

STRATA MANAGEMENT AGENCY AGREEMENT

Date 24 October 2017		
The Owners – Strata Plan 52948 “Owners Corporation”		
Attention: The Secretary		
Address: 1-15 FONTENOY ROAD, MACQUARIE PARK		
Phone:		ABN:
Facsimile:		
Email:		
The Agent – WARATAH STRATA MANAGEMENT PTY LTD		
Attention: The Licensee		
Address: P.O. Box 125, Eastwood NSW 2122		
Phone: 02 9114 9599		ABN: 75 161 033 745
Facsimile: 02 9114 9598		SCA (NSW) Membership No: 11539
Email: enquiry@waratahstrata.com.au		Licence No: 10008316
Particulars		
Item 1	Professional indemnity	Amount Insured \$2,000,000
Item 2	Commencement date	1 April 2018
Item 3	Term	23 Months
Item 4	Review date	in relation to <i>agreed services</i> – At each AGM following <i>Commencement date</i> in relation to <i>additional services rates</i> - At each AGM following <i>Commencement date</i> in relation to <i>charges</i> - At each AGM following <i>Commencement date</i>
Item 5	Percentage increase p.a	5% or as agreed at each AGM
Item 6	Agreed services fee p.a	(complete one of the below options) Option 1 - \$ 24,310.00 plus rebates, discounts and commissions in Disclosure Schedule C1 and C2 – Agent retains all commissions (refer to clause 3.3(a)) 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 – Trust Account Statements as required by Act Frequency of Accounting – Monthly Provided Online or Upon Request

Signatures

Owners Corporation

The common seal of the *owners corporation* was affixed on 24 October 2017 in the presence of:


Signature


Signature

S. POGORELSKY
Name

M. LEVITT
Name

STRATA COMMITTEE
Designation

Strata Committee Member
Designation



Being the person(s) authorised by section 273 of the *Act* to attest the affixing of the seal.

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

Robert Crossbie
Name of Authorised Person

Name of Authorised Person

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*).

STANLEY POGORELSKY
Name of Signatory


Signature

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Agreement

1. Warranties and acknowledgment

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

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

- (a) a strata managing *agent's* licence under the *Agents Act* and that such licence will be maintained while the *agreement* is in force; and
- (b) professional indemnity insurance as indicated in *Item 1*.

2. Appointment of and delegation to *agent*

2.1 The *owners corporation*:

- (a) appoints the *agent* as the strata managing *agent* for the strata *scheme*; and
- (b) subject to clause 2.2 and 2.3, delegates the *agreed services* and *additional services* to the *agent*,

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

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

- (a) full authority with no limitations;
- (b) full authority subject to limitations as disclosed in schedule A2; or
- (c) no authority, in which case there is no delegation.

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

2.3 The parties acknowledge that:

- (a) the delegation to the *agent* in clause 2.1 does not:
 - (i) constitute a delegation by the *owners corporation* of its power to make:
 - (A) a delegation under section 52 of the *Act*; or
 - (B) a decision on a matter required by the *Act* to be decided by the *owners corporation*; or
 - (C) a determination relating to the levying or payment of contributions; or
 - (ii) prevent the *owners corporation* or the *strata committee* from performing all or any of the *agreed services* or *additional services* (if any); and
- (b) the *agent* does not have and may not exercise any of the powers, authorities, duties or functions of the *owners corporation* that are conferred on another strata managing *agent* appointed for the *owners corporation* under section 237 of the *Act* once being notified of any such appointment by the *Tribunal* or the *owners corporation*.

3. Fees and charges

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

- (a) the *agreed services fee*; and
- (b) the *additional services fee* for any *additional services* performed by the *agent*; and
- (c) the *charges* associated with the performance of the *agreed services* and any *additional services*.

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

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

- (a) If the first option in *item 6* is selected, the *agent* may retain rebates, discounts and commissions paid to it by the providers of goods and services to the *owners corporation* described in the disclosure schedule C1 or schedule C2 or as otherwise notified in writing to the *owners corporation* from time to time and agreed in writing by the *owners corporation*.

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- (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*:
 - (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.

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- 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.

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7.4 After the transfer *agreement* has been entered into or, if an election has been made by the *agent* under clause 7.3, the new *agent* must request that the *owners corporation* enter into a new *agency agreement* and the *owners corporation* must advise the new *agent* of its decision to enter into a new *agency agreement* within 28 days after such request, such approval not to be unreasonably withheld if the new *agency agreement* is on the same terms as this *agreement*, or on terms not less favourable to the *owners corporation* as this *agreement*. The new *agent* must pay the reasonable cost of preparing the new *agency agreement*, preparing and holding the meetings of the *strata committee* and the general meeting of the *owners corporation*, however if the meeting relates to more than approval of the minutes of the last meeting and the resolution relating to the new *agency agreement*, then the new *agent* must pay the proportionate share of the total cost relating to approval of the new *agency agreement*.

8. Service of notices

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

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

9. GST

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

9.2 The parties acknowledge that:

- (a) the *agreed services fee*, the *additional services rates* and the *charges* are inclusive of GST and are based on a GST rate of 10%; and
- (b) if the rate of GST increases or decreases, the *agreed services fee*, the *additional services rates* and the *charges* will simultaneously increase or decrease so that the *agent* receives the same GST exclusive payment as it received before the change in the rate of GST.

10. Work, health and safety

- 10.1 The parties mutually covenant and agree that they will each comply with their respective obligations under the *Work Health & Safety Act 2011* (NSW) and the *Work Health & Safety Regulation 2011* (NSW) (*WHS Act 2011* and *WHS Regulation 2011*), as amended from time to time.
- 10.2 Subject to the provisions of the *WHS Act 2011* and *WHS Regulation 2011*, the *owners corporation's* appointment of the *agent* under this *agreement* does not constitute the appointment of the *agent* as a principal contractor within the meaning of regulation 293 of the *WHS Regulation 2011* (as amended from time to time).

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11. Definitions

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

<i>Act</i>	<i>Strata Schemes Management Act 2015</i> (NSW).
<i>additional services</i>	the functions and duties of the <i>owners corporation</i> set out in schedule A1 or schedule A2.
<i>additional services fee</i>	the fee for the supply by the <i>agent</i> of the <i>additional services</i> calculated according to the <i>additional services rates</i> , as varied under the <i>agreement</i> .
<i>additional services rates</i>	the rates for carrying out the <i>additional services</i> set out in schedule B, as varied under the <i>agreement</i> .
<i>agent</i>	the person described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>agent's</i> employees and contractors or any transferee under clause 7.
<i>Agents Act</i>	<i>Property, Stock and Business Agents Act 2002</i> (NSW).
<i>agreed services</i>	the functions and duties of the <i>owners corporation</i> set out in: a) schedule A1 other than those marked "No authority"; and b) schedule A2.
<i>agreed services fee</i>	the fee in <i>item 6</i> for the supply of the <i>agreed services</i> , as varied under the <i>agreement</i> .
<i>agreement</i>	this <i>agreement</i> including the particulars, schedules and attachments.
<i>charges</i>	the costs and associated fees set out in schedule B and/or schedule D, as varied under the <i>agreement</i> .
<i>CPI</i>	the All Groups consumer price index published by the Australian Bureau of Statistics for Sydney, or if that bureau stops publishing the <i>CPI</i> , then the index recommended by the Property Council of Australia as the index that most appropriately replaces the <i>CPI</i> .
<i>Development Act</i>	in relation to a freehold <i>strata scheme</i> , the <i>Strata Schemes Development Act 2015</i> (NSW).
<i>disclosure schedule</i>	schedules C1 and C2.
<i>strata committee</i>	the <i>strata committee</i> of the <i>strata scheme</i> .
<i>GST Act</i>	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<i>item</i>	an <i>item</i> in the Particulars.
<i>loss</i>	any damage or damages, <i>loss</i> , 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 <i>loss</i> or damages.
<i>non-standard work</i>	means any work not defined as <i>standard work</i> .
<i>owners corporation</i>	the <i>owners corporation</i> described on the front page of the <i>agreement</i> and, where appropriate, includes the employees, <i>agents</i> (other than the <i>agent</i>), contractors and invitees of the <i>owners corporation</i> .
<i>Regulation</i>	<i>Property, Stock and Business Agents Regulation 2014</i> (NSW).
<i>related persons</i>	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.
<i>SCA (NSW)</i>	means Strata Community Australia (NSW).
<i>services</i>	the <i>agreed services</i> and <i>additional services</i> .

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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*.

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*.

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*.

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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.	<input type="checkbox"/>	<input type="checkbox"/>	X	6(a)
Holding documents and maintaining records relating to the scheme (for example, the strata roll, notices and minutes of meetings).	<input type="checkbox"/>	<input type="checkbox"/>	X	6(b)
Arranging building inspections and reports.	<input type="checkbox"/>	<input type="checkbox"/>	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.	<input type="checkbox"/>	X	<input type="checkbox"/>	6(d)
Engaging appropriately qualified tradespersons to do Non-Standard Work, and the appointment on behalf of the owners corporation of a principal contractor within the meaning of regulation 293 of the WHS Regulation 2011 for such Non-Standard Work, with limitations on expenditure that may be incurred by the agent without obtaining the principal's approval.	<input type="checkbox"/>	<input type="checkbox"/>	X	
Paying disbursements and expenses incurred in connection with the agent's management of the scheme.	<input type="checkbox"/>	<input type="checkbox"/>	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.	<input type="checkbox"/>	<input type="checkbox"/>	X	6(f)
Serving notices to comply with a by-law.	<input type="checkbox"/>	<input type="checkbox"/>	X	6(g)
Managing the sinking fund/capital works fund and the administrative fund.	<input type="checkbox"/>	<input type="checkbox"/>	X	6(h)
Undertaking steps necessary to recover any money owing in relation to levies.	<input type="checkbox"/>	<input type="checkbox"/>	X	6(i)
Representing the owners corporation or association in tribunal or court proceedings.	<input type="checkbox"/>	<input type="checkbox"/>	X	6(j)
Paying accounts in relation to the scheme (for example, accounts for water charges, council rates and maintenance).	<input type="checkbox"/>	<input type="checkbox"/>	X	6(k)
Arranging and undertaking administrative duties in relation to annual general meetings, and other general meetings.	<input type="checkbox"/>	<input type="checkbox"/>	X	6(l)

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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
Undertaking the financial management of funds and books of account.	Full authority or by direction from Owners Corporation or Strata Committee	Included in annual agreed services fee
Holding documents and maintaining records relating to the <i>scheme</i> (for example, the strata roll, notices, and minutes of meetings).	Full authority or by direction from Owners Corporation or Strata Committee	Included in annual agreed services fee
Arranging building inspections and reports.	Following instructions from Owners Corporation or Strata Committee	In accordance with Schedules B and D
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do <i>Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the approval of the person on behalf of whom the <i>agent</i> is acting.	Responsibility of Building Manager	In accordance with Schedules B and D
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>owners corporation</i> of a <i>principal contractor</i> within the meaning of regulation 293 of the WHS Regulation 2011 for such <i>Non-Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the principal's approval.	Following instructions from Owners Corporation or Strata Committee	In accordance with Schedules B and D
Paying disbursements and expenses incurred in connection with the <i>agent's</i> management of the <i>scheme</i> .	Full authority or by direction from Owners Corporation or Executive Committee	In accordance with Schedules B and D
Arranging insurance cover for the <i>scheme</i> . NOTE: Where the <i>owners corporation</i> arranges for placement of the insurance cover or engages a third party i.e. an insurance broker, the <i>agent</i> is indemnified by the <i>owners corporation</i> to the extent of liability contributed by an act, omission or negligence on behalf of the <i>owners corporation</i> or third party in placing the insurance cover.	Full authority or by direction from Owners Corporation or Strata Committee	Included in annual agreed services fee
Serving notices to comply with a by-law.	Following instructions from Owners Corporation or Strata Committee	In accordance with Schedules B and D
Managing the sinking fund/capital works fund and the administrative fund.	Full authority or by direction from Owners Corporation or Strata Committee	Included in annual agreed services fee
Undertaking steps necessary to recover any money owing in relation to levies.	Full authority or by direction from Owners Corporation or Strata Committee	In accordance with Schedules B and D
Representing the <i>owners corporation</i> or association in tribunal or court proceedings.	Following instructions from Owners Corporation or Strata Committee	In accordance with Schedules B and D
Paying accounts in relation to the <i>scheme</i> (for example, accounts for water charges, council rates and maintenance).	Full authority or by direction from Owners Corporation or Strata Committee	Included in annual agreed services fee
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings. Includes AGM plus 2 additional meetings each year.	Full authority or by direction from Owners Corporation or Strata Committee	Included in annual agreed services fee

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

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Schedule C – Disclosure schedule

Schedule C1 - The following providers pay a rebate, discount or commission to the *agent*:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
CHU Underwriting Agencies Pty Ltd	20%	Of base premium
Strata Unit Underwriters Pty Ltd (as agent for CGU Insurance)	20% 15%	Of base premium (Residential) Of base premium (Commercial)
Strata Community Insurance	20%	Of base premium
Finn Foster & Associates (Insurance Brokers)	15%	Of base premium or as agreed
Whitbread Insurance Brokers	20% 50%	Of base premium – Residential Of the commission paid by the insurer - Commercial
Driessen Insurance Brokers	15%	Of base premium
Austbrokers Sydney	20%	Of base premium
CRM Insurance Brokers	50%	Of all commission
Honan Insurance Brokers	20%	Of base premium
BCB Insurance Brokers	75% 50% first placement & 75% renewals	Of policy commission – Residential Of policy commission – Commercial

Schedule C2 - The following providers pay a rebate, discount or commission to the *agent*:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
Nil	Nil	Nil

STRATA MANAGEMENT AGENCY AGREEMENT

Schedule D - Charges and associated fees*

Item	Charge (inclusive of GST)	Unit
Financial & Administrative Services		
Establishment of a books and records following First AGM	\$220.00	Per plan
Issue special levy notices on non-standard cycle	\$2.75	Per lot
Issue overdue levy reminder notice (approx. 35 days)	\$27.50	Per notice (owners cost)
Issue overdue levy warning notice (approx. 65 days)	\$55.00	Per notice (owners cost)
Issue overdue levy final demand notice (approx. 95 days)	\$55.00	Per notice (owners cost)
Issue instructions to debt recovery solicitors	\$82.50	Per notice (owners cost)
Administer Payment Plans	\$55.00	Per month (owners cost)
Issue Keys/Fobs/Remotes	Keys & Fobs \$22.00 Remotes \$27.50	Each (owners or residents cost)
Process dishonoured cheques for levy payments	\$22.00	Each (owners cost)
Provide client payment history to owner or solicitor	Hourly rate – accounting staff (owners cost)	
Rectify deficiencies in Owners Corporation records at takeover	Hourly rate – accounting staff (excluding first 2 hours)	
Payroll management for Owners Corporation employees	\$33.00	Per pay per employee
ABN/TFN application	\$75.00	Each
Prepare Business Activity Statement	\$165.00	Each
Prepare agenda and minutes Tenant Representative meeting	\$165.00	Each
Title and by-law searches	At cost + 20%	Each
Assist with review and consolidation of by-laws	\$165.00	Per plan
Assist with preparation of additional by-laws	\$33.00	Per quarter hour
Assist with review of common property memorandums	\$165.00	Per plan
Register amendments to by-laws	Legal costs + \$110.00	Per registration
Prepare & issue notices under Section 146	\$33.00	Per quarter hour
Prepare applications for mediation, adjudication, hearings, orders etc.	\$33.00	Per quarter hour
Assist with Strata Renewal process	\$33.00	Per quarter hour
Assist with builders defect rectification	\$33.00	Per quarter hour
Arrange & lodge Annual Fire Safety Statement	\$165.00	Each
Arrange & lodge Workcover Lift Registration Certificate	\$110.00	Each
Replace lost common property Certificate of Title	Legal costs + \$110.00	Each
Amend address for service of notices on Certificate of Title	Legal costs + \$110.00	Each
Section 184/26 certificates	Statutory Fees	Each
Section 182/26 inspections	Statutory Fees	Each
Provide electronic meeting attendance/voting systems	At cost + 20%	Each
Other Financial & Administrative charges not listed elsewhere	As agreed	

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

