



Community Scheme Management Agency Agreement

Dated: 18 August, 2020

ASSOCIATION		DEPOSITED PLAN NO. 270427, Prince Henry Community Association	
Address of scheme:		Anzac Parade, Little Bay, NSW 2036	
ABN			
Name:			
Phone:		Email:	Fax:
NAME OF AGENT:		Change Strata Management Pty Limited "Agent"	
ABN		65 123 332 687	
Business Name:		Change Strata Management Pty Limited	
SCA NSW Membership No:		20001	
Licence No:		1667551	
Address:		Suite 412, Level 4, 350 George Street, Sydney, NSW 2001	
Attention:		Mite Domazetovski	
Phone:		(02) 8203 3111	Email: mite@changestrata.com.au
			Fax: (02) 9223 8831
Particulars			
Item 1	Professional Indemnity	Amount insured \$5,000,000 any one claim or \$10,000,000 in the aggregate (See attached Certificate of Currency)	
Item 2	commencement date	18 August, 2020	
Item 3	<i>minimum term</i>	3 Years	
Item 4	review date	in relation to <i>agreed services</i> – annually on each anniversary of the commencement date in relation to <i>additional services rates</i> – 1 July each year commencing 2021 in relation to <i>charges</i> – 1 July each year commencing 2021	
Item 5	percentage increase p.a.	CPI (and if no figure provided, the increase in <i>CPI</i> since the last review date)	
Item 6	<i>agreed services fee p.a.</i>	\$26,400.00 plus commissions in schedule C1 YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If commissions are selected "YES", the agreed services fee is calculated on this basis.	
Item 7	fee payment method	Monthly In Arrears *All fees under this agreement are GST INCLUSIVE (Clause 9)	
Item 8	manner of accounting	Report to Treasurer	frequency of accounting Six Monthly
Signatures			
Association			
The common seal of the <i>association</i> was affixed on in the presence of:			
Signature		Signature	
Print Name		Print Name	
Designation		Designation	
being the person(s) authorised by section 8 of the <i>Act</i> to attest the affixing of the seal.			

Agent

Executed by Change Strata management Pty Limited in accordance with Section 127 of the Corporations Act 2001 in the presence of

Signature of agent		Signature of witness	
Name of agent		Name of witness	
Mr Mite Domazetovski Director		Mrs Valentina Domazetovski Company Secretary	

Service: The *association* acknowledges receipt of a copy of this *agreement* within 48 hours of execution by the *association* (refer to page 6 for **IMPORTANT NOTES** to the parties when executing this *agreement*).

Name of signatory (print name)

Signature

Agreement

1. Warranties and acknowledgment

- 1.1 The *association* warrants that it has resolved and has authority to enter into the *agreement*.
- 1.2 The *agent* warrants that the *agent* holds:
- (a) a *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 *association*:
- (a) appoints the *agent* as the strata managing *agent* for the *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.
- 2.2 The extent of authority for *agreed services* and *additional services* in schedule A1 that have been delegated is stated in schedule A1, namely:
- (a) Full authority with no limitations;
 - (b) Full authority subject to limitations as disclosed in schedule A2; or
 - (c) No authority.

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

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

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

- 2.3 The parties acknowledge that:
- (a) the delegation to the *agent* in clause 2.1 does not:
 - (i) constitute a delegation by the *association* of its power to make:
 - (A) a delegation under section 50(1) of the *Act*; or
 - (B) a decision on a matter required by the *Act* to be decided by the *association*; or
 - (C) a determination relating to the levying or payment of contributions; or
 - (ii) prevent the *association* or the *executive 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 *association* that are conferred on another strata managing *agent* appointed for the *association* under section 85 of the *Act*.

3. Fees and charges

- 3.1 The *association* 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 *association* authorises the *agent* to retain any fees paid to the *agent* for supplying to third parties information that the *association* must supply under the *Act* and retain any fees paid to the *agent* for supplying to third parties information that is not required under the *Act*, provided that such fees are charged in accordance with those set out in schedule B.
- 3.3 The *agent* must account to the *association* for money received by the *agent* on behalf of the *association* in the manner and with the frequency set out in *item 8*.
- 3.4 If *item 6* is marked "Yes", the *agent* may retain rebates, discounts and commissions paid to it by the providers of goods and *services* to the *association* described in the *disclosure schedule C1* or as otherwise notified in writing to the *association* from time to time and agreed in writing by the *association*.
- 3.5 If *item 6* is marked "No", the *agent* must pay to the *association* any rebates, discounts and commissions paid to it by providers of goods and *services* to the *association* within 30 days of the receipt, however any rebates, discounts and commissions described in the *disclosure schedule C2* may be retained by the *agent*.
- 3.6 At any time, by written *agreement* between the parties, *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 relevant *review date* to an amount agreed in writing between the parties.

If the parties cannot agree before the *review date*, the *agreed services fee*, the *additional services rates* and the *charges* payable on and from the relevant *review date* will be increased in accordance with *item 5*.

Appendix ""

5. Terminating the agreement

5.1 After the expiry of the *minimum term*, the *agreement* will automatically continue until terminated in accordance with this clause 5.

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

5.3 Either party may terminate the *agreement* after the expiry of the *minimum term* by giving to the other party not less than 3 months' written notice.

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

5.5 Despite clause 5.3 and without affecting any of its other rights, the *agreement* may be terminated with immediate effect by written notice given by:

- (a) the *association*:
 - (i) if the *agent* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *association* 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 *association* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *agent* serves a written notice on the *association* providing particulars of the breach; or
 - (ii) an order is made for the variation or termination of the *scheme* under Part 3 of the *Development Act*.

5.6 The *agreement* is terminated on the appointment of a strata managing *agent* under section 85 of the *Act* to exercise or perform all the functions of the *association* and, if so terminated, the *agent* will not be entitled to:

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

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

6. Liability of the agent

6.1 The *agent* is liable to the *association*:

- (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* breach of this *agreement*, breach of statutory duty, negligence, dishonesty or fraud.

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

6.4 The *association* must indemnify the *agent* immediately on demand against any matter for which the *agent* has no liability to the *association* including in respect of the matters referred to in clause 6.2.

7. Transfer of the agreement

7.1 The *agent* cannot transfer the *agreement* without the written consent of the *association*, which consent shall not be unreasonably withheld if the *agent* satisfies the *association* 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 *association* 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 *association* approves the transfer, the *association*, 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 7.5 will apply.
- 7.4 For the purposes of clause 7.1 to 7.3 (inclusive) the parties agree that “consent of the *association*” can be provided by the *Executive Committee*, unless the *Act* is amended to expressly provide that approval of the *association* for transferring the functions of a strata managing *agent* requires a resolution at a general meeting of the *association*.
- 7.5 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 *association* enter into a new agency *agreement*, and the *association* 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 *association* as this *agreement*. The new *agent* must pay the reasonable cost of preparing the new agency *agreement*, preparing and holding the meetings of the *executive committee* and the general meeting of the *association*, 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 & 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*).
- 10.2 Subject to the provisions of the *WHS Act 2011* and *WHS Regulation 2011*, the *association* the 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*.

11. Definitions

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

<i>Act</i>	<i>Community Land Management Act 1989</i> (NSW).
<i>additional services</i>	the functions and duties of the association set out in schedule A1 or A2, which disclose the relevant additional services rates that applies to each service
<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 association set out in (a) schedule A1 that are not marked "No authority", and which disclose the <i>agreed services fee</i> as apply; and (b) schedule A2 which disclose the <i>agreed services fee</i> as applying for fees
<i>agreed services fee</i>	the fee in item 6 for the supply of the agreed services, as varied under the agreement.
<i>agreement</i>	this <i>agreement</i> including the Particulars, schedules and attachments.
<i>association</i>	the <i>association</i> described on the front page of the <i>agreement</i> and, where appropriate, includes the employees, agents (other than the <i>agent</i>), contractors and invitees of the <i>association</i> .
<i>charges</i>	the costs and associated fees set out in schedule B and/or 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>	the <i>Community Land Development Act 1989</i> (NSW).
<i>disclosure schedule</i>	<i>schedules C1 and C2</i> .
<i>executive committee</i>	the executive committee of the scheme.
<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, 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.
<i>minimum term</i>	the period or event in item 3: (a) commencing on the <i>commencement date</i> ; and (b) expiring at the duration of the period identified or event in <i>Item 3</i> .
<i>non-standard work</i>	means any work not defined as <i>standard work</i>
<i>association's property</i>	the common property and any personal property vested in the <i>association</i> .
<i>Regulation</i>	<i>Property, Stock and Business Agents Regulation 2003</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 <i>Corporations Act 2011</i> (Cth) (b) partnership,— the partners and principal staff of the partnership.

<i>services</i>	the <i>agreed services</i> and <i>additional services</i> .
SCA NSW	means Strata Community Australia (NSW)
<i>standard work</i>	means: <ul style="list-style-type: none"> (a) construction work where there is no requirement to work above 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 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, travelator 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: <ul style="list-style-type: none"> (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.
<i>scheme</i>	the scheme constituted on registration of a strata plan under the <i>Development Act</i> .

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 *association* within 48 hours after the *agreement* is signed by or on behalf of the *association*.**
- **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 *association* for signing. The *association* 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 *association*.**
- **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 *association* does not nominate 2 persons to witness the affixing of the seal then the seal must be affixed in the presence of the secretary and any other member of the *executive committee*.**

Schedule A1

Appen

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

Duties and Functions as described in the Property Stock & Business Agents Regulations (Schedule 6 Clause 6).	FULL AUTHORITY WITH NO LIMITATIONS	No Authority	Full Authority Subject to Limitations as Disclosed in Schedule A2	Regulation Schedule 6 Clause 6 Ref
Undertaking the financial management of funds and books of account	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(a)
Holding documents and maintaining records relating to the <i>association</i> (for example, the roll, notices and minutes of meetings)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(b)
Arranging building inspections and reports	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(c)
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 principal's approval	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(d)
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>association</i> of a principal contractor 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	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(d)
Paying disbursements and expenses incurred in connection with the <i>agent's</i> management of the <i>association</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(e)
Arranging insurance cover for the <i>association</i> NOTE- Where the <i>association</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>association</i> to the extent of liability contributed by an act, omission or negligence on behalf of the <i>association</i> or third party in placing the insurance cover.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(f)
Issuing and serving notices to comply with a by-law	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(g)
Managing the sinking fund and the administrative fund	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(h)
Undertaking steps necessary to recover any money owing in relation to levies	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(i)
Representing the <i>association</i> in tribunal or court proceedings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6(j)
Paying accounts in relation to the <i>association</i> (for example, accounts for water charges, council rates and maintenance)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(k)
Arranging and undertaking administrative duties in relation to annual general meetings, executive committee meetings and other general meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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
Undertaking the financial management of funds and books of account	Following instruction from the owners corporation or its elected representative to establish investment bearing bank accounts & transferring monies to & from the accounts	Refer to schedule B & D
Holding documents and maintaining records relating to the <i>association</i> (for example, the roll, notices, and minutes of meetings)		Refer to schedule B & D
Arranging building inspections and reports	Following instruction from the owners corporation or its elected representative	Refer to schedule B
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 principal's approval	Limitation of expenses set at \$2,000 without the principals approval with the exception of emergency repairs	Refer to schedule B & D
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>association</i> of a <i>Principal Contractor</i> 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	Only where an appropriately qualified building consultant has been engaged and advises the owners corporation as to the appointment of a principle contractor and ensures such an appointment is made	Refer to schedule B
Paying disbursements and expenses incurred in connection with the <i>agent's</i> management of the <i>association</i>		Refer to schedule D
Arranging insurance cover for the <i>association</i>		Refer to schedule D
Issuing and serving notices to comply with a by-law	Following instruction from the owners corporation	Refer to schedule B
Managing the sinking fund and the administrative fund		Refer to schedule D
Undertaking steps necessary to recover any money owing in relation to levies	Following instruction from the owners corporation	Refer to schedule B
Representing the <i>association</i> in tribunal or court proceedings		Refer to schedule B
Paying accounts in relation to the <i>association</i> (for example, accounts for water charges, council rates and maintenance)		Refer to schedule D
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings		Refer to schedule B & D

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

Schedule B – Fees

Item	Charge (inclusive of GST)	Unit
<p>Hourly Rates*</p> <p>Hourly rate for director</p> <p>Hourly rate for association manager - weekdays - weekends & public holidays</p> <p>Hourly rate for accountant</p> <p>Hourly rate for administration staff</p> <p><i>Please Note:</i> - works will be proportionately charged in 15 minute components for work involving shorter periods less than an hour.</p>	<p>\$330.00</p> <p>\$275.00 \$330.00</p> <p>\$187.00</p> <p>\$132.00</p>	<p>Per hour</p> <p>Per hour Per hour</p> <p>Per hour</p> <p>Per hour</p>
<p>Disputes, Office of Fair Trading (OFT) & NSW Civil & Administrative Tribunal (NCAT) or court*</p> <p>Attendance to disputes, mediation, orders, OFT, NCAT or any other court proceedings by authorisation by the owners corporation & accompanied by an appointed association representative</p> <p>Arranging appropriately qualified lawyers to represent the association at the OFT, NCAT or court proceedings and / or to provide advice to the association relating to the proceedings</p>	<p>Hourly rate for the association manager</p> <p>Hourly rate for the association manager</p>	<p>Per 15 minutes</p> <p>Per 15 minutes</p>
<p>General Administration*</p> <p>Certificate under section 26 of the Act – routine</p> <p>Certificate under section 26 of the Act – urgent</p> <p>Change of address for service of notice on the common property certificate of title (includes government registration fees)</p> <p>Inspection of records under section 26 of the Act</p> <p>Arranging the handover of the association books, records and accounts to another association managing agent appointed for the owners corporation</p> <p>Title or other searches</p>	<p>\$90.00</p> <p>\$198.00</p> <p>\$330.00</p> <p>\$26 and an additional \$13 for each half-hour or part of half-hour after the first hour of inspection</p> <p>Hourly rate for administration staff</p> <p>\$55.00</p>	<p>Per certificate</p> <p>Per certificate</p> <p>Per change</p> <p>Per inspection</p> <p>Per hour (minimum charge 3 hours)</p> <p>Per item</p>
<p>Insurances*</p> <p>Prepare & lodge non routine insurance claims</p>	<p>Hourly rate for the strata manager, administration staff</p>	<p>Per 15 minutes</p>
<p>Levy recovery / debt management*</p> <p>Issue a reminder levy notice</p> <p>Issue first debt collection letter</p> <p>Issue second debt collection letter</p> <p>Instruct mercantile agent or lawyer to commence legal recovery proceedings</p>	<p>\$5.50</p> <p>\$22.00</p> <p>\$44.00</p> <p>Hourly rate for the strata manager</p>	<p>Per reminder</p> <p>Per letter</p> <p>Per letter</p> <p>Per 15 minutes</p>

<p>Meetings*</p> <p>Preparation of agendas & minutes of general, executive committee & adjourned meetings including executive committee meetings by written vote</p> <p>Attending to general, executive committee & adjourned meetings including executive committee meetings by written vote</p> <p>Photocopying, postage & stationery for additional general, executive committee & adjourned meetings to those nominated in schedule D</p>	<p>Hourly rate for the strata manager, accountant, administration staff</p> <p>Hourly rate for the strata manager, accountant, administration staff</p> <p>Quote to be provided to the treasurer for approval</p>	<p>Per hour (minimum charge 1 hour)</p> <p>Per hour (minimum charge 1 hour)</p> <p>Per meeting</p>
<p>Maintenance of administration & sinking funds, accounting & taxation*</p> <p>ABN / GST registration / cancellation</p> <p>Generate information for submission of PAYG statement</p> <p>Payroll attendance fee</p> <p>Processing stop payments, dishonour cheques for payments</p> <p>Processing transfer / closure of investment accounts</p>	<p>Hourly rate for the accountant</p> <p>\$55.00</p> <p>\$55.00</p> <p>\$55.00</p> <p>\$55.00</p>	<p>Per registration / cancellation</p> <p>Per report</p> <p>Per pay per employee</p> <p>Per transaction</p> <p>Per transaction</p>
<p>Regulatory compliance*</p> <p>Annual cooling tower certification</p> <p>Annual fire safety statement / fire orders</p> <p>Annual lift certification</p>	<p>Hourly rate for the association manager</p> <p>Hourly rate for the association manager</p> <p>Hourly rate for the association manager</p>	<p>Per 15 minutes</p> <p>Per 15 minutes</p> <p>Per 15 minutes</p>
<p>Repairs & maintenance*</p> <p>Arranging building inspections and reports</p> <p>Effecting repairs to and maintaining common property – <i>non standard work</i></p> <p>Management of building defect rectification process including arranging access to lots & common property and engagement of consultants on behalf of the association</p> <p>Assisting the owners corporation and third party consultants & lawyers with ancillary services including dealing with owners issues & complaints</p>	<p>Hourly rate for the association manager</p> <p>Hourly rate for the association manager</p> <p>Hourly rate for the association manager</p> <p>Hourly rate for the association manager</p>	<p>Per 15 minutes</p> <p>Per 15 minutes</p> <p>Per 15 minutes</p> <p>Per 15 minutes</p>
<p>Other*</p> <p>Any other services that can be provided by the agent to the association but not included in the schedules of the agreement</p> <p>Extra services resulting from an on-site manager or caretaker ceasing to perform services</p>	<p>Hourly rate for the association manager, accountant, administration staff</p> <p>Hourly rate for the association manager, accountant, administration staff</p>	<p>Per 15 minutes</p> <p>Per 15 minutes</p>

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

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	Up to 20% of the Base Premium	Also disclosed on the Schemes AGM Notice
Austbrokers Sydney Pty Ltd Trading as Austbrokers ABS	Up to 17.5% of the Base Premium	Also disclosed on the Schemes AGM Notice
Corporate Underwriting Agency Pty Ltd Trading as Body Corporate Brokers (BCB)	Up to 75% of the Brokers Commission	Also disclosed on the Schemes AGM Notice
BAC Insurance Brokers Pty Ltd	Up to 15% of the Base Premium or Up to 50% of Brokerage Fee when Insurances are Placed Net	Also disclosed on the Schemes AGM Notice

Please Note: - the Agent is an authorised representative of CHU Underwriting Agencies Pty Ltd, Corporate Underwriting Agency Pty Ltd Trading as Body Corporate Brokers (BCB), Austbrokers Sydney Pty Ltd Trading as Austbrokers ABS and BAC Insurance Brokers Pty Ltd.

The Agent is qualified to give general advice and information about insurance, not personal advice. If the owners corporation requires specialist insurance advice, the Agent can refer the owners corporation to an insurance advisor.

If the Agent recommends that your building insurance is placed with the Insurers, the owners corporation acknowledges and agrees that the recommendation is general advice (not personal advice).

The owners corporation should read the Product Disclosure Statement before making any decision to purchase that insurance.

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
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Schedule D - Charges and associated fees*

Item	Charge (inclusive of GST)	Unit
<p>Change Strata Management capped disbursements / administration charge per lot includes:</p> <ul style="list-style-type: none"> - Affix the common seal in accordance with relevant minutes of a meeting - After hours maintenance services - All photocopying, collating & stapling (includes 6 Executive Committee Meetings & the Annual General Meeting) - All postage, handling & stationery stapling (includes 6 Executive Committee Meetings & the Annual General Meeting) - Archive storage, retrieval & administration - BAS statements quarterly by an authorised party - Computer charges - Effecting repairs to and maintaining common property – <i>standard work</i> - Electronic data storage / Email service - Facsimile outgoing & incoming - Holding documents and maintaining records relating to the association - Issuing quarterly levy notices (includes all photocopying, postage & transmission costs) - Keeping of common property services keys - Online owners portal access - Overseeing & submitting mandatory annual trust account audit to the Office of Fair Trading - Organise insurance for the association - Paying invoices on behalf of the association - Photocopying, collating & stapling (includes 4 Executive Committee Meetings & the Annual General Meeting) - Postage, handling & stationery (includes 4 Executive Committee Meetings & the Annual General Meeting) - Prepare & lodge routine insurance claims - Preparation of draft annual administrative & sinking fund budget - Providing electronic copies of by-laws, strata plan, insurance certificates, notices / minutes of meetings, agreements & accounts to members - Providing six monthly financial statements as required by the Property, Stock & Business Agents Act and monthly reconciliation statement to Treasurer - Tax return annually by registered tax agent - Telephone charges 	\$Nil	Per lot per annum
Courier	At Cost	Per item
Providing minute book / purchase of common seal	\$55.00	Per item
StrataMax Software (as long as banking is with StrataPay and StrataCash)	\$0.00	Per Lot

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