concurrent executive committee meeting held after hours | Additional services fee as outlined in (Schedule B) (Hourly Rates) |

| | | |
|---|---|---|
| | Attend extraordinary general meetings held during office hours (8:30am – 5:30pm) | Additional services fee as outlined in (Schedule B) (Hourly Rates) |
| | Attend extraordinary general meetings held outside office hours | Additional services fee as outlined in (Schedule B) (Hourly Rates) |
| | Act as Chairperson at general meetings and executive committee meetings | Agreed services fee |
| | Arrange for venue for meeting (cost of venue borne by owners corporation) | Agreed services fee |
| | Prepare and distribute notices of meeting, convene meeting and prepare and distribute minutes of via written vote (Schedule 3 Meeting) | Additional services fee as outlined in (schedule B) (Hourly Rates) |
| Compliance | Arrange for notification to owners/agents/occupants relating to annual inspection<br><br>Arrange and lodge Annual Fire Safety Statement (if applicable)<br><br>Arrange and lodge Annual Lift Certification with WorkCover NSW | Additional services fee as outlined in (Schedule B) |
| | Review and management of compliance orders issued to the scheme, including but not limited to fire services, compliance with WorkCover NSW orders and/or any other compliance order or authority | Additional services fee as outlined in (Schedule B) |
| | Provide trades monitoring service | Agreed Service Fee plus disbursements outlined in Schedule D. |
| Defects and Major refurbishments | Subject to instructions issued by the executive committee or owners corporation, coordinate the:<br><br>Management of major refurbishments to the common property/schemes property<br><br>Defects management, including liaison with builder, developer, lawyer and consultant | Additional services fee as outlined in (Schedule B) |
| Additional and Other Services | Issue minutes of delegated performance<br><br>Attend to routine written and oral communication<br><br>Liaise with nominated representative of the owners corporation | Agreed Services fee plus any fees and charges outlined in schedule D |
| | Management of building management/concierge/cleaning tenders, including preparation and | Additional services fee as outlined in |

| | | |
|---|---|---|
| | liaison with various parties<br><br>Accept any other minuted delegation from the Executive Committee and/or Owners Corporation subject to this agreement and statutory requirements from time to time. The agent is not bound to accept any such delegation | (Schedule B) |
| | Arranging insurance valuation, sinking fund forecast, OH & S report and/or similar report | Additional services fee as outlined in (Schedule B |

* These *fees* have been negotiated between the parties to the *agreement*

**Schedule B Fees –**

*** These *fees* have been negotiated between the parties to the *agreement***

| Item | Charge (inclusive of GST) | Unit |
|---|---|---|
| **Hourly Rates*** | | |
| Office hours mean hours between 9.00am to 5.30pm | | |
| Meetings are a minimum of 2-hours charge. Hourly rate is per hour or part there of | | |
| Adjourned Meeting charge | As below | Per hour (minimum 2 hr) |
| Attending property or meeting weekends/public holidays (Strata Manager) | $340.00 | Per hour |
| Attending property or meeting weekends/public holidays (Senior Strata Manager) | $400.00 | Per hour |
| Attending property or meeting weekends/public holidays (Principal/Director/General Manager) | $500.00 | Per hour |
| Attending property or meeting within office hours (Strata Manager) | $200.00 | Per hour |
| Attending property or meeting within office hours (Senior Strata Manager) | $260.00 | Per hour |
| Attending property or meeting within office hours (Principal/Director/General Manager) | $360.00 | Per hour |
| Attending property or meeting outside office hours (weekdays) between 5.30pm to 8.00pm and 8.00am to 8.30am (Strata Manager) | $240.00 | Per hour |
| Attending property or meeting outside office hours (weekdays) between 5.30pm to 8.00pm and 7.00am to 8.30am (Senior Strata Manager) | $290.00 | Per hour |
| Attending property or meeting outside office hours (weekdays) between 5.30pm to 8.00pm and 7.00am to 8.30am (Principal/Director/General Manager) | $390.00 | Per hour |
| Attending property or meeting outside office hours (weekdays) all other hours (Strata Manager) | $280.00 | Per hour |
| Attending property or meeting outside office hours (weekdays) all other hours (Senior Strata Manager) | $320.00 | Per hour |
| Attending property or meeting outside office hours (weekdays) all other hours (Principal/Director/General Manager) | $420.00 | Per hour |
| Hourly rate for accounting staff | $180.00 | Per hour |
| Hourly rate for administrative staff | $132.00 | Per hour |
| Hourly rate for Principal/Director/General Manager/Strata Manager/Senior Strata Manager office hours (weekdays) (weekends/public holidays) (outside office hours all other hours) | Refer above | Per hour |
| Meeting in accordance with Schedule 3 | $200.00 | Per hour |
| Meeting preparation (other than AGM) | $200.00 | Per hour |
| **Accounting** | | |
| ABN registration/cancellation | $55.00 | Per registration |
| Audit preparation | $3.00 | Per lot per audit certificate |
| BAS statement-1 to 99 Lots | $165.00 | Per quarter |
| BAS statement-100 + Lots | $220.00 | Per quarter |
| BAS statement-Between 150 and above | $175.00 | Per quarter |
| Cheque summary notice (producing) | $15.00 | Per notice |
| Compiling records to enable preparation of tax return<br>Up to 10 Lots<br>From 11 to 20 Lots<br>From 21 to 50 Lots<br>From 51 to 100 Lots<br>101 Lots and over | <br>$120.00<br>$160.00<br>$200.00<br>$240.00<br>$280.00 | Per lodgement |
| Creditor approval system by executive committee | $55.00 | Per month |
| GST registration/cancellation | $55.00 | Per registration |

| | | |
|---|---|---|
| Setting up of and closing down of investment account (excludes attending bank or institution) | $85.00 | Per set-up/closing down of account |
| Tax return lodgement prepared by registered tax agent<br>Up to 10 Lots<br>From 11 to 20 Lots<br>From 21 to 50 Lots<br>From 51 to 100 Lots<br>101 Lots and over | <br>$120.00<br>$160.00<br>$200.00<br>$240.00<br>$280.00 | <br>Per lodgement<br>Per lodgement<br>Per lodgement<br>Per lodgement<br>Per lodgement |
| **Compliance** | | |
| Cooling tower certificate lodgement annually | $200.00 | Per certificate |
| Dealing with occupational health and safety issues | Hourly rate outlined in Schedule B | Per hour |
| Fire safety certificate management and annual notice to council and NSW fire brigades | $300.00 | Per certificate plus $2.00 per lot |
| Lift certification lodgement with WorkCover NSW annually | $240.00 | Per certificate |
| **Documentation and Records** | | |
| Affixing common seal | $55.00 | Per document |
| Inspecting records | $0.00 | Per hour (in addition to statutory fee payable to the agent under clause 3.2) |
| Providing copy of minute of meeting (other than to Executive Committee) | $5.00 | Per copy plus photocopying charge |
| Provide copy of Community Management Statement/Strata Management Statement/Deed or similar (other than to Committee) | $22.00 | Per copy new addition plus photocopy charge |
| Provide copy of as built plans, diagrams, documents or similar (other than to Executive Committee) | Refer to hourly rate | Charged at strata manager hourly rate |
| Provide copy of special by-laws/special by-laws booklet (other than to Committee) | $15.00 | Per copy plus photocopy charge |
| Provide copy of strata plan/DP (Plan) (other than to Committee) | $12.00 | Per copy |
| Providing occupants listing/strata roll for strata scheme (other than to committee)(privacy laws permitting) | $12.00 | Per listing |
| Strata Scheme exit fee | $420.00 | Per scheme |
| Strata Scheme set-up fee | $420.00 | Per scheme |
| **Levy Management and Debt recovery** | | |
| Processing stop payments, dishonoured cheques for levy payment | $22.00 | Per transaction |
| Providing client payment history | $55.00 | Per owner plus archive retrieval cost as outlined in (Schedule D) |
| Provide refund for overpayment of levy | $15.00 | Per lot |
| Printing and posting notice of overdue levy (reminder notice) 1st Demand | $32.00 | Per notice, plus Australia post charge |
| Printing and posting notice of overdue levy (reminder notice) 2nd Demand | $55.00 | Per notice, plus Australia post charge |
| Providing instructions to solicitor for recovery of outstanding levy | $110.00 | Per instruction |
| Levy arrears monitoring fee | $55.00 | Per month per lot – allocated to the lot |
| **Management Services and Additions** | | |
| Arranging insurance valuation, sinking fund forecast, OH & S report and/or similar report | $55.00 | Per arrangement |
| By-Law registration | $295.00 | Per by-law plus LPI Fee |
| Hand deliver mail | Refer to Hourly rates | Charged at strata manager hourly rate |
| Issuing Notice to Comply with by-law (includes affixing of common seal) | $132.00 | Per notice plus postage |
| Producing section 109 certificate | $0.00 | Per certificate (in addition to statutory fee payable to the agent under clause 3.2) |
| Producing urgent section 109 certificate | $00.00 | Double the cost of the statutory fee |

| | | |
|---|---|---|
| Producing update of section 109 certificate | $33.00 | Per updated certificate plus merchant fee |
| Providing address labels | $0.08 | Per label |
| Providing insurance confirmation letter | $15.50 | Per letter |
| Providing title or other searches | $22.00 | Per search |
| Rectifying deficiency in records at takeover | $132.00 | Per hour |
| Word processing | $132.00 | Per hour |
| **Other Services** | | |
| Payroll attendance fee | $137.50 | Per month per employee |

**Schedule C1 – refer to clause 3.4 of the *agreement* – The following providers pay a rebate, discount or commission to the *agent*:**

| Name of company / person | Amount / percentage of rebate, discount or commission | Other information relating to the disclosure |
|---|---|---|
| CHU Underwriting Agencies Pty Ltd | Up to 20% of base premium | |
| REI Insurance brokers | Up to 20% of base premium | |
| Strata Unit Underwriters | Up to 20% of base premium | |
| Allianz | Up to 20% of base premium | |
| AON | Up to 20% of base premium | |
| Honan Risk & Insurance Brokers | Up to 20% of base premium | |
| Centric General Insurance Services | Up to 20% of base premium | |
| Austbrokers Insurance Brokers | Up to 20% of base premium | |
| Jardine Lloyd Thompson | Up to 20% of base premium | |
| Whitbread Insurance Brokers | Up to 20% of base premium | |
| CGU | Up to 20% of base premium | |

**Schedule D – Charges and associated fees***

| Item | Charge (inclusive of GST) | Unit |
|---|---|---|
| Accounting/computer fee | $12.00 | Per lot per annum |
| After hours emergency telephone calls | $77.00 | Per call |
| Archive box/Disk | $10.00 | Per box/disk |
| Archiving electronically/data scanning (data storage only) | $6.50 | Per month per disk or other electronic storage means |
| Archive retrieval (includes for strata inspections) | $85.00 | Per box |
| Archive storage and administration | $6.50 | Per month per box/per disk or other electronic storage means |
| Archive storage of as-built plans or similar | $3.50 | Per plan per month |
| Administering and arranging electricity contracts/auctions/reverse auctions through third party<br>Up to 10 Lots<br>From 11 to 20 Lots<br>From 21 to 50 Lots<br>From 51 to 100 Lots<br>101 Lots and over | <br><br>$100.00<br>$150.00<br>$200.00<br>$250.00<br>$300.00 | <br><br>Per arrangement/contract<br>Per arrangement/contract<br>Per arrangement/contract<br>Per arrangement/contract<br>Per arrangement/contract (includes execution/signing and affixing seal to documentation) |
| Binding of documents or notice of meetings (if requested) | $2.33 | Per document/notice |
| Booklet format for meetings (AGM/EGM/EC) double staple or other | $0.11 | Per booklet |
| By-Law drawing up of and/or providing wording | $295.00 | Per by-law |
| Courier | At cost plus 30% | Per item |
| Development application review, signing and affixing common seal | $300.00 | Per application |
| E-mail service printing correspondence | $6.50 | Per lot per year |
| E-mail/electronic service of agenda/minutes of meetings and other documentation as per legislation | $9.50 | Per lot per service of document |
| Issuing work orders/quotes via electronic service/e-mail | $13.20 | Per work order / group of quotes |
| Keeping keys and maintaining register | $2.50 | Per lot per year |
| Laminating | $4.40 | Per A4 page |
| Manilla folder | $0.33 | Per folder |
| Photocopying b & w / scanning | $0.48 | Per copy |
| Photocopying (colour) / scanning | $0.58 | Per copy |
| Postage<br><br><br><br><br>Express Post bags/envelopes etc. | $0.30<br><br>$0.40<br><br>$0.55<br><br>$3.00 | Per DL item plus Aust. Post charge<br>Per C5 item plus Aust. Post charge<br>Per C4 item plus Aust. Post charge<br>Per express post plus cost of express post bag/envelope |
| Preparing contract required under the Home Building Act 1989 | $38.00 | Per contract |
| Printing documentation and reports from computer system | 0.04 | Per page |
| Processing of security/lift or similar card/key form request/providing key | $33.00 | Per card/key |
| Producing cheque/Electronic Funds Transfer | $1.55 | Per cheque/EFT |
| Providing A4 binders and/or similar | $10.00 | Per binder |
| Providing managing agents plaque to scheme | $50.00 | Per arrangement. (Excludes cost of plaque, which is to be paid for by scheme) |
| Provide minute book | $45.00 | Per book |
| Providing ‘No Smoking’ notice/’No Parking’ stickers | $40.00 | Per notice/20 stickers |
| Purchasing and issuing common seal | $25.00 | Per seal + Cost of Seal |
| Scanning | $0.12 | Per page |
| Sending/receiving facsimile (locally) | $1.33 | Per page |

| | | |
|---|---|---|
| Sending/receiving facsimile (long distance) | $1.44 | Per page |
| Signing as a public officer | $200.00 | Per document |
| Stationary Charge | $1.10 | Per lot per annum |
| Striking, printing and posting levy notice | $1.44 | Per notice, plus Australia post charge |
| Striking, printing and posting special levy notice | $5.50 | Per notice, plus Australia post charge |
| Telephone call (local) | $0.22 | Per minute |
| Telephone (mobile) | $0.66 | Per minute |
| Trades Monitoring (Licence, insurances check) | $22.00 | Per month |
| New owner orientation package | $28.00 | Per owner |
| | | |

* These *fees* and *charges* have been negotiated between the parties to the *agreement*

**LOAN ADVANCING/OVERDRAFT**

Special Condition

**LOAN ADVANCED BY THE MANAGER TO THE OWNERS CORPORATION**

The owners corporation authorises the Manager to provide an overdraft or loan facility if it has insufficient funds to meet its expenses and agrees that the Manager will apply fees as set out below.

**REPAYMENT OF LOANS**

The owners corporation is obliged to repay on demand any loan made by the Manager.

If the Managers appointed is terminated for any reason and the owners corporation has an overdraft, loan or other amount owning to the Manager, the owners corporation shall repay any overdraft, loan or other amount owing to the Manager prior to the expiration of the notice period in Clause 5.

The owners corporation agrees that in addition to any rights the Manager may have pursuant to Clause 5 that the owners corporation authorises the Manager to liquidate any prepaid expense of the owners corporation and any refund made by a supplier may be used to repay any overdraft, debt or amount owing to the Manager. If the total of any refund made by suppliers is less that the amount owning to the Manager, the balance remaining after any refunds have been applied toward repayment of any overdraft, loan or amount owning shall remain a debt owning to the Manager by the owners corporation and the owners corporation shall pay such balance on demand.

The owners corporation agrees that the right of the Manager to receive a refund of a prepayment shall survive the termination of this appointment.

The Managers charges and rates for providing this facility as maybe required to be called upon by the owners corporation from time to time is in accordance with the National Consumer Credit Protection Act 2009. There is also a one off establishment fee and management of the loan facility each time this above facility is required payable to the Managers which, is calculated at the rate of $10.00 per lot GST Inc. multiplied by the number of lots in the Scheme.