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STRATA TITLE MANAGEMENT

NOTICE OF
ANNUAL GENERAL MEETING

THE OWNERS – STRATA PLAN 50785
AT 1 MCDONALD STREET, CRONULLA, NSW, 2230

Date:	**7 May 2024**
Time:	**07:00 PM**
Venue:	**Club Cronulla, 41 Croydon Street, Cronulla, NSW, 2230**

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PROFESSIONAL STRATA MANAGER
Strata Community Association (NSW)

Liability limited by a scheme approved under the Professional Standards Legislation.

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LETTER FROM THE STRATA MANAGING AGENT

Dear Owners,

We are pleased to invite you to attend the Annual General Meeting of The Owners-Strata Plan 50785 – 1 McDonald Street, CRONULLA, NSW, 2230.

The motions to be determined at the meeting as well as explanatory notes on each motion are detailed in the meeting notice. We urge you to carefully read the motions and associated documentation including the financial statements, proposed budget report and other important annexures prior to the meeting so that you are fully aware of the items to be determined.

If you are unable to attend the meeting, we encourage you to indicate your voting intentions by completing and returning the accompanying proxy appointment form to our office via fax (02)95404199 or email your strata manager directly 24-hours prior to the meeting. You may appoint any person to attend the meeting and vote on your behalf. Alternatively, you may appoint the chairperson.

Further information relating to voting at the meeting is as follows:

- Please ensure that all sections of the proxy are completed in full. Proxies not completed correctly may be deemed invalid.
- **If your lot is in the name of multiple Owners, where it states 0wners signature of the proxy form, all owners must sign this section, otherwise your proxy is invalid.**
- Should your lot be in the name of a company, please ensure a company nominee form is completed and returned to our office.The company nominee's name must be recorded on the strata roll for them to be able to vote at the meeting.
- Only **FINANCIAL** owners are entitled to vote at a general meeting, unless a unanimous resolution is required, then all Owners whether financial or not are permitted to vote on such motions.
- Please contact our office at least 24 hours prior to the meeting in relation to account and budget enquiries.

This meeting is held in accordance with the Strata Schemes Management Act (NSW) 2015 that was in effect from 30 November 2016.

As per the changes made as part of this Act, please note that:

- A person may only hold a proxy for 1 owner in strata schemes of up-to 20 lots or 5% of the total number of lots for strata schemes over 20 lots.
- A number of new statutory motions are required concerning building defects, annual fire safety statements and Strata Managers reporting on commissions & training received.
- Tenants now have the ability to attend the AGM if a tenant representative has been elected
- The ability for Owners Corporations to issue summary or detailed financial statements with the agenda.

For further information on the changes, please visit Fair Trading's website at: http://www.fairtrading.nsw.gov.au

We trust this information proves helpful and look forward to seeing you at the meeting.

Yours Sincerely,
STRATA TITLE MANAGEMENT
Stephen Neil
Strata Manager
sneil@stratatitle.com.au
Dated: 10 April 2024

IMPORTANT INFORMATION ABOUT VOTING AT THE ANNUAL GENERAL MEETING

In these notes:

a. Priority vote means a vote by:
   - An enrolled mortgagee having priority over any other mortgagee or enrolled covenant chargee; or
   - An enrolled covenant chargee having priority over any enrolled mortgagee; or
   - An enrolled covenant where there is no enrolled mortgagee.

b. A proxy means a person appointed as a proxy by an instrument in the prescribed form.

c. A person entitled to vote means (unless otherwise specified) a person entitled to vote on a motion requiring a unanimous resolution.

1. A vote at the meeting by the owner of a lot does not count if a priority vote in respect of the lot is cast in relation to the same matter.

2. An Owner of a lot, or a person with a priority vote in respect of a lot, may not vote at the meeting on a motion (other than a motion requiring a unanimous resolution) unless payment has been made before the meeting of all contributions levied on the owner, and any other amounts recoverable from the Owner, in relation to the lot that are owing at the date of this notice.

3. If you, as the addressee of this notice:
   a. are not a corporation, then voting and other rights conferred by the Strata Schemes Management Act 2015 may be exercised by you in person or by proxy; or
   b. are a corporation, then voting and other rights conferred by that Schedule may be exercised only by your company nominee in person, or by proxy appointed by the corporation.

4. Your right to vote as an owner, company nominee or person with a priority vote is also depends upon your name being recorded on the strata roll.

IMPORTANT INFORMATION ABOUT A QUORUM FOR THE ANNUAL GENERAL MEETING

1. A motion submitted at the Annual General Meeting must not be considered, and an election must not be held, unless there is a quorum present to consider and vote on the motion or on the election.

2. There is a quorum for considering and voting on such a motion or at such an election only if:
(a) at least one-quarter of the number of persons entitled to vote on the motion or at the election is present, either personally or by duly appointed proxy; or
(b) at least one-quarter of the aggregate unit entitlement of the strata scheme is represented by the persons who are present and entitled to vote on the motion or at the election, either personally or by duly appointed proxy.

3. However, if there is more than one owner in the strata scheme and the quorum calculated in accordance with clause 2 above is less than 2 persons, then the quorum is 2 persons entitled to vote on the motion or on the election.

4. If there is no quorum for business at a general meeting, the Chairperson, after waiting half an hour, will be able to declare that the persons present constitute a quorum. **IMPORTANT NOTE:** It is STM's policy to open the meeting after half an hour, rather than adjourn the meeting for at least 7 days to minimise additional meeting related expenses for the Owners Corporation.

5. If however, a quorum is not present within half an hour after the relevant motion or business arises for consideration at the meeting, then the Chairperson may adjourn the meeting for at least 7 days. A further notice will be given about the adjourned meeting.

6. If a quorum is not present within the next half-hour after the time fixed for the adjourned meeting, the persons present personally or by duly appointed proxy and entitled to vote constitute a quorum for considering that motion or business.

IMPORTANT INFORMATION ABOUT RESOLUTIONS AT THE ANNUAL GENERAL MEETING

For voting purposes:

1. An ordinary resolution is passed if the majority of the votes cast are in favour of the motion.
2. A special resolution is passed if not more than 25% of votes cast (based on the unit entitlement of the voter) are cast against the motion.
3. A unanimous resolution is passed if no vote is cast against the motion.

NOTICE OF ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION – 50785

NOTICE OF BUSINESS to be dealt with at the Annual General Meeting of the Owners - Strata Plan No 50785
To be held on **7, May, 2024**
Club Cronulla, 41 Croydon Street, Cronulla, NSW, 2230
Commencing at 07:00 PM

PRELIMINARIES

1. Recording of persons present personally or by proxy.
2. Recording of apologies.
3. Announcement of persons entitled to vote.
4. Determination of quorum.
5. Determination of Motions

Motion 1.	***Minutes***	***Ordinary Resolution***

THAT the minutes of the previous General Meeting held electronically on 7th of March 2024 be confirmed as a true and accurate account of the proceedings at that meeting.

Explanatory Notes:
This motion refers to accepting the minutes of the last general meeting, a copy of which is included in the meeting notice.

Motion 2.	Financials	Ordinary Resolution

THAT the statement of key financial information and the audited financial statements of accounts for the period 1st of March 2023 to 29th of February 2024 be adopted.

Explanatory Notes:
The Audited financial statements are attached for your review.
Note: Any questions relating to the budget or financial statements should be directed to our office PRIOR to the meeting.

Treasurer's Notes for 23/24 Actuals
Administration Fund 23/24

- *Closing Balance of $214,126*
- *Overall result was marginally better than budgeted, with a resultant surplus of $22,032 against a planned $81,690 deficit. This can primarily be attributed to expenses being ~$84k under budget.*

Capital Works Fund 23/24

- *Closing Balance of $1,185,244*
- *Overall result is a significant underspend ($250k) against budget ($903k), however the majority of any saving is slated for expenditure in the coming financial year. Major items that were deferred are:*
  - *Tower Lift Controller upgrade deferred due to rooftop water ingress issues). This will now be actioned this year.*
  - *Delayed commencement of rooftop water ingress remediation (contracts now signed and work has commenced)*
- *Primary expenditure was as follows:*
- *Actuals of ~$188k of water ingress remediation for A12, C26, C67, C69 and C71*
- *$16k for new outside spa pump*
- *~$31k for fire equipment replacement*

Treasurer's Notes for 24/25 Budget
Administration Fund 24/25

- *AF Levies have been unchanged for 7 years. Cost of living increases have meant we will be increasing the AF levy by the CPI rate of 4.1%. The proposed Levy will be $694,000.35 (excl GST). Going forward, is it expected that levies will be linked to CPI.*
- *Forecast Expenditure is $711,152 which is 7.5% increase from last year.*
- *This should result in a small deficit for this FY ($34,801), but an overall closing balance of ~ $179,324.*

Capital Works Fund 24/25

There is a large and extensive list of items scheduled for the year. These works include the following (incl GST):

- *Rooftop water ingress ~$1.8m*
- *Tower Lift Controller upgrades ~$200k*
- *Additional water remediation provision ~$45k*
- *Low-rise re-tiling $46k*
- *General Replacement of items (as per 15 year plan) $106k*
- *Unidentified works $50k*

As a result, the proposed CWF levy will increase by 15% to $602,100.87 (excl GST) and going forward it is expected the levies must be at least linked to CPI.
A Special Levy of $800,000 (incl GST) has been raised to assist in funding the works to remediate rooftop water ingress issue.
Total expenditure is forecast at $2,340,312, versus income of $1,279,163
To fund this shortfall, we will be realising ~$800,000 from our funds we have invested.
Closing balance is expected to be ~ $357,277 (excl GST).

Motion 3.	Auditor	Ordinary Resolution

THAT a recommended auditor be appointed for the financial year 1st of March 2024 to 28th of February 2025.

Explanatory Notes: Explanatory Notes: This motion is required to be considered by the Owners Corporation at each Annual General Meeting however it is not a legal requirement to appoint an auditor, unless your Strata Plan contains over 100 lots (excluding utility lots and car park lots) or has the total of other income, total annual levies and the total of funds held on deposit that is greater than $250,000.

Motion 4.	Term Deposits	Ordinary Resolution

THAT the duly elected Treasurer be authorised to provide standing instructions to the Strata Managing Agent concerning the investment of trust funds into higher interest bearing accounts.

Explanatory Notes:
This motion is to provide the Treasurer with the expressed authority of the Owners Corporation to provide the Strata Managing Agent instructions on investing trust funds in term deposit accounts or other approved investment accounts to achieve a higher level of interest on your trust funds

Motion 5.	Management of Levy Arrears	Ordinary Resolution

THAT the Owners – Strata Plan No 50785 RESOLVE pursuant to the Strata Schemes Management Act 2015 (including Section 103) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:

a. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans;

Important Note:
STM's debt recovery process is to send owners the original levy notice at six weeks prior to the due date. STM then sends a first reminder 34 calendar days after the due date, a second reminder 48 calendar days after the due date and a final reminder 64 calendar days after the due date. Our solicitors will be engaged 28 calendar days from the final reminder issue date. Charges for the reminder notices are included in the Agency Agreement. Interest is charged on all outstanding debts and retained by the Owners Corporation. This strict process is necessary to ensure that our scheme have suitable cash flows in order to maintain expenditure levels for services.

b. To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners – Strata Plan No 50785;
c. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
d. Enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
e. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
f. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

Explanatory Notes:
This is a standing motion to authorise Strata Title Management to take any and all necessary action to ensure the prompt payment of levies within your scheme.

Motion 6.	Payment Plans	Ordinary Resolution

THAT the Owners – Strata Plan 50785 RESOLVE to agree to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon and to delegate to the strata manager and/or the strata committee the ability to enter into, arrange and monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the strata committee or owners corporation by resolution.

Explanatory Notes:
Pursuant to Sections 85(5) – (85)(7)of the Strata Schemes Management Act 2015 and Regulation 18 and 19 of the Strata Scheme Management Regulations 2016 an owners corporation may agree to enter into payment plans generally or in particular cases for the payment of overdue contributions by a resolution passed at a general meeting. This resolution provides the power for the owners corporation to enter into such payment plans.

Motion 7.	Adopt 15 Year Capital Works Fund Forecast	Ordinary Resolution

THAT the Owners Corporation review and adopt the Capital Works Fund Forecast as completed by Solutions in Engineering effective from 26/10/2020 for the anticipated major capital expenditure of the strata scheme over a 15 year period in accordance with Section 80 of the Strata Schemes Management Act 2015 (NSW).

Explanatory Notes:
This motion is to resolve to adopt the recommendations of the Capital Works Fund Forecast to ensure sufficient funds are available in the future for major capital expenditure.

Motion 8.	Annual Budget and Contributions	Ordinary Resolution

1. **THAT** in accordance with Section 79 of the Strata Schemes Management Act 2015, that the proposed annual budget* for the financial period 1st of March 2024 to 28th of February 2025 be adopted.

2. **THAT** in accordance with Section 79 of the Strata Schemes Management Act 2015, the proposed contributions (levies) payable for the financial period 1st of March 2024 to 28th of February 2025 be as follows:-

ADMINISTRATIVE FUND: $763,400.38 GST Inclusive
CAPITAL WORKS FUND:** $662,310.96 GST Inclusive

And that the contributions be levied in four instalments in accordance with Section 79 of the Strata Schemes Management Act 2015 and payable by each Lot owner according to unit entitlement as shown in the table below.

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Entitlement
Already Issued	Current	1 Mar 2024	31 May 2024	1 Mar 2024	$186,694.48	$18.6694
Already Issued	Current	1 Jun 2024	31 Aug 2024	1 Jun 2024	$186,694.48	$18.6694
To be Issued	Current	1 Sep 2024	30 Nov 2024	1 Sep 2024	$195,005.71	$19.5006
To be Issued	Current	1 Dec 2024	28 Feb 2025	1 Dec 2024	$195,005.71	$19.5006
Total		1 Mar 2024	28 Feb 2025		**$763,400.38**	**$76.3400**

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Entitlement
To be Issued	Next	1 Mar 2025	31 May 2025	1 Mar 2025	$190,850.10	$19.0850
To be Issued	Next	1 Jun 2025	31 Aug 2025	1 Jun 2025	$190,850.10	$19.0850
Total		1 Mar 2025	31 Aug 2025		**$381,700.20**	**$38.1700**

Levy Status	Financial Period	Period From	Period To	Due	Capital Works Fund	Per Lot Entitlement
Already Issued	Current	1 Mar 2024	31 May 2024	1 Mar 2024	$143,980.72	$14.3981
Already Issued	Current	1 Jun 2024	31 Aug 2024	1 Jun 2024	$143,980.72	$14.3981
To be Issued	Current	1 Sep 2024	30 Nov 2024	1 Sep 2024	$187,174.76	$18.7175
To be Issued	Current	1 Dec 2024	28 Feb 2025	1 Dec 2024	$187,174.76	$18.7175

Total		1 Mar 2024	28 Feb 2025		**$662,310.96**	**$66.2311**

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Capital Works Fund	Per Lot Entitlement
To be Issued	Next	1 Mar 2025	31 May 2025	1 Mar 2025	$165,577.74	$16.5578
To be Issued	Next	1 Jun 2025	31 Aug 2025	1 Jun 2025	$165,577.74	$16.5578
Total		1 Mar 2025	31 Aug 2025		**$331,155.48**	**$33.1155**

Levy periods commencing: 1/3/24, 1/6/24, 1/9/24, 1/12/24

3. **THAT** in the event that the Owners Corporation is unable to hold the next Annual General Meeting by 15/2/25, the Owners Corporation estimates and approves that the yearly and quarterly expenses of the scheme will be the same as those contained in the current budget and accordingly resolves to raise a levy for the quarter 1/3/25 to 31/5/25 quarter and 1/6/25 to 31/8/25 as per the table above.

Explanatory Notes:
The proposed budget is attached for your review. To raise any questions in relation to the budget, please make contact with our team giving a minimum 24 hours' notice prior to the commencement of the meeting. If you wish to propose an amendment to the budget please ensure that you attend the meeting and ABSTAIN from voting on this motion by pre-electronic vote.
The Administration Fund budget is required to cover the day to day running of the strata scheme.
The budget that we have proposed for the coming year has taken increased costs into consideration for the coming year, particularly relating to electricity consumption and building insurance.
The Capital Works fund budget is set in accordance with the recommendations of the attached Capital Works fund forecast obtained to enable your capital works fund balance to match the recommended balance

Motion 9.	***Levy Discount***	***Ordinary Resolution***

THAT the Owners – Strata Plan 50785 RESOLVES in accordance with section 85(4) of the Strata Schemes Management Act 2015 (NSW), that the owners may pay 10% less of a contribution for the administration and capital works fund levied under motion 9 if the person pays the contribution before the due date on which it becomes due and payable after allowing suitable time for Strata Management to process such payment.

Explanatory Notes:
This resolution is to apply a 10% discount to the administration and capital works fund levies if an Owner/Managing Agent pays the contribution NOT BEFORE the date on which it becomes due and payable, but if it is RECEIVED by Strata Management before the date on which it becomes due and payable.

Motion 10.	***Removing Limitation***	***Ordinary Resolution***

THAT in accordance with Section 102 of the Strata Schemes Management Act 2015, the Owners Corporation resolves to remove the limitation relating to expenditure in excess of 10% above the budget on any one item or matter.

Explanatory Notes:
In accordance with Section 102 of the Strata Schemes Management Act 2015, the Owners Corporation of a large scheme must not exceed the budgeted amount on any item by 10%, unless such limitation is removed by this motion. Such limitation has never been applied in the past.

Motion 11.	15 Year Capital Works Fund Forecast	Ordinary Resolution

THAT the Owners Corporation resolve to do the following:

a. Engage a suitably qualified consultant to review, carry out and/or assess the capital upgrade and maintenance requirements of the building for the next ten (15) years or an updated report each five (5) years, and provide the Capital Works Fund Analysis report; and
b. To submit that report to the Strata Committee to determine what action is required, if any; and
c. To delegate to the strata manager the function pursuant to the Agency Agreement additional duties schedule to undertake the seeking of quotations and engaging the contractor to prepare the report and any ancillary work approved by the Strata Committee.

Explanatory Notes:
The owners corporation must prepare a plan of anticipated major expenditure to be met from the capital works fund over the 10-year period commencing on the date of the first annual general meeting. The capital works fund plan must be reviewed at least once every 5 years.

The preparation of this plan is a significant exercise and the legislation allows the owners corporation to engage expert assistance in its preparation. The meeting must discuss the preparation or review of this plan. A copy of the current plan is available from the strata manager and a copy will be available at the meeting.

Motion 12.	Strata Hub	Ordinary Resolution

THAT the Owners – Strata Plan 50785 Resolve to do the following:

1. Delegate the strata manager the function to upload all information/documents required to comply with the Strata Schemes Management Regulations 2021 (regulation 43A) relating to the Office of Fair Trading 'Strata Hub' and
2. Provide the contact details of those Committee Members appointed to Office Bearers positions for the ensuing year.

Explanatory Notes:
From 30 June 2022 an Owners Corporation will be required to place a range of information (and documents) on the Office of Fair Trading "Strata Hub" which is designed to capture information relating to a strata scheme (some of which is for public distribution). The following motion is for the strata managing agent to be delegated the authority to undertake such work (uploading the information/documents and keeping records current) including the contact details of those appointed Office Bearers for the ensuing year.

Motion 13.	Election of Strata Committee	Ordinary Resolution

THAT in accordance with Regulation 9 of the Strata Schemes Management Regulation 2016, the election of the Strata Committee takes place and that:

a. The Chairperson announce the names of the candidates already nominated in writing for election to the Strata Committee; and
b. The Chairperson call for any oral nominations of candidates eligible for elections to the Strata Committee;
c. The Chairperson declare that nominations are closed;
d. That the number of members to the Strata Committee be set.

Explanatory Notes:
The election of the Strata Committee cannot be decided by pre-electronic voting. You must attend the meeting in person/electronically or by duly appointed proxy.

Should you wish to nominate yourself or another person to the Strata Committee this can be done verbally at the meeting or by notifying your Strata Manager in writing prior to the meeting.

If you are pre-voting only and are not going to attend the meeting, please ABSTAIN from voting.

The election of the Strata Committee process is clearly set out in Regulation 9 of the Strata Schemes Management Regulation 2016. If the number of candidates:

- *is the same as, or fewer than, the number of members of the Strata Committee decided, on-those candidates are to be declared by the chairperson to be, and are taken to have been, elected as the Strata committee, or*
- *is greater than the number so decided on, a ballot is to be held.*

The Strata Schemes Management Act 2015 (NSW) states that the Owners Corporation must have a Strata Committee and your Strata Committee must be comprised of no more than 9 members, unless you are a large scheme in which case you must have between 3 and 9 members.

Motion 14.	Restricted Matters	Ordinary Resolution

THAT no additional restrictions be placed on Strata Committee other than those currently imposed by Section 36 (3b) of the Act.

Explanatory Notes:
Explanatory Note: This motion is a statutory motion. An owners corporation must consider at each Annual General Meeting whether the Strata Committee should be restricted from making particular decisions other than those already restricted by law (such as determining levies and passing by-laws). If a restriction is imposed, then the particular decisions must be made by the owner's corporation at a general meeting. No Restrictions have been imposed in the past.

Motion 15.	Confirmation of Insurance	Ordinary Resolution

THAT the Owners Corporation's insurance policies currently in place be confirmed.

Explanatory Notes:
In accordance with Section 160-164 of the Strata Schemes Management Act 2015, the Owners Corporation is required to take out insurances for all the required insurance policies, through an approved insurer.Insurances are already in place as detailed in the enclosed schedule of insurances and these need to be confirmed. There are a number of exclusions in the insurance policies including for example, flood cover. You may wish to check these exclusions for yourself at your insurers website.

Motion 16.	Renewal of Insurance Policy	Ordinary Resolution

THAT the Strata Managing Agent be instructed to renew next years insurance policy through a recommended insurance broker, subject to recommendations for renewal being presented to the Strata Committee in accordance with the legislation.

Explanatory Notes:
This motion is to decide to engage the services of an insurance broker to go out to the market and obtain at least 3 insurance quotations prior to renewal. Once received, the quotations will be referred to the Strata Committee to resolve a decision on which insurer to renew with. In accordance with Section 166 of the Strata Schemes Management Act 2015, if at least 3 quotations are not able to be obtained, a written explanation will be provided to the Strata Committee. We currently use Body Corporate Brokers (BCB) whose Financial Services Guide is attached to this Notice.

Motion 17.	Valuation for Insurance Purposes	Ordinary Resolution

THAT an updated valuation for insurance purposes be obtained prior to the expiration of the current policy period and that the Strata Managing Agent be authorised to alter the sum insured in line with the valuation figure.
Note: Last Valuation obtained: 27th of October 2022

Explanatory Notes: This motion is to decide to engage the services of a registered valuer to provide a valuation of the property for replacement and restitution purposes. Industry experts recommend that a valuation be obtained at least every year to ensure your building is adequately covered as per the requirements of the Strata Schemes Management Act 2015.

Motion 18.	Additional Insurances	Ordinary Resolution

THAT an insurance policy continues to be executed for office bearer's liability and/or misappropriation of money or property of the Owners Corporation.

Explanatory Notes:
In accordance with Section 165 (2) of the Strata Schemes Management Act 2015, the Owners Corporation must consider taking out additional insurances referred to Office Bearer's Liability Insurance and Fidelity Guarantee/Crime Insurance to cover instances such as: (a) Damage to property, death or bodily injury for which a person holding the office of Chairperson, Secretary or Treasurer of the Owners Corporation or of a member of the Strata Committee of the Owners Corporation could become liable in damages because of an act or omission, committed or omitted in good faith, in performing the functions of that office, (b) Misappropriation of money or other property of the owners corporation.

Motion 19.	Commissions and Training Services	Ordinary Resolution

THAT the report (below) be received from the Strata Managing Agent on commissions and training services received in the past 12 months and estimate of commissions and training services to be received in the next 12 months.

Commissions Report: $9,300.01 in insurance commissions has been received by the managing agent in accordance with the strata management agency agreement during the past 12 months. STM are of the view that the estimated insurance commission to be received in the next 12 months will increase or decrease, in line with premium fluctuations. The current strata insurance underwriting market remains highly competitive however, an increase in insurance premiums and therefore, resultant commission change, may be likely.

Training Report: The equivalent of $0.15 per lot in training services in the past 12 months, and an amount of $0.15 in training services is expected to be received in the next 12 months.

Explanatory Notes:
The strata managing agent under Section 60 of the Strata Schemes Management Act 2015 is required to disclose all commissions or training services provided to the strata managing agent for the strata scheme. As at the date of the notice of this meeting the strata managing agent has received the amounts stipulated in the report provided. Under the Strata Management agreement, any insurance commissions in excess of $10,000.00 will be returned to the Owners Corporation.

Motion 20.	Work, Health and Safety Report	Ordinary Resolution

THAT the Owners Corporation engage a suitably qualified consultant to carry out a Compliance Report of the common property in accordance with the Work Health and Safety Act 2011.

Last Report Undertaken: 26/10/20

Explanatory Notes:
The Work Health and Safety Act 2011 has dramatically affected the manner in which an Owners Corporation or an owner must consider their duties under the law, especially in regard to the health and safety of any workers engaged on their common property. The Act places duties upon a 'person conducting a business or undertaking' (PCBU) which are owed to a 'worker'. Per the definition of a PCBU in the Act, a PCBU could be an Owners Corporation; the occupier of the lot; a caretaking service contractor or letting agent or a Strata Manager.

Likewise, a worker under the Act could be an employee; a contractor or subcontractor; an employee of the contractor or subcontractor or any person who receives direction from a PCBU while on the property (for example, a volunteer or work experience student).

As persons conducting a business or undertaking, you have obligations to ensure the risk of injury or illness is minimised for persons coming into or leaving the property, visitors and workers alike. Due to the broad implications of the Work Health and Safety Act 2011, it is vital that an Owners Corporation or an owner undertakes measures to ensure their property or properties comply with the new requirements. Failure to comply with your obligations could mean a fine of up to $600,000 and/or 5 years imprisonment for individuals or a fine up to $3,000,000 for an Owners Corporation.

Due to the nature of the risks that may be encountered by workers engaged on the common property in a strata environment, it is reasonable that the regularity in which risk management plans should be reviewed may be stretched up to a year in order that an Owners Corporation is shown to meet its obligations.

Motion 21.	Annual Fire Safety Statement	Ordinary Resolution

THAT the Owners Corporation resolves:

a. the current Annual Fire Safety Statement be considered and to confirm the appointment of a Competent Fire Safety Practitioner required for the completion and submission of the next Annual Fire Safety Statement;
b. the Owners Corporation delegates authority to the Strata Managing Agent to sign and affix the common seal of an Owners Corporation on the Annual Fire Safety Statement for the purpose of lodgement to council and NSW Fire and Rescue; and be authorised to complete any necessary repairs on behalf of the Owners Corporation in order to satisfy the requirements of council in accordance with the Environmental Planning and Assessment Regulation 2000.

Explanatory Notes:
In accordance with Schedule 1, Part 2, Clause 6 (c) of the Strata Schemes Management Act 2015, the Owners Corporation must now consider, at each Annual General Meeting, the annual fire safety statement (if one is required for the building) under the Environmental Planning and Assessment Act 1979 and arrangements for obtaining the next annual fire safety statement.

Motion 22.	Appointment of Managing Agent - Strata Title Management	Ordinary Resolution

THAT in accordance with Section 49 of the Strata Schemes Management Act 2015 ("Act") that:
(a) Strata Title Management Group Pty Ltd trading as Strata Title Management ("Agent") be appointed as strata managing agent of Strata Scheme No 50785;
(b) The Owners Corporation delegate to the Agent all of its functions (other than those listed in section 52 (2) of the Act) and all of the functions of its Chairperson, Secretary, Treasurer and Strata Committee;
(c) The Owners Corporation execute the written agreement, ("Agreement") circulated with this agenda, to give effect to this appointment and delegation and that the Secretary and one other Strata Committee Member be authorised to sign the agreement on behalf of the Owners Corporation under common seal in accordance with Section 273 of the Strata Schemes Management Act 2015;
(d) The delegation is subject to the conditions and limitations set out in the Agreement; and
(e) That upon execution on the Agreement, the Owners Corporation and the Agent mutually agrees that this Agreement supersedes and cancels all previous delegations and Agency Agreements between the Owners Corporation and the Agent.

Explanatory Notes: Due to the major strata law reforms (effective from 30 November 2016) which impose new legislative requirements and additional obligations on all Owners Corporations in NSW, Strata Community Australia (SCA), our leading industry body in NSW, has released a new version of their recommended Strata Management Agency Agreement. Furthermore, under the transitional provisions contained within the new Act, agency agreements that have not been renewed for a term extending beyond 31/05/2017 will automatically expire. In order to address this anomaly and the provisions of the new Act, it is proposed that your Owners Corporation enter into a new agency agreement with our office to enable seamless continuation of our management services to your Owners Corporation. The terms and conditions of the new agreement are largely the same as those currently in place – Refer to copy of agreement attached.

Motion 23.	Building Defects	Ordinary Resolution

THAT the Owners Corporation considers any building defects at the strata scheme currently under a statutory warranty period under the Home Building Act 1989 and the proposed rectification of those defects.

Explanatory Notes:
Until the end of warranty periods for applicable statutory warranties under the Home Building Act 1989 for buildings of the strata scheme, the Owners Corporation must now consider an item in relation to building defects and rectification.

Motion 24.	Special By-Law 144 - Short Term Rental Accommodation (STRA)	Special Resolution

THAT the Owners Corporation SPECIALLY RESOLVES pursuant to Section 141 of the Strata Schemes Management Act 2015 THAT Special By-Law 144 – Short Term Rental Accommodation (STRA) attached to the notice of this meeting and detailing the conditions under which we will permit units to be used for that purpose, be approved and that notification of the By-law be lodged for registration at the Registrar General's Office.

Explanatory Notes: Special By-law 101 — Use and Occupation of Lots prohibited Short Term Rental Accommodation (STRA) in Côte d'Azur. Similar to the change forcing us to allow pets, another recent NSW legislation change now prevents Owners Corporations from banning STRA outright. We are, however, permitted to specify the conditions under which we will allow units to be used for that purpose. It is expected that this new By-law will help control likely negative aspects of such use, including the possible constant stream of unknown persons coming and going with little regard to our social amenity and peaceful enjoyment of the facilities we pay for. If Special By-law 144 is Specially Resolved with not more than 25% of owners voting against, Special By-law 101 requires the outlawed clause to be removed under similar circumstances. Accordingly, the Strata Committee recommends this double motion be passed.

Motion 25.	Amendment of Special By-law 101 — Use and Occupation of Lots	Special Resolution

Subject to the above motion 24 passing, the Owners Corporation SPECIALLY RESOLVES pursuant to Section 141 of the Strata Schemes Management Act 2015 THAT Clause 101.4 Short Term Accommodation prohibiting Short Term Rental Accommodation be deleted from Special By-law 101 — Use and Occupation of Lots, the remaining clauses of that By-law renumbered, and that notification of the amended By-law be lodged for registration at the Registrar General's Office.

Explanatory Notes: Special By-law 101 — Use and Occupation of Lots prohibited Short Term Rental Accommodation (STRA) in Côte d'Azur. Similar to the change forcing us to allow pets, another recent NSW legislation change now prevents Owners Corporations from banning STRA outright. We are, however, permitted to specify the conditions under which we will allow units to be used for that purpose. It is expected that this new By-law will help control likely negative aspects of such use, including the possible constant stream of unknown persons coming and going with little regard to our social amenity and peaceful enjoyment of the facilities we pay for. If Special By-law 144 is Specially Resolved with not more than 25% of owners voting against, Special By-law 101 requires the outlawed clause to be removed under similar circumstances. Accordingly, the Strata Committee recommends this double motion be passed.

Motion 26.	Amendment of Special By-Law 143 - Lot 19 Major Renovation	Special Resolution

THAT the Owners Corporation SPECIALLY RESOLVES pursuant to Section 141 of the Strata Schemes Management Act 2015 THAT recently-approved Special By-Law 143 – Lot 19 (Unit A11) Major Work be replaced with the wording attached to the notice of this meeting, permitting the additional specified renovation work to be undertaken in Lot 19 and that notification of the replacement By-law be lodged for registration at the Registrar General's Office.

Explanatory Notes:
Special By-law 143 was resolved by Special Resolution at the electronic General Meeting on 07/03/2014. The owner of A11 has now requested to renovate their unit. Accordingly, rather than make another By-law, Special By-Law 143 has been amended to include these additional works. This motion will require passing by Special Resolution: No more than 25% of owners may vote against for this motion to be carried. The Strata Committee recommends this resolution be passed.

Motion 27.	EGM Meeting - Financial Matters	Ordinary Resolution

THAT any EGM whereby the additional financial impact is greater than $500,000 GSTI for such meeting(s) to be conducted face-to-face with all owners invited, and not handled electronically/online.

Explanatory Notes:
Raised By Lot 83 Owner - D Gourley
a Feb '24 electronic/online EGM called for an additional CWF project of $1,702,786 total along with an associated funding motion of only $800,000, leaving a massive unexplained shortfall of $902,786 ! Such motions should have been allowed to be openly discussed by the Owners, and such actions should never happen again !

_____

Stephen Neil
STRATA TITLE MANAGEMENT

Dated: 10 April 2024

STM | Building Smarter Communities

STRATA TITLE MANAGEMENT

MINUTES OF
EXTRAORDINARY GENERAL MEETING

THE OWNERS – STRATA PLAN 50785
AT 1 MCDONALD STREET, CRONULLA, NSW, 2230

Date: 7 March 2024

Time: 10:00 AM

Venue: Online only

Prepared by: Stephen Neil
Phone: (02)95404199 Fax:
Postal Address: PO Box 56, Sutherland, 1499
Email: reception@stratatitle.com.au

STM Building Smarter Communities
STRATA TITLE MANAGEMENT

SYDNEY CENTRAL
SYDNEY NORTH
SYDNEY SOUTH
WOLLONGONG
BALLINA
TWEED HEADS

ABN 43 119 665 762
PO Box 56
Sutherland NSW 1499
t. +61 2 9266 2600
www.stratatitle.com.au

MINUTES OF EXTRAORDINARY GENERAL MEETING OF THE OWNERS CORPORATION – 50785

MINUTES OF BUSINESS dealt with at the Extraordinary General Meeting of the Owners - Strata Plan No 50785
Held on 7 March 2024
At
Online only
Commenced at 10:00 AM

PRESENT BY, ELECTRONIC VOTING: S Travato & N Travato (Lot 4), G Rennie & S Rennie (Lot 7), K Farrell & M Peoples (Lot 9), G King & D Francis (Lot 17), D De Souza (Lot 18), I Brand & C Brand (Lot 19), G Fitzgerald & E Fitzgerald (Lot 22), R Waterford (Lot 24), D Gittus & D Gittus, (Lot 29), D Oliver (Lot 30), C Opperman & L Opperman (Lot31), S Jarvis & K Jarvis (Lot 34), D & K Young (Lot 35), J Phillpott & C Routsios (Lot 36), G Garvan (Lot 37), B Szumara & Z Sator (Lot 38), J Margetts & L Margetts (Lot 41), Y Van Ryn (Lot 42), J Jordan (Lot 43), J Harper (46), I Celarc & L Celarc (Lot 49), J Riordan & K Riordan (50), B Salisbury (Lot 52), C Beebe (Lot 54), K O'Shea (Lot 56), G Schuberg & P Schuberg (Lot 58), R Thompson & C Thompson (Lot 59), F Seddon (Lot 60), M Callachor (Lot 63), R Gower (Lot 64), S Curruthers (Lot 79), R Gower (Lot 80), B Gale & J Gale (Lot 82), D Gourley & L Gourley (Lot 83), J Farlow (Lot 91), P Scullion & J Scullion (Lot 93), C & J Pithers (Lot 94), E Macdonald (Lot 97), C Adams (Lot 102), E Korbel (Lot 104)

IN ATTENDANCE: Stephen Neil (Strata Title Management)

CHAIRPERSON: *Stephen Neil (Strata Title Management) by invitation.*

THERE BEING A QUORUM PRESENT THE CHAIRMAN DECLARED THE MEETING OPEN AT 10:00 AM.

Motion 1.	***Minutes***	***Ordinary Resolution***
RESOLVED that the minutes of the previous General Meeting be confirmed as a true and accurate account of the proceedings at that meeting.		

Motion 2.	*Special By-Law 142 - Lot 17 (Unit A9) Major Work*	*Special Resolution*

THAT the Owners Corporation **SPECIALLY RESOLVES** pursuant to section 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law 142 – Lot 17 (Unit A9) Major Work, permitting the specified work to be undertaken in Residential Lot 17 on the terms attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar General's Office.

TOTAL UE VOTES FOR: 3761
TOTAL UE VOTES AGAINST: 0
TOTAL UE VOTES ABSTAIN: 68
TOTAL VOTES COUNTED: 3829
MOTION CARRIED BY SPECIAL RESOLUTION

Motion 3.	*Special By-Law 143 - Lot 19 (Unit A11) Major Work*	*Special Resolution*

THAT the Owners Corporation **SPECIALLY RESOLVES** pursuant to section 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law 143 – Lot 19 (Unit A11) Major Work, permitting the specified work to be undertaken in Residential Lot 19 on the terms attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar General's Office.

TOTAL UE VOTES FOR: 3761
TOTAL UE VOTES AGAINST: 0
TOTAL UE VOTES ABSTAIN: 68
TOTAL VOTES COUNTED: 3829
MOTION CARRIED BY SPECIAL RESOLUTION

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 10:45 AM



Stephen Neil
STRATA TITLE MANAGEMENT
Dated: 7 March 2024

Special By-law 142 — Lot 17 (Unit A9) Major Work

142.1 Introduction

This By-law gives the Owner of Lot 17 ("You") special privileges to carry out and retain Major Work on your Lot and CP, as well as exclusive use and enjoyment of CP occupied by your works under certain conditions.

142.2 Major Work specified

a) The Major Work on your Lot and CP covered by this By-law is the installation of a Daikin 10kW ducted air conditioning system, including pipework and electricals running from the outdoor unit mounted at floor level on the balcony to the indoor unit in the CP ceiling space, with conditioned air ducted to five outlets throughout the apartment.

b) The Major Work on your Lot and CP must be carried out in accordance with the following specifications which are attached and form part of this By-law:

   i) All General Air Conditioning Pty Ltd proposal.

   ii) Floor plan showing location of outdoor compressor, indoor unit, and outlets.

142.3 Authorisation, Right of Exclusive Use and Responsibility

a) We permit you to undertake the Major Work as per your application dated 1 December 2023, and give you a special privilege to keep and maintain it on the conditions set out in By-law 115 and this By-law.

b) You have a right of exclusive use and enjoyment of so much of the Major Work that comprises part of CP on the terms and conditions set out in this By-law.

c) We retain the right of access and use of any part of CP affected by your Major Work for the purpose of fulfilling any obligation which we may have under Strata Legislation or any other law.

d) You are responsible at all times for properly maintaining and keeping in a state of good and serviceable repair your Major Work and, when necessary, renewing or replacing any part of your Major Work.

142.4 Terms & Conditions

a) Before commencing Major Work, you must:

   i) provide us a copy of all tradespersons' licences and public liability insurances;

   ii) pay our costs incurred in connection with the preparation, reviewing, passing and registration of this By-law.

b) You must complete your Major Work within the expected time frame and in accordance with your application, plans and specifications.

c) Your Major Work must be carried out in a competent and proper manner by licensed tradespersons.

d) You must comply with all applicable statutes, By-laws, regulations, rules and other laws for the time being in force.

e) You must minimize disturbance to the peaceful enjoyment of others during your Major Work.

f) You must pay all costs associated with your Major Work and properly maintain them.

g) You must give our nominated representatives access to inspect your Major Work within 48 hours of any request.

h) You must rectify any part of your Major Work that does not comply with the NCC or any applicable Australian Standard at your own cost.

i) You must notify us in writing as soon as your Major Work has been completed.

j) You must restore any damage to other parts of CP or any other Lot caused by your Major Work at your own expense, no matter when such damage may become evident.

k) You indemnify and keep us indemnified against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against us arising out of your Major Work, the altered state, condition or use of CP arising from your Major Work, or any breach of this By-law.

142.5 Breach of this By-law

a) If you breach any condition of this By-law and fail to rectify that breach within 30 days of written notice from us, then we may:

   i) Rectify any such breach;

   ii) Enter any part of CP or your Lot, by our agents, employees or contractors in accordance with the Act for the purpose of rectifying any such breach; and

   iii) Recover as a debt due from you the costs of the rectification together with the our expenses incurred in recovering those costs including legal costs on an indemnity basis.

b) Nothing in this clause restricts the rights of or the remedies available to us as a consequence of a breach of this By-law.

ALL GENERAL AIR CONDITIONING PTY LTD
A.B.N 69 144 962 541 www.allgeneralair.com.au

7th October, 2023

Deb Francis
A9/1 Mcdonald Street
Cronulla 2230
majol2@gmail.com

Supply and Installation of Air Conditioning Equipment (Daikin)

Thank you for the opportunity to quote on the supply and Installation of new airconditioning equipment in your home.

Following on from a recent site inspection, I have prepared a quote with the style of air conditioner that I believe will best suit your needs.

Ducted Air Conditioning Daikin 10kW (Model No. FDYAN100A-CV)

This style of unit will have the one outdoor unit with 5 ceiling mounted air outlets throughout the apartment (1 outlet in each bedroom, 2 outlets in Living/dining)

I suggest having each of the bedrooms on their own zone (3 zones total) this will allow you to not condition rooms that are not being used. We will strategically install the equipment so as to allow the best possible access for future serviceability.

There will be some building/plaster/painting work required as we will need to remove some sections of gyprock to get access into the ceiling. I have not allowed for any building works in this quote.

A wall controller will be installed which will allow easy temperature control.
Our price to carry out the installation of the ducted system as described with the 3 zones as described is **$9980.00 inc GST**.

Note 1: The new outdoor unit is 990 wide x 940 high and will need to be installed on brackets in the same fashion as the existing air conditioning unit.
Note 2: In the price quoted, an allowance has been made for the outdoor unit to have a special protective coating applied. Being in close proximity to the beach, the salt air will destroy the outdoor unit in a matter of years. As such, we always apply a specialised protective coating to the outdoor unit's coil which is designed to protect against corrosion.
Note 3: There will be an amount of building work required to accommodate the air conditioning system and its installation. No allowance has been made in this quote for the builder's work required (painting and patching gyprock)

Warranty
The Daikin units come with a 5- year parts and labour warranty. We also provide a 5 year warranty on our installation.

All General are Daikin preferred installers. Unlike other companies that only install air conditioning, if a problem were ever to arise with your machine, we are authorized by the manufacturer to carry out repairs.

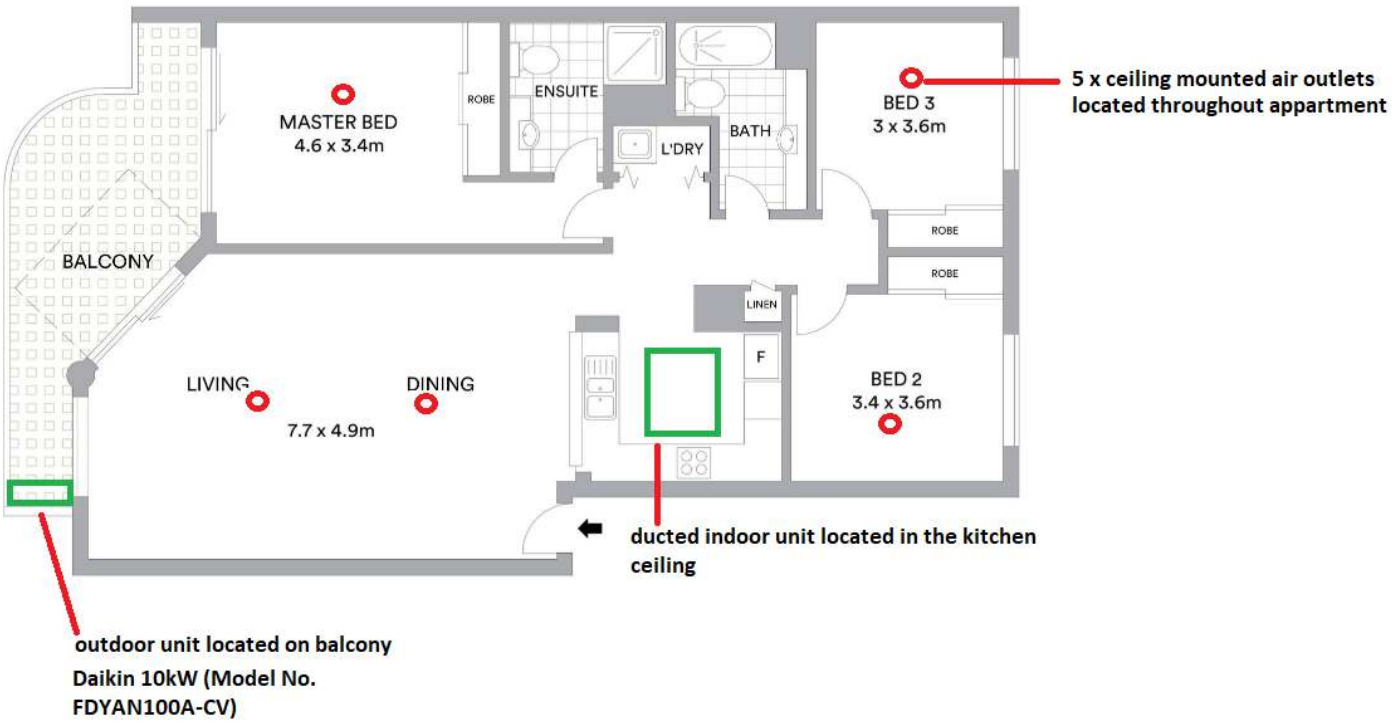
If you have any queries, please do not hesitate to contact me on 87888600 or, 0425282408.

Yours faithfully,

Matthew Hobbs

All General Air Conditioning

2/11 Hallstrom place Wetherill Park 2164 - PO Box 6098 Wetherill Park 2164 - Ph (02) 87888600 Fax (02) 9725 5294


MASTER BED
4.6 x 3.4m
ROBE
ENSUITE
L'DRY
BATH
BED 3
3 x 3.6m
5 x ceiling mounted air outlets
located throughout appartment
ROBE
ROBE
BALCONY
LINEN
F
LIVING
7.7 x 4.9m
DINING
BED 2
3.4 x 3.6m
ducted indoor unit located in the kitchen
ceiling
outdoor unit located on balcony
Daikin 10kW (Model No.
FDYAN100A-CV)

Special By-law 143 — Lot 19 (Unit A11) Major Work

143.1 Introduction

This By-law gives the Owner of Lot 19 ("You") special privileges to carry out and retain Major Work on your Lot and CP, as well as exclusive use and enjoyment of CP occupied by your works under certain conditions.

143.2 Major Work specified

a) The Major Work on your Lot and CP covered by this By-law is the installation of a Daikin 10kW ducted air conditioning system, including pipework and electricals running from the outdoor unit mounted at floor level on the balcony to the indoor unit in the CP ceiling space, with conditioned air ducted to six outlets throughout the apartment.
b) The Major Work on your Lot and CP must be carried out in accordance with the following specifications which are attached and form part of this By-law:
    i) DPK Refrigeration + Air Conditioning Pty Ltd proposal.
    ii) Floor plan showing location of outdoor compressor, indoor unit, and outlets.

143.3 Authorisation, Right of Exclusive Use and Responsibility

a) We permit you to undertake the Major Work as per your application dated 14 January 2024, and give you a special privilege to keep and maintain it on the conditions set out in By-law 115 and this By-law.
b) You have a right of exclusive use and enjoyment of so much of the Major Work that comprises part of CP on the terms and conditions set out in this By-law.
c) We retain the right of access and use of any part of CP affected by your Major Work for the purpose of fulfilling any obligation which we may have under Strata Legislation or any other law.
d) You are responsible at all times for properly maintaining and keeping in a state of good and serviceable repair your Major Work and, when necessary, renewing or replacing any part of your Major Work.

143.4 Terms & Conditions

a) Before commencing Major Work, you must:
    i) provide us a copy of all tradespersons' licences and public liability insurances;
    ii) pay our costs incurred in connection with the preparation, reviewing, passing and registration of this By-law.
b) You must complete your Major Work within the expected time frame and in accordance with your application, plans and specifications.
c) Your Major Work must be carried out in a competent and proper manner by licensed tradespersons.
d) You must comply with all applicable statutes, By-laws, regulations, rules and other laws for the time being in force.
e) You must minimize disturbance to the peaceful enjoyment of others during your Major Work.
f) You must pay all costs associated with your Major Work and properly maintain them.
g) You must give our nominated representatives access to inspect your Major Work within 48 hours of any request.
h) You must rectify any part of your Major Work that does not comply with the NCC or any applicable Australian Standard at your own cost.
i) You must notify us in writing as soon as your Major Work has been completed.
j) You must restore any damage to other parts of CP or any other Lot caused by your Major Work at your own expense, no matter when such damage may become evident.
k) You indemnify and keep us indemnified against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against us arising out of your Major Work, the altered state, condition or use of CP arising from your Major Work, or any breach of this By-law.

143.5 Breach of this By-law

a) If you breach any condition of this By-law and fail to rectify that breach within 30 days of written notice from us, then we may:
    i) Rectify any such breach;
    ii) Enter any part of CP or your Lot, by our agents, employees or contractors in accordance with the Act for the purpose of rectifying any such breach; and
    iii) Recover as a debt due from you the costs of the rectification together with the our expenses incurred in recovering those costs including legal costs on an indemnity basis.
b) Nothing in this clause restricts the rights of or the remedies available to us as a consequence of a breach of this By-law.

QUOTE #4423

14-1-2024

Prepared for:
Ian Brand
ian.brand1@icloud.com
1 McDonald Street
Cronulla NSW 2230

Hi Ian,

Thank you for choosing DPK Refrigeration + Air Conditioning to provide a quote for your air conditioning works.

We are pleased to provide you with the below quote, in an effort to best meet the needs you have expressed to us. In our unit choices, we have considered energy efficiency, quality of units, warranty periods, site-specific requirements, and most importantly, the lifestyle of you and your family.

SUMMARY OF WORKS: The below proposal is to install one only, *10.0kW single phase, reverse cycle ducted air conditioning unit* to provide both heating and cooling.

If you require any additional information or would like to change elements of this quote, please do not hesitate to contact us in the office on 9524 3824.

The quoted prices are valid for 30 days from the date of this quotation. Please note that after time, prices are subject to change.

Thank you again for the opportunity to quote and I look forward to hearing from you soon.

Kind regards,

DPKennedy

Created by:
Dane Kennedy
DPK Refrigeration + Air Conditioning Pty Ltd
E: dane@dpkacr.com.au
P: 9524 3824 | M: 0403 774 471

☑ **DUCTED OPTION** Daikin 10.0kW Single Phase FDYAN100AV1/RZA100CV1 Reverse Cycle Ducted Dimensions Indoor - 300(H)x1210(L)x900(D)mm Outdoor - 990(H)x940(W)x320(D)mm	$10,295.00	1	$10,295.00

SCOPE OF WORKS - DUCTED

Job Specifics included:

- Ceiling to be cut out to install ducted indoor unit in location. Exact location to be inspected and confirmed prior to install
- Outdoor unit to be located on balcony as per markup
- 2 x 250mm Square MDO Diffuser to be installed within living room
- 1 x 250mm Square MDO Diffuser to be installed within kitchen
- 1 x 250mm Square MDO Diffuser to be installed within Master
- 1 x 250mm Square MDO Diffuser to be installed within Bed 2
- 1 x 250mm Square MDO Diffuser to be installed within Bed 3
- 3 x Zones to be installed within ductwork (listed Below)
- 1 x Return air grill to be installed as per markup
- 1 x Wall controller with integrated 24v zone pad to be installed
- 1 x Set refrigerant piping to be ran from indoor unit to outdoor unit. External piping to be covered in colorbond
- 1 x Condensate drain to be ran from indoor unit to laundry sink.Drain to be exposed in laundry
- 1 x Designated power circuit to be ran from main board to outdoor unit

Zones	Location
Zone 1	Living/Kitchen
Zone 2	Master
Zone 3	Bed 2/Bed 3

GENERAL INCLUSIONS

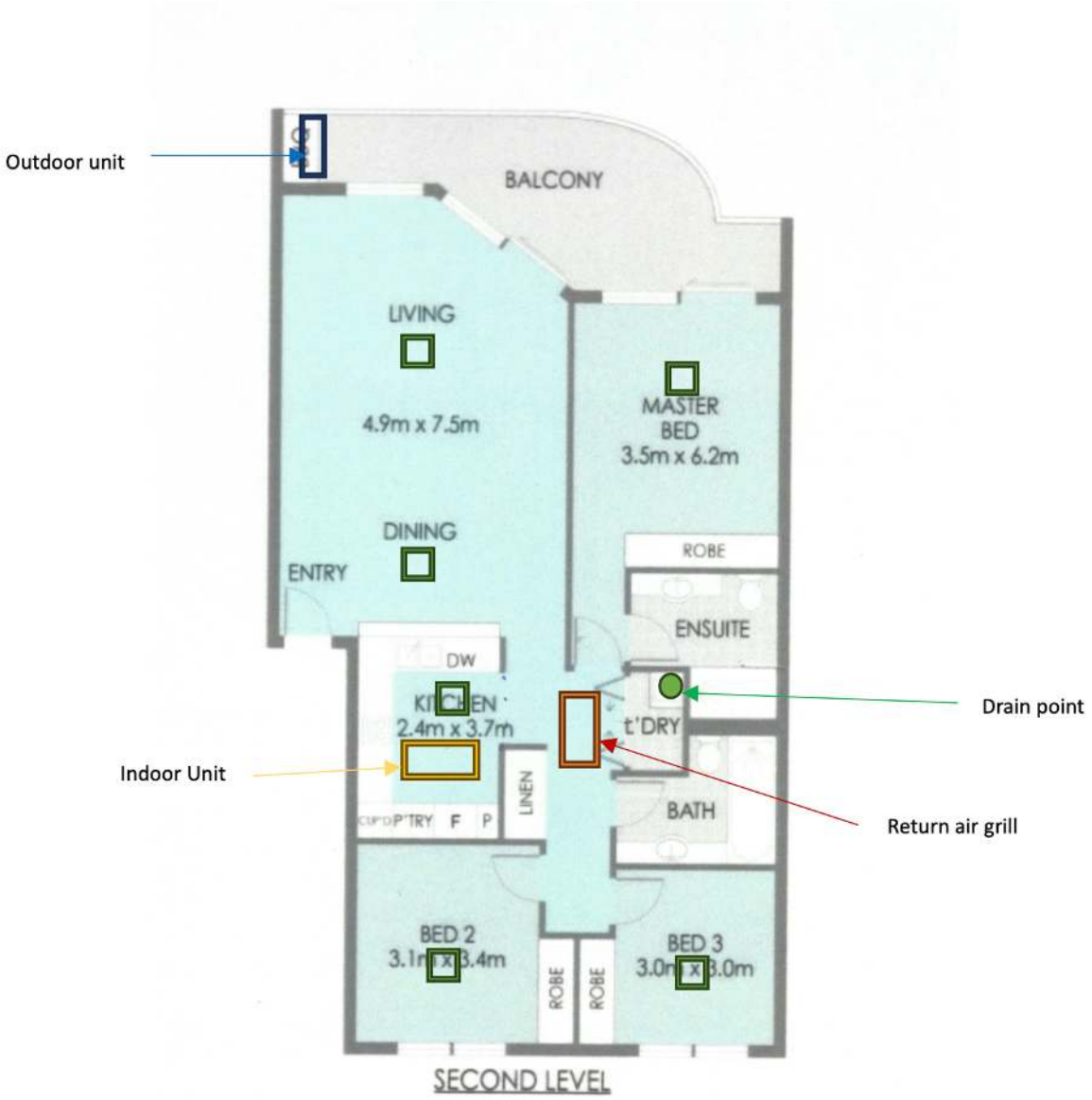
Please note, this quote includes:

- Installation and labour to carry out the listed works
- Removal of rubbish created by works
- Cleaning of areas/works during and post completion of works
- Drop sheets are carried by our team and will be used at all times
- All units are mounted on anti-vibration mounts to avoid as much vibration as possible in any application
- R1.0 ducting to be used
- R410a rated refrigerant pipe to be used at all times

EXCLUSIONS

Please note, this quote does not include the cost of the following items:

- Additional zones
- Additional controllers
- Painting or patching of holes from existing units
- Powder coating of bar grills other than white (alternative colours are subject to choice of grills)
- Alternative grills other than what has been quoted
- Custom sheet metal
- Drain pumps
- Access panels
- Electrical circuits
- Crane hire


Outdoor unit
BALCONY
LIVING
4.9m x 7.5m
MASTER
BED
3.5m x 6.2m
DINING
ENTRY
ROBE
ENSUITE
DW
KITCHEN
2.4m x 3.7m
t'DRY
Drain point
Indoor Unit
LINEN
BATH
Return air grill
BED 2
ROBE
ROBE
BED 3
SECOND LEVEL

Matthew Faulkner
ACCOUNTANCY PTY LTD

0438 116 374 • 02 4294 2296
matt@mattfaulkner.accountants • ABN: 64 602 775 771
Shop 4, 20 Walker Street, Helensburgh, NSW 2508

Independent Auditor's Report to the Owners of Strata Plan 50785 for the year ended 29 February 2024

Opinion

We have audited the financial report of Strata Plan 50785, which comprises a 29 February 2024 balance sheet, the income and expenditure statements for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial reports presents fairly, in all material respects, the financial position of Strata Plan 50785 as at 29 February 2024 and its financial performance for the year then ended in accordance with the accounting policies described in the Notes and the financial reporting requirements of S92 and S93 of the Strata Schemes Management Act 2015.

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the section 'Auditor's Responsibilities for the Audit of the Financial Report.

We are independent of the Plan in accordance with APES 110 Code of Ethics for Professional Accountants (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other responsibilities in accordance with the Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter - Basis of Accounting

We draw attention to the notes to the financial report, which describes the basis of accounting. The financial report has been prepared for the distribution to the Owners for the purpose of fulfilling the Owners Corporation's financial reporting responsibilities under Sections 92 and 93 of the Strata Schemes Management Act 2015. As a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibilities of the Owners Corporation for the Financial Report

The Owners Corporation (the OC) is responsible for the preparation and fair presentation of the financial report in accordance with the accounting policies described in the Notes and has determined that they are appropriate to meet the financial reporting requirements of S92 and S93 of the Strata Schemes Management Act 2015 as well as being appropriate to meet the needs of the Owners. As a result, the financial report may not be suitable for another purpose.

The OC's responsibility also includes such internal control as the OC is necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, due to fraud or error.

In preparing the financial report, the OC is responsible for assessing the Plan's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the OC either intends to liquidate the Plan or to cease operations, or has no realistic alternative but to do so. Those charged with governance are responsible for overseeing the Plans financial reporting process.

CPA
Liability limited by a scheme approved under Professional Standards Legislation

Auditor's Responsibilities for the Audit of the Financial Report
Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance; but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this of this financial report.

As part of an audit in accordance with Australian Auditing Standards, we exercise the professional judgment and maintain professional skepticism throughout the audit. We also;

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Entity to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.



Matthew Faulkner FCPA
Director

27 March 2024

STRATA PLAN 50785

NOTES TO AND FORMING PART OF THE ACCOUNTS

FOR THE YEAR ENDED 29 FEBRUARY 2024

NOTE 1 – Accounting policies

This is not a general purpose financial report. It is a special purpose report prepared for the Owners of the Plan to enable compliance with the requirement of Section 92 of the Strata Schemes Management Act 2015 as amended, to prepare financial statements.

As the Plan is not a Reporting Entity, there is no requirement to prepare accounts in accordance with Statements of Accounting Concept 1 and Australian Accounting Standards.

The accounts have been prepared in accordance with the historical cost convention and have not been adjusted for changes in the general purchasing power of money and for changes in the price of specific assets.

The accounts have been prepared on a going concern basis.

NOTE 2 – Income & expenses

Levies are brought to account as income when the levy is due and payable. Any other income and all expenditure is accounted for on a cash basis and is brought to account when the income is received or the expense paid, except where otherwise stated.

NOTE 3 – Income tax

Assessable income as defined in Tax Ruling TR 2015/3 is taxable at a rate of 30%. Plans do not trade and are not Small Business Entities. Mutual income such as levies are not taxable. Income tax expense accounts may include tax instalments for years yet to be lodged or assessed. Assessable income received by the plan in respect of common property is taxable in the hands of individual owners. Land Tax is also a personal responsibility. Contributions are not assessable income under the mutuality principle. The financial report does not adjust for the tax provision up to the reporting date.

NOTE 4 – Insurance commission

The amount of commission received (if applicable) is reflected on each successful quote. Such commission does not affect the premium in any way and is disclosed in the management agency agreement.

NOTE 5 – Prepaid expenses

Prepayments are for Cleaning.

NOTE 6 – Secondary debtors

Secondary debtors are amounts due from Sutherland Shire Council.

NOTE 7 – Accrued expenses

Amounts have been accrued for Consultancy ($55,869), General Replacement ($13,122), Cleaning ($12,985), Insurance Repairs ($1,737) and Lease Of Equipment ($363).

NOTE 8 – Damage bond

Bonds are held for lots 98 ($2,000) and 89 ($500).

MATTHEW FAULKNER ACCOUNTANCY PTY LTD Common Seal ACN 602 775 771

Strata Plan No. 50785

BALANCE SHEET

AS AT 29 FEBRUARY 2024

	ACTUAL 29/02/2024	ACTUAL 28/02/2023
OWNERS FUNDS		
Administrative Fund	214,126.02	192,093.93
Capital Works Fund	1,185,244.67	931,172.01
TOTAL	**$ 1,399,370.69**	**$ 1,123,265.94**
THESE FUNDS ARE REPRESENTED BY		
CURRENT ASSETS		
Cash At Bank	623,701.98	479,307.29
Investment #1-Admin	57,409.58	56,168.79
Investments # 1-Capital Works	257,181.22	405,436.64
Investments # 2-Capital Works	211,680.12	206,951.75
Investments # 3-Capital Works	848.96	825.72
Investments # 4-Capital Works	260,022.06	250,000.00
Investments # 5-Capital Works	283,072.33	0.00
Receivables - Other	0.00	995.50
Levies In Arrears	17,678.53	3,169.42
Other Arrears	2,169.10	2,553.95
Costs Pursuant To By-Laws	35.67	0.00
Interest On Overdue Levies	796.76	217.21
Prepaid Expenses	2,154.64	0.00
Secondary Debtors	12,989.93	0.00
TOTAL ASSETS	**1,729,740.88**	**1,405,626.27**
LIABILITIES		
Gst Clearing Account	(17,381.77)	(12,653.07)
Payg Clearing Account	3,676.49	904.86
Accrued Expenses	84,076.79	40,696.23
Deposits Received--Damage Bond	2,500.00	0.00
Deposits Received--Unknown	0.00	84.00
Next Year Discounts	(27,084.87)	(26,821.59)
Levies In Advance	284,583.55	277,180.29
Costs Pursuant To By- Laws	0.00	2,969.61
TOTAL LIABILITIES	**330,370.19**	**282,360.33**

MATTHEW FAULKNER ACCOUNTANCY PTY LTD Common Seal ACN 602 775 771

Strata Plan No. 50785

BALANCE SHEET

AS AT 29 FEBRUARY 2024

	ACTUAL 29/02/2024	ACTUAL 28/02/2023
NET ASSETS	**$ 1,399,370.69**	**$ 1,123,265.94**



Strata Plan No. 50785

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2023 TO 29 FEBRUARY 2024

	ACTUAL 01/03/23-29/02/24	BUDGET 01/03/23-29/02/24	VARIANCE %	ACTUAL 01/03/22-28/02/23
ADMINISTRATIVE FUND				
INCOME				
Admin Levy Income	678,888.98	678,889.00	100.00	666,666.92
Admin Levy Income Discount	(62,156.87)	(67,889.00)	91.56	(61,655.26)
Interest-Investments	1,240.79	0.00		350.24
Exclusive Use	38,707.27	37,500.00	103.22	36,731.82
Interest On Overdue Levies	1,256.77	0.00		248.85
Insurance Claims Sp	5,792.40	0.00		0.00
Key Deposits	2,432.73	0.00		3,152.73
Miscellaneous Income--Admin	500.00	0.00		0.00
Recovery--Owner	743.83	0.00		512.87
Rental Income	11,809.03	11,750.00	100.50	11,246.70
Strata Roll Inspection Fees	0.00	0.00	0.00	180.50
TOTAL ADMIN FUND INCOME	**679,214.93**	**660,250.00**		**657,435.37**
EXPENDITURE - ADMIN FUND				
Accounting	4,297.92	4,500.00	95.51	4,168.10
Audit And Taxation Services	2,360.03	2,500.00	94.40	2,360.03
Bank Charges	40.40	50.00	80.80	0.00
Bank Charges-Bpay	0.00	0.00	0.00	(109.86)
Consultants	0.00	35,000.00	0.00	23,340.00
Debt Collection Fees	0.00	0.00	0.00	110.00
Insurance-Excesses	2,592.40	10,000.00	25.92	0.00
Insurance-Premiums	118,494.80	130,000.00	91.15	109,433.51
Insurance-Valuation	800.00	0.00		0.00
Legal Fees	1,057.48	10,000.00	10.57	2,214.35
Legislative Report	612.00	0.00		0.00
Maint-Aircon	1,635.46	1,000.00	163.55	290.00
Maint-Aircon-Water Treatment	6,958.35	10,000.00	69.58	8,372.50
Maint-Cleaning	140,629.00	140,000.00	100.45	132,914.73
Maint-Cleaning-Carpet/Furn	3,580.00	3,000.00	119.33	2,588.00
Maint-Cleaning-Other	1,819.37	2,000.00	90.97	0.00
Maint-Compactor	4,667.13	2,500.00	186.69	1,910.76
Maint-Doors & Windows	6,941.87	7,000.00	99.17	6,033.18
Maint-Electrical	17,455.68	8,000.00	218.20	6,283.81
Maint-Electrical Lamps & Tubes	0.00	4,000.00	0.00	3,695.37
Maint-Fire Prtcn-Contract	18,688.05	9,500.00	196.72	8,538.09

MATTHEW FAULKNER ACCOUNTANCY PTY LTD
Common Seal
ACN 602 775 771

Strata Plan No. 50785

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2023 TO 29 FEBRUARY 2024

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/03/23-29/02/24	01/03/23-29/02/24	%	01/03/22-28/02/23
Maint-Fire Prtcn-Monitoring	5,071.25	7,500.00	67.62	6,343.49
Maint-Fire Prtcn-Repairs	46,063.00	30,000.00	153.54	27,519.91
Maint-Garage Doors	2,684.64	4,000.00	67.12	3,690.00
Maint-Garbage Bins/Bags	550.00	0.00		0.00
Maint-General Repairs	2,464.06	15,000.00	16.43	10,779.54
Maint-Grease Trap	0.00	0.00	0.00	0.02
Maint-Gym Equipment	235.27	2,000.00	11.76	1,238.23
Maint-Hardware/Consumables	111.87	0.00		0.00
Maint-Hire/Lease Of Equipment	3,984.33	0.00		0.00
Maint-Hot Water Service	2,189.00	2,000.00	109.45	1,910.00
Maint-Insurance Repairs	5,792.40	0.00		0.00
Maint-Intercom	2,140.00	1,000.00	214.00	0.00
Maint-Lawns & Gardening	32,762.80	32,000.00	102.38	31,167.55
Maint-Lift-Maint Contract	20,057.97	20,000.00	100.29	19,168.83
Maint-Lift-Registration Fees	87.00	100.00	87.00	81.00
Maint-Lift-Servicing/Repair	0.00	2,000.00	0.00	0.00
Maint-Lift-Telephone	300.00	300.00	100.00	275.00
Maint-Locks, Keys & Card Keys	2,203.32	1,000.00	220.33	0.00
Maint-Painting & Sfce Finishes	1,618.18	0.00		0.00
Maint-Pest/Vermin Control	1,710.00	2,000.00	85.50	1,060.00
Maint-Plumbing & Drainage	5,974.26	7,000.00	85.35	3,610.91
Maint-Pool Consumables	1,906.49	11,000.00	17.33	10,385.23
Maint-Pool Repairs	322.00	1,500.00	21.47	596.80
Maint-Pumps	0.00	6,000.00	0.00	3,170.00
Maint-Reimbursements	0.00	0.00	0.00	4,882.39
Maint-Security Equipment	3,180.00	10,000.00	31.80	9,750.00
Maint-Tv Antenna & Cables	0.00	1,500.00	0.00	0.00
Management Fees	20,500.08	21,500.00	95.35	20,500.08
Mgmt - Non Routine Services	8,385.67	6,000.00	139.76	5,204.54
Oh & S Compliance	0.00	1,000.00	0.00	0.00
Mgmt - Print/Postage/General	7,378.33	4,000.00	184.46	3,737.50
Search And Certificates	277.99	0.00		180.50
Sundry	73.98	3,000.00	2.47	2,599.58
Telephone/Email/Fax	1,175.22	2,000.00	58.76	1,663.84
Telephone - Mgmt	0.00	50.00	0.00	12.00
Trades Compliance	240.00	240.00	100.00	240.00
Utility-Electricity	93,572.30	110,000.00	85.07	66,708.20
Utility-Gas	7,150.70	9,000.00	79.45	6,558.95

MATTHEW FAULKNER ACCOUNTANCY PTY LTD
Common Seal
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Strata Plan No. 50785

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2023 TO 29 FEBRUARY 2024

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/03/23-29/02/24	01/03/23-29/02/24	%	01/03/22-28/02/23
Utility-Rubbish Removal	0.00	200.00	0.00	0.00
Utility-Water & Sewerage	44,390.79	50,000.00	88.78	43,494.74
TOTAL ADMIN EXPENDITURE	**657,182.84**	**741,940.00**		**598,671.40**
SURPLUS/DEFICIT	**$ 22,032.09**	**$ (81,690.00)**		**$ 58,763.97**
Opening Admin Balance	192,093.93	192,093.93	100.00	133,329.96
ADMINISTRATIVE FUND BALANCE	**$ 214,126.02**	**$ 110,403.93**		**$ 192,093.93**



Strata Plan No. 50785

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2023 TO 29 FEBRUARY 2024

	ACTUAL 01/03/23-29/02/24	BUDGET 01/03/23-29/02/24	VARIANCE %	ACTUAL 01/03/22-28/02/23
CAPITAL WORKS FUND				
INCOME				
Capital Works Levy Income	523,565.97	523,566.00	100.00	468,000.00
Cw Fund Levy Income Discount	(46,947.74)	(52,356.00)	89.67	(42,991.74)
Interest-Investments	28,204.41	10,000.00	282.04	10,528.92
Refund--Income Tax	0.00	3,500.00	0.00	240.60
TOTAL CAPITAL WORKS INCOME	**504,822.64**	**484,710.00**		**435,777.78**
EXPENDITURE - CAPITAL WORKS				
Income Tax	8,354.53	0.00		2,822.74
Aircon	7,544.50	0.00		0.00
Carpets & Stairs Replace	1,589.09	0.00		0.00
Consultants	74,384.59	0.00		0.00
General Replacement	142,677.27	903,496.00	15.79	318,921.96
Pool	16,200.00	0.00		0.00
TOTAL CAP. WORKS EXPENDITURE	**250,749.98**	**903,496.00**		**321,744.70**
SURPLUS/DEFICIT	**$ 254,072.66**	**$ (418,786.00)**		**$ 114,033.08**
Opening Capital Works Balance	931,172.01	931,172.01	100.00	817,138.93
CAPITAL WORKS FUND BALANCE	**$ 1,185,244.67**	**$ 512,386.01**		**$ 931,172.01**



Strata Plan No. 50785

LOT BALANCE REPORT

29 February 2024

Lot No	Unit No	Administrative Fund	Capital Works Fund	Other	Total
1	R1	0.00	0.00	593.73	593.73
2	Shop4	0.00	0.00	299.88	299.88
3	Shop3	-1,773.60	-2,746.00	0.00	-4,519.60
4	Shop2	-1,698.92	-1,578.59	0.00	-3,277.51
5	Shop1	-1,792.27	-1,382.21	0.00	-3,174.48
6	A1	-1,362.87	-1,051.06	0.00	-2,413.93
7	A2	-1,381.54	-1,065.46	0.00	-2,447.00
8	A3	-1,381.54	-1,065.46	0.00	-2,447.00
9	A4	-1,381.54	-1,065.46	0.00	-2,447.00
10	A5	-1,381.54	-1,065.46	0.00	-2,447.00
11	A6	-1,362.87	-1,051.06	0.00	-2,413.93
12	R2	-2,333.68	-1,799.76	0.00	-4,133.44
14	B14	1,752.34	1,388.65	511.45	3,652.44
15	A7	-1,400.21	-1,079.86	2.36	-2,477.71
16	A8	-1,456.22	-1,123.05	0.00	-2,579.27
18	A10	-1,474.89	-1,137.45	0.00	-2,612.34
19	A11	-1,456.22	-1,123.05	0.00	-2,579.27
20	A12	-1,418.88	-1,094.25	0.00	-2,513.13
21	R3	-2,090.98	-1,635.88	0.00	-3,726.86
22	B15	-914.80	-705.51	0.00	-1,620.31
23	B16	-933.47	-719.90	0.09	-1,653.28
24	B17	-933.47	-2,719.90	0.00	-3,653.37
25	B18	-933.47	-719.90	0.00	-1,653.37
29	C1	-1,680.25	-1,295.83	0.00	-2,976.08
30	C2	-989.48	-763.10	0.00	-1,752.58
31	C3	-1,605.57	-1,238.23	0.00	-2,843.80
32	C4	-1,642.91	-1,267.03	0.00	-2,909.94
33	C5	-1,512.23	-906.62	5.46	-2,413.39
34	C6	-1,400.21	-1,079.86	0.00	-2,480.07
35	C7	-1,568.23	-1,209.44	0.00	-2,777.67
36	C8	-1,325.53	-1,022.26	0.00	-2,347.79
37	C9	-1,530.89	-1,180.64	0.00	-2,711.53
38	C10	-1,101.50	-849.49	0.00	-1,950.99
39	C11	1,398.44	1,103.87	338.94	2,841.25
40	C12	1,514.98	1,195.86	248.07	2,958.91
41	C13	-1,213.51	-935.87	0.00	-2,149.38
42	C14	-1,306.86	-1,007.86	0.00	-2,314.72
43	C15	-1,680.25	-1,295.83	0.00	-2,976.08
44	C16	-1,418.88	-1,094.25	0.00	-2,513.13
45	C17	-1,586.90	-1,223.84	0.00	-2,810.74
46	C18	-1,138.84	-878.28	0.00	-2,017.12
47	C19	-1,232.18	-950.27	0.00	-2,182.45
48	C20	-1,288.19	-993.47	0.00	-2,281.66
49	C21	-1,269.52	-979.07	0.00	-2,248.59
50	C22	-1,400.21	-1,079.86	0.00	-2,480.07
51	C23	-1,866.95	-1,439.81	0.00	-3,306.76
53	C25	-1,717.59	-1,324.62	0.00	-3,042.21
54	C26	-1,344.20	-1,036.66	0.00	-2,380.86
55	C27	-1,194.84	-921.48	0.00	-2,116.32

Strata Plan No. 50785

LOT BALANCE REPORT

29 February 2024

Lot No	Unit No	Administrative Fund	Capital Works Fund	Other	Total
56	C28	-1,269.52	-979.07	0.00	-2,248.59
57	C29	-1,194.84	-921.48	0.00	-2,116.32
58	C30	-1,400.21	-1,079.86	0.00	-2,480.07
59	C31	-2,053.64	-1,583.79	0.00	-3,637.43
60	C32	-1,717.59	-1,324.62	0.00	-3,042.21
61	C33	-1,866.95	-1,439.81	7.99	-3,298.77
63	C35	-1,232.18	-950.27	0.00	-2,182.45
64	C36	-1,306.86	-1,007.86	0.00	-2,314.72
65	C37	-1,344.20	-1,036.66	0.00	-2,380.86
66	C38	-1,642.91	-1,267.03	0.00	-2,909.94
68	C40	-1,792.27	-1,382.21	0.00	-3,174.48
69	C41	-1,960.29	-1,511.80	0.00	-3,472.09
70	C42	-1,418.88	-1,094.25	0.00	-2,513.13
71	C43	-1,344.20	-1,036.66	0.00	-2,380.86
72	C44	-1,362.87	-1,051.06	0.00	-2,413.93
73	C45	-1,381.54	-1,065.46	0.00	-2,447.00
74	C46	-1,680.25	-1,295.83	0.00	-2,976.08
76	C48	-2,165.66	-1,670.18	0.00	-3,835.84
77	C49	-2,146.99	-1,655.78	4.76	-3,798.01
78	C50	-1,680.25	-1,295.83	0.00	-2,976.08
79	C51	-1,381.54	-1,065.46	0.00	-2,447.00
80	C52	-1,325.53	-1,022.26	0.00	-2,347.79
81	C53	-1,437.55	-1,108.65	0.00	-2,546.20
82	C54	-1,773.60	-1,367.82	0.00	-3,141.42
83	C55	-2,520.38	-1,943.74	0.00	-4,464.12
84	C56	-6,408.25	-7,017.35	0.00	-13,425.60
85	C57	-2,669.73	-2,058.92	0.00	-4,728.65
86	C58	-1,866.95	-1,439.81	0.00	-3,306.76
88	C60	-1,605.57	-1,238.23	0.00	-2,843.80
89	C61	-3,696.55	-2,850.82	0.00	-6,547.37
90	C62	-2,893.76	-2,231.70	0.00	-5,125.46
91	C63	-2,576.38	-1,986.93	0.00	-4,563.31
92	C64	0.00	2,851.67	250.38	3,102.05
93	C65	-2,875.10	-2,217.30	0.00	-5,092.40
94	C66	-2,632.39	-2,030.13	0.00	-4,662.52
95	C67	-2,632.39	-2,030.13	0.00	-4,662.52
96	C68	-2,819.09	-2,174.11	0.00	-4,993.20
97	C69	-3,080.46	-2,375.68	0.00	-5,456.14
98	C70	-2,725.74	-2,102.12	0.00	-4,827.86
99	C71	-3,080.46	-2,375.68	0.00	-5,456.14
101	C73	-2,669.73	-2,058.92	0.00	-4,728.65
103	C75	-3,005.78	-2,318.09	0.00	-5,323.87
104	C76	-7,057.05	-5,442.47	0.00	-12,499.52
105	C77	0.00	6,472.72	738.42	7,211.14
Total		**($152,909.02)**	**($113,996.00)**	**$3,001.53**	**($263,903.49)**



Strata Plan No. 50785

INSURANCE DETAILS

29 February 2024

Type	Insurer	Policy No	Sum Insured	Due Date
BUILDING	Chu Underwriting Agency P/L	HU0000022536	109,462,500	11/12/24
CATASTROPHE COVER	Chu Underwriting Agency P/L	HU0000022536	16,419,375	11/12/24
COMMON AREA	Chu Underwriting Agency P/L	HU0000022536	1,094,625	11/12/24
INTERNAL PAINT-LOTS	Chu Underwriting Agency P/L	HU0000022536	Insured	11/12/24
FIDELITY GUARANTEE	Chu Underwriting Agency P/L	HU0000022536	100,000	11/12/24
FLOOD COVER	Chu Underwriting Agency P/L	HU0000022536	Insured	11/12/24
LEGAL DEFENCE	Chu Underwriting Agency P/L	HU0000022536	50,000	11/12/24
MACHINERY	Chu Underwriting Agency P/L	HU0000022536	100,000	11/12/24
OFFICE BEARERS	Chu Underwriting Agency P/L	HU0000022536	10,000,000	11/12/24
PUBLIC LIABILITY	Chu Underwriting Agency P/L	HU0000022536	20,000,000	11/12/24
FLOATING	Chu Underwriting Agency P/L	HU0000022536	Insured	11/12/24
VOLUNTARY WORKERS	Chu Underwriting Agency P/L	HU0000022536	200,000	11/12/24
W H & S BREACHES	Chu Underwriting Agency P/L	HU0000022536	100,000	11/12/24
GOVT AUDIT COSTS	Chu Underwriting Agency P/L	HU0000022536	25,000	11/12/24
LOSS RENT/TEMP	Chu Underwriting Agency P/L	HU0000022536	16,419,375	11/12/24
OWNERS	Chu Underwriting Agency P/L	HU0000022536	250,000 (per	11/12/24



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ABN 77 079 173 194

CAPITAL WORKS FUND PLAN

COTE D'AZUR

1 McDonald Street

Cronulla NSW 2230

Strata Plan 50785



Report details	
Inspection date:	26/10/2020
Inspector:	Stephen Lovegrove



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ABN 77 079 173 194

09 April 2021

The Executive Committee
Strata Plan 50785
1 McDonald Street
Cronulla NSW 2230

Dear Committee Members,

Thank you for appointing our company to conduct your Capital Works Fund Plan.

Based on our survey of your property, we have determined that the Owners Corporation will need to increase its contributions in order to cover the forecasted capital works fund expenses. We strongly recommend that the levies be set at the level shown in this report.

This plan should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements, and any discrepancies between the forecast and actual capital works fund balances. Regular updates also create peace of mind and assist the Owners Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total capital works fund levy divided by unit entitlements)	$42.90
Total Unit Entitlements	10000
Total Capital Works Fund Levy	$429,000.00

The data used to arrive at the above figures (which includes GST) is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	**Page No.**
Owners Report Summary	**Section 1**
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph	3
Report Detail	**Section 2**
15 Year Anticipated Expenditure Table	4
Building Data List from Property Inspection	12
Inspector's Building Report & Building Specific Report Notes	22
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All services provided by Solutions in Engineering are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website www.solutionsinengineering.com

If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email enquiry@solutionsinengineering.com.

Yours sincerely,

The Team at Solutions in Engineering

Building Details & Report Inputs

Supplied information

Building Name	Cote D'Azur
Building Address	1 McDonald Street Cronulla NSW 2230
Strata Plan (SP) No	50785
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	1997
Number of Unit Entitlements	10000
Number of Units	105
Estimated Starting Capital Works Fund Balance	$1,039,190
Starting date of Financial Year for Report	1/03/2021
GST Status	Registered for GST
Current Capital Works Fund Levy per Lot Entitlement (Inc. GST)	$42.90

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over $10,000)	1.40%
Company Taxation Rate	27.50%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on capital works fund balances over $10,000.	1.02%
Contingency Allowance - For minor and/or unforeseen expenses	10%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 2002 and 2012	2.10%
Forecast Period - Number of years the plan looks out.	15 years

15 Year Levy Table

Year	Year To	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
	dd/mm/yyyy	Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	28/02/2022	429,000.00	39,000.00	42.90	3.90	10.73	0.98
2	28/02/2023	446,160.00	40,560.00	44.62	4.06	11.16	1.01
3	29/02/2024	464,006.40	42,182.40	46.40	4.22	11.60	1.05
4	28/02/2025	482,566.66	43,869.70	48.26	4.39	12.07	1.10
5	28/02/2026	501,869.32	45,624.48	50.19	4.56	12.55	1.14
6	28/02/2027	521,944.09	47,449.46	52.19	4.74	13.05	1.19
7	29/02/2028	542,821.86	49,347.44	54.28	4.93	13.57	1.23
8	28/02/2029	564,534.74	51,321.34	56.45	5.13	14.11	1.28
9	28/02/2030	587,116.13	53,374.19	58.71	5.34	14.68	1.33
10	28/02/2031	610,600.78	55,509.16	61.06	5.55	15.27	1.39
11	29/02/2032	635,024.81	57,729.53	63.50	5.77	15.88	1.44
12	28/02/2033	660,425.80	60,038.71	66.04	6.00	16.51	1.50
13	28/02/2034	686,842.83	62,440.26	68.68	6.24	17.17	1.56
14	28/02/2035	714,316.54	64,937.87	71.43	6.49	17.86	1.62
15	29/02/2036	742,889.20	67,535.38	74.29	6.75	18.57	1.69

15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated **'Opening Balance'** at the start of the first financial year which you provided to us. We then add the **'Total Levy Contributions'** for the year and any **'Interest'** on balances greater than $10,000. Any **'Anticipated Expenses'** are then allowed for leaving a **'Closing Balance'** for the year which in turn becomes the **'Opening Balance'** for the following year. In summary:
Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance

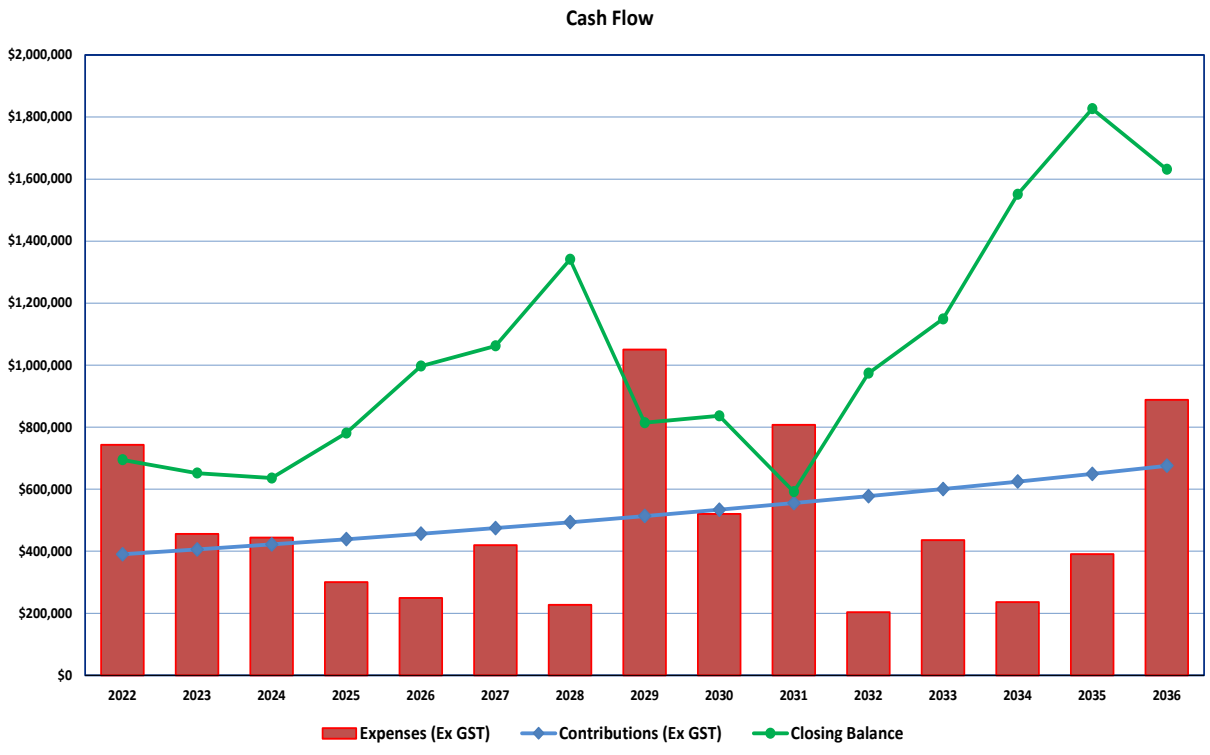
Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	28/02/2022	1,039,190.00	390,000.00	8,798.93	743,100.00	694,888.93
2	28/02/2023	694,888.93	405,600.00	6,832.58	455,657.27	651,664.24
3	29/02/2024	651,664.24	421,824.00	6,533.32	444,110.00	635,911.56
4	28/02/2025	635,911.56	438,696.96	7,189.94	300,727.27	781,071.19
5	28/02/2026	781,071.19	456,244.84	9,021.61	249,443.64	996,894.00
6	28/02/2027	996,894.00	474,494.63	10,447.62	419,730.00	1,062,106.25
7	29/02/2028	1,062,106.25	493,474.42	12,193.42	226,820.00	1,340,954.09
8	28/02/2029	1,340,954.09	513,213.40	10,937.15	1,050,582.73	814,521.91
9	28/02/2030	814,521.91	533,741.94	8,378.36	519,970.91	836,671.30
10	28/02/2031	836,671.30	555,091.62	7,248.38	807,183.64	591,827.66
11	29/02/2032	591,827.66	577,295.28	7,944.28	203,248.18	973,819.04
12	28/02/2033	973,819.04	600,387.09	10,771.05	436,053.64	1,148,923.54
13	28/02/2034	1,148,923.54	624,402.57	13,698.43	236,283.64	1,550,740.90
14	28/02/2035	1,550,740.90	649,378.67	17,138.45	390,380.00	1,826,878.02
15	29/02/2036	1,826,878.02	675,353.82	17,547.53	888,418.18	1,631,361.19

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the capital works fund and the likely 'Expenses' for each year of this plan. The three lines in the graph are:
Contributions line - Total capital works fund contributions per year.

Expenses line – Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-
'Expenditure Items' - lists the different areas and items of expenditure.
'Current Cost' - shows the current maintenance expenditure costs in today's dollars.
'Year 1' to 'Year 15' - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column there are three lines. Firstly, a **'Grand Total (Inc. GST)'** followed by a line calculating the '**Contingency Allowance (Inc. GST)'** for unforeseen and minor expenses and finally **'Total Expenses (Inc. GST)'** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
1. Building exterior																
Repaint building exterior	644,837	-	-	-	-	-	-	-	745,813	-	-	-	-	-	-	-
Maintain windows	5,582	-	-	5,819	-	-	6,193	-	-	6,592	-	-	7,016	-	-	7,467
Maintain balcony doors	3,534	-	-	3,684	-	-	3,921	-	-	4,173	-	-	4,442	-	-	4,727
Maintain balustrades	2,116	-	-	2,206	-	-	2,348	-	-	2,499	-	-	2,659	-	-	2,831
Maintain balcony and terrace floor tiles (total: 1380 m2) – 10%	21,948	-	-	-	-	23,851	-	-	-	-	26,462	-	-	-	-	29,360
Building waterproofing maintenance	1,155	-	-	1,204	-	-	1,281	-	-	1,364	-	-	1,452	-	-	1,545
Maintain common property electrical systems	5,880	-	6,003	-	6,258	-	6,524	-	6,801	-	7,089	-	7,390	-	7,704	-
Plumbing and drainage maintenance	8,610	-	8,791	-	9,164	-	9,553	-	9,958	-	10,381	-	10,821	-	11,281	-
General building maintenance	9,975	-	10,184	-	10,617	-	11,067	-	11,537	-	12,027	-	12,537	-	13,069	-
Sub Total (Incl. GST)		**0**	**24,978**	**12,913**	**26,039**	**23,851**	**40,887**	**0**	**774,109**	**14,628**	**55,959**	**0**	**46,317**	**0**	**32,054**	**45,930**
2. Roof																
Maintain box gutters	1,186	-	-	1,236	-	-	1,316	-	-	1,401	-	-	1,491	-	-	1,587
Maintain bituminous membrane (total: 1008 m2) - 10%	4,328	-	-	4,512	-	-	4,802	-	-	5,111	-	-	5,440	-	-	5,790
Replace bituminous membrane	397,858	-	-	-	-	-	-	-	-	-	479,689	-	-	-	-	-
Replace anchor points	1,085	-	1,108	-	1,155	-	1,204	-	1,255	-	1,308	-	1,364	-	1,422	-
Sub Total (Incl. GST)		**0**	**1,108**	**5,748**	**1,155**	**0**	**7,322**	**0**	**1,255**	**6,512**	**480,997**	**0**	**8,295**	**0**	**1,422**	**7,377**
3. Main foyer - Tower																
Repaint walls	3,353	-	-	-	-	-	-	-	3,878	-	-	-	-	-	-	-
Repaint ceilings	1,616	-	-	-	-	-	-	-	1,869	-	-	-	-	-	-	-
Maintain front entry door	174	-	178	-	185	-	193	-	201	-	210	-	219	-	228	-
Maintain floor tiles (total: 42 m2) – 10%	670	-	-	-	-	728	-	-	-	-	808	-	-	-	-	896
Replace carpet	11,000	-	-	-	-	-	-	-	-	12,990	-	-	-	-	-	-
Replace furniture	11,289	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**178**	**0**	**185**	**728**	**193**	**0**	**5,948**	**12,990**	**1,018**	**0**	**219**	**0**	**228**	**896**

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
4. Lobbies and hallways - Tower																
Repaint walls	30,825	-	-	-	-	-	34,200	-	-	-	-	-	-	-	40,387	-
Repaint ceilings	9,480	-	-	-	-	-	10,518	-	-	-	-	-	-	-	12,421	-
Repaint door face – one side including architraves	33,569	-	-	-	-	-	37,245	-	-	-	-	-	-	-	43,982	-
Maintain floor tiles	268	-	-	279	-	-	297	-	-	316	-	-	337	-	-	359
Replace carpet	35,363	-	-	-	-	-	-	-	-	-	-	-	44,446	-	-	-
Replace ground floor carpet	35,363	-	-	-	-	-	-	-	-	41,759	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**279**	**0**	**0**	**82,260**	**0**	**0**	**42,075**	**0**	**0**	**44,783**	**0**	**96,790**	**359**
5. Stairwell - low rise x 4 entries																
Repaint walls	4,545	-	-	-	-	-	-	5,149	-	-	-	-	-	-	-	6,080
Repaint ceilings and undersides	1,853	-	-	-	-	-	-	2,099	-	-	-	-	-	-	-	2,479
Repaint door face – one side including architraves	2,831	-	-	-	-	-	-	3,207	-	-	-	-	-	-	-	3,787
Maintain front entry door	522	-	533	-	556	-	579	-	604	-	629	-	656	-	684	-
Maintain floor tiles (total: 4 m2) – 10%	268	-	-	-	-	291	-	-	-	-	323	-	-	-	-	359
Replace carpet	7,622	-	-	-	-	-	-	-	-	-	-	-	9,580	-	-	-
Repaint balustrades	2,353	-	-	-	-	-	-	2,665	-	-	-	-	-	-	-	3,148
Maintain balustrades (total: 48 Lm) - 10%	1,146	-	-	-	-	1,245	-	-	-	-	1,382	-	-	-	-	1,533
Sub Total (Incl. GST)		**0**	**533**	**0**	**556**	**1,536**	**579**	**13,120**	**604**	**0**	**2,334**	**0**	**10,236**	**0**	**684**	**17,386**
6. Toilet / change rooms																
Repaint walls	1,170	-	-	-	-	-	1,298	-	-	-	-	-	-	-	1,533	-
Repaint ceilings	570	-	-	-	-	-	632	-	-	-	-	-	-	-	747	-
Repaint door face – one side including architraves	607	-	-	-	-	-	673	-	-	-	-	-	-	-	795	-
Maintain floor tiles (total: 24m2) – 10%	535	-	-	-	-	581	-	-	-	-	645	-	-	-	-	716
Maintain toilet and cistern	389	-	-	406	-	-	432	-	-	459	-	-	489	-	-	520
Maintain basin	532	-	-	555	-	-	590	-	-	628	-	-	669	-	-	712
Sub Total (Incl. GST)		**0**	**0**	**961**	**0**	**581**	**3,625**	**0**	**0**	**1,087**	**645**	**0**	**1,158**	**0**	**3,075**	**1,948**
7. Garbage room / bin room																
Repaint walls	1,233	-	-	-	-	-	1,368	-	-	-	-	-	-	-	1,615	-
Maintain / repair garbage chute	806	-	-	-	-	-	894	-	-	-	-	-	-	-	-	-
Maintain / repair garbage compactor	1,191	-	-	-	-	1,294	-	-	-	-	1,436	-	-	-	-	1,593
Sub Total (Incl. GST)		**0**	**0**	**0**	**0**	**1,294**	**2,262**	**0**	**0**	**0**	**1,436**	**0**	**0**	**0**	**1,615**	**1,593**

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
8. Vehicle accessways																
Driveway maintenance program	728	-	743	-	775	-	808	-	842	-	878	-	915	-	954	-
Maintain stormwater drains and grates	800	-	817	-	851	-	888	-	925	-	965	-	1,005	-	1,048	-
Replace security gate	4,371	-	-	-	-	-	-	-	-	-	5,270	-	-	-	-	-
Maintain gate and motor	528	-	539	-	562	-	586	-	611	-	637	-	664	-	692	-
Replace electric gate motor	2,604	-	-	-	-	2,830	-	-	-	-	-	-	-	-	-	3,483
Maintain fire barrier gate and motor	528	-	539	-	562	-	586	-	611	-	637	-	664	-	692	-
Replace electric gate motor	2,604	-	-	-	-	-	-	-	-	-	3,140	-	-	-	-	-
Repaint walls	1,620	-	-	-	-	-	1,797	-	-	-	-	-	-	-	2,123	-
Repaint door face – one side including architraves	809	-	-	-	-	-	898	-	-	-	-	-	-	-	1,060	-
Replace curved stainless safety mirror	505	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace garage doors	4,694	-	-	-	-	-	5,208	-	-	-	-	-	5,900	-	-	-
Sub Total (Incl. GST)		**0**	**2,638**	**0**	**2,750**	**2,830**	**10,771**	**0**	**2,989**	**0**	**11,527**	**0**	**9,148**	**0**	**6,569**	**3,483**
9. External walkways																
Walkway maintenance program	417	-	-	-	-	453	-	-	-	-	503	-	-	-	-	558
Maintain paving	1,291	-	-	-	-	1,403	-	-	-	-	1,557	-	-	-	-	1,727
Repaint handrails	1,226	-	-	-	-	-	1,360	-	-	-	-	-	-	-	1,606	-
Maintain balustrades (total: 25 Lm) – 10%	838	-	-	-	-	911	-	-	-	-	1,010	-	-	-	-	1,121
Sub Total (Incl. GST)		**0**	**0**	**0**	**0**	**2,767**	**1,360**	**0**	**0**	**0**	**3,070**	**0**	**0**	**0**	**1,606**	**3,406**
10. Barbeque area																
Surface cleaning program	211	-	215	-	225	-	234	-	244	-	254	-	265	-	276	-
Replace barbeque	3,154	-	-	-	-	-	3,499	-	-	-	-	-	-	-	-	-
Maintain floor tiles (total: 36 m2) – 10%	1,070	-	-	-	-	1,163	-	-	-	-	1,290	-	-	-	-	1,431
Sub Total (Incl. GST)		**0**	**215**	**0**	**225**	**1,163**	**3,733**	**0**	**244**	**0**	**1,544**	**0**	**265**	**0**	**276**	**1,431**
11. Gymnasium																
Repaint ceilings	594	-	-	-	-	-	659	-	-	-	-	-	-	-	778	-
Repaint walls	1,148	-	-	-	-	-	1,274	-	-	-	-	-	-	-	1,504	-
Repaint door face – one side including architraves	101	-	-	-	-	-	112	-	-	-	-	-	-	-	132	-
Replace blinds	1,089	-	1,112	-	-	-	-	-	-	-	-	-	-	-	1,427	-
Repair or replace gymnasium equipment	2,610	-	-	2,721	-	-	2,896	-	-	3,082	-	-	3,280	-	-	3,491
Replace rubber mats	5,312	-	-	-	-	-	-	-	6,144	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**1,112**	**2,721**	**0**	**0**	**4,941**	**0**	**6,144**	**3,082**	**0**	**0**	**3,280**	**0**	**3,841**	**3,491**

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
12. Sauna																
Inspect and repair sauna heater	624	-	637	-	664	-	692	-	722	-	752	-	784	-	818	-
Replace sauna heater	3,676	-	-	-	-	-	4,079	-	-	-	-	-	-	-	-	-
Refurbish sauna structure	6,930	-	-	-	-	-	7,689	-	-	-	-	-	-	-	-	-
Maintain floor tiles (total: 7 m2) - 10%	241	-	-	-	-	262	-	-	-	-	291	-	-	-	-	322
Sub Total (Incl. GST)		**0**	**637**	**0**	**664**	**262**	**12,460**	**0**	**722**	**0**	**1,043**	**0**	**784**	**0**	**818**	**322**
13. Swimming pool and spa area																
Maintain floor tiles	1,168	-	-	-	-	1,269	-	-	-	-	1,408	-	-	-	-	1,562
Maintain pool fencing (total: 102 Lm)	1,336	-	-	-	-	1,452	-	-	-	-	1,611	-	-	-	-	1,787
Maintain gates	935	-	955	-	995	-	1,037	-	1,081	-	1,127	-	1,175	-	1,225	-
Replace pool and spa surface	27,572	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36,883
Replace pool maintenance equipment	486	-	-	507	-	-	539	-	-	574	-	-	611	-	-	650
Replace pump	5,057	-	5,163	-	-	-	-	-	-	-	6,097	-	-	-	-	-
Replace salt water chlorination unit	2,080	-	2,124	-	-	-	-	-	-	-	2,508	-	-	-	-	-
Replace sand filter	2,511	-	-	-	2,673	-	-	-	-	-	-	-	-	-	-	-
Replace cartridge filter	1,235	-	-	-	1,314	-	-	-	-	-	-	-	-	-	-	-
Replace cartridges inline filter	437	-	-	-	465	-	-	-	-	-	-	-	-	-	-	-
Replace spa pump	1,435	-	-	-	1,527	-	-	-	-	-	-	-	1,804	-	-	-
Replace spa heater	1,198	-	-	-	1,275	-	-	-	-	-	-	-	1,506	-	-	-
Replace spa blower	709	-	-	-	755	-	-	-	-	-	-	-	-	-	-	-
Replace pool furniture	1,052	-	-	-	-	1,143	-	-	-	-	1,268	-	-	-	-	1,407
Sub Total (Incl. GST)		**0**	**8,242**	**507**	**9,004**	**3,864**	**1,576**	**0**	**1,081**	**574**	**14,019**	**0**	**5,096**	**0**	**1,225**	**42,289**
14. Spa room																
Repaint walls, benches and cupboards	675	-	-	-	-	-	749	-	-	-	-	-	-	-	884	-
Repaint ceilings	285	-	-	-	-	-	316	-	-	-	-	-	-	-	373	-
Repaint door face – one side including architraves	101	-	-	-	-	-	112	-	-	-	-	-	-	-	132	-
Maintain glass / aluminium sliding door	132	-	135	-	140	-	146	-	153	-	159	-	166	-	173	-
Maintain floor tiles	268	-	-	-	-	291	-	-	-	-	323	-	-	-	-	359
Replace pump	989	-	-	-	-	-	1,097	-	-	-	-	-	-	-	-	-
Replace heater	3,688	-	-	-	-	-	-	4,178	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**135**	**0**	**140**	**291**	**2,420**	**4,178**	**153**	**0**	**482**	**0**	**166**	**0**	**1,562**	**359**

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
15. Fixtures and fittings																
Maintain letterboxes	565	-	-	589	-	-	627	-	-	667	-	-	710	-	-	756
Maintain common lighting	426	-	-	444	-	-	473	-	-	503	-	-	535	-	-	570
Replace fire doors, frames and hardware	8,513	-	-	8,874	-	-	9,445	-	-	10,053	-	-	10,700	-	-	11,388
Maintain security access system	528	-	-	550	-	-	586	-	-	624	-	-	664	-	-	706
Maintain communications and data systems	541	-	-	564	-	-	600	-	-	639	-	-	680	-	-	724
Replace security cameras and recording devices	2,183	-	-	2,276	-	-	2,422	-	-	2,578	-	-	2,744	-	-	2,920
Sub Total (Incl. GST)		**0**	**0**	**13,297**	**0**	**0**	**14,153**	**0**	**0**	**15,064**	**0**	**0**	**16,033**	**0**	**0**	**17,064**
16. Building signage																
Replace signage	258	-	-	269	-	-	286	-	-	305	-	-	324	-	-	345
Sub Total (Incl. GST)		**0**	**0**	**269**	**0**	**0**	**286**	**0**	**0**	**305**	**0**	**0**	**324**	**0**	**0**	**345**
17. Fence maintenance																
Maintain boundary fence	2,342	-	-	-	2,493	-	-	-	2,709	-	-	-	2,944	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**2,493**	**0**	**0**	**0**	**2,709**	**0**	**0**	**0**	**2,944**	**0**	**0**	**0**
18. Walls																
Maintain rendered external brickwork	3,566	-	-	-	3,795	-	-	-	4,124	-	-	-	4,482	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**3,795**	**0**	**0**	**0**	**4,124**	**0**	**0**	**0**	**4,482**	**0**	**0**	**0**
19. Landscaping																
Prune trees	1,583	-	-	1,650	-	-	1,756	-	-	1,869	-	-	1,990	-	-	2,118
Maintain gardens	369	-	-	385	-	-	409	-	-	436	-	-	464	-	-	494
Sub Total (Incl. GST)		**0**	**0**	**2,035**	**0**	**0**	**2,165**	**0**	**0**	**2,305**	**0**	**0**	**2,454**	**0**	**0**	**2,612**

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
20. Fire equipment																
Maintain fire equipment	8,679	-	-	-	-	9,431	-	-	-	-	10,464	-	-	-	-	11,610
Replace or upgrade fire control panel	9,106	-	-	-	-	-	-	-	-	-	-	-	-	11,685	-	-
Replace or upgrade fire indicator panel	9,106	-	-	-	-	-	-	-	-	-	-	-	-	11,685	-	-
Replace fire hose reels	1,469	-	-	-	-	-	-	-	-	-	-	-	-	1,885	-	-
Replace fire extinguishers	364	-	-	-	387	-	-	-	421	-	-	-	457	-	-	-
Replace fire hydrant booster pump	2,914	-	-	-	-	3,167	-	-	-	-	-	-	-	-	-	3,898
Maintain fire pressurization system main fan	6,738	-	-	-	-	-	7,476	-	-	-	-	-	-	-	-	-
Maintain electric fire pumps	313	-	320	-	333	-	347	-	362	-	377	-	393	-	410	-
Replace emergency electric fire pumps	9,264	-	-	-	-	10,067	-	-	-	-	-	-	-	-	-	12,393
Replace fire pump diesel	10,352	-	-	-	-	-	-	11,727	-	-	-	-	-	-	-	-
Maintain diesel fire pumps	450	-	459	-	479	-	499	-	520	-	543	-	566	-	590	-
Maintain fuel supply tank and fuel lines	304	-	310	-	324	-	337	-	352	-	367	-	382	-	398	-
Replace hard wired smoke detectors	7,006	-	-	-	-	-	7,773	-	-	-	-	-	8,805	-	-	-
Replace emergency lighting	3,571	-	3,646	-	3,801	-	3,962	-	4,130	-	4,305	-	4,488	-	4,679	-
Replace fire seals	33,000	33,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace sprinkler heads	19,000	19,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**52,000**	**4,735**	**0**	**5,324**	**22,665**	**20,394**	**11,727**	**5,785**	**0**	**16,056**	**0**	**15,091**	**25,255**	**6,077**	**27,901**
21. Lift																
Refurbish lift interior	9,939	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13,295
Refurbish lift	326,660	-	-	-	-	-	-	-	-	-	-	-	-	-	-	436,975
Replace tower lift controllers	196,000	-	200,116	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace tower lift door equipment	222,200	-	-	231,630	-	-	-	-	-	-	-	-	-	-	-	-
Replace tower lift machine	187,000	-	-	-	-	-	-	-	-	220,825	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**200,116**	**231,630**	**0**	**0**	**0**	**0**	**0**	**220,825**	**0**	**0**	**0**	**0**	**0**	**450,270**
22. Plant - water																
Replace sump pumps	4,676	-	-	-	-	-	5,188	-	-	-	-	-	-	-	-	-
Replace sump pump control box	659	-	-	-	-	-	-	-	-	-	-	811	-	-	-	-
Replace irrigation pump	970	-	-	-	1,032	-	-	-	1,122	-	-	-	1,219	-	-	-
Replace water fountain pump	651	-	-	679	-	-	722	-	-	769	-	-	818	-	-	871
Replace domestic water tank pumps	10,156	-	10,369	-	-	-	-	11,505	-	-	-	-	12,765	-	-	-
Replace domestic water jacking pumps	4,189	-	-	-	4,458	-	-	-	4,845	-	-	-	5,265	-	-	-
Replace hot water circulation pump	789	-	-	822	-	-	875	-	-	932	-	-	992	-	-	1,055
Replace hot water system – 275L gas	3,132	-	-	-	-	-	-	-	-	3,699	-	-	-	-	-	-
Replace hot water system – instantaneous gas	1,329	-	-	-	-	-	1,475	-	-	-	-	-	-	-	-	-
Replace storage tank	2,064	-	-	-	-	-	2,290	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**10,369**	**1,501**	**5,490**	**0**	**10,550**	**11,505**	**5,967**	**5,400**	**0**	**811**	**21,059**	**0**	**0**	**1,926**

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
23. Plant - electrical																
Maintain emergency diesel backup generator	6,742	-	-	-	7,176	-	-	-	7,798	-	-	-	8,474	-	-	-
Replace emergency diesel backup generator	36,300	36,300	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace switchboard	19,456	-	-	-	-	-	-	-	-	-	-	-	-	-	-	26,026
Replace light fittings and bollard lights	3,501	-	3,575	-	3,726	-	3,884	-	4,049	-	4,221	-	4,400	-	4,587	-
Maintain communications and data systems	2,541	-	-	-	-	2,761	-	-	-	-	3,064	-	-	-	-	3,399
Replace back up power control box	9,060	-	-	-	-	-	-	-	-	-	-	-	11,387	-	-	-
Sub Total (Incl. GST)		**36,300**	**3,575**	**0**	**10,902**	**2,761**	**3,884**	**0**	**11,847**	**0**	**7,285**	**0**	**24,261**	**0**	**4,587**	**29,425**
24. Plant - air-conditioning																
Replace air-conditioning units	60,000	60,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace air-conditioning units	26,400	-	26,954	27,520	28,098	28,688	29,291	29,906	30,534	31,175	31,830	32,498	33,181	33,878	34,589	35,315
Replace air-conditioning ductwork and brackets	4,079	-	4,165	-	4,341	-	4,526	-	4,718	-	4,918	-	5,127	-	5,344	-
Maintain or replace mechanical ventilation (roof mounted)	2,914	-	2,975	-	3,101	-	3,233	-	3,370	-	3,513	-	3,662	-	3,818	-
Maintain or replace mechanical ventilation (basement)	1,870	-	1,909	-	1,990	-	2,075	-	2,163	-	2,255	-	2,350	-	2,450	-
Replace other ventilation fans	670	-	684	-	713	-	743	-	775	-	808	-	842	-	878	-
Replace cooling tower	22,198	-	-	-	-	-	-	-	25,674	-	-	-	-	-	-	-
Maintain cooling tower motors	2,610	-	-	-	-	2,836	-	-	-	-	-	-	-	-	-	3,491
Maintain cooling tower ducting	362	-	-	377	-	-	402	-	-	427	-	-	455	-	-	484
Replace cooling tower pumps	3,047	-	-	-	-	3,311	-	-	-	-	-	-	-	-	-	4,076
Maintain anti-bacterial kit	425	-	-	443	-	-	472	-	-	502	-	-	534	-	-	569
Sub Total (Incl. GST)		**60,000**	**36,687**	**28,340**	**38,243**	**34,835**	**40,742**	**29,906**	**67,234**	**32,104**	**43,324**	**32,498**	**46,151**	**33,878**	**47,079**	**43,935**

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
25. Special works expenditures																
Water ingress expenses	120,000	120,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Water ingress expenses	88,000	-	89,848	91,735	93,661	95,628	97,636	99,687	101,780	103,917	106,100	108,328	110,603	112,925	115,297	117,718
Upgrade tower entry fountain	15,000	15,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unidentified works	47,300	47,300	48,293	49,307	50,343	51,400	52,480	53,582	54,707	55,856	57,029	58,226	59,449	60,697	61,972	63,273
Tower entry repaving	27,500	27,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Inner courtyard remaining areas repaving	225,000	225,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Gerrale Street entry repaving	114,000	114,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Low-rise retiling	46,000	46,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace inside spa and upgrade amenities	44,000	-	-	-	46,831	-	-	-	-	-	-	-	-	-	-	-
Upgrade security cameras and intercom	5,500	-	5,616	-	-	-	-	-	-	-	-	-	-	-	-	-
Upgrade security cameras and intercom	2,750	-	-	2,867	2,927	2,988	3,051	3,115	3,181	3,247	3,316	3,385	3,456	3,529	3,603	3,679
Remaining paint work by CPR	13,000	-	13,273	-	-	-	-	-	-	-	-	-	-	-	-	-
Remaining door signage by Jentech	3,300	-	3,369	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**594,800**	**160,399**	**143,909**	**193,762**	**150,016**	**153,167**	**156,384**	**159,668**	**163,020**	**166,445**	**169,939**	**173,508**	**177,151**	**180,872**	**184,670**
Grand Total (Incl. GST)		**743,100**	**455,657**	**444,110**	**300,727**	**249,444**	**419,730**	**226,820**	**1,050,583**	**519,971**	**807,184**	**203,248**	**436,054**	**236,284**	**390,380**	**888,418**
Contingency Allowance (Incl. GST)		**74,310**	**45,566**	**44,411**	**30,073**	**24,944**	**41,973**	**22,682**	**105,058**	**51,997**	**80,718**	**20,325**	**43,605**	**23,628**	**39,038**	**88,842**
Grand Total Expenses (Incl. Contingency Allowance and GST)		**817,410**	**501,223**	**488,521**	**330,800**	**274,388**	**461,703**	**249,502**	**1,155,641**	**571,968**	**887,902**	**223,573**	**479,659**	**259,912**	**429,418**	**977,260**

Building Data List from the Property Inspection for Cote D'Azur

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:-

'Items' – identifies and describes the maintenance item
'Qty' – lets you know the total quantity of that item
'Unit' – is the unit rate used to measure the quantity
'Rate' – is the cost of each unit in dollars
'Value' – is the quantity (Qty) multiplied by the Rate ($)
'Next Due' - is the remaining life in years until an item needs money spent on it.
'Total Life' - is the total life the item after it is replaced, repaired or repainted.
'Comments' – details any useful explanatory notes for the item.

Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
1. Building exterior							
Repaint building exterior	1	Item	644,837.00	644,837.00	8	8	Ongoing painting program
Maintain windows	105	Unit	53.16	5,582.00	3	3	Replace seals, mechanism repairs, locks
Maintain balcony doors	1	Item	3,533.86	3,534.00	3	3	Ongoing maintenance program
Maintain balustrades	1	Item	2,116.11	2,116.00	3	3	Repair as required
Maintain balcony and terrace floor tiles (total: 1380 m2) – 10%	138	m2	159.04	21,948.00	5	5	Replace as required
Building waterproofing maintenance	1	Item	1,155.00	1,155.00	3	3	Ongoing waterproofing management
Maintain common property electrical systems	105	Units	56.00	5,880.00	2	2	Fund for future building maintenance works
Plumbing and drainage maintenance	105	Units	82.00	8,610.00	2	2	For water, sewer and stormwater repairs and maintenance
General building maintenance	105	Units	95.00	9,975.00	2	2	Fund for future building maintenance works
2. Roof							
Maintain box gutters	1	Item	1,186.20	1,186.00	3	3	Repair as required
Maintain bituminous membrane (total: 1008 m2) - 10%	101	m2	42.85	4,328.00	3	3	Repair as required
Replace bituminous membrane	1,008	m2	394.70	397,858.00	10	20	Replace as required
Replace anchor points	2	Ea	542.70	1,085.00	2	2	Ongoing painting program
3. Main foyer - Tower							
Repaint walls	149	m2	22.50	3,353.00	8	8	Ongoing painting program
Repaint ceilings	68	m2	23.76	1,616.00	8	8	Ongoing painting program
Maintain front entry door	1	Item	174.16	174.00	2	2	
Maintain floor tiles (total: 42 m2) – 10%	4	m2	167.54	670.00	5	5	Replace as required
Replace carpet	1	Item	11,000.00	11,000.00	9	12	Replace as required
Replace furniture	1	Item	11,288.63	11,289.00	16	20	Replace as required

Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
4. Lobbies and hallways - Tower							
Repaint walls	1,370	m2	22.50	30,825.00	6	8	Ongoing painting program
Repaint ceilings	399	m2	23.76	9,480.00	6	8	Ongoing painting program
Repaint door face – one side including architraves	332	Ea	101.11	33,569.00	6	8	Ongoing painting program - includes service cabinet inside
Maintain floor tiles	1	m2	267.54	268.00	3	3	Replace as required
Replace carpet	399	m2	88.63	35,363.00	12	12	Replace as required
Replace ground floor carpet	1	Item	10,000.00	35,363.00	9	0	As requested by David Gourley
5. Stairwell - low rise x 4 entries							
Repaint walls	202	m2	22.50	4,545.00	7	8	Ongoing painting program
Repaint ceilings and undersides	78	m2	23.76	1,853.00	7	8	Ongoing painting program
Repaint door face – one side including architraves	28	Ea	101.11	2,831.00	7	8	Ongoing painting program - includes service cabinet inside
Maintain front entry door	3	Item	174.16	522.00	2	2	
Maintain floor tiles (total: 4 m2) – 10%	1	m2	267.54	268.00	5	5	Replace as required
Replace carpet	86	m2	88.63	7,622.00	12	12	Replace as required
Repaint balustrades	48	Lm	49.03	2,353.00	7	8	Ongoing painting program
Maintain balustrades (total: 48 Lm) - 10%	5	Lm	229.24	1,146.00	5	5	Replace as required
6. Toilet / change rooms							
Repaint walls	52	m2	22.50	1,170.00	6	8	Ongoing painting program
Repaint ceilings	24	m2	23.76	570.00	6	8	Ongoing painting program
Repaint door face – one side including architraves	6	Ea	101.11	607.00	6	8	Ongoing painting program
Maintain floor tiles (total: 24m2) – 10%	2	m2	267.54	535.00	5	5	Replace as required
Maintain toilet and cistern	1	Item	388.63	389.00	3	3	Replace as required
Maintain basin	1	Item	532.21	532.00	3	3	Repair as required
7. Garbage room / bin room							
Repaint walls	54	m2	22.83	1,233.00	6	8	Ongoing painting program
Maintain / repair garbage chute	1	Item	805.87	806.00	6	10	Maintain / repair as required
Maintain / repair garbage compactor	1	Item	1,190.53	1,191.00	5	5	Maintain / repair as required

Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
8. Vehicle accessways							
Driveway maintenance program	1	Item	727.75	728.00	2	2	Repair as required
Maintain stormwater drains and grates	1	Item	800.00	800.00	2	2	Ongoing maintenance program
Replace security gate	1	Item	4,370.72	4,371.00	10	30	Replace as required
Maintain gate and motor	1	Item	527.75	528.00	2	2	Replace as required
Replace electric gate motor	1	Ea	2,604.22	2,604.00	5	10	Replace as required
Maintain fire barrier gate and motor	3	Item	527.75	528.00	2	2	Replace as required
Replace electric gate motor	3	Ea	2,604.22	2,604.00	10	15	Replace as required
Repaint walls	72	m2	22.50	1,620.00	6	8	Ongoing painting program
Repaint door face – one side including architraves	8	Ea	101.11	809.00	6	8	Ongoing painting program - includes service cabinet inside
Replace curved stainless safety mirror	1	Ea	505.06	505.00	17	20	Replace as required
Replace garage doors	3	Ea	1,564.65	4,694.00	6	6	Replace as required
9. External walkways							
Walkway maintenance program	1	Item	416.65	417.00	5	5	Ongoing cleaning program
Maintain paving	1	Item	1,291.06	1,291.00	5	5	Replace as required
Repaint handrails	25	Lm	49.03	1,226.00	6	8	Ongoing painting program
Maintain balustrades (total: 25 Lm) – 10%	3	Lm	279.24	838.00	5	5	Repair as required
10. Barbeque area							
Surface cleaning program	1	Item	211.10	211.00	2	2	Ongoing cleaning program
Replace barbeque	2	Ea	1,577.10	3,154.00	6	16	Replace as required
Maintain floor tiles (total: 36 m2) – 10%	4	m2	267.54	1,070.00	5	5	Replace as required
11. Gymnasium							
Repaint ceilings	25	m2	23.76	594.00	6	8	Ongoing painting program
Repaint walls	51	m2	22.50	1,148.00	6	8	Ongoing painting program
Repaint door face – one side including architraves	1	Ea	101.11	101.00	6	8	Ongoing painting program
Replace blinds	1	Item	1,088.63	1,089.00	2	12	Replace as required
Repair or replace gymnasium equipment	1	Item	2,610.29	2,610.00	3	3	Replace machines as required on rotation
Replace rubber mats	25	m2	212.46	5,312.00	8	16	Standard colour 6.0mm thick rubber sports mats
12. Sauna							
Inspect and repair sauna heater	1	Item	624.07	624.00	2	2	Repair as required
Replace sauna heater	1	Item	3,676.29	3,676.00	6	15	Replace as required
Refurbish sauna structure	1	Item	6,930.49	6,930.00	6	15	Refurbish as required
Maintain floor tiles (total: 7 m2) - 10%	1	m2	240.66	241.00	5	5	Maintain / repair as required

Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
13. Swimming pool and spa area							
Maintain floor tiles	1	Item	1,167.54	1,168.00	5	5	Replace as required
Maintain pool fencing (total: 102 Lm)	10	Lm	133.55	1,336.00	5	5	Repair as required
Maintain gates	2	Ea	467.43	935.00	2	2	Repair as required
Replace pool and spa surface	180	m2	153.18	27,572.00	15	20	Replace as required - quotation required
Replace pool maintenance equipment	1	Item	485.64	486.00	3	3	Replace as required
Replace pump	3	Ea	1,685.54	5,057.00	2	8	Replace as required
Replace salt water chlorination unit	1	Ea	2,079.74	2,080.00	2	8	Replace as required
Replace sand filter	1	Ea	2,510.74	2,511.00	4	12	Replace as required
Replace cartridge filter	1	Ea	1,234.72	1,235.00	4	12	Replace as required
Replace cartridges inline filter	1	Ea	437.41	437.00	4	12	Replace as required
Replace spa pump	1	Ea	1,435.06	1,435.00	4	8	Replace as required
Replace spa heater	1	Ea	1,198.31	1,198.00	4	8	Replace as required
Replace spa blower	1	Ea	709.03	709.00	4	12	Replace as required
Replace pool furniture	1	Item	1,051.62	1,052.00	5	5	Replace as required
14. Spa room							
Repaint walls, benches and cupboards	30	m2	22.50	675.00	6	8	Ongoing painting program
Repaint ceilings	12	m2	23.76	285.00	6	8	Ongoing painting program
Repaint door face – one side including architraves	1	Ea	101.11	101.00	6	8	Ongoing painting program - includes service cabinet inside
Maintain glass / aluminium sliding door	1	Item	131.97	132.00	2	2	Repair as required
Maintain floor tiles	1	Item	267.54	268.00	5	5	Replace as required
Replace pump	1	Ea	988.63	989.00	6	12	Replace as required
Replace heater	1	Ea	3,687.65	3,688.00	7	15	Replace as required
15. Fixtures and fittings							
Maintain letterboxes	105	Units	5.38	565.00	3	3	Replace as required
Maintain common lighting	1	Item	425.73	426.00	3	3	Ongoing maintenance allowance
Replace fire doors, frames and hardware	3	Ea	2,837.72	8,513.00	3	3	Replace as required
Maintain security access system	1	Item	527.75	528.00	3	3	Replace as required
Maintain communications and data systems	1	Item	541.18	541.00	3	3	Ongoing maintenance program
Replace security cameras and recording devices	1	Item	2,183.41	2,183.00	3	3	Replace as required
16. Building signage							
Replace signage	1	Item	258.32	258.00	3	3	Replace existing or install new
17. Fence maintenance							
Maintain boundary fence	1	Item	2,342.49	2,342.00	4	4	Repair or replace as required
18. Walls							
Maintain rendered external brickwork	1	Item	3,566.26	3,566.00	4	4	Ongoing maintenance program

Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
19. Landscaping							
Prune trees	1	Item	1,583.25	1,583.00	3	3	Quotation required by garden contractor
Maintain gardens	1	Item	369.43	369.00	3	3	Upgrade as required
20. Fire equipment							
Maintain fire equipment	105	Units	82.66	8,679.00	5	5	Repair as required
Replace or upgrade fire control panel	1	Item	9,105.67	9,106.00	13	15	Replace as required
Replace or upgrade fire indicator panel	1	Item	9,105.67	9,106.00	13	15	Replace as required
Replace fire hose reels	2	Ea	734.52	1,469.00	13	15	Replace only if existing cannot be repaired
Replace fire extinguishers	2	Ea	182.12	364.00	4	4	Replace as required
Replace fire hydrant booster pump	2	Ea	1,456.91	2,914.00	5	10	Replace as required
Maintain fire pressurization system main fan	2	Ea	3,369.09	6,738.00	6	12	Repair as required
Maintain electric fire pumps	1	Item	312.71	313.00	2	2	Repair as required
Replace emergency electric fire pumps	1	Item	9,263.50	9,264.00	5	10	Repair or replace as required
Replace fire pump diesel	1	Item	10,352.22	10,352.00	7	15	Repair or replace as required
Maintain diesel fire pumps	1	Item	450.00	450.00	2	2	Ongoing maintenance program
Maintain fuel supply tank and fuel lines	1	Item	303.52	304.00	2	2	Repair as required
Replace hard wired smoke detectors	105	units	66.72	7,006.00	6	6	Includes panel update
Replace emergency lighting	1	Ea	3,570.62	3,571.00	2	2	Replace as required
Replace fire seals	1	Item	33,000.00	33,000.00	1	20	Replace as required
Replace sprinkler heads	1	Item	19,000.00	19,000.00	1	20	Replace as required
21. Lift							
Refurbish lift interior	1	Item	9,939.07	9,939.00	15	15	Refurbish as required - internals of the lift car
Refurbish lift	1	Ea	326,659.52	326,660.00	15	30	Replace as required - complete overhaul of running gear
Replace tower lift controllers	1	Item	196,000.00	196,000.00	2	26	As requested by David Gourley
Replace tower lift door equipment	1	Item	222,200.00	222,200.00	3	27	As requested by David Gourley
Replace tower lift machine	1	Item	187,000.00	187,000.00	9	32	As requested by David Gourley
22. Plant - water							
Replace sump pumps	2	Ea	2,338.13	4,676.00	6	12	Repair or replace as required
Replace sump pump control box	1	Item	658.73	659.00	11	20	Replace as required
Replace irrigation pump	1	Item	969.52	970.00	4	4	Replace as required
Replace water fountain pump	1	Item	651.24	651.00	3	3	Replace as required
Replace domestic water tank pumps	2	Ea	5,078.11	10,156.00	2	5	Replace as required
Replace domestic water jacking pumps	1	Item	4,188.60	4,189.00	4	4	Replace as required
Replace hot water circulation pump	1	Ea	789.16	789.00	3	3	Replace as required
Replace hot water system – 275L gas	2	Ea	1,566.17	3,132.00	9	15	Replace as required
Replace hot water system – instantaneous gas	1	Ea	1,329.42	1,329.00	6	13	Replace as required
Replace storage tank	1	Ea	2,063.96	2,064.00	6	13	Replace as required

Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
23. Plant - electrical							
Maintain emergency diesel backup generator	1	Item	6,742.43	6,742.00	4	4	Repair as required
Replace emergency diesel backup generator	1	Item	36,300.00	36,300.00	1	25	As requested by David Gourley
Replace switchboard	1	Item	19,455.55	19,456.00	15	35	Replace as required
Replace light fittings and bollard lights	1	Item	3,501.34	3,501.00	2	2	Replace as required
Maintain communications and data systems	1	Item	2,541.18	2,541.00	5	5	Ongoing maintenance program
Replace back up power control box	1	Item	9,059.87	9,060.00	12	15	Replace as required
24. Plant - air-conditioning							
Replace air-conditioning units	1	Item	60,000.00	60,000.00	1	0	Ongoing replacement program
Replace air-conditioning units	1	Item	26,400.00	26,400.00	2	1	Ongoing replacement program
Replace air-conditioning ductwork and brackets	15	Lm	271.96	4,079.00	2	2	Ongoing replacement program
Maintain or replace mechanical ventilation (roof mounted)	1	Ea	2,913.81	2,914.00	2	2	Repair or replace as required
Maintain or replace mechanical ventilation (basement)	1	Ea	1,869.70	1,870.00	2	2	Repair or replace as required
Replace other ventilation fans	1	Ea	669.70	670.00	2	2	Repair or replace as required
Replace cooling tower	1	Ea	22,197.62	22,198.00	8	30	Repair or replace as required
Maintain cooling tower motors	1	Ea	2,609.88	2,610.00	5	10	Repair or replace as required
Maintain cooling tower ducting	1	Item	362.13	362.00	3	3	Repair or replace as required
Replace cooling tower pumps	1	Ea	3,046.57	3,047.00	5	10	Repair or replace as required
Maintain anti-bacterial kit	1	Item	424.93	425.00	3	3	Ongoing maintenance program
25. Special works expenditures							
Water ingress expenses	1	Item	120,000.00	120,000.00	1	0	As requested by David Gourley
Water ingress expenses	1	Item	88,000.00	88,000.00	2	1	As requested by David Gourley
Upgrade tower entry fountain	1	Item	15,000.00	15,000.00	1	25	As requested by David Gourley
Unidentified works	1	Item	47,300.00	47,300.00	1	1	As requested by David Gourley
Tower entry repaving	1	Item	27,500.00	27,500.00	1	30	As requested by David Gourley
Inner courtyard remaining areas repaving	1	Item	225,000.00	225,000.00	1	30	As requested by David Gourley
Gerrale Street entry repaving	1	Item	114,000.00	114,000.00	1	30	As requested by David Gourley
Low-rise retiling	1	Item	46,000.00	46,000.00	1	15	As requested by David Gourley
Replace inside spa and upgrade amenities	1	Item	44,000.00	44,000.00	4	25	Repair or replace as required
Upgrade security cameras and intercom	1	Item	5,500.00	5,500.00	2	0	Repair or replace as required
Upgrade security cameras and intercom	1	Item	2,750.00	2,750.00	3	1	Repair or replace as required
Remaining paint work by CPR	1	Item	13,000.00	13,000.00	2	0	Repair or replace as required
Remaining door signage by Jentech	1	Item	3,300.00	3,300.00	2	0	Repair or replace as required

BUILDING PHOTOS

Item Group	Photo
Building exterior	
Roof	
Main foyer - Tower	
Lobbies and hallways - Tower	

Item Group	Photo
Stairwell - low rise x 4 entries	
Vehicle accessways	
External walkways	
Barbeque area	

Item Group	Photo
Gymnasium	
Sauna	
Swimming pool and Spa area	
Spa room	

Item Group	Photo
Fixtures and Fittings	

Inspector's Report for Cote D'Azur

1. We have recommended that the balance of the Capital Works be allowed to increase over the length of this report, leading to a significant balance in the later years. It is necessary to allow a larger balance over time to offset the effects of inflation on building material and labour costs and to ensure that adequate funds are available to provide for major works, which frequently become necessary as the building ages but which cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that building construction and maintenance costs will increase by fifty percent every fifteen years. This recommendation will be reviewed each time this report is updated, in light of price levels and the state of the building at the time of each update.

2. IMPORTANT NOTES ABOUT PAINTING: Painting a building serves two main purposes: improving the appearance of the building; and protecting the painted surface. From a maintenance point of view, this second purpose is more important. By sealing the surface, paint protects the building from damage caused by water, salt or air pollutants. Although most paints will hold their appearance for at least ten years, before cracking or peeling occurs, they become porous and lose their protective abilities well before this point. As such, we recommend that surfaces are repainted more frequently.

High-quality elastomeric paints, when properly applied, can achieve longer-lasting results, however the higher cost of this paint, lower spread rates and higher labour costs associated with this work tends to increase painting cost by approximately 50%, and so has not been included in this forecast.

Washing or pressure cleaning a painted surface can significantly diminish its function as a protective coating. If the surface is not repainted after the timeframe recommended above it will become more vulnerable to water, salt and/or pollutants. The resulting damage can considerably increase the cost of surface preparation before future repainting and, in extreme cases lead to concrete cancer, requiring major repairs.

3. Actual painting quotations can vary to our painting cost estimates due to colour selection changes (i.e.: changing from light to dark or dark to light that may require multiple coats). Often over product specification that includes either an impact membrane or 3 coat system can add up to 15-20% to the painting per square metre rate.

4. The maintenance of fences between properties is regulated under the Dividing Fences Act 1991, which states that neighbours have equal responsibility for dividing fences. As such, we have applied a fifty percent rate to all maintenance work on these fences in this report.

5. An allowance has been made for the cleaning and maintenance of the driveway. Cleaning may be carried out using high pressure water or a chemical wash, however the Owners Corporation should take care to abide by water-use restrictions when doing so.

6. As the property is in a salt air environment it is most important that the Owners Corporation closely monitor the state of repair of the building. Even limited exposure to salt air can shorten the effective lives of many items and can lead to unpredictable wear and tear on a wide range of surfaces and materials. Any signs of corrosion or deterioration should be assessed for repair as swiftly as possible, and repairs undertaken accordingly.

7. We have allocated funds for the common issues where waterproofing fails and needs reinforcing.

8. An allowance for general building maintenance and repairs was added for future works.

9. We have made an allowance for the ongoing maintenance of electrical board and equipment.

10. An allowance for plumbing and drainage maintenance was included for the complex.

11. Monies were budgeted for the maintenance and replacement of window parts on the complex.

12. Money allocated for scaffold can be used for other access equipment e.g. abseiling teams, boomlift, cherrypicker.

13. The membrane on the roof needs regular maintenance and a total replacement over time which has been included in this report.

14. Money was allocated to the maintenance of driveway / car park entry gates and the replacement of electric gate motors over time.

15. A walkway maintenance program was included for repairs and maintenance to the external common area walkways and stairways.

16. Monies were budgeted for the maintenance of the common area gardens, landscaping and tree pruning.

17. Maintenance of fire equipment was included in this report.

18. Lift maintenance has been included in this report.

19. As advised, the opening balance includes $250,000 from the Admin Fund, which was deposited into the Capital Works Fund.

Report Notes

Capital Works Fund Plan (NSW)

This forecast satisfies the current requirements of section 80 of the Strata Schemes Management Act 2015, which states:

80 Owners corporation to prepare 10-year capital works fund plan

(1) *An owners corporation is to prepare a plan of anticipated major expenditure to be met from the capital works fund for a 10-year period commencing on the first annual general meeting of the owners corporation.*
(2) *An owners corporation is to prepare a plan for each 10-year period following the 10-year period to which the first plan applied. The plan is to be prepared for the annual general meeting at which the period covered by the previous plan expires.*
(3) *An owners corporation may, by resolution at a general meeting, review, revise or replace a 10-year plan prepared under this section and must review the plan at least once every 5 years.*
(4) *A plan under this section is to include the following:*
  (a) *details of proposed work or maintenance,*
  (b) *the timing and anticipated costs of any proposed work,*
  (c) *the source of funding for any proposed work,*
  (d) *any other matter the owners corporation thinks fit,*
  (e) *any other matter prescribed by the regulations for the purposes of this section.*
(5) *A plan under this section is to be finalised by the end of the next annual general meeting of the owners corporation after the annual general meeting for which the plan is prepared.*
(6) *An owners corporation may engage expert assistance in the preparation of a plan under this section.*
(7) *An owners corporation is, so far as practicable (and subject to any adjustment under this section), to implement each plan prepared under this section.*

A Capital Works Fund is established pursuant to section 74 of the Strata Schemes Management Act 2015, which states:

74 Capital works fund

(1) ***Establishment of fund***
An owners corporation must establish a capital works fund.
(2) ***Amounts payable to fund***
An owners corporation must pay the following amounts into the capital works fund:
  (a) *the contributions levied on, and paid by, owners for payment into the fund,*
  (b) *any amounts paid to the owners corporation by way of discharge of insurance claims, unless paid into the administrative fund,*
  (c) *any amounts paid to the owners corporation under Part 11,*
  (d) *any amount received by the owners corporation that is not required or permitted to be paid into the administrative fund,*
  (e) *the proceeds of any investment of the fund.*
(3) *An owners corporation may also pay the following amounts into the capital works fund:*
  (a) *any income of the owners corporation,*
  (b) *any amount that may be, but is not required to be, paid into the fund under this Act.*
(4) ***Amounts payable from fund***
An owners corporation may pay money from its capital works fund only for the following purposes:
  (a) *payments of the kind for which estimates have been made under section 79 (2),*
  (b) *payments made in accordance with this Division on a distribution of a surplus in the fund,*
  (c) *payments of amounts for the purposes of Part 11,*
  (d) *the transfer of money to the administrative fund or to pay expenditure that should have been paid from the administrative fund.*
(5) ***Exemption***
An owners corporation for a strata scheme comprising 2 lots need not establish a capital works fund if:
  (a) *the owners corporation so determines by unanimous resolution, and*
  (b) *the buildings comprised in one of those lots are physically detached from the buildings comprised in the other lot, and*
  (c) *no building or part of a building in the strata scheme is situated outside those lots.*

THIS REPORT DEALS WITH THE CAPITAL WORKS FUND PLAN.

Implementation - It is the responsibility of the Strata Committee and the Owners Corporation to implement this plan so far as is practicable.

Interaction with Capital Works Fund - The source of funding for all proposed work or maintenance is presumed to be the capital works fund. No allowance has been made for proposed work or maintenance that is funded by means other than the capital works fund.

Figures used and updates - The figures used in the forecast are typical for this type of building and normal usage. The Strata Committee has some flexibility to make minor adjustments to the timing of any proposed work. More major adjustments to the timing of work may require an ordinary resolution of the Strata Committee, or complete revision of the Plan. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

Contingency - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

Interest, Taxation and Inflation - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Owners Corporation is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

Administration Fund - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

Items with Indefinite Lives - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Strata Committee); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

Improvements - The Strata Committee may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items.

Defects - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

Ongoing Maintenance Programs - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the owners and the Strata Committee. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- Usage.
- Accidental damage to floor tiles, which may or may not be still available or in stock.
- Fences can be maintained and replaced gradually or all at once.
- Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

Safety - The inspection does not cover safety issues.

Lifts - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Strata Committee Committee/Representative.

Fire Maintenance – We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Strata Committee/Representative.

Window Safety Device – It is mandatory to install a safety device/ lock that restricts the opening of an openable window to less than 12.5cm. The device must be able to withstand a specific outward pushing force. All windows in

every apartment building above a certain height must comply. (Section 118 Strata Schemes Management Act 2015; section 30 Strata Schemes Management Regulation 2016). An allowance has been made for the installation of these devices. Contact our office should you require a quotation to install these devices.

Other Matters - Unless otherwise included, this report does not include matters that are not anticipated major expenditures to be met from the capital works fund.

Updates **-** The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

Supply terms and conditions - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website www.solutionsinengineering.com

Please read the information and the notes on the Inspector's report to gain the most from this report.

STM Building Smarter Communities
STRATA TITLE MANAGEMENT

SYDNEY CBD
NORTHERN SYDNEY
SOUTHERN SYDNEY
WOLLONGONG

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Liability limited by a scheme approved under Professional Standards Legislation

Strata Plan No. 50785

1 McDonald Street Cronulla 2230

PROPOSED ANNUAL BUDGET

	ACTUAL 01/03/23-29/02/24	BUDGET 01/03/23-29/02/24	BUDGET 01/03/24-28/02/25
ADMINISTRATIVE FUND			
INCOME			
Admin Levy Income	678,888.98	678,889.00	694,000.35
Admin Levy Income Discount	(62,156.87)	(67,889.00)	(69,400.04)
Interest-Investments	1,240.79	0.00	1,250.00
Exclusive Use	38,707.27	37,500.00	38,700.00
Interest On Overdue Levies	1,256.77	0.00	0.00
Insurance Claims Sp	5,792.40	0.00	0.00
Key Deposits	2,432.73	0.00	0.00
Miscellaneous Income--Admin	500.00	0.00	0.00
Recovery--Owner	743.83	0.00	0.00
Rental Income	11,809.03	11,750.00	11,800.00
TOTAL ADMIN FUND INCOME	**679,214.93**	**660,250.00**	**676,350.31**
EXPENDITURE - ADMIN FUND			
Accounting	4,297.92	4,500.00	4,300.00
Audit And Taxation Services	2,360.03	2,500.00	2,500.00
Bank Charges	40.40	50.00	50.00
Consultants	0.00	35,000.00	20,000.00
Insurance-Excesses	2,592.40	10,000.00	3,000.00
Insurance-Premiums	118,494.80	130,000.00	142,000.00
Insurance-Valuation	800.00	0.00	0.00
Legal Fees	1,057.48	10,000.00	5,000.00
Legislative Report	612.00	0.00	612.00
Maint-Aircon	1,635.46	1,000.00	2,000.00
Maint-Aircon-Water Treatment	6,958.35	10,000.00	8,000.00
Maint-Cleaning	140,629.00	140,000.00	148,000.00
Maint-Cleaning-Carpet/Furn	3,580.00	3,000.00	4,000.00
Maint-Cleaning-Other	1,819.37	2,000.00	2,000.00
Maint-Compactor	4,667.13	2,500.00	2,500.00
Maint-Doors & Windows	6,941.87	7,000.00	7,000.00
Maint-Electrical	17,455.68	8,000.00	8,000.00
Maint-Electrical Lamps & Tubes	0.00	4,000.00	2,000.00
Maint-Fire Prtcn-Contract	18,688.05	9,500.00	19,000.00
Maint-Fire Prtcn-Monitoring	5,071.25	7,500.00	6,000.00
Maint-Fire Prtcn-Repairs	46,063.00	30,000.00	30,000.00
Maint-Garage Doors	2,684.64	4,000.00	3,000.00

STM Building Smarter Communities
STRATA TITLE MANAGEMENT

SYDNEY CBD
NORTHERN SYDNEY
SOUTHERN SYDNEY
WOLLONGONG

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1 McDonald Street Cronulla 2230

PROPOSED ANNUAL BUDGET

	ACTUAL 01/03/23-29/02/24	BUDGET 01/03/23-29/02/24	BUDGET 01/03/24-28/02/25
Maint-Garbage Bins/Bags	550.00	0.00	550.00
Maint-General Repairs	2,464.06	15,000.00	10,000.00
Maint-Gym Equipment	235.27	2,000.00	1,000.00
Maint-Hardware/Consumables	111.87	0.00	200.00
Maint-Hire/Lease Of Equipment	3,984.33	0.00	4,000.00
Maint-Hot Water Service	2,189.00	2,000.00	2,300.00
Maint-Insurance Repairs	5,792.40	0.00	0.00
Maint-Intercom	2,140.00	1,000.00	1,000.00
Maint-Lawns & Gardening	32,762.80	32,000.00	34,000.00
Maint-Lift-Maint Contract	20,057.97	20,000.00	21,000.00
Maint-Lift-Registration Fees	87.00	100.00	100.00
Maint-Lift-Servicing/Repair	0.00	2,000.00	2,000.00
Maint-Lift-Telephone	300.00	300.00	300.00
Maint-Locks, Keys & Card Keys	2,203.32	1,000.00	1,000.00
Maint-Painting & Sfce Finishes	1,618.18	0.00	2,000.00
Maint-Pest/Vermin Control	1,710.00	2,000.00	2,000.00
Maint-Plumbing & Drainage	5,974.26	7,000.00	7,000.00
Maint-Pool Consumables	1,906.49	11,000.00	2,500.00
Maint-Pool Repairs	322.00	1,500.00	1,500.00
Maint-Pumps	0.00	6,000.00	3,000.00
Maint-Security Equipment	3,180.00	10,000.00	5,000.00
Maint-Tv Antenna & Cables	0.00	1,500.00	1,000.00
Management Fees	20,500.08	21,500.00	24,500.00
Mgmt - Non Routine Services	8,385.67	6,000.00	6,000.00
Oh & S Compliance	0.00	1,000.00	1,000.00
Mgmt - Print/Postage/General	7,378.33	4,000.00	7,500.00
Search And Certificates	277.99	0.00	0.00
Sundry	73.98	3,000.00	1,000.00
Telephone/Email/Fax	1,175.22	2,000.00	2,000.00
Telephone - Mgmt	0.00	50.00	0.00
Trades Compliance	240.00	240.00	240.00
Utility-Electricity	93,572.30	110,000.00	95,000.00
Utility-Gas	7,150.70	9,000.00	7,300.00
Utility-Rubbish Removal	0.00	200.00	200.00
Utility-Water & Sewerage	44,390.79	50,000.00	46,000.00
TOTAL ADMIN EXPENDITURE	**657,182.84**	**741,940.00**	**711,152.00**
SURPLUS/DEFICIT	**$ 22,032.09**	**$ (81,690.00)**	**$ (34,801.69)**

STM Building Smarter Communities
STRATA TITLE MANAGEMENT

SYDNEY CBD
NORTHERN SYDNEY
SOUTHERN SYDNEY
WOLLONGONG

PROFESSIONAL STRATA MANAGER
Strata Community Association (NSW)

ABN 43 119 665 762, ABN 16 121 980 103
+61 2 9266 2600
PO Box 56, Sutherland NSW 1499
STRATATITLE.COM.AU

Liability limited by a scheme approved
under Professional Standards Legislation

Strata Plan No. 50785

1 McDonald Street Cronulla 2230

PROPOSED ANNUAL BUDGET

	ACTUAL 01/03/23-29/02/24	BUDGET 01/03/23-29/02/24	BUDGET 01/03/24-28/02/25
Opening Admin Balance	192,093.93	192,093.93	214,126.02
ADMINISTRATIVE FUND BALANCE	**$ 214,126.02**	**$ 110,403.93**	**$ 179,324.33**
NUMBER OF UNITS OF ENTITLEMENT:	0.00	10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:	0.00	$ 67.888900	$ 69.400035
DISCOUNT PER UNIT OF ENTITLEMENT:	0.00	$ 6.788900	$ 6.940004
NET PER UNIT OF ENTITLEMENT:	0.00	$ 61.100000	$ 62.460031

Breakdown of Capital Works - General Replacement Expenditure:

General Replacement $106,965 **
Additional Water Ingress allowance $46,830 **
Replace Lift Controllers $200,116
Water Ingress Remediation $1,861,558
Low rise re-tiling $46,000
Unidentified works $50,343 **

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1 McDonald Street Cronulla 2230

PROPOSED ANNUAL BUDGET

	ACTUAL 01/03/23-29/02/24	BUDGET 01/03/23-29/02/24	BUDGET 01/03/24-28/02/25
CAPITAL WORKS FUND			
INCOME			
Capital Works Levy Income	523,565.97	523,566.00	602,100.87
Cw Fund Levy Income Discount	(46,947.74)	(52,356.00)	(60,210.09)
Capital Works Special Income	0.00	0.00	727,272.87
Interest-Investments	28,204.41	10,000.00	10,000.00
Refund--Income Tax	0.00	3,500.00	0.00
TOTAL CAPITAL WORKS INCOME	**504,822.64**	**484,710.00**	**1,279,163.65**
EXPENDITURE - CAPITAL WORKS			
Income Tax	8,354.53	0.00	8,500.00
Aircon	7,544.50	0.00	0.00
Carpets & Stairs Replace	1,589.09	0.00	0.00
Consultants	74,384.59	0.00	18,000.00
General Replacement	142,677.27	903,496.00	2,080,630.80
Pool	16,200.00	0.00	0.00
TOTAL CAP. WORKS EXPENDITURE	**250,749.98**	**903,496.00**	**2,107,130.80**
SURPLUS/DEFICIT	**$ 254,072.66**	**$ (418,786.00)**	**$ (827,967.15)**
Opening Capital Works Balance	931,172.01	931,172.01	1,185,244.67
CAPITAL WORKS FUND BALANCE	**$ 1,185,244.67**	**$ 512,386.01**	**$ 357,277.52**
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		$ 52.356600	$ 60.210087
DISCOUNT PER UNIT OF ENTITLEMENT:		$ 5.235600	$ 6.021009
NET PER UNIT OF ENTITLEMENT:		$ 47.121000	$ 54.189078

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Strata Plan No. 50785

LOT BUDGET SUMMARY

28/02/2025

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

			Administrative Fund			Capital Works Fund			
Lot No	Unit No	Entitlement	Gross	Discount	Net	Gross	Discount	Net	Net Total
1	R1	78	1,488.63	148.86	1,339.77	1,291.51	129.15	1,162.36	2,502.13
2	Shop4	85	1,622.23	162.22	1,460.01	1,407.41	140.74	1,266.67	2,726.68
3	Shop3	95	1,813.08	181.31	1,631.77	1,572.99	157.30	1,415.69	3,047.46
4	Shop2	91	1,736.74	173.67	1,563.07	1,506.76	150.68	1,356.08	2,919.15
5	Shop1	96	1,832.16	183.22	1,648.94	1,589.55	158.95	1,430.60	3,079.54
6	A1	73	1,393.21	139.32	1,253.89	1,208.72	120.87	1,087.85	2,341.74
7	A2	74	1,412.29	141.23	1,271.06	1,225.28	122.53	1,102.75	2,373.81
8	A3	74	1,412.29	141.23	1,271.06	1,225.28	122.53	1,102.75	2,373.81
9	A4	74	1,412.29	141.23	1,271.06	1,225.28	122.53	1,102.75	2,373.81
10	A5	74	1,412.29	141.23	1,271.06	1,225.28	122.53	1,102.75	2,373.81
11	A6	73	1,393.21	139.32	1,253.89	1,208.72	120.87	1,087.85	2,341.74
12	R2	125	2,385.63	238.56	2,147.07	2,069.72	206.97	1,862.75	4,009.82
13	B13	44	839.74	83.97	755.77	728.54	72.85	655.69	1,411.46
14	B14	44	839.74	83.97	755.77	728.54	72.85	655.69	1,411.46
15	A7	75	1,431.38	143.14	1,288.24	1,241.83	124.18	1,117.65	2,405.89
16	A8	78	1,488.63	148.86	1,339.77	1,291.51	129.15	1,162.36	2,502.13
17	A9	78	1,488.63	148.86	1,339.77	1,291.51	129.15	1,162.36	2,502.13
18	A10	79	1,507.72	150.77	1,356.95	1,308.06	130.81	1,177.25	2,534.20
19	A11	78	1,488.63	148.86	1,339.77	1,291.51	129.15	1,162.36	2,502.13
20	A12	76	1,450.46	145.05	1,305.41	1,258.39	125.84	1,132.55	2,437.96
21	R3	112	2,137.52	213.75	1,923.77	1,854.47	185.45	1,669.02	3,592.79
22	B15	49	935.17	93.52	841.65	811.33	81.13	730.20	1,571.85
23	B16	50	954.25	95.43	858.82	827.89	82.79	745.10	1,603.92
24	B17	50	954.25	95.43	858.82	827.89	82.79	745.10	1,603.92
25	B18	50	954.25	95.43	858.82	827.89	82.79	745.10	1,603.92
26	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	C1	90	1,717.65	171.77	1,545.88	1,490.20	149.02	1,341.18	2,887.06
30	C2	53	1,011.51	101.15	910.36	877.56	87.76	789.80	1,700.16
31	C3	86	1,641.31	164.13	1,477.18	1,423.97	142.40	1,281.57	2,758.75
32	C4	88	1,679.48	167.95	1,511.53	1,457.08	145.71	1,311.37	2,822.90
33	C5	81	1,545.89	154.59	1,391.30	1,341.18	134.12	1,207.06	2,598.36
34	C6	75	1,431.38	143.14	1,288.24	1,241.83	124.18	1,117.65	2,405.89
35	C7	84	1,603.14	160.31	1,442.83	1,390.85	139.09	1,251.76	2,694.59
36	C8	71	1,355.04	135.50	1,219.54	1,175.60	117.56	1,058.04	2,277.58
37	C9	82	1,564.97	156.50	1,408.47	1,357.74	135.77	1,221.97	2,630.44
38	C10	59	1,126.02	112.60	1,013.42	976.91	97.69	879.22	1,892.64
39	C11	60	1,145.10	114.51	1,030.59	993.47	99.35	894.12	1,924.71
40	C12	65	1,240.53	124.05	1,116.48	1,076.26	107.63	968.63	2,085.11
41	C13	65	1,240.53	124.05	1,116.48	1,076.26	107.63	968.63	2,085.11
42	C14	70	1,335.95	133.60	1,202.35	1,159.04	115.90	1,043.14	2,245.49
43	C15	90	1,717.65	171.77	1,545.88	1,490.20	149.02	1,341.18	2,887.06
44	C16	76	1,450.46	145.05	1,305.41	1,258.39	125.84	1,132.55	2,437.96
45	C17	85	1,622.23	162.22	1,460.01	1,407.41	140.74	1,266.67	2,726.68
46	C18	61	1,164.19	116.42	1,047.77	1,010.02	101.00	909.02	1,956.79
47	C19	66	1,259.61	125.96	1,133.65	1,092.81	109.28	983.53	2,117.18
	Totals:		**$62,637.06**	**$6,263.71**	**$56,373.35**	**$54,342.64**	**$5,434.27**	**$48,908.37**	**$105,281.72**

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Strata Plan No. 50785

LOT BUDGET SUMMARY

28/02/2025

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

			Administrative Fund			Capital Works Fund			
Lot No	Unit No	Entitlement	Gross	Discount	Net	Gross	Discount	Net	Net Total
48	C20	69	1,316.87	131.69	1,185.18	1,142.49	114.25	1,028.24	2,213.42
49	C21	68	1,297.78	129.78	1,168.00	1,125.93	112.59	1,013.34	2,181.34
50	C22	75	1,431.38	143.14	1,288.24	1,241.83	124.18	1,117.65	2,405.89
51	C23	100	1,908.50	190.85	1,717.65	1,655.78	165.58	1,490.20	3,207.85
52	C24	84	1,603.14	160.31	1,442.83	1,390.85	139.09	1,251.76	2,694.59
53	C25	92	1,755.82	175.58	1,580.24	1,523.32	152.33	1,370.99	2,951.23
54	C26	72	1,374.12	137.41	1,236.71	1,192.16	119.22	1,072.94	2,309.65
55	C27	64	1,221.44	122.14	1,099.30	1,059.70	105.97	953.73	2,053.03
56	C28	68	1,297.78	129.78	1,168.00	1,125.93	112.59	1,013.34	2,181.34
57	C29	64	1,221.44	122.14	1,099.30	1,059.70	105.97	953.73	2,053.03
58	C30	75	1,431.38	143.14	1,288.24	1,241.83	124.18	1,117.65	2,405.89
59	C31	110	2,099.35	209.94	1,889.41	1,821.36	182.14	1,639.22	3,528.63
60	C32	92	1,755.82	175.58	1,580.24	1,523.32	152.33	1,370.99	2,951.23
61	C33	100	1,908.50	190.85	1,717.65	1,655.78	165.58	1,490.20	3,207.85
62	C34	71	1,355.04	135.50	1,219.54	1,175.60	117.56	1,058.04	2,277.58
63	C35	66	1,259.61	125.96	1,133.65	1,092.81	109.28	983.53	2,117.18
64	C36	70	1,335.95	133.60	1,202.35	1,159.04	115.90	1,043.14	2,245.49
65	C37	72	1,374.12	137.41	1,236.71	1,192.16	119.22	1,072.94	2,309.65
66	C38	88	1,679.48	167.95	1,511.53	1,457.08	145.71	1,311.37	2,822.90
67	C39	115	2,194.78	219.48	1,975.30	1,904.14	190.41	1,713.73	3,689.03
68	C40	96	1,832.16	183.22	1,648.94	1,589.55	158.95	1,430.60	3,079.54
69	C41	105	2,003.93	200.39	1,803.54	1,738.57	173.86	1,564.71	3,368.25
70	C42	76	1,450.46	145.05	1,305.41	1,258.39	125.84	1,132.55	2,437.96
71	C43	72	1,374.12	137.41	1,236.71	1,192.16	119.22	1,072.94	2,309.65
72	C44	73	1,393.21	139.32	1,253.89	1,208.72	120.87	1,087.85	2,341.74
73	C45	74	1,412.29	141.23	1,271.06	1,225.28	122.53	1,102.75	2,373.81
74	C46	90	1,717.65	171.77	1,545.88	1,490.20	149.02	1,341.18	2,887.06
75	C47	120	2,290.20	229.02	2,061.18	1,986.93	198.69	1,788.24	3,849.42
76	C48	116	2,213.86	221.39	1,992.47	1,920.70	192.07	1,728.63	3,721.10
77	C49	115	2,194.78	219.48	1,975.30	1,904.14	190.41	1,713.73	3,689.03
78	C50	90	1,717.65	171.77	1,545.88	1,490.20	149.02	1,341.18	2,887.06
79	C51	74	1,412.29	141.23	1,271.06	1,225.28	122.53	1,102.75	2,373.81
80	C52	71	1,355.04	135.50	1,219.54	1,175.60	117.56	1,058.04	2,277.58
81	C53	77	1,469.55	146.95	1,322.60	1,274.95	127.49	1,147.46	2,470.06
82	C54	95	1,813.08	181.31	1,631.77	1,572.99	157.30	1,415.69	3,047.46
83	C55	135	2,576.48	257.65	2,318.83	2,235.30	223.53	2,011.77	4,330.60
84	C56	129	2,461.97	246.20	2,215.77	2,135.95	213.60	1,922.35	4,138.12
85	C57	143	2,729.16	272.92	2,456.24	2,367.76	236.78	2,130.98	4,587.22
86	C58	100	1,908.50	190.85	1,717.65	1,655.78	165.58	1,490.20	3,207.85
87	C59	86	1,641.31	164.13	1,477.18	1,423.97	142.40	1,281.57	2,758.75
88	C60	86	1,641.31	164.13	1,477.18	1,423.97	142.40	1,281.57	2,758.75
89	C61	198	3,778.83	377.88	3,400.95	3,278.44	327.84	2,950.60	6,351.55
90	C62	155	2,958.18	295.82	2,662.36	2,566.45	256.65	2,309.80	4,972.16
91	C63	138	2,633.73	263.37	2,370.36	2,284.97	228.50	2,056.47	4,426.83
92	C64	155	2,958.18	295.82	2,662.36	2,566.45	256.65	2,309.80	4,972.16
93	C65	154	2,939.09	293.91	2,645.18	2,549.90	254.99	2,294.91	4,940.09
94	C66	141	2,690.99	269.10	2,421.89	2,334.65	233.46	2,101.19	4,523.08
	Totals:		**$150,027.36**	**$15,002.76**	**$135,024.60**	**$130,160.70**	**$13,016.09**	**$117,144.61**	**$252,169.21**

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Strata Plan No. 50785

LOT BUDGET SUMMARY

28/02/2025

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

			Administrative Fund			Capital Works Fund			
Lot No	Unit No	Entitlement	Gross	Discount	Net	Gross	Discount	Net	Net Total
95	C67	141	2,690.99	269.10	2,421.89	2,334.65	233.46	2,101.19	4,523.08
96	C68	151	2,881.84	288.18	2,593.66	2,500.22	250.02	2,250.20	4,843.86
97	C69	165	3,149.03	314.90	2,834.13	2,732.03	273.20	2,458.83	5,292.96
98	C70	146	2,786.41	278.64	2,507.77	2,417.43	241.74	2,175.69	4,683.46
99	C71	165	3,149.03	314.90	2,834.13	2,732.03	273.20	2,458.83	5,292.96
100	C72	155	2,958.18	295.82	2,662.36	2,566.45	256.65	2,309.80	4,972.16
101	C73	143	2,729.16	272.92	2,456.24	2,367.76	236.78	2,130.98	4,587.22
102	C74	143	2,729.16	272.92	2,456.24	2,367.76	236.78	2,130.98	4,587.22
103	C75	161	3,072.69	307.27	2,765.42	2,665.80	266.58	2,399.22	5,164.64
104	C76	378	7,214.13	721.41	6,492.72	6,258.84	625.88	5,632.96	12,125.68
105	C77	391	7,462.24	746.22	6,716.02	6,474.09	647.41	5,826.68	12,542.70
	Total		**$190,850.22**	**$19,085.04**	**$171,765.18**	**$165,577.76**	**$16,557.79**	**$149,019.97**	**$320,785.15**

	Totals:		**$190,850.22**	**$19,085.04**	**$171,765.18**	**$165,577.76**	**$16,557.79**	**$149,019.97**	**$320,785.15**

Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0000022536
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	11/12/2023 to 11/12/2024 at 4:00pm
The Insured	THE OWNERS - STRATA PLAN 50785 & 52079
Situation	1-3 MCDONALD STREET CRONULLA NSW 2230

Policies Selected

Policy 1 – Insured Property
Building: $109,462,500
Common Area Contents: $1,094,625
Loss of Rent & Temporary Accommodation (total payable): $16,419,375

Policy 2 – Liability to Others
Sum Insured: $20,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $100,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $10,000,000

Policy 6 – Machinery Breakdown
Sum Insured: $100,000

Policy 7 – Catastrophe Insurance
Sum Insured: $16,419,375
Extended Cover - Loss of Rent & Temporary Accommodation: $2,462,906
Escalation in Cost of Temporary Accommodation: $820,968
Cost of Removal, Storage and Evacuation: $820,968

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

Flood Cover is included.

Date Printed 01/12/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



Financial Services Guide

Authorised Representatives

Strata Title Management

This Financial Services Guide (FSG) is designed to assist you in deciding whether to use any of the services offered by BCB and our Authorised Representative. It contains information about:

- the financial services BCB and our Authorised Representative can offer you;
- how BCB and our Authorised Representative are remunerated in relation to those services; and
- how you can make a complaint.

About BCB

Body Corporate Brokers Pty Ltd ABN 95 002 809 298 (BCB) holds an Australian Financial Services License (AFSL No.244 529) to provide advice on and deal in general insurance products. We specialise as strata insurance brokers.

BCB is a member of the National Insurance Brokers Association and subscribes to the Insurance Brokers' Code of Practice.

The contact details for BCB and our Authorised Representative are on the last page.

BCB's own insurance policies

We maintain a Professional Indemnity Policy (PI Policy) which satisfies the requirements for compensation arrangements under Section 912B of the Corporations Act 2001 (Cth).

About our Authorised Representative

BCB has appointed your Strata Manager, Residential Manager, Owners Corporation Manager or Body Corporate Manager as an Authorised Representative to act on BCB's behalf (Authorised Representative).

STM | Building Smarter Communities

BCB Strata Insurance Brokers

The Authorised Representative is part of the Smarter Communities Limited ABN 25 065 006 859 (SC) group of companies.

Our services

Our Authorised Representative can assist you to obtain insurance to protect your assets and minimise your liabilities to comply with the Body Corporate, Strata and Community Title laws in your State or Territory.

Our Authorised Representative can give you information and help in arranging or renewing your Strata, Community Title or other related insurance policies.

Our Authorised Representative is authorised to provide **general advice** only. General advice is a recommendation or opinion about an insurance product that does not take into account your objectives, financial situation or needs.

If you need personal advice about your insurance requirements, you should contact BCB.

Personal advice is advice that takes into account any one or more of your objectives, financial situation and needs. We will give you a document setting out our a dvice, the details of remuneration (including commission) and information on any associations or other interests which might reasonably have influenced us in giving our advice.

Our Authorised Representative is not authorised to provide you with Personal Advice under our arrangement with it.

If either BCB or our Authorised Representative offer to arrange a general insurance product for you, we will provide you with a Product Disclosure Statement (PDS). You should carefully read the PDS to decide if the product features suit your objectives, financial situation and needs before making a decision about the insurance product.

Who we act for

BCB acts on your behalf when we advise on and arrange insurance for you. When you ask us to recommend an insurance policy for you, we will only consider the policies offered by the insurers we deal with.

Remuneration and other benefits

BCB is paid commission by insurers when we arrange a general insurance product for you. The amount of the commission is a range from 0% to 20 % of the base premium (excluding government charges) paid by you for the product.

Where our Authorised Representative has referred you, BCB will pass on all of this commission.

BCB charges you a broker fee in addition to the commission received from insurers . This fee is a range from 0% to 15% of the base premium (excluding government charges) and will appear separately on your tax invoice.

Alternatively, if an insurer charges a net premium and no commission is payable, BCB may either increase its remuneration by up to the amount of commission and fee that would normally apply to this insurance or agree a specific fee with you according to the service to be provided.

Where our Authorised Representative has referred you, BCB will pass on up to half of its fees.

The commission or fee applies for each policy issued or renewed.

BCB employees are paid a salary and may earn a bonus or incentives based on achievement of a broad range of the company's goals, including financial targets.

BCB receives interest on our trust account funds comprising premiums received from you and other insureds before they are sent to insurers . BCB may invest the premium. Any interest or return on investment is solely for BCB's benefit.

If you require, BCB can arrange a premium funding quote enabling you to pay your premiums by instalments. Premium funders charge interest. BCB may receive a commission from the premium funder for the introduction in the range of 0% to 4% of the base premium (excluding government charges).

BCB may receive from time to time certain soft dollar (non-monetary) benefits.

You may request particulars of BCB's remuneration (including commission) or other benefits within a reasonable time after you are given this FSG and before any financial service identified in this FSG is provided to you BCB is paid.

Important Relationships

The Authorised Representative's parent company, SC has entered into an agreement with BCB in relation to services provided by BCB to the Authorised Representative. These services are being developed to provide innovative technology solutions and other process efficiencies which will enable the Authorised Representative to deliver smarter insurance solutions for your benefit. Any net profit for BCB arising from these services will be shared 60% to BCB and 40% to SC.

Further details of the remuneration (including commission) or other benefits received by either the Authorised Representative and/or SC in connection with the provision of insurance products are available on request from BCB if this is made within a reasonable time after you are given this FSG and before any financial service identified in this FSG is provided to you.

The Authorised Representative is also an Authorised Representative of CHU Underwriting Agencies Pty Ltd, ABN 18 001 580 070 (CHU).

We are a wholly owned entity of Steadfast Group Limited, ABN 98 073 659 677 (SGL). Some of the insurance intermediaries we deal with may also be Steadfast related entities. We have access to shared services from SGL. These include (but are not exclusive to): model operating procedures, manuals, legal, technical, HR, compliance, IT, sum insured and product comparison tools; specialist insurance cover placement and claims support; group insurance arrangements; and group purchasing arrangements. These services are funded by SGL, subsidised by SGL or SGL receives a fee for them.

Steadfast has exclusive arrangements with some insurers and underwriting agencies (Partners) under which Steadfast will receive a marketing and administration fee between 0.5 – 2.0% for each product arranged by a Steadfast Network Broker with those Partners. Steadfast also has exclusive arrangements with some premium funders under which Steadfast will receive 0.5% marketing and administration fee for each amount funded by Steadfast Network Brokers with those premium funders. Depending on the operating costs of Steadfast (including the costs of services provided by Steadfast to Steadfast Network Brokers) and the amount of total business Steadfast Network Brokers place with participating Partners and premium funders in any financial year, Steadfast Network Brokers may receive a proportion of that marketing and administration fee at the end of each financial year. Steadfast is a shareholder in a number of Steadfast Network Brokers and also a shareholder in some underwriting agencies.

Privacy

We are committed to protecting your privacy. We use the personal information you provide to advise about and assist with your insurance needs. We only provide your personal information to either the insurance companies with which we choose to deal (and their representatives) or as per our Privacy Policy.

You can request details of the personal information we hold about you at any time.

For more details about our Privacy Policy, please ask your BCB Manager.

Complaints and Disputes

What should I do if I have a complaint?

1. Contact BCB and tell BCB about your complaint. BCB will do its best to resolve it quickly.
2. If your complaint is not satisfactorily resolved within 3 business days, please contact our Complaints Officer on 02 9024 3850 or put your complaint in writing and send it to them at:

Complaints Officer
PO BOX 20288, World Square NSW 2002
Or email: complaints@bodycorporatebrokers.com.au

3. BCB is a member of the Australian Financial Complaints Authority (AFCA). If an issue has not been resolved to your satisfaction, you can lodge a complaint with AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers. AFCA can be contacted as below:

Australian Financial Complaints Authority
GPO Box 3, MELBOURNE VIC 3001
Telephone: 1800 931 678 (free call)
Email: info@afca.org.au
Web: www.afca.org.au

Authorised Representative

Name:

Strata Title Management Group Pty Ltd

ABN:

43 119 665 762

Authorised Representative No:

1258603

Address:

Level 7, 447 Kent Street SYDNEY NSW 2000

Phone:

02 9266 2600

Fax:

02 9266 2699

Email:

central@stratatitle.com.au

BCB Strata Insurance Brokers

Established in 1996.

NEW SOUTH WALES | QUEENSLAND
VICTORIA | WESTERN AUSTRALIA

bodycorporatebrokers.com.au

New South Wales Branch
Level 11 , 338 Pitt Street, Sydney NSW 2000
Ph.: 02 9024 3850

Queensland Branch
Suite 1,7-9 Burra Street, Chevron Island QLD 4217
Ph: 07 5668 7800

Victoria Branch
Level 3, 100 Albert Road, South Melbourne VIC 3205
Ph.: 03 8609 2300

Western Australia Branch
155b, 22 St Georges Terrace, Perth WA 6000
Ph: 08 6245 5300

Please retain this document in a safe place as it involves legal rights and obligations.

If you require any further details about the financial services provided by BCB, please contact us.

STM | Building Smarter Communities
STRATA TITLE MANAGEMENT

* All sections to be completed by BCB upon release

Body Corporate Brokers Pty Ltd authorised the distribution of this Financial Services Guide. This document was prepared on 1 November 2018.

STRATA MANAGEMENT AGENCY AGREEMENT - STANDARD

Date 24/03/2024

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

Attention: The Secretary/Strata Committee

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

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*	01/05/2023
Item 3	*Term*	36 Months
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% or CPI whichever is the lesser.
Item 6	*Agreed services fee p.a*	**Option 1 - $24,500.00 – 36 Months** plus rebates, discounts, commissions or fees in Disclosure Schedule C1 and C2 - Agent retains all commissions (refer to clause 3.3(a)) - Insurance Commissions capped at $10,000.00 NET. ~~or~~ ~~**Option 2 - $** plus rebates, discounts and commissions in Disclosure Schedule C2~~ ~~- Agent retains some commissions (refer to clause 3.3(b))~~ ~~or~~ ~~**Option 3 - $**~~ ~~- Agent not entitled to commissions or the fee as described in clause 3.3(c)~~ **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, commissions or fees 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*.

7.5 Nothing in this Clause 7 shall prevent or restrict the *agent* from transferring this *agreement* to another company which is a related body corporate of the *agent* (as defined in Section 50 of the Corporations Act 2001 (Clth)) and any transfer to a related body corporate is expressly permitted. The *agent* must give written notice to the *owners corporation* of any transfer to which this sub-clause applies.

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 p*rincipal 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 O*wners 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 years old, otherwise no limitation	Sch B
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 O*wners 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 public holidays. excluding public holidays. Up-to 1 hour included, hourly rates thereafter.	No Limitation	**Included**
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.	$195.00	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).	$ 60.50	Per notice, charged to lot
3rd action on levies in arrears (Final 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	$ 220.00	Per statement/ certification

3. Swimming pool compliance 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 3.3 of the *agreement* - The following providers pay a rebate, discount, commission or fee to the *agent*:

NAME OF COMPANY / PERSON	AMOUNT / PERCENTAGE OF REBATE, DISCOUNT, COMMISSION OR FEES	OTHER INFORMATION RELATING TO THE DISCLOSURE
CHU Underwriting Agencies Pty Ltd	Commission (up to 20% of the base premium) and/or fees as disclosed in the applicable Financial Services Guide	See Financial Services Guide issued by insurance broker for details of commissions and fees payable to the agent. Commissions and fees 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 or the relevant Financial Services Guide and are a proportion 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		
Strata Unit Underwriters		
Allianz		
SCI Insurance		
Longitude		
AON		
Body Corporate Brokers (BCB)		
Centric General Insurance Services		
Honan Risk and Insurance Brokers		
Austbrokers Insurance Brokers		
Jardine Lloyd Thompson		
Whitbread Insurance Brokers		
CGU		

SCHEDULE C2 – refer to clause 3.3 of the *agreement* - The following providers pay a rebate, discount, commission or fee 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***

Special By-law 144 — Short-Term Rental Accommodation (STRA)

144.1 Intent

This By-law acknowledges that it is no longer permissible for any OC in NSW to prohibit a Lot Owner from letting their unit for STRA if it is their principal place of residence. To preserve the amenity of our property, it stipulates the conditions under which we will permit residential unit owner occupiers in Côte d'Azur to let their unit for STRA, along with the behaviour we demand from their guests.

144.2 Registration requirements

a) If a Lot is not your principal place of residence, it must not be used for STRA.
b) Non-resident owners or tenants are prohibited to enter into any STRA arrangement for their unit.
c) You must give us thirty days prior written notice of your intent to list your unit for STRA bookings or contract a STRA manager or management company for that ongoing purpose, and you must satisfy us by providing evidence of the following:
    i) Proof that your Côte d'Azur unit is indeed your principal place of residence;
    ii) Full contact details of any STRA manager or management company you may have engaged;
    iii) Proof of registration on the Premises Register operated by NSW Fair Trading, including the ID number for your premises;
    iv) Certificate of Currency for the public liability insurance you must hold that covers you for third-party injury or death, including on CP; and
    v) Proof that you have complied with the additional fire safety standards detailed in the STRA Code of Conduct including emergency and evacuation instructions, and installation of a fire extinguisher and fire blanket in the kitchen.

144.3 Guest management

a) You acknowledge that you are legally responsible for the conduct of your STRA guests, including vicarious liability for their behaviour and any damage they might cause to CP.
b) You must ensure that you properly vet your guests as suitable as occupants of Côte d'Azur, particularly by not using or accepting any website instant booking facility.
c) You must not instigate any self check-in arrangement, but have your guests met on arrival to provide security keys, brief them about our requirements, and accompany them to your unit.
d) You must not accept bookings for any number of guests exceeding the lesser of two persons per bedroom of your unit, or two per available garage space for your unit: This limit includes children, except for babies or children under five years old.
e) You must provide us with verifiable personal identification information and contact details of each guest prior to their arrival, including their full name, residential address, and contact phone numbers.

144.4 Special rules applying to your Guests

a) You must ensure any guest vehicles are only parked in your unit's own garage space and not occupying our Visitor Parking at any time.
b) You must ensure that your guests do not bring any animals onto Côte d'Azur, with the exception of a registered assistance animal.
c) You must ensure that your guests understand that they are not permitted to invite any of their own visitors to Côte, and parties in your unit or on CP are strictly prohibited.
d) You must ensure that your guests understand they must strictly comply with all our By-laws, a copy of which must be provided to them and must remain in your unit.
e) Guest security keys for your unit will only be programmed to access to our Residential Resort Area with your guests' signed acknowledgement to the usual conditions all Côte d'Azur residents agree to.

144.5 Your ongoing obligations

a) We regard the STRA Code of Conduct as binding, and demand your full compliance.
b) You will be responsible as usual for any charges relating to FRNSW attending to a false alarm originating within your Lot, or caused by the actions of your guests.
c) You must comply with all of our requirements for security key management and control.
d) You must ensure you provide evidence of property registration and insurance on our request.
e) You must ensure that any employees or subcontractors servicing your unit have had a police check and hold appropriate insurances.
f) You must be available 24/7 to respond to any emergencies and be prepared to discipline or expel your guests if necessary.
g) You must provide us accurate occupation and turnover data in respect to your unit on our request.

144.6 Indemnity

a) You indemnify the OC against any claims, costs or increased insurance premium and excess as a result of your unit being used for STRA.
b) We reserve the right to recover from you any costs arising from your STRA activity, including direct costs of any additional cleaning requirements, rectification of any damage caused to CP, or legal costs.

Special By-law 101 — Use and Occupation of Lots

101.1 Use of Lot

a) You must not use your Residential Lot for any purpose other than as a residential dwelling.
b) You must not use your Commercial Lot for any purpose other than commercial uses approved by the relevant consent authority.
c) You must notify us in writing at least twenty-one days before you wish to change the existing use of your Lot in any way.
d) You must ensure that your Lot is not used for any purpose for which an approval must be obtained under any law without that necessary approval.
e) You must ensure that your Lot is not used for any unlawful purpose.
f) You must not undertake any activity in your Lot or CP that is prohibited by law, or which is immoral or injurious to the reputation of the building.

101.2 Compliance with planning laws and approvals

a) At your own expense, you must promptly comply with all laws relating to:
    i) your Lot;
    ii) your use of your Lot; and
    iii) your use of any area of CP for which a license or exclusive use has been granted to you.
b) Your compliance must include without limitation observance of all By-laws, planning laws, development, building and other approvals, consents, requirements, notices and orders of any government agency.

101.3 Consent required

a) Our formal consent is required prior to your lodgement of any building or development application, so you must submit any such application to us for our consideration beforehand.
b) You must amend the application to comply with any of our requirements.
c) You must pay us an amount to cover our time and costs of considering your application, being the fee we will determine as well as any professional fees we incur.

~~**101.4 Short Term Accommodation**~~

~~a) You must not use or allow your Lot to be used for Short Term Accommodation.~~
~~b) You indemnify us against:~~
    ~~i) anything in relation to Short Term Accommodation of your Lot in breach of this By-law;~~
    ~~ii) the exercise of our rights under this By-law; and~~
    ~~iii) enforcement of this By-law.~~
~~c) This By-law confers on us the right:~~
    ~~i) to prohibit you from engaging in any Short Term Accommodation;~~
    ~~ii) to enter any part of Côte to investigate and confirm any suspicions that Short Term Accommodation is occurring;~~
    ~~iii) to report any Short Term Accommodation to Council;~~
    ~~iv) to engage in any legal action to stop the Short Term Accommodation; and~~
    ~~v) to recover costs from you.~~

101.4 Occupancy limits

a) You must ensure that your Residential Lot is not occupied by more than two adults per bedroom except where permitted under the Act or Regulation.
b) There is no limit to the number of members of one family occupying a Lot.

101.5 Condition of Lots

a) You must keep your Lot clean and tidy.
b) You must properly maintain and keep in a state of good and serviceable repair all fixtures and fittings in your Lot and, where necessary, renew or replace them.
c) You must keep your Lot free from dirt, rats, cockroaches and other vermin and in the event any infestation, immediately employ pest exterminators your expense.
d) You must not allow the accumulation of any rubbish on your Lot (including your garage space) or the surrounding CP.
e) You must promptly advize us of any CP damage or defect you notice.

Special By-law 143 — Lot 19 (Unit A11) Major Work

143.1 Introduction

This By-law gives the Owner of Lot 19 ("You") special privileges to carry out and retain Major Work on your Lot and CP, as well as exclusive use and enjoyment of CP occupied by your works under certain conditions.

143.2 Major Work specified

a) The Major Work on your Lot and CP covered by this By-law is as follows:
   i) Installation of a Daikin 10kW ducted air conditioning system, including pipework and electricals running from the outdoor unit mounted at floor level on the balcony to the indoor unit in the CP ceiling space, with conditioned air ducted to six outlets throughout the apartment
   ii) Demolition of the bathrooms and laundry to remove all fixtures, fittings and tiles, before applying new waterproof membrane, and installation of new tiles, fixtures and fittings.
   iii) Renovation of the kitchen to lower the servery to benchtop height and replace the existing stone benchtop and splashback.
   iv) Replacement of existing carpet in the living room and hallway, and existing floor tiles in the kitchen with 10mm hybrid flooring.

b) The Major Work on your Lot and CP must be carried out in accordance with the following specifications which are attached and form part of this By-law:
   i) DPK Refrigeration + Air Conditioning Pty Ltd proposal.
   ii) Floor plan showing location of outdoor compressor, indoor unit, and outlets.
   iii) Abode Renovations work overview.

143.3 Authorisation, Right of Exclusive Use and Responsibility

a) We permit you to undertake the Major Work as per your applications dated 14 January and 21 March 2024, and give you a special privilege to keep and maintain it on the conditions set out in By-law 115 and this By-law.
b) You have a right of exclusive use and enjoyment of so much of the Major Work that comprises part of CP on the terms and conditions set out in this By-law.
c) We retain the right of access and use of any part of CP affected by your Major Work for the purpose of fulfilling any obligation which we may have under Strata Legislation or any other law.
d) You are responsible at all times for properly maintaining and keeping in a state of good and serviceable repair your Major Work and, when necessary, renewing or replacing any part of your Major Work.

143.4 Terms & Conditions

a) Before commencing Major Work, you must:
   i) provide us a copy of all tradespersons' licences and public liability insurances;
   ii) pay our costs incurred in connection with the preparation, reviewing, passing and registration of this By-law.
b) You must complete your Major Work within the expected time frame and in accordance with your application, plans and specifications.
c) Your Major Work must be carried out in a competent and proper manner by licensed tradespersons.
d) You must comply with all applicable statutes, By-laws, regulations, rules and other laws for the time being in force.
e) You must minimize disturbance to the peaceful enjoyment of others during your Major Work.
f) You must pay all costs associated with your Major Work and properly maintain them.
g) You must give our nominated representatives access to inspect your Major Work within 48 hours of any request.
h) You must rectify any part of your Major Work that does not comply with the NCC or any applicable Australian Standard at your own cost.
i) You must notify us in writing as soon as your Major Work has been completed.
j) You must restore any damage to other parts of CP or any other Lot caused by your Major Work at your own expense, no matter when such damage may become evident.
k) You indemnify and keep us indemnified against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against us arising out of your Major Work, the altered state, condition or use of CP arising from your Major Work, or any breach of this By-law.

143.5 Breach of this By-law

a) If you breach any condition of this By-law and fail to rectify that breach within 30 days of written notice from us, then we may:
   i) Rectify any such breach;
   ii) Enter any part of CP or your Lot, by our agents, employees or contractors in accordance with the Act for the purpose of rectifying any such breach; and
   iii) Recover as a debt due from you the costs of the rectification together with the our expenses incurred in recovering those costs including legal costs on an indemnity basis.
b) Nothing in this clause restricts the rights of or the remedies available to us as a consequence of a breach of this By-law.

QUOTE #4423

14-1-2024

Prepared for:
Ian Brand
ian.brand1@icloud.com
1 McDonald Street
Cronulla NSW 2230

Hi Ian,

Thank you for choosing DPK Refrigeration + Air Conditioning to provide a quote for your air conditioning works.

We are pleased to provide you with the below quote, in an effort to best meet the needs you have expressed to us. In our unit choices, we have considered energy efficiency, quality of units, warranty periods, site-specific requirements, and most importantly, the lifestyle of you and your family.

SUMMARY OF WORKS: The below proposal is to install one only, *10.0kW single phase, reverse cycle ducted air conditioning unit* to provide both heating and cooling.

If you require any additional information or would like to change elements of this quote, please do not hesitate to contact us in the office on 9524 3824.

The quoted prices are valid for 30 days from the date of this quotation. Please note that after time, prices are subject to change.

Thank you again for the opportunity to quote and I look forward to hearing from you soon.

Kind regards,

DPKennedy

Created by:
Dane Kennedy
DPK Refrigeration + Air Conditioning Pty Ltd
E: dane@dpkacr.com.au
P: 9524 3824 | M: 0403 774 471

☑ **DUCTED OPTION** Daikin 10.0kW Single Phase FDYAN100AV1/RZA100CV1 Reverse Cycle Ducted Dimensions Indoor - 300(H)x1210(L)x900(D)mm Outdoor - 990(H)x940(W)x320(D)mm	$10,295.00	1	$10,295.00

SCOPE OF WORKS - DUCTED

Job Specifics included:

- Ceiling to be cut out to install ducted indoor unit in location. Exact location to be inspected and confirmed prior to install
- Outdoor unit to be located on balcony as per markup
- 2 x 250mm Square MDO Diffuser to be installed within living room
- 1 x 250mm Square MDO Diffuser to be installed within kitchen
- 1 x 250mm Square MDO Diffuser to be installed within Master
- 1 x 250mm Square MDO Diffuser to be installed within Bed 2
- 1 x 250mm Square MDO Diffuser to be installed within Bed 3
- 3 x Zones to be installed within ductwork (listed Below)
- 1 x Return air grill to be installed as per markup
- 1 x Wall controller with integrated 24v zone pad to be installed
- 1 x Set refrigerant piping to be ran from indoor unit to outdoor unit. External piping to be covered in colorbond
- 1 x Condensate drain to be ran from indoor unit to laundry sink.Drain to be exposed in laundry
- 1 x Designated power circuit to be ran from main board to outdoor unit

Zones	Location
Zone 1	Living/Kitchen
Zone 2	Master
Zone 3	Bed 2/Bed 3

GENERAL INCLUSIONS

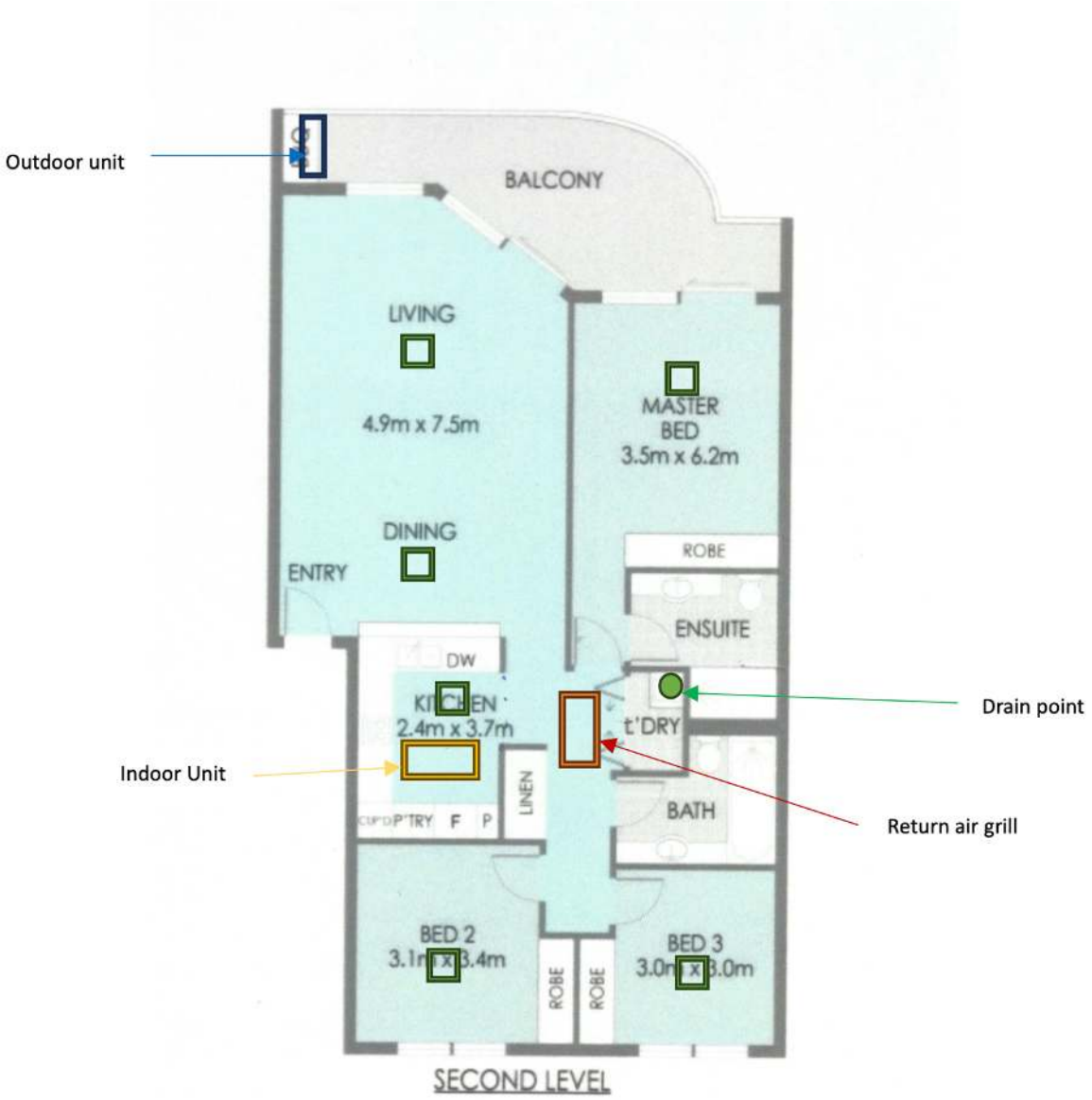
Please note, this quote includes:

- Installation and labour to carry out the listed works
- Removal of rubbish created by works
- Cleaning of areas/works during and post completion of works
- Drop sheets are carried by our team and will be used at all times
- All units are mounted on anti-vibration mounts to avoid as much vibration as possible in any application
- R1.0 ducting to be used
- R410a rated refrigerant pipe to be used at all times

EXCLUSIONS

Please note, this quote does not include the cost of the following items:

- Additional zones
- Additional controllers
- Painting or patching of holes from existing units
- Powder coating of bar grills other than white (alternative colours are subject to choice of grills)
- Alternative grills other than what has been quoted
- Custom sheet metal
- Drain pumps
- Access panels
- Electrical circuits
- Crane hire


Outdoor unit
BALCONY
LIVING
4.9m x 7.5m
MASTER
BED
3.5m x 6.2m
DINING
ENTRY
ROBE
ENSUITE
DW
KITCHEN
2.4m x 3.7m
t'DRY
Drain point
Indoor Unit
LINEN
BATH
Return air grill
BED 2
ROBE
ROBE
BED 3
SECOND LEVEL

For: Ian and Cathy BRAND

At: A11/1 McDonald Street, CRONULLA

OVERVIEW

Complete renovation of bathroom, ensuite, laundry. New benchtop and splashback in kitchen.

PREPARATION

Cover and secure all tradesmen walking areas with 200UM plastic coverings. These floor coverings will remain for the duration of the renovation.

DEMOLITION WORKS

- Remove all existing fixtures and fittings.
- Remove existing floor tiles including sand and cement screed.
- Remove and dispose of existing kitchen stone benchtops and splashbacks. Lower servery to benchtop height.
- Remove and dispose of all waste from site.

PLUMBING WORKS

- Relocate hot/cold water points and prepare waste. Install new mixer tap, sink and waste. Reconnect washing machine on completion.
- Rough in wall mixer tap and water outlet for showers. Fit off handles and shower fixtures.
- Rough in water points and set waste in wall to suit wall mounted vanity. Install vanity and fittings.
- Prepare waste and back inlet water point to suit back to wall toilet suite.

ELECTRICAL WORKS

- Supply and install new double power points:
- Supply and install new LED downlights

CONSTRUCTION WORKS

- Install new stone benchtop and splashback in kitchen.
- Patch walls as required.

WATERPROOFING

Waterproof to 200mm on walls and whole floor. Ultraprime and 2 coats of K10 Class III polyurethane waterproof to all wet areas in accordance with Australian standard (AS3740 waterproofing of internal wet areas in residential buildings).

TILING WORKS

- Floor and wall tiles installed using Keraflex flexible tile adhesive unless otherwise specified, all in compliance with Australian Standard AS 2358.
- Provide sand and cement screed to floor area approx 30mm thick. Glue fix tiles to screed. (Based on 300 x 300mm Porcelain tiles). Tiles grouted on completion.

FINISH OFF

- Abode to remove all trade waste and trade clean throughout.

Annexure B to Special By-law No. 143
Consent to By-Law
(Section 143 of the Strata Schemes Management Act 2015)

TO The Secretary
The Owners – Strata Plan No. 50785
c/- Strata Title Management
BY E-MAIL

AND: The Registrar General
NSW Land Registry Services
1 Prince Albert Road
SYDNEY NSW 2000

In accordance with section 143 of the *Strata Schemes Management Act 2015*, I/we the undersigned owner/s consent to the owners corporation amending the by-law "Special By-Law 43" attached hereto conferring rights of exclusive use and enjoyment and special privileges and its conditions to be passed by the owners corporation at its general meeting to be held on the date specified below or at any adjournment of that meeting.

....
Signature of Owner Signature of Owner

Names in full: IAN BRAND CATHERINE BRAND

Lot No. 19

Date signed: 6/4/2024

Date of Meeting: .....TBC.....

NSW GOVERNMENT Fair Trading

Form 1 – Proxy Appointment
Strata Schemes Management Act 2015

Strata Schemes Management Regulation 2016 (clause 13)
Strata Schemes Management Act 2015 (clause 26 (1) of Schedule 1)

Date DD / MM / YYYY

I / We

the owners of lot

in Strata Plan No appoint

of

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).

I/ We appoint

of

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings) if

already holds the maximum number of proxies that may be accepted.

Period or number of meetings for which appointment of proxy has effect for *1 meeting/* meetings/*1 month/* months/*12 months or 2 consecutive annual general meetings

**Tick or tick and complete whichever applies*

(Note: The appointment cannot have effect for more than 12 months or 2 consecutive annual general meetings, whichever is the greater.)

***1.** This form authorises the proxy to vote on my/our behalf on all matters.

OR

***2.** This form authorises the proxy to vote on my/our behalf on the following matters only:
[Specify the matters and any limitations on the manner in which you want the proxy to vote.]
**Delete paragraph 1 or 2, whichever does not apply.*

***3.** If a vote is taken on whether (the strata managing agent) should be appointed or remain in office or whether another managing agent is to be appointed, I/we want the proxy to vote as follows:
**Delete paragraph 3 if proxy is not authorised to vote on this matter. For examples, read note 1 below.*

***4.** I understand that, if the proxy already holds more than the permitted number of proxies, the proxy will not be permitted to vote on my/our behalf on any matters.

Signature of owner/s

NOTES ON APPOINTMENT OF PROXIES

1. This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme) or at or before the first meeting in relation to which it is to operate (in any other case).
2. This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.
3. This form is current from the day on which it is signed until the end of the period (if any) specified on the form or the first anniversary of that day or at the end of the second annual general meeting held after that day (whichever occurs first).
4. If a person holds more than the total number of proxies permissible, the person cannot vote using any additional proxies. The total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution are as follows:
   (a) if the strata scheme has 20 lots or less, one,
   (b) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
5. A provision of a contract for the sale of a lot in a strata scheme, or of any ancillary or related contract or arrangement, is void and unenforceable to the extent that it:
   (a) requires the purchaser of a lot, or any other person, to cast a vote at a meeting of the owners corporation at the direction of another person, or
   (b) requires the purchaser to give a proxy at the direction of another person for the purpose of voting at a meeting of the owners corporation (that is a person cannot rely on any such proxy to cast a vote as a proxy).

NOTES ON RIGHTS OF PROXIES TO VOTE

1. A duly appointed proxy:
   (a) may vote on a show of hands (or by any other means approved by a general resolution at a meeting of the owners corporation), subject to any limitation in this form, or may demand a poll, and
   (b) may vote in the person's own right if entitled to vote otherwise than as a proxy, and
   (c) if appointed as a proxy for more than one person, may vote separately as a proxy in each case.
2. A proxy is not authorised to vote on a matter:
   (a) if the person who appointed the proxy is present at the relevant meeting and personally votes on the matter, or
   (b) so as to confer a pecuniary or other material benefit on the proxy, if the proxy is a strata managing agent, building manager or on-site residential property manager, or
   (c) if the right to vote on any such matter is limited by this form.



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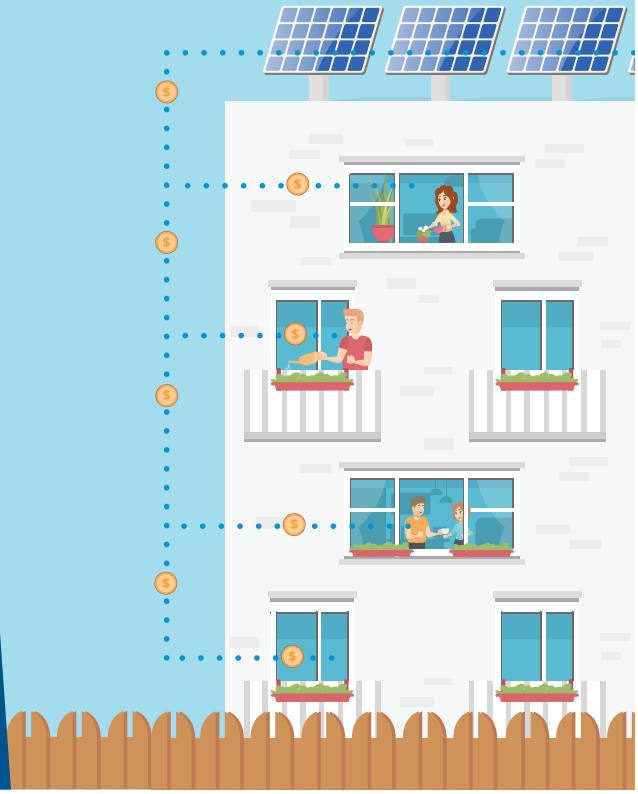
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COMPANY NOMINEE FORM

THE OWNERS OF SP 50785 | COTE D'AZUR | 1 MCDONALD STREET, CRONULLA, NSW, 2230

To the Secretary
The Owners – Strata Plan 50785

C/- Strata Title Management
PO Box 56
Sutherland 1499

Email: reception@stratatitle.com.au

COMPANY DETAILS

I/we being a company duly incorporated in the State of New South Wales hereby nominates, constitutes and appoints the Company Nominee named below as its appointed nominee in the capacity described for the purposes of exercising the rights, powers, authorities and functions of the company under the Strata Schemes Management Act 2015 (as amended).

Lot/s Number: _____

Lot Owner / Company Name: Carey Beebe

ACN: _____

Registered Office Address: _____

NOMINEE DETAILS

Nominee Name: _____

Capacity *(Please tick one)*: ☐ Owner ☐ Mortgagee ☐ Covenant charge

Nominee address for service of Notices: _____

EXECUTION

The Common Seal of the company was hereto affixed by authority of the Board of Directors in the presence of :

Signature of Secretary/Director (1) _____

Name of Secretary/Director (1) _____

Signature of Secretary/Director (2) _____

Name of Secretary/Director (2) _____

Signature of Nominee _____

Date Seal Affixed / Form Executed _____

Insert Common Seal below

STRATA COMMITTEE NOMINATION FORM

THE OWNERS OF SP 50785 | COTE D'AZUR | 1 MCDONALD STREET, CRONULLA, NSW, 2230

NOMINEE

I, Carey Beebe of Lot No. 54 being (please tick which is relevant):

- ☐ Sole Owner
- ☐ Co-owner
- ☐ Company nominee

in Strata Plan No. **50785** hereby nominate _____ to stand for election to the strata committee at the Annual General Meeting.

Signed _____

Date _____

ACCEPTANCE OF NOMINATION

I, _____ of Lot No. _____ being (please tick which is relevant):

- ☐ Sole Owner
- ☐ Co-owner
- ☐ Company nominee
- ☐ Non-owner

in Strata Plan No. **50785:**

a) consent to the nomination to stand for election to the strata committee at theAnnual General Meeting, and;

b) confirm my eligibility to stand for election, and;

c) declare the following pecuniary interest _____ and;

d) disclose my connection with the original owner _____.

Signed _____

Date _____

PLEASE NOTE:

- ❖ If you are a sole owner or company nominee and self-nominating, please complete both sections of the form
- ❖ Sections 31 & 32 of the Strata Schemes Management Act 2015 (NSW) set out the eligibility requirements
- ❖ Schedule 2 of the Act sets out the obligation to disclose a direct or indirect pecuniary interest in a matter to be considered at a meeting.
- ❖ If there are no declarations of interest or connected person disclosures, then write “N/A”
- ❖ Forms should be returned to our office prior to the meeting if possible.

STM | Building Smarter Communities

STRATA TITLE MANAGEMENT

NOTICE OF
STRATA COMMITTEE MEETING

THE OWNERS – STRATA PLAN 50785
AT 1 MCDONALD STREET, CRONULLA, NSW, 2230

Date: 7 May 2024

Time: 07:00 PM

Venue: 41 Croydon Street, Cronulla, NSW, 2230

Prepared by: Stephen Neil
Phone: (02)95404199 Fax:
Postal Address: PO Box 56, Sutherland, 1499
Email: reception@stratatitle.com.au

NOTICE OF STRATA COMMITTEE MEETING OF THE OWNERS CORPORATION

NOTICE OF BUSINESS to be dealt with at the Strata Committee Meeting of the Owners - Strata Plan No 50785
To be held on **7, May, 2024**
Club Cronulla, 41 Croydon Street, Cronulla, NSW, 2230
Commencing at 07:00 PM

Motion 1.	***Disclosure of Pecuniary Interests***

THAT the meeting note any declaration by a member of the Committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting and resolve how that declaration shall be accommodated at the meeting.

Explanatory Note:

1. *If a member of a strata committee has a financial interest, either directly or indirectly, in a topic being discussed at a meeting, and if this interest might affect their ability to act impartially, they must disclose this interest as soon as they become aware of it.*
2. *When a member discloses their connection to a company, organisation, or person relevant to a topic being discussed, it's considered sufficient disclosure for any related matters that come up afterward.*
3. *The strata committee must keep a record of these disclosures, which should be available for inspection by anyone upon payment of a fee.*
4. *Once a member discloses their interest, they cannot participate in discussions or decisions related to that matter.*
5. *Not following these rules doesn't cancel out any decisions made by the strata committee.*
6. *Even if a person is not directly interested in a matter, if someone they're connected to has a direct interest, it's still considered an indirect financial interest for them.*

Motion 2.	***Minutes***

THAT the minutes of the previous Strata Committee meeting held 05/03/2024 be confirmed as a true and accurate account of the proceedings at that meeting.

Explanatory Note:This motion refers to accepting the minutes of the last strata committee meeting, a copy of which is included in the meeting notice.

Motion 3.	***Strata Hub - Office Bearers Consent***
THAT the elected Chairperson and Secretary appointed at this meeting consent to the Strata Manager uploading their contact details to the Strata Hub by completing the Office Bearers Consent affixed to this agenda.	
Explanatory Note: *This motion is to consent to Strata Title Management providing the email and phone number of the elected Chairperson and Secretary for uploading to the Strata Hub. Only the email address will be made available to Occupants and Owners within the Strata Scheme.*	

Motion 4.	***Office Bearers***
THAT the Strata Committee elect the Secretary, Treasurer and Chairperson.	
Explanatory Note:This motion is to fill the office bearers positions for the ensuring year.	

Motion 5.	***Strata Hub - Emergency Point of Contact***
THAT the Committee nominate a person to be appointed as the Schemes Emergency Contact and their contact details uploaded to the Strata Hub for use in the event of an emergency.	
Explanatory Note: *This motion is to nominate an emergency contact person for the building. In accordance with Section 43a of the Strata Schemes Management Regulation 2021 the emergency point of contact can be the Secretary, Chairperson or another Officer of the Owners Corporation or Building Manager for the scheme.*	

Motion 6.	***Appointing Contact point and substitute Contact Point***
THAT the Strata Committee appoints a main representative and a substitute representative of the Strata Committee to liaise with the strata manager and be the strata scheme's main contact point.	
Explanatory Note: *This will ensure that the correct instructions of the strata committee are received by the strata managing agent which will avoid any miscommunication given by multiple members.*	

Motion 7.	***Repairs and Maintenance***
THAT the Strata Committee review any items of repair and maintenance needing attention and provide instructions.	
Explanatory Note:This motion is to determine whether items of repair and maintenance are needed in relation to common property areas within the complex.	

Motion 8.	***Correspondence***
THAT the Strata Committee review any correspondence needing attention and provide instructions.	
Explanatory Note: *This motion is to determine whether items of correspondence are needed in relation to common property areas within the complex.*	

Stephen Neil
STRATA TITLE MANAGEMENT

Dated: 10 April 2024

IMPORTANT NOTICE: *An owner can attend Strata Committee meetings but cannot address the meeting unless with approval from the Strata Committee.*

STM Building Smarter Communities
STRATA TITLE MANAGEMENT

SYDNEY CENTRAL
SYDNEY NORTH
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MINUTES OF STRATA COMMITTEE MEETING OF THE OWNERS CORPORATION

MINUTES OF the Strata Committee Meeting of the
Owners - Strata Plan No 50785
Held in 1 McDonald Street, CRONULLA, NSW, 2230
On 5 March 2024 commenced at 05:00 PM

PRESENT: G Garvan (Lot 37), L Margetts (Lot 41), K O'Shea (Lot 56), S Carruthers (Lot 79), I MacDonald (Lot 97), L Dennes (Lot 101)

APOLOGIES: C Beebe (Lot 54), P Scullion (Lot 93),

IN ATTENDANCE: W Zenari – (Zenaris Maintenance Services), S Neil (Strata Title Management)

CHAIRPERSON: S Neil (by invitation).

THERE BEING A QUORUM PRESENT THE CHAIRMAN DECLARED THE MEETING OPEN AT 5.00 PM

Motion 1.	***Minutes***	***Ordinary Resolution Without use of Proxies***
RESOLVED that the minutes of the previous Strata Committee meeting be confirmed as a true and accurate account of the proceedings at that meeting.		

Motion 2.	***Matters Arising From Previous Meeting***	***Ordinary Resolution***

RESOLVED that matters arising from the previous minutes be discussed and any further action determined including the following items:

1. Tower Lift Upgrade Works

The Strata Committee confirmed a tender is in progress for the Lift Upgrade works.

2. Commercial Compliance – DA

The Strata Committee advised the Strata Manager that no further updates have been received at this time.

3. Commercial Compliance Meeting

The Strata Committee elected a Sub Committee of K O and L D, to meet with Commercial Lot Representatives on building improved communications.

4. Detritus on Low-Rise Roof

The Strata Committee instructed the Building Manager to engage a contractor to remove detritus from the low-rise roofs.

5. Garage Cladding Compliance

The Strata Manager confirmed the report from Red Fire Engineers on the Garage Fire Safety Compliance is under review.

6. Move In / Out Procedure

The Strata Committee confirmed the Move In / Move Out procedure has been communicated with Property Managers.

Motion 3.	Financial Statements	Ordinary Resolution
RESOLVED that the Financial Statements for the period up to 31/1/24 be accepted.		

Motion 4.	Building Management Report	Ordinary Resolution

RESOLVED that the Building Managers report be tabled and any appropriate action determined as follows:

1. Rooftop Waterproofing

The Building Manager advised completion of these works is expected next week.

2. Poolside Waterproofing – Warranty

The Building Manager confirmed the failed waterproofing report has been received from Landlay. The Strata Committee determined a site meeting to discuss the Landlay report between Landlay and Summerscapes is to proceed.

3. AFSS Change in Contractor

The Building Manager confirmed a tender is in progress on the AFSS Inspections and Certification.

4. Management of Renovations

The Building Manager and Strata Committee confirmed the Management of Renovations process is working as intended.

5. Car Parking on Common Proper

Car Parking on Common Property was Deferred.

Motion 5.	General Discussion - Short Term Letting By-Law	Ordinary Resolution
DEFERRED a General Discussion be held by the Strata Committee on the short term letting By-Law and a course of action be determined.		

Motion 6.	General Discussion Item - AGM Preperation	Ordinary Resolution

DEFERRED a General Discussion be held by the Strata Committee on AGM preperation and a course of action be determined.

1. Budgets
2. By-Laws

The Strata Committee determined a pre-AGM gathering of the Strata Committee will proceed on Wednesday 3rd April 2024 to discuss the above items.

Motion 7.	General Discussion - Update on Insurance Claims - Lot 9, Lot 20 and Lot 41	Ordinary Resolution

THAT the Strata Committee be updated on the progress of insurance claims in progress relating to Lot 9 and Lot 41.

The Strata Manager confirmed the Insurance Claims for Lot 9, 20 and 41 are in progress with further reports required for Lot 9 and 41 to progress these claims.

Motion 8.	Correspondence	Ordinary Resolution

RESOLVED that the Strata Committee review any correspondence needing attention and provide instructions.

The Strata Committee held a discussion on Lot 92 request to review GST charges applied to their Lot in the December 2023 levy quarter due to an error in the AG Minutes where they were not an Owner of the Lot for the Levy Period 01/06/2023 – 31/08/2023. The Strata Committee determined to further investigate.

Motion 9.	Approval of Minor Renovations - Flooring Lot 89 Unit C61	Ordinary Resolution
RESOLVED that in accordance with Special By-Law 115 - Minor Renovations, the Strata Committee approves for the Owner of Lot 89 Unit C61 to carry out their flooring renovation as per their application and under the terms and conditions set out under the Minor Renovations By-Law.		

Motion 10.	***3 Month Extension of Agreement***	***Ordinary Resolution Without use of Proxies***
RESOLVED that the strata committee RESOLVES to extend the term of appointment of Strata Title Management Group Pty Limited as the strata managing agent for a further 3 months from 1/2/24.		

Motion 11.	***Next AGM and SCM Date and Time***	***Ordinary Resolution***
RESOLVED that the next Annual General Meeting will be held on 7th May 2024 at 7:00 PM subject to Club Cronulla Venue availability. A Strata Committee gathering will be held on Wednesday 3rd April 2024 at 5:00 PM onsite.		

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 6:40 PM



STRATA TITLE MANAGEMENT
Dated: 5 March 2024

CONSENT TO DISCLOSURE OF PERSONAL INFORMATION

Consent to the disclosure of personal details on the NSW Strata Hub pursuant to section 43 of the Strata Schemes Management Regulations 2016.

I, _____

consent to Strata Title Management uploading my personal contact details to the NSW Strata Hub, which will be of public record to Fire & Rescue NSW and the local Council for the land on which the strata scheme is situated.

Full name: _____

Contact Phone Number: _____

Email Address: _____

Signature: _____ Date_____