strata community australia NSW

STM Building Smarter Communities
STRATA TITLE MANAGEMENT

STRATA MANAGEMENT AGENCY AGREEMENT - STANDARD

Date 18/04/2017

The Owners – Strata Plan 50785 **Lots:** 102 **"Owners Corporation"**

Attention: The Secretary/Strata Committee

Address: Cote D'Azur – 1-3 McDonald Street, Cronulla

Phone:	ABN: 44494936251
Facsimile:	
Email:	

The Agent: Strata Title Management Group Pty Limited "Agent"

Attention: The Licensee

Address: Level 7, 447 Kent Street, Sydney

Phone: 9266 2600	ABN: 43 119 665 762
Facsimile: 9266 2699	SCA (NSW) Membership No: 12274
Email: central@stratatitle.com.au	Licence No: 1670675

Particulars

Item 1	*Professional indemnity*	In accordance with Section 22 of the *Agents Act*
Item 2	*Commencement date*	01/05/2017
Item 3	*Term*	30/04/2020
Item 4	*Review date*	in relation to *agreed services* – Annually on each anniversary of the commencement date. in relation to *additional services rates* – 1st July each year. in relation to *charges* – 1st July each year.
Item 5	*Percentage increase p.a*	5%
Item 6	*Agreed services fee p.a*	**Option 1 - $** 20,350 plus rebates, discounts and commissions in Disclosure Schedule C1 and C2 - Agent retains all commissions (refer to clause 3.3(a)) **All fees under this agreement are GST INCLUSIVE (clause 9)**
Item 7	*Fee payment method*	Monthly in advance
Item 8	Manner of accounting	**Financial Statements** – Cash with accrual at financial year end. **Frequency of Accounting** - Monthly **Online/Upon Request** - Financial Statements available online or upon request.

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STRATA MANAGEMENT AGENCY AGREEMENT

Signatures

1.1 Owners Corporation

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

Signature	Signature
Name	Name
Designation	Designation

Being the person(s) authorised by section 272 of the *Act* to attest the affixing of the seal.

1.2 Agent

Executed by the *agent* in accordance with Section 126 or 127 of the *Corporations Act 2001* (Cth) in the presence of:

Signature of Authorised Person	Signature of Authorised Person
Name of Authorised Person	Name of Authorised Person

1.3 Service

The *owners corporation* acknowledges receipt of a copy of this *agreement* within 48 hours of execution by the *owners corporation* (refer to page 8 for IMPORTANT NOTES to the parties when executing this *agreement)*.

Name of Signatory	Signature

1.4 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 as indicated in *Item* 1.

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*,

from the commencement date for the *agreed services fee* and the *additional services fee*, until the *agreement* is terminated in accordance with clause 5 or at the end of the *term* whichever is the earlier.

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

(a) full authority with no limitations;

(b) full authority subject to limitations as disclosed in schedule A2; or

(c) no authority, in which case there is no delegation.

Where a selection has not been indicated on schedule A1 of either (a), (b) or (c), then the extent of authority that has been delegated is FULL AUTHORITY WITH NO LIMITATIONS.

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 52 of the *Act*; or

(B) a decision on a matter required by the *Act* to 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 *strata committee* from performing 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 237 of the *Act once being notified of any such appointment by the Tribunal or the owners corporation.*

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 In addition to the fees and charges in clause 3.1 and 3.2, the *agent* is entitled to remuneration for its services in the form of rebates, discounts and commissions disclosed in schedule C1 and schedule C2 as follows:

(a) If the first option in *item* 6 is selected, 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 schedule C2 or as otherwise notified in writing to the *owners corporation* from time to time and agreed in writing by the *owners corporation.*

(b) If the second option in *item* 6 is selected, 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 receipt except for any rebates, discounts and commissions described in the disclosure schedule C2 which may be retained by the *agent*.

(c) If the third option in *item* 6 is selected, 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 receipt.

(d) If the owners corporation:

(i) delegates the *agent* to arrange insurance cover;

(ii) selects the first or second option in *item* 6; and

(iii) later takes steps to arrange its own insurance or directs, instructs or passes a resolution that has the effect that the *agent* does not receive a commission or rebate for the placement of insurance,

then the *agreed services fee* shall be increased by an amount equivalent to the commission the *agent* would have received had the *agent* arranged the insurance cover.

3.4 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* 8.

3.5 At any time, by written *agreement* between the parties, *items* 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 review date by the *agent*.

4.2 Unless otherwise agreed before the review date, the *agreed services fee*, the *additional services rates* and the *charges* payable on and from the review date will be increased in accordance with *item* 5.

4.3 The *agent* will notify the *owners corporation* of the new *agreed services fee*, the *additional services rates* and the *charges* as soon as practicable after the review date.

5. Terminating the *agreement*

5.1 After the expiry of the *term*, the *agreement* will automatically end unless the *owners corporation extends the agreement* in accordance with section 50(4) of the *Act*.

5.2 The *agreement* may be terminated at any time with the mutual consent of the parties.

5.3 Any notice to terminate under this *agreement* can only be given by the *owners corporation* if authorised by a resolution of the *owners corporation at general meeting*.

5.4 Despite this clause 5 and without affecting any of its other rights, the *agreement* may be terminated with immediate effect by written notice given 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 administration or liquidation; or

(iv) if the *agent* ceases to hold a strata managing *agent's* licence; or

(b) the *agent* if:

(i) the *owners corporation* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *agent* serves a written notice on the *owners corporation* providing particulars of the breach; or

(ii) an order by a Court is made for the variation or termination of the *strata scheme* under Part 9 or 10 of the *Development Act*; or

(iii) the *owners corporation* fails to pay any moneys owed under this *agreement* after the *agent* serves a written notice on the *owners corporation* providing particulars of the amount outstanding; or

(iv) the *owners corporation* fails to comply with any law or fails to provide adequate instructions or prevents the *agent* from carrying

out its obligations under this *agreement* after the *Agent* serves a written notice on the *owners corporation* providing particulars of the breach.

5.5 The *agreement* is terminated on the appointment of a strata managing *agent* under section 237 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.

5.6 In the event of termination, the *agent* must provide all books, records, accounts, funds and property of the *owners corporation* in the *agent's* possession to the secretary of the *owners corporation*, or persons nominated by the secretary of the *owners corporation*, within seven (7) business days.

6. Liability of the *agent* and exclusions

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

(a) only for *services* actually supplied or that should have been supplied under this *agreement;* and

(b) on the terms of this clause 6.

6.2 The *agent* is excluded from all liability for any claim, liability or *loss* arising directly or indirectly out of the *services* or *additional services* or arising from any cause of action whatsoever except to the extent that the claim, liability or *loss* is caused or contributed to by the *agent's* wilful breach of this *agreement*, gross negligence, dishonesty or fraud. The *owners corporation* agrees that it will at all times indemnify the *agent* against all actions, suits, proceedings, costs, claims, expenses or demands which may arise in the course of or as a result of the *agent's* management of the scheme, including all legal expenses incurred by the *agent* in defence of or initiation of any legal proceedings as well as any excess payable under the *agent's* professional indemnity insurance;

(a) by third parties against the *agent*;

(b) by the *owners corporation* against the *agent* arising before, during or after this *agreement*.

6.3 The *agent's* maximum liability to the *owners corporation* for any breach of this *agreement*, or arising out of the provision or non provision of the *agreed services* or the *additional services* or by taking steps contrary to this agreement, whether under law of contract, tort or otherwise, is limited to the amount of the *agreed services fees* for the year in which the liability arose.

6.4 The *agent* is deemed to be discharged from all liability in respect of the *agreed services* and the *additional services*, whether under the law of contract, tort or otherwise, at the expiration of two years from the date of the act or omission giving rise to the liability, and the *owners corporation* (and persons claiming through or under the *owners corporation*) shall not be entitled to commence any action or claim against the *agent* in respect of that act or omission after that date.

6.5 Clauses 6.1, 6.2, 6.3, 6.4 and 6.5 apply to the extent permitted by law.

6.6 The *owners corporation* must indemnify the *agent* immediately on demand against any matter for which the *agent* has no liability to the owners corporation including in respect of the matters referred to in clause 6.2 and 6.3.

7. Transfer of the *agreement*

7.1 The *agent* cannot transfer the *agreement* without the written consent of the *owners corporation*, which consent shall not be unreasonably withheld if the *agent* satisfies the *owners corporation* that the proposed transferee and *related persons* are fit and proper persons and have the qualifications, competence and experience to perform the *agreed services* and *additional services* at an *agreed services fee* and an *additional services fee* not greater than the current *agreed services fee* and *additional services fee*.

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

7.3 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* elects to enter into a new agency *agreement* then clause 7.4 will apply.

7.4 After the transfer *agreement* has been entered into or, if an election has been made by the *agent* under clause 7.3, the new *agent* must 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 after such request, such approval not to be unreasonably withheld if the new agency *agreement* is on the same terms as this *agreement*, or on terms not less favourable to the *owners corporation* as this *agreement*. The new *agent* must pay the reasonable cost of preparing the new agency *agreement*, preparing and holding the meetings of the *strata 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* must pay the proportionate share of the total cost relating to approval of the new agency *agreement*.

8. Service of notices

8.1 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.

9. GST

9.1 Words or expressions used in this clause 9 or elsewhere in the *agreement* that are defined in the *GST Act* have the same meaning in the *agreement*.

9.2 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.

10. Work, health and safety

10.1 The parties mutually covenant and agree that they will each comply with their respective obligations under the *Work Health & Safety Act 2011* (NSW) and the *Work Health & Safety Regulation 2011* (NSW) (*WHS Act 2011* and *WHS Regulation 2011*), as amended from time to time.

10.2 Subject to the provisions of the *WHS Act 2011* and *WHS Regulation 2011*, *the owners corporation's* appointment of the *agent* under this *agreement* does not constitute the appointment of the *agent* as a principal contractor within the meaning of regulation 293 of the *WHS Regulation 2011 (as amended from time to time)*.

11. Definitions

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

Act	*Strata Schemes Management Act 2015* (NSW).
additional services	the functions and duties of the *owners corporation* set out in schedule A1 or schedule A2.
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 7.
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 other than those marked "No authority"; and b) schedule A2.

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 schedule D, as varied under the *agreement*.
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 Act	in relation to a freehold *strata scheme*, the *Strata Schemes Development Act 2015* (NSW).
disclosure schedule	schedules C1 and C2.
strata committee	the *strata committee* of the strata scheme.
GST Act	*A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
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.
minimum term	the period or event in *item* 3: a) commencing on the commencement date; and b) expiring at the duration of the period identified or event in *item* 3.
non-standard work	means any work not defined as *standard work*.
owners corporation	the *owners corporation* described on the front page of the *agreement* and, where appropriate, includes the *employees, agents* (other than the *agent*), contractors and invitees of the *owners corporation*.
Regulation	*Property, Stock and Business Agents Regulation 2014* (NSW).
related persons	in relation to a proposed transferee which is a: a) corporation, — a 'related entity' of the corporation within the meaning of section 9 of the Corporations Act 2011 (Cth); or b) partnership, — the partners and principal staff of the partnership.
SCA (NSW)	means Strata Community Australia (NSW).
services	the *agreed services* and *additional services*.
standard work	Means: a) construction work where there is no requirement to work above three (3) metres, including but not limited to, replacement of roofing, guttering; b) general maintenance works, including but not limited to, lawn mowing, gardening, window cleaning (below three (3) metres), painting; c) minor maintenance repairs, including but not limited to, repair/replacement of leaking pipes, replacing tiles/pavers, lock replacement/repairs; d) maintenance of essential fire safety equipment; e) annual inspection and notifications required for essential fire safety equipment; f) pest management treatments (excluding fumigation); g) lift, travellator or escalator maintenance; or h) renewal of plant registrations in accordance with the requirements of the *WHS Act 2011* and *WHS Regulation 2011*; provided however: a) if any of these works require a principal contractor (as defined under the *WHS Act 2011* and *WHS Regulation 2011*) to be appointed then the works will be considered *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* described on the front page of the *agreement*.
Tribunal	means the NSW Civil and Administrative Tribunal.

12. 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 11, the words defined in clause 11 are defined words whether or not these words are in italics.

Important notes for the parties when executing the *agreement*:

- **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 duplicate and submit the *agreement* in duplicate to the *owners corporation* for signing. The *owners corporation* should sign, date and acknowledge receipt of the *agreement* on both counterparts.**
- **The *agent* should retain a copy of the signed *agreement*.**
- **A 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.**
- **If the *owners corporation* does not nominate two (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 *strata committee*.**

SCHEDULE A1

NOTE: Where this schedule A1 provides for choices and no choice is selected, "Full authority with no limitations" applies. 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* (NSW). If a duty/function does not apply, then 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.			X	6(a)
Holding documents and maintaining records relating to the *scheme* (for example, the strata roll, notices, and minutes of meetings).			X	6(b)
Arranging building inspections and reports.			X	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 approval of the person on behalf of whom the *agent* is acting.			X	6(d)
Engaging appropriately qualified tradespersons to do *Non-Standard Work,* and the appointment on behalf of the *owner's corporation* of a *principal contractor* within the meaning of **regulation 293 of the *WHS Regulation 2011*** for such *Non-Standard Work*, with limitations on expenditure that may be incurred by the *agent* without obtaining the principal's approval.			X	
Paying disbursements and expenses incurred in connection with the *agent*'s management of the *scheme.*			X	6(e)
Arranging insurance cover for the *scheme.* **NOTE:** Where the *owners corporation* arranges for placement of the insurance cover or engages a third party i.e. an insurance broker, the *agent* is indemnified by the *owners corporation* to the extent of liability contributed by an act, omission or negligence on behalf of the *owners corporation* or third party in placing the insurance cover.			X	6(f)
Serving notices to comply with a by-law.			X	6(g)
Managing the administrative fund and capital works fund.			X	6(h)
Undertaking steps necessary to recover any money owing in relation to levies.			X	6(i)
Representing the *owners corporation* or association in tribunal or court proceedings.			X	6(j)
Paying accounts in relation to the *scheme* (for example, accounts for water charges, council rates and maintenance).			X	6(k)
Arranging and undertaking administrative duties in relation to annual general meetings, strata committee meetings and other general meetings.			X	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 e.g. on expenditure (if nothing stated, then no limitations apply)	Fee Method
ACCOUNTING SERVICES		
Perform the duties of Treasurer pursuant to s 13 of the Act.	No Limitation	**Included**
Undertaking the financial management of funds and books of account.	No Limitation	**Included**
Establish and maintain the administration and capital works fund.	No Limitation	**Included**
Establish and maintain the trust account.	No Limitation	**Included**
Provide statutory reconciled accounts including balance sheet, statement of income and expenditure and levy status report.	No Limitation	**Included**
Pay disbursements and expenses incurred in connection with the *agent*'s management of the scheme.	No Limitation	**Included**
Check, code and approve invoices on behalf of the Owners Corporation.	No Limitation	**Included**
Prepare draft annual budgets for the Administration and Capital works Funds.	No Limitation	**Included**
Arrange for the collection of trust monies.	No Limitation	**Included**
Pay accounts on behalf of the Owners Corporation.	No Limitation	**Included**
Provide monthly accounts summary via internet/website portal.	No Limitation	**Included**
Create third party invoices to recover funds owing to the Owners Corporation.	No Limitation	Sch B
Generate and distribute levy notices.	No Limitation	Sch B Sch D
Monitor and undertake steps necessary to recover any money owing in relation to levies (charges recoverable from defaulting owner/s).	No Limitation	Sch B Sch D
Assist auditor in compiling records and accounts for audit.	No Limitation	Sch B
ABN/GST/TFN registration/cancellation.	No Limitation	Sch B
GST related activities including but not limited to preparation and lodgement of BAS (quarterly) and annual tax returns.	No Limitation	Sch B
Arrange the preparation and lodgement of annual tax return by registered taxation agent.	No Limitation	Sch B
Prepare and issue additional financial reports prepared to specific requirements including, but not limited to, monthly accounts on an accruals basis.	Subject to Instruction	Sch B
Undertaking the management of term deposit accounts and/or other investment accounts.	Subject to Instruction	Sch B
Pay accounts in accordance with creditor approval system.	Subject to Instruction	Sch B
DOCUMENTS AND RECORDS		
Perform the duties of Secretary pursuant to s 13 of the Act.	No Limitation	**Included**
Holding documents and maintaining records relating to the scheme.	No Limitation	**Included**
Hold custody and maintain strata roll.	No Limitation	**Included**
Hold custody over common property certificate of title.	No Limitation	**Included**
Hold custody over meeting notices, meeting minutes and minute books.	No Limitation	**Included**
Hold custody over correspondence, insurance, financial, contract and all other related files.	No Limitation	**Included**
Hold custody over service and management contracts.	No Limitation	**Included**
Record and hold custody over notices under s's 22, 258, 259 of the Act.	No Limitation	**Included**
Hold custody over by-laws, strata plan and other plans/diagrams.	No Limitation	**Included**
Hold custody over common seal.	No Limitation	**Included**
Issue minutes of delegated performance.	No Limitation	**Included**
Provide annual insurance commission and training disclosure	No Limitation	**Included**
Liaise with Authorised and Substitute Representative of the Owners Corporation.	No Limitation	**Included**
Attend to routine oral and written communication (less than 15 minutes).	No Limitation	**Included**
Affix the common seal to documents as required.	Authorised for s 184 certificates otherwise subject to instruction	Sch B
Attend to technical and complex communication.	No Limitation	Sch B
Arranging review, amendment, and drafting of by-laws.	No Limitation	Sch B

Arrange registration of new, amended or repealed by-laws.	Subject to Instruction	Sch B
Prepare and issue new owner orientation pack.	No Limitation	Sch B
Make all records available pursuant to ss 182, 183 of the Act (strata inspections – charged to person applying under ss 182, 183).	No Limitation	Regulation
Issue and retain s 184 certificates (charged to prospective purchaser).	No Limitation	Regulation
Issue urgent 184 certificates (charged to prospective purchaser).	No Limitation	Sch B
Administer archive storage and retrieval of old records.	No Limitation	Sch B
Storage of all documents and records in the custody of the agent and dated from 1 January 2014 or, from the date the agent is appointed (whichever period is the lesser), by way of electronic archive and data storage.	No Limitation	Sch B
Manually scan and store all documents and records (**"records"**) in custody and dated earlier than 1 January 2014 or, the date the agent is appointed, by way of electronic archive/data storage and, coordinate the secure destruction of those records once they have been electronically archived (having regard to the statutory requirements for the retention of such records under the *Act*).	Subject to Instruction	Sch B plus external agent fee where required.
BUILDING INSPECTIONS AND REPORTS		
Arrange a capital works fund assessment.	Authorised where time exceeded under the Act otherwise subject to instruction	Sch B
Arrange a report on Workplace, Health and Safety and/or asbestos reports.	Subject to Instruction	Sch B
Arrange any other building inspection and report as may be required from time-to-time (e.g. pest/termite inspection, engineer reports etc).	Subject to Instruction	Sch B
REPAIRS, MAINTENANCE & REGULATORY COMPLIANCE		
1. 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.	Authorised up-to $2,500.00; otherwise, Subject to Instruction	**Included** (allowance for up-to 15 minutes, hourly rates thereafter) Sch D
2. Arrange any work that, in the reasonable opinion of the agent, classifies as emergency works necessary in the circumstance.	No Limitation	**Included** (allowance for up-to 15 minutes, hourly rates thereafter) Sch D
Engaging appropriately qualified tradespersons to do *Non-Standard Work,* and the appointment on behalf of the *Owners Corporation* of a *Principal Contractor* within the meaning of regulation 293 of the WHS Regulation 2011 for such *Non-Standard Work*, with limitations on expenditure that may be incurred by the *agent* without obtaining the principal's approval.	Subject to Instruction	Sch B Sch D
Obtain quotations for repair, maintenance and replacement of common property or personal property vested in the Owners Corporation.	No Limitation	Sch B Sch D
Issue work orders and liaise with tradespeople concerning appropriately authorised work to be performed under *Repairs and Maintenance* Items 1 & 2.	No Limitation	Sch B Sch D
Arrange and execute contracts pursuant to the Home Building Act 1989 (NSW) for authorised works in accordance with *Repairs and Maintenance* Items 1 & 2.	No Limitation	Sch B Sch D
Arrange annual review of essential services and lodgement of related Annual Fire Safety Statements (AFSSs).	No Limitation	Sch B Sch D
Arrange annual certification of applicable facilities, including but not limited to, lift, pool, cooling towers etc.	No Limitation	Sch B plus lodgement fees
Arrange for the monitoring of trades compliance.	No Limitation	Sch B
Collective Sale/Strata Renewal	Subject to Instruction	Sch B
Facilitating building defects process/defect bonds	Subject to Instruction	Sch B
PAYING DISBURSEMENTS AND EXPENSES INCURRED IN CONNECTION WITH THE *AGENT*'S MANAGEMENT OF THE SCHEME	**See 'Accounting Services'**	**-**
INSURANCE		
Arrange building valuation for insurance purposes.	Subject to instruction if valuation is less than 5	Sch B

	years old, otherwise no limitation	
Obtain quotations for insurance renewal from appropriate underwriters, brokers or insurance companies for the placement of insurance.	No Limitation	**Included** if Item 6, option 1 is marked 'Yes'; Sch B otherwise
Submit insurance renewal quotations to the Strata Committee or authorised representative for renewal of insurances.	No Limitation; subject to instruction at renewal	**Included** if Item 6, option 1 is marked 'Yes'; Sch B otherwise
Arranging insurance cover on behalf of the scheme.	Subject to Instruction otherwise renew in accordance with Insurance Broker's recommendations	**Included** if Item 6 is marked 'Yes'; Sch B otherwise
Prepare and lodge routine insurance claims (less than 15 minutes).	No Limitation	**Included** if Item 6 is marked 'Yes'; Sch B otherwise
Prepare and lodge complex insurance claims (over 15 minutes)	No Limitation	Sch B
DISPUTES AND COMPLIANCE WITH BY-LAWS		
Attend to general enquiries from the Strata Committee about the schemes by-laws.	No Limitation	**Included**
Preparing and Issuing initial breach of by-law notices to occupants relating to a breach of a by-law (less than 15 minutes).	No Limitation	**Included** Sch D
Preparing and issuing breach of by-law letters to offending party/s in addition to the initial breach notice.	Subject to instruction	Sch B Sch D
Issuing and serving notices to comply with a by-law (s 146, the Act).	Subject to instruction	Sch B Sch D
Preparation and lodgement of applications for mediation, tribunal hearings or other proceedings and relevant attendance thereof.	Subject to instruction	Sch B plus application fee Sch D
Representing the *Owners Corporation* or *Association* in tribunal or court proceedings.	Limited to providing assistance to appropriately engaged lawyers	Sch B
Attending the tribunal or court to provide evidence on behalf of the *Owners Corporation* or *Association* if instructed or subpoenaed.	Subject to instruction/subpoena	Sch B
MANAGING THE CAPITAL WORKS FUND AND THE ADMINISTRATIVE FUND	**Refer 'Accounting Services'**	-
UNDERTAKING STEPS NECESSARY TO RECOVER ANY MONEY OWING IN RELATION TO LEVIES	**Refer 'Accounting Services'**	-
REPRESENTING THE *OWNERS CORPORATION* OR ASSOCIATION IN TRIBUNAL OR COURT PROCEEDINGS	**Refer 'Disputes & Compliance w. By-laws'**	-
PAYING ACCOUNTS IN RELATION TO THE SCHEME (FOR EXAMPLE, ACCOUNTS FOR WATER *CHARGES*, COUNCIL RATES AND MAINTENANCE),	**Refer 'Accounting Services'**	-
MEETINGS		
Perform the functions of Chairperson pursuant to s 13 of the Act.	No Limitation	**Included**
Arranging and undertaking administrative duties in relation to Annual General Meeting and concurrent Strata Committee Meeting including authority to recommend motions in addition to the statutory motions.	No Limitation	**Included**
Act as Chairperson at General Meetings and Strata Committee Meetings.	No Limitation	**Included**
Attend Annual General Meeting and concurrent Strata Committee meeting held during office hours, or scheduled to complete no later than 5.00pm weekdays, excluding	No Limitation	**Included**

public holidays. excluding public holidays. Up-to 1 hour included, hourly rates thereafter.		
Attendance at Annual General Meeting and concurrent Strata Committee meeting held after normal business hours.	No Limitation	Sch B
Attendance at Extraordinary General Meetings and Strata Committee Meetings, other than Strata Committee Meeting held immediately following the Annual General Meeting.	No Limitation	Sch B
Facilitate & record pre meeting nominations for Strata Committee.	No Limitation	**Included**
Arrange tenant meetings to appoint tenant representative in accordance with s 33 of the act.	No Limitation	Sch B
Prepare and distribute notices and minutes of Annual General Meeting to owners and tenants as registered on the strata roll.	No Limitation	**Included** Sch D
Arranging and undertaking administrative duties in relation to Extraordinary General Meetings and Strata Committee Meetings.	No Limitation	Sch B Sch D
Arrange alternate venue for meetings, other than onsite or Strata Managing Agents offices (cost to be borne by the Owners Corporation).	Subject to instruction	Sch B plus venue cost
Authority to convene an Extraordinary General Meeting or Strata Committee Meeting, when required.	No Limitation	Sch B
Prepare and distribute notices and minutes of Strata Committee and Extraordinary General Meetings to owners and tenants as registered on the strata roll.	No Limitation	Sch B Sch D

* 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 (GST Inclusive)	Unit
HOURLY RATES AND PROFESSIONAL FEES		
Administration and/or clerical staff.	$110.00	Per hour
Accounting staff.	$150.00	Per hour
Regional Manager/General Manager.	$220.00	Per hour
Strata Manager.	$165.00	Per hour
Senior Strata Manager.	$192.50	Per hour
ACCOUNTING AND TAXATION		
GST/ABN or TFN Registration/Cancellation.	$ 99.00	Per application
BAS Statement - Total levies up to $50,000 pa.	$ 33.00	Per month
BAS Statement - Total Levies over $50,000 pa & under $100,000 pa.	$ 66.00	Per month
BAS Statement – Total levies over $100,000 pa.	$ 80.00	Per month
Arrange the preparation and lodgement of annual tax return.	$165.00	Per annum charged monthly
Signing as a public officer for taxation purposes.	$165.00	Per form
Compiling records to enable preparation of tax return.	$120.00	Per item
Audit preparation.	$ 3.00	Per lot/per audit
Trust account sweeping.	$ 75.00	Per annum if over $5,000.00 in the trust account, otherwise NIL.
Creditor approval system by Treasurer/Strata Committee/Building Manager.	$ 66.00	Per month
Prepare and issue additional financial reports prepared to specific requirements including, but not limited to, monthly accounts on an accruals basis.	Hourly rate	Per set of reports
Establishment term deposit account or other investment account (excludes attending bank or institution).	$ 85.00	Per investment account
Arrange transactions to/from term deposit/investment account.	$ 33.00	Per transaction
Create third party invoices to recover funds owing to the Owners Corporation.	$ 22.00	Per invoice
Administering/arranging electricity contracts/auctions/reverse auctions through third party.	$ 44.00	Per contract (if part of a bulk energy auction, otherwise hourly rates)
Striking, printing and posting levy notice.	$ 2.50	Per notice, plus Australia Post charge
Striking, printing and posting special levy notice.	$ 5.50	Per notice, plus Australia Post charge
ADMINISTRATION SERVICES		
Affixing the common seal.	$ 55.00	Per service
Issue s 184 certificate by way of standard issue as prescribed by the Regulations (Nb. Regulations may be subject to change).	Per Regulation	Per certificate
Providing section 184 certificate by way of urgent issue.	Per Regulation x 2	Per certificate
Providing an updated section 184 certificate.	Per Regulation	Per certificate
Correct deficiency in records at takeover of management.	Hourly rate	Per hour
Arrange replacement Certificate of Title (excluding LPI fee).	$220.00	Per certificate
Maintain security key/device register and hold keys/devices.	$ 2.50	Per lot per annum charged monthly.
Processing of security/swipe/fob/key form request and provide security device (issue of security devices to owners or authorised agents only).	$ 33.00	Per security device
Issue management documents to owners (including insurance certificates, by-laws, strata plan etc.)	$ 33.00	Per document
Word processing	Hourly rate	Per hour
Hand deliver mail	Hourly rate	Per hour or part thereof
Payroll attendance fee per employee.	$ 44.00	Per pay
Preparation of By-Laws.	$300.00	Per By-Law
Registration of By-Laws and/or other LPI documents (excluding LPI fee).	$295.00	Per By-Law
New owner orientation package (payable by new owner).	$ 45.00	Per new owner

Process owners applications for private works/Development Application review, signing and affixing common seal after required approval obtained (Payable by Applicant).	$220.00	Per Application (allowance for up-to 2 hours, hourly rates thereafter)
Any other service or additional work requested by the Owners Corporation that does not form part of the agreed services fee.	Hourly Rate	Per hour
DOCUMENTS AND RECORDS		
Strata records inspection fee.	Regulation	Per inspection
Search and obtain electronic plans/by laws/management statements or any other registered dealing or undertake title search.	$ 33.00	Per search/dealing
Strata Schemes Cancellation (handover).	$ 650.00	Per scheme (allowance for up-to 8 hours, hourly rates thereafter)
LEVY MANAGEMENT AND DEBT RECOVERY		
1st action on levies in arrears (1st Demand – Reminder Notice).	$ 60.50	Per notice, charged to lot
2nd action on levies in arrears (2nd Demand).	$ 82.50	Per notice, charged to lot
Issue instructions to solicitor for recovery of outstanding contributions.	$ 121.00	Per instruction, charged to lot
Monthly monitoring of levies in arrears.	$ 55.00	Per month per lot under debt collection, charged to lot
Processing stop payments, dishonoured cheques for levy payments.	$ 22.00	Per transaction, charged to lot
Basic address search as a result of returned mail.	$ 22.00	Per search
Refund for levy overpayment (subject to owner's written authority).	$ 22.00	Per lot, charged to lot
MEETING FEES		
Attendance at Annual General Meetings convened after normal office hours.	Hourly Rate	Per hour or part thereof (minimum 2 hours)
Attendance at Extraordinary General Meetings and Strata Committee Meetings.	Hourly Rate	Per hour or part thereof (minimum 2 hours)
Strata Committee meetings conducted in writing or via automated electronic voting system i.e. without attendance.	$132.00	Per meeting
Meeting preparation (excluding the Annual General Meeting and Strata Committee Meeting held immediately following the AGM).	Hourly Rate	Per meeting (minimum 1 hour charge)
Preparation of agenda/minutes and attendance at tenant meetings to appoint a tenant representative.	Hourly Rate	Per hour or part thereof (minimum 1 hour)
Email/electronic service of agendas/minutes of meetings and other documentation associated with the meetings and required as per legislation.	$ 16.50	Per lot, per service of documents
DISPUTES AND COMPLIANCE WITH BY-LAWS		
Receive instructions, prepare or assist lawyer in the preparation/submission of applications and attend any hearings or court proceedings on behalf of the Owners Corporation.	Hourly rate	Per hour plus application fee
Receive instructions, prepare and issue breach of by law letter.	Hourly rate	Per hour
Receive instructions, prepare and issue Notice to Comply (s 146).	Hourly rate	Per hour
REPAIR, MAINTENANCE & REGULATORY COMPLIANCE		
Engage contractors, consultants and other persons on behalf of the Owners Corporation for *standard work.*	Hourly rate	Per hour (allowance for up-to 15 minutes included, hourly rates thereafter)
Engage contractors, consultants and other persons on behalf of the Owners Corporation for emergency work i.e. any work that, in the reasonable opinion of the agent, classifies as emergency works necessary in the circumstance.	Hourly rate	Per hour (allowance for up-to 15 minutes included, hourly rates thereafter)
Engage contractors, consultants and other persons on behalf of the Owners Corporation for *non-standard work.*	Hourly rate	Per matter
Issuing work orders/quotes via electronic service/email.	$ 13.20	Per order
Liaise with building contractors, engineers and owners/residents concerning a maintenance/repair matter.	Hourly rate	Per matter
Arrange and execute contracts pursuant to the Home Building Act 1989 (NSW).	$ 38.00	Per contract
Coordinate, prepare and lodge annual certification certificates (if applicable) with the appropriate authorities including: 1. Annual lift certification statement 2. Annual cooling tower certification 3. Swimming pool compliance certification	$ 220.00	Per statement/ certification

Arrange notification to owners/agents/occupants relating to annual inspection. Arrange and lodge Annual Fire Safety Statement (as required), prepare and lodge Annual Fire Safety Statement.	$ 300.00	Per statement (up-to 2 hours, hourly rates thereafter)
Coordinate and arrange window safety compliance (if applicable)	$ 220.00	Per scheme (up-to 2 hours, hourly rates thereafter)
Arrange Capital Works Fund Forecast, WH & S Report or similar report.	$ 99.00	Per report
Trades monitoring (Quality Assurance, licence, insurance, Safe Work Method Statement checks).	$ 22.00	month
After hours emergency calls.	$100.00	Per call
Collective Sale/Strata Renewal	Hourly Rate	Per matter
Facilitating building defects process/defect bonds	Hourly Rate	Per matter
INSURANCE		
Arrange insurance valuation.	$88.00	Per valuation
Obtain quotes for insurance renewal.	Hourly rate	Per renewal (only if item 6, Option 3 is marked 'yes')
Submit insurance quotations to the strata committee or authorised representative for renewal of insurances.	Hourly rate / meeting fee rate.	Per insurance renewal (only if item 6, Option 3 is marked 'yes')
Arrange insurance cover on behalf of the scheme.	Hourly rate	Per renewal (only if item 6, Option 3 is marked 'yes')
Prepare and lodge routine insurance claims.	Hourly rate	Per hour (allowance for up-to 15 minutes included, hourly rates thereafter)
Prepare and lodge complex insurance claims.	Hourly rate	Per hour

NOTES FORMING PART OF THIS AGREEMENT

1. *Pursuant to clause 3.5 of this agreement, any work that is not listed in this schedule will be performed by the agent, at its sole discretion and in response to the reasonable request of the Owners Corporation (or Strata Committee on behalf of the Owners Corporation), in accordance with the Rates and Professional Fees and, Charges and Associated Fees listed in this agreement.*
2. *These fees have been calculated on the basis that all work undertaken by the agent in accordance with this agreement is within office hours (9:00am - 5:00pm, Monday to Friday, excluding public holidays).*
3. *Subject to Item 1 above, Rates and Professional Fees for work performed outside office hours between Monday and Friday will be subject to 50% loading.*
4. *Subject to Item 1 above, Rates and Professional Fees for work performed on weekends/public holidays will be subject to 100% loading.*

SCHEDULE C – Disclosure schedule

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 the base premium	Commissions received by the agent pursuant to this agreement and the *Property, Stock and Business Agents Act 2002* are disclosed to the Owners Corporation each year prior to insurance renewal and as part of the Annual General Meeting documentation. It is important to note that the *Agreed Service Fee* disclosed under Item 6 of this agreement has been negotiated on the basis that insurance commissions will be paid to the agent. Such commissions are set out in this schedule and are proportionate of the broker's fee payable at the time of renewal. Insurance commissions effectively provide a cost subsidy to the Owners Corporation, thereby allowing the agent to offer management fees at a reduced rate per annum. Should the Owners Corporation negotiate an agreement with no insurance commissions payable to the agent, then the *Agreed Service Fee* (as varied from time-to-time) will be subject to an automatic increase (on a pro-rata basis) to account for any loss of income flowing from such a negotiation.
REI Insurance Brokers	Up to 20% of the base premium	
Strata Unit Underwriters	Up to 20% of the base premium	
Allianz	Up to 20% of the base premium	
SCI Insurance	Up to 20% of the base premium	
Longitude	Up to 20% of the base premium	
AON	Up to 20% of the base premium	
Honan Risk and Insurance Brokers	Up to 20% of the base premium	
Centric General Insurance Services	Up to 20% of the base premium	
Austbrokers Insurance Brokers	Up to 20% of the base premium	
Jardine Lloyd Thompson	Up to 20% of the base premium	
Whitbread Insurance Brokers	Up to 20% of the base premium	
CGU	Up to 20% of the base premium	

SCHEDULE C2 – refer to clause 3.5 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
Nil		

SCHEDULE D – Charges and associated fees*

ITEM	CHARGE (INCLUSIVE OF GST)	UNIT
ADMINISTRATION SERVICES		
Archive box/disk/set of plans.	$ 6.50	Per box, per month
Archiving electronically/data scanning (data storage only – per "block" of 400 pages).	$ 10.00	Per block, per month
Archive retrieval (includes for strata inspections).	$ 85.00	Per box retrieved
Issuing and receiving of facsimile/emails (in/out).	$ 1.00	Per item
Payments by cheque/EFT/BPAY.	$ 1.55	Per transaction/cheque/EFT
Issue of common seal.	$ 25.00	Per seal, plus cost of seal
Email storage/management charge (Allowance of up-to 1,200 incoming emails per annum)	$ 6.50	Per lot, per annum
DISBURSEMENTS AND STATIONERY		
Photocopying/printing/scanning (black and white).	$ 0.55	Per copy/per page
Photocopying/printing/scanning (colour).	$ 1.10	Per copy/per page
Postage.	$ 0.33 $ 0.44 $ 0.61 $ 15.00	Per DL item, plus Australia Post Charge Per C5 item, plus Australia Post Charge Per C4 item, plus Australia Post Charge Per Express post/Registered post envelope/bag.
Courier charge.	At cost plus 30%	Per courier
Telephone – local.	$ 0.22	Per minute
Telephone – STD/Mobile & SMS.	$ 0.66	Per minute/text
Computer accounting software and website management.	At cost	Per lot

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