

# STRATA MANAGEMENT AGENCY AGREEMENT

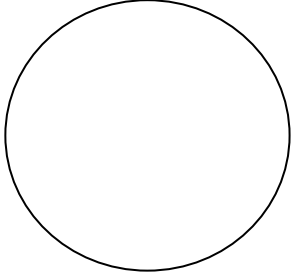
<b>Date</b> <a href="#">Click here to enter a date</a>		
<b>The Owners – Strata Plan (insert)</b>		<b>“Owners Corporation”</b>
Attention:	The Secretary	
Address:	[REDACTED]	
Phone:	[REDACTED]	
Facsimile:	[REDACTED]	
Email:	[REDACTED]	ABN: [REDACTED]
<b>The Agent - Bright &amp; Duggan Pty Ltd</b>		<b>“Agent”</b>
Attention:	The Licensee	
Address:	Level 1, 37-43 Alexander Street, Crows Nest NSW 2065	ABN: 32 001 554 650
Phone:	02 9902 7100	SCA (NSW) Membership No: 142
Facsimile:	N/A	Licence No: 119232
Email:	customercare@bright-duggan.com.au	
<b>Particulars</b>		
<b>Item 1</b>	<i>Professional indemnity</i>	In accordance with Section 22 of the <i>Agents Act</i> .
<b>Item 2</b>	<i>Commencement date</i>	<a href="#">Click here to enter a date</a>
<b>Item 3</b>	<i>Term</i>	<a href="#">(insert date or description eg 'end of first AGM')</a> NOTE: <a href="#">Cannot be longer than three years.</a>
<b>Item 4</b>	<i>Review date</i>	In relation to <i>agreed services</i> annually on each anniversary of the commencement date. In relation to <i>additional services rates</i> – 1 January annually. In relation to <i>charges</i> – 1 January annually.
<b>Item 5</b>	<i>Percentage increase p.a</i>	5%
<b>Item 6</b>	<i>Agreed services fee p.a</i>	(complete one of the below options) <b>Option 1 - \$ [REDACTED] plus</b> rebates, discounts and commissions in Disclosure Schedule C1 and C2 – <b>Agent retains all commissions (refer to clause 3.3(a))</b> or <b>*Option 2 - \$ [REDACTED] plus</b> rebates, discounts and commissions in Disclosure Schedule C2 – <b>Agent retains some commissions (refer to clause 3.3(b)).</b> *The Agent has elected not to provide option 2 as an alternative selection. or <b>**Option 3 - \$ [REDACTED] – Agent not entitled to commissions or the fee as described in clause 3.3(c).</b> **Option 3 is only available under instruction of the Owners Corporation. <b>All fees under this agreement are GST INCLUSIVE (clause 9)</b>
<b>Item 7</b>	<i>Fee payment method</i>	Monthly – in arrears – scheduled to be processed after 20 <sup>th</sup> calendar day of the month
<b>Item 8</b>	<i>Manner of accounting</i>	Financial Statements – Provision of trust account statements Frequency of Accounting - Monthly Online/Upon Request - Both

# STRATA MANAGEMENT AGENCY AGREEMENT

## Signatures

### Owners Corporation

The common seal of the *owners corporation* was affixed on [Click here to enter a date](#) in the presence of:

<input type="text"/>	<input type="text"/>	
<b>Signature</b>	<b>Signature</b>	
<input type="text"/>	<input type="text"/>	
<b>Name</b>	<b>Name</b>	
<input type="text"/>	<input type="text"/>	
<b>Designation</b>	<b>Designation</b>	

Being the person(s) authorised by section 272 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:

<input type="text"/>	<input type="text"/>
<b>Signature of Authorised Person</b>	<b>Signature of Authorised Person</b>
<input type="text"/>	<input type="text"/>
<b>Name of Authorised Person</b>	<b>Name of Authorised Person</b>

### Service

The *owners corporation* acknowledges receipt of a copy of this *agreement* within 48 hours of execution by the *owners corporation* (refer to page 9 for IMPORTANT NOTES to the parties when executing this *agreement*).

<input type="text"/>	<input type="text"/>
<b>Name of Signatory</b>	<b>Signature</b>

## Agreement

### 1. Warranties and acknowledgment

- 1.1 The *owners corporation* warrants that it has resolved and has authority to enter into the *agreement*.
- 1.2 The *agent* warrants that the *agent* holds:
- (a) a strata managing *agent's* licence under the *Agents Act* and that such licence will be maintained while the *agreement* is in force; and
  - (b) professional indemnity insurance as indicated in *Item 1*.

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

- 2.1 The *owners corporation*:
- (a) appoints the *agent* as the strata managing *agent* for the strata *scheme*; and
  - (b) subject to clause 2.2 and 2.3, delegates the *agreed services* and *additional services* to the *agent*,
- from the commencement date for the *agreed services fee* and the *additional services fee*, until the *agreement* is terminated in accordance with clause 5 or at the end of the *term* whichever is the earlier.
- 2.2 The extent of authority for *agreed services* and *additional services* that has been delegated is stated in schedule A1, being either:
- (a) full authority with no limitations;
  - (b) full authority subject to limitations as disclosed in schedule A2; or
  - (c) no authority, in which case there is no delegation.

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

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

### 3. Fees and charges

- 3.1 The *owners corporation* must pay to the *agent* in accordance with the fee payment method:
- (a) the *agreed services fee*; and
  - (b) the *additional services fee* for any *additional services* performed by the *agent*; and
  - (c) the *charges* associated with the performance of the *agreed services* and any *additional services*.
- 3.2 The *owners corporation* authorises the *agent* to retain any fees paid to the *agent* for supplying to third parties information that the *owners corporation* must supply under the *Act* and retain any fees paid to the *agent* for supplying to third parties information that is not required under the *Act*, provided that such fees are charged in accordance with those set out in schedule B.
- 3.3 In addition to the fees and charges in clause 3.1 and 3.2, the *agent* is entitled to remuneration for its services in the form of rebates, discounts and commissions disclosed in schedule C1 and schedule C2 as follows:
- (a) If the first option in *item 6* is selected, the *agent* may retain rebates, discounts and commissions paid to it by the providers of goods and services to the *owners corporation* described in the disclosure schedule C1 or schedule C2 or as otherwise notified

in writing to the *owners corporation* from time to time and agreed in writing by the *owners corporation*.

- (b) If the second option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt except for any rebates, discounts and commissions described in the disclosure schedule C2 which may be retained by the *agent*.
- (c) If the third option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt.
- (d) If the *owners corporation*:
  - (i) delegates the *agent* to arrange insurance cover;
  - (ii) selects the first or second option in *item 6*; and
  - (iii) later takes steps to arrange its own insurance or directs, instructs or passes a resolution that has the effect that the *agent* does not receive a commission or rebate for the placement of insurance,

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

- 3.4 The *agent* must account to the *owners corporation* for money received by the *agent* on behalf of the *owners corporation* in the manner and with the frequency set out in *item 8*.
- 3.5 At any time, by written *agreement* between the parties, *items* may be added to or deleted from the *additional services rates* and/or charges.

#### 4. Review of fees and charges

- 4.1 The *agreed services fee*, the *additional services rates* and the *charges* will be reviewed on the review date by the *agent*.
- 4.2 Unless otherwise agreed before the review date, the *agreed services fee*, the *additional services rates* and the *charges* payable on and from the review date will be increased in accordance with *item 5*.
- 4.3 The *agent* will notify the *owners corporation* of the new *agreed services fee*, the *additional services rates* and the *charges* as soon as practicable after the review date.

#### 5. Terminating the agreement

- 5.1 After the expiry of the *term*, the *agreement* will automatically end unless the *owners corporation* extends the *agreement* in accordance with section 50(4) of the *Act*.
- 5.2 The *agreement* may be terminated at any time with the mutual consent of the parties.
- 5.3 Any notice to terminate under this *agreement* can only be given by the *owners corporation* if authorised by a resolution of the *owners corporation* at *general meeting*.
- 5.4 Despite this clause 5 and without affecting any of its other rights, the *agreement* may be terminated with immediate effect by written notice given by:
  - (a) the *owners corporation*:
    - (i) if the *agent* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *owners corporation* serves a written notice on the *agent* providing particulars of the breach; or
    - (ii) where the *agent* is an individual, the *agent* is declared bankrupt; or
    - (iii) where the *agent* is a corporation, the *agent* is wound up or placed in administration or liquidation; or
    - (iv) if the *agent* ceases to hold a strata managing *agent's* licence; or
  - (b) the *agent* if:
    - (i) the *owners corporation* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *agent* serves a written notice on the *owners corporation* providing particulars of the breach; or
    - (ii) an order by a Court is made for the variation or termination of the *strata scheme* under Part 9 or 10 of the *Development Act*; or
    - (iii) the *owners corporation* fails to pay any moneys owed under this *agreement* after the *agent* serves a written notice on the *owners corporation* providing particulars of the amount outstanding; or

(iv) the *owners corporation* fails to comply with any law or fails to provide adequate instructions or prevents the *agent* from carrying out its obligations under this *agreement* after the *Agent* serves a written notice on the *owners corporation* providing particulars of the breach.

5.5 The *agreement* is terminated on the appointment of a strata managing *agent* under section 237 of the *Act* to exercise or perform all the functions of the *owners corporation* and, if so terminated, the *agent* will not be entitled to:

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

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

## 6. Liability of the *agent* and exclusions

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

- (a) only for *services* actually supplied or that should have been supplied under this *agreement*; and
- (b) on the terms of this clause 6.

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

- (a) by third parties against the *agent*;
- (b) by the *owners corporation* against the *agent* arising before, during or after this *agreement*.

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

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

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

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

## 7. Transfer of the *agreement*

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

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

7.3 If the *owners corporation* approves the transfer, the *owners corporation*, the *agent* and the transferee must enter into a transfer *agreement*, or alternatively if the *agent* elects to enter into a new agency *agreement* then clause 7.4 will apply.

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

## 8. Service of notices

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

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

## 9. GST

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

9.2 The parties acknowledge that:

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

## 10. Work, health and safety

10.1 The parties mutually covenant and agree that they will each comply with their respective obligations under the *Work Health & Safety Act 2011*

(NSW) and the *Work Health & Safety Regulation 2011* (NSW) (*WHS Act 2011* and *WHS Regulation 2011*), as amended from time to time.

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

## 11. Definitions

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

<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: <ul style="list-style-type: none"> <li>a) schedule A1 other than those marked "No authority"; and</li> <li>b) schedule A2.</li> </ul>
<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>minimum term</i>	the period or event in <i>item 3</i> : <ul style="list-style-type: none"> <li>a) commencing on the commencement date; and</li> <li>b) expiring at the duration of the period identified or event in <i>item 3</i>.</li> </ul>
<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 <i>employees</i> , <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: <ul style="list-style-type: none"> <li>a) corporation, — a 'related entity' of the corporation within the meaning of section 9 of the Corporations Act 2011 (Cth); or</li> <li>b) partnership, — the partners and principal staff of the partnership.</li> </ul>
<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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<i>standard work</i>	<p>Means:</p> <ul style="list-style-type: none"> <li>a) construction work where there is no requirement to work above three (3) metres, including but not limited to, replacement of roofing, guttering;</li> <li>b) general maintenance works, including but not limited to, lawn mowing, gardening, window cleaning (below three (3) metres), painting;</li> <li>c) minor maintenance repairs, including but not limited to, repair/replacement of leaking pipes, replacing tiles/pavers, lock replacement/repairs;</li> <li>d) maintenance of essential fire safety equipment;</li> <li>e) annual inspection and notifications required for essential fire safety equipment;</li> <li>f) pest management treatments (excluding fumigation);</li> <li>g) lift, traveller or escalator maintenance; or</li> <li>h) renewal of plant registrations in accordance with the requirements of the <i>WHS Act 2011</i> and <i>WHS Regulation 2011</i>;</li> </ul> <p>provided however:</p> <ul style="list-style-type: none"> <li>a) if any of these works require a principal contractor (as defined under the <i>WHS Act 2011</i> and <i>WHS Regulation 2011</i>) to be appointed then the works will be considered <i>Non-Standard Work</i>; or</li> <li>b) if there is any inconsistency between <i>Standard Work</i> and <i>Non-Standard Work</i>, the work will be interpreted as <i>Non-Standard Work</i>.</li> </ul>
<i>strata scheme</i>	the <i>scheme</i> described on the front page of the <i>agreement</i> .
<i>Tribunal</i>	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*.**



# STRATA MANAGEMENT AGENCY AGREEMENT

## 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 and 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
<b>Financial management</b> Undertaking the financial management of funds and books of account. Paying non-urgent disbursements and expenses incurred in connection with the <i>agent's</i> management of the <i>scheme</i> . Managing the capital works fund and the administrative fund. Undertaking steps necessary to recover any money owing in relation to levies. Paying accounts in relation to the <i>scheme</i> (for example, accounts for water charges and maintenance).	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	6(a) 6(e) 6(h) 6(i) 6(k)
<b>Insurance</b> Arranging insurance cover for the <i>scheme</i> . <b>NOTE:</b> 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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(f)
<b>Secretarial duties</b> Holding documents and maintaining records relating to the <i>scheme</i> (for example, the strata roll, notices, and minutes of meetings).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(b)
<b>Meetings process</b> Arranging and undertaking administrative duties in relation to annual general meetings, other general meetings and strata committee meetings (including convening, chairing, etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(l)
<b>Asset management</b> Arranging building inspections and reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(c)
<b>Repairs and maintenance</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 approval of the person on behalf of whom the <i>agent</i> is acting. Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>owner's corporation</i> of a <i>principal contractor</i> within the meaning of <b>regulation 293 of the WHS Regulation 2011</b> 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 type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	6(d)
<b>Legal representation</b> Serving notices to comply with a by-law. Representing the <i>owners corporation</i> or association in tribunal or court proceedings.	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	6(g) 6(j)

# STRATA MANAGEMENT AGENCY AGREEMENT

## 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. \* These fees have been negotiated between the parties to the agreement. The following services form part of the agreement and are functions fully delegated to the agent.

Duties and functions	Limitations on Authority e.g. on expenditure (if nothing stated, then no limitations apply)	Fee Method
<p><b>Financial management</b></p> <p>Banking</p> <ul style="list-style-type: none"> <li>▪ Establish and maintain the trust trading account and other investment accounts at the agent's preferred banker.</li> <li>▪ Statutory monthly bank reconciliation.</li> </ul> <p>Levies</p> <ul style="list-style-type: none"> <li>▪ Generation and distribution of levies.</li> <li>▪ Provision of electronic payment facility for payment of levies.</li> <li>▪ Receipt and banking of all monies.</li> <li>▪ Maintenance of receipts journal.</li> </ul> <p>Creditors</p> <ul style="list-style-type: none"> <li>▪ Process invoices on behalf of owners corporation.</li> <li>▪ Check invoices for correct status and documentation.</li> <li>▪ Print and post cheque and/or remittance advise for the payment of all legal liabilities of the owners corporation.</li> <li>▪ Pay disbursements and expenses incurred in connection with Bright &amp; Duggan's management of the scheme.</li> <li>▪ Maintain general ledger of expense transactions.</li> </ul> <p>Annual financial statements</p> <ul style="list-style-type: none"> <li>▪ Provide on-line statutory reconciled accounts including balance sheet, statement of income and expenditure and account summary daily (up to 48 hours post actual).</li> <li>▪ Arrange for preparation and lodgement of annual tax return.</li> <li>▪ Prepare administrative fund budget and capital works budget.</li> <li>▪ Manage administrative fund and capital works fund.</li> <li>▪ Process bi-annual Section 39 report as per the <i>Property, Stocks and Business Agents Act 2002</i> (NSW).</li> <li>▪ Issue monthly building status report.</li> </ul> <p>GST Compliance</p> <ul style="list-style-type: none"> <li>▪ Ensure the scheme complies with current GST legislation, securing relevant ABN and other registrations as required, checking tax invoice details.</li> <li>▪ Prepare and sign income tax return as public officer of the owners corporation for lodgement as tax agent.</li> <li>▪ Ensure any income tax liability is paid.</li> </ul>		<p>Agreed services</p> <p>Agreed services</p> <p>Agreed services</p> <p>Agreed services</p> <p>Agreed services</p>
<p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>▪ Arrange insurance valuation as instructed and increase insurance cover to match valuation.</li> <li>▪ Obtain alternative quote(s) for insurance renewal as required (maximum of three).</li> </ul>		<p>Agreed services</p>

# STRATA MANAGEMENT AGENCY AGREEMENT

Duties and functions	Limitations on Authority e.g. on expenditure (if nothing stated, then no limitations apply)	Fee Method
<ul style="list-style-type: none"> <li>▪ Renew insurances according to AGM instructions.</li> <li>▪ Prepare and lodge routine insurance claims (max time/claim 20 minutes).</li> </ul>		
<p><b>Secretarial</b></p> <ul style="list-style-type: none"> <li>▪ Maintain strata roll and minute book.</li> <li>▪ Maintain correspondence file.</li> <li>▪ Compile, store, and maintain records and documents.</li> <li>▪ Record and retain notices under sections 22, 258 and 259 of the Act.</li> <li>▪ Issue on-line password letter and other relevant documentation upon the change of ownership of a lot.</li> <li>▪ Issue minutes of delegated performance.</li> <li>▪ Maintain common seal.</li> <li>▪ Attend to routine electronic, written and oral communication.</li> </ul>		Agreed services
<p><b>Meetings process</b></p> <ul style="list-style-type: none"> <li>▪ Prepare and post/email notices of Annual General Meetings (AGMs).</li> <li>▪ Attend AGM and concurrent Strata Committee Meetings (SCMs) held and concluded between the hours of 8:00am and 7:00pm Monday to Thursday (excluding public holidays) maximum time 60 minutes.</li> <li>▪ Prepare and post minutes of AGM and concurrent SCM.</li> <li>▪ Arrange for meeting venue at either agent's premises or on-site.</li> <li>▪ Chair meetings where required.</li> </ul>		Agreed services

# STRATA MANAGEMENT AGENCY AGREEMENT

## Schedule B1

**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. \* These fees have been negotiated between the parties to the agreement. The following services are not part of the agreed services but are delegated functions at the discretion of both parties.

Duties and functions	Limitations on Authority e.g. on expenditure (if nothing stated, then no limitations apply)	Fee Method
<p><b>Financial management</b></p> <ul style="list-style-type: none"> <li>▪ Generate, print and post/email any additional or special levies.</li> <li>▪ Arrange for external administration of any payroll requirements.</li> <li>▪ Check and rectify any accounting anomalies upon takeover of management.</li> <li>▪ Provide invoice approval system (“invoice hub”) for the checking of creditor invoices.</li> <li>▪ Provide for external warranting of creditor bona fides (registration, licenses, insurance, ABN, etc.).</li> <li>▪ Provide additional financial reports either on a regular (monthly or quarterly) or ad-hoc basis.</li> <li>▪ Provide past year levy notices and statements for individual lot owners.</li> <li>▪ Liaising with legal debt collections agent.</li> <li>▪ Liaise with creditors for unusual invoices that need clarification.</li> <li>▪ Custom levies, cost recovery or lot owner invoicing.</li> <li>▪ Assist auditor by providing accounts and records for audit if required.</li> <li>▪ Preparing BAS details for lodgement as tax agent.</li> <li>▪ Prepare IAS details for lodgement as tax agent.</li> <li>▪ Liaise with ATO regarding the tax affairs of the owners corporation.</li> </ul>		Additional services
<p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>▪ Prepare, lodge and manage non-routine insurance claims (claims with brokers and/or complex claims).</li> <li>▪ Organise renewal with broker if insurance not undertaken with agent’s approved insurer.</li> <li>▪ Liaise with loss assessors to ensure correct payment of claims.</li> <li>▪ Establish and manage premium funding.</li> <li>▪ Additional insurance quotes (beyond agreed three).</li> </ul>		Additional services
<p><b>Secretarial</b></p> <ul style="list-style-type: none"> <li>▪ Prepare complicated or non-routine correspondence and/or reports.</li> <li>▪ Telephone attendance on lot owners, committee members, agents, solicitors and contractors that does not fall within the routine daily management</li> </ul>		Additional services

# STRATA MANAGEMENT AGENCY AGREEMENT

Duties and functions	Limitations on Authority e.g. on expenditure (if nothing stated, then no limitations apply)	Fee Method
<p>of the scheme.</p> <ul style="list-style-type: none"> <li>▪ Provide for the production, holding and distribution of keys or other access instruments.</li> <li>▪ Maintain a key register and distribute and collect keys and other security devices as appropriate.</li> </ul>		
<p><b>Meetings process</b></p> <ul style="list-style-type: none"> <li>▪ Prepare, print and post/email notices of extraordinary general meetings.</li> <li>▪ Prepare, print and post/email notices of strata committee meetings.</li> <li>▪ Attend extraordinary general meetings.</li> <li>▪ Attend strata committee meetings.</li> <li>▪ Attend annual general meetings beyond the agreed duration of one hour (or with a meeting commencement time outside the agreed period of 8:00am to 6:00pm Monday to Thursday).</li> <li>▪ Prepare and distribute minutes of extraordinary general meetings.</li> <li>▪ Prepare and distribute minutes of strata committee meetings.</li> <li>▪ Arrange venues for all meetings not within Schedule A.</li> </ul>		Additional services
<p><b>Asset management</b></p> <ul style="list-style-type: none"> <li>▪ Arrange for completion and lodgement of annual Workcover plant registration.</li> <li>▪ Arrange for completion and lodgement of annual fire audit and statement.</li> <li>▪ Arrange for completion and lodgement of annual WH&amp;S inspections and reports.</li> <li>▪ Arrange for completion and lodgement of lift risk and hazard audit.</li> <li>▪ Arrange for a 10-year capital works fund forecast and 5-year updates.</li> <li>▪ Compile and maintain an approved contractor and service provider database.</li> <li>▪ Compile and maintain a register of annual service contracts and agreements.</li> <li>▪ Compile and maintain a register of all plant and essential assets as required by Workcover NSW.</li> <li>▪ Engage and brief specialist consultants and experts on behalf of the owners corporation.</li> <li>▪ Coordination of compliance requirements such as lift maintenance, fire systems management, window safety, pool/spa registration and other requirements regulated by Government.</li> </ul>		Additional services
<p><b>Repairs and maintenance</b></p> <ul style="list-style-type: none"> <li>▪ Arrange for the attendance of appropriately qualified trades persons and service providers, that have satisfied the agent as to their bona fides</li> </ul>		<p>Additional services</p> <p>Note: Exemption for standard and non-standard</p>

# STRATA MANAGEMENT AGENCY AGREEMENT

Duties and functions	Limitations on Authority e.g. on expenditure (if nothing stated, then no limitations apply)	Fee Method
<p>and are registered on the agent's trades database, to do routine repair and maintenance of the owners corporation property provided in the reasonable opinion of the agent such repair is not to exceed \$2,000 and that falls within the definition of standard work as per the WHS Act and Regulations 2011.</p> <ul style="list-style-type: none"> <li>▪ Arrange for the attendance of appropriately qualified trades persons and service providers, that have satisfied the agent as to their bona fides and are registered on the agent's trades database, for the repair and maintenance of the owners corporation property that in the reasonable opinion of the agent such repair exceeds \$2,000 and that falls within the definition of standard work as per the WHS Act and Regulation 2011.</li> <li>▪ Arrange for alternative quotes for the repair and maintenance of common property as directed by the strata committee.</li> <li>▪ Provide for the coordination and supervision of major works and repairs that exceed the routine threshold of \$2,000 including major refurbishments and building rectification works including the appointment of a Principal Contractor on behalf of the owners corporation for such non-standard work.</li> </ul> <p><b><i>Bright &amp; Duggan only accepts non-standard work delegation where an appropriately qualified building consultant has been engaged or a Principal Contractor has been appointed.</i></b></p> <ul style="list-style-type: none"> <li>▪ Arrange necessary building inspections and reports as required by the owners corporation.</li> <li>▪ Arrange and execute work contracts pursuant to the Home Building Act and other works with regard to defects, original building and/or developer authorised by the owners corporation.</li> </ul>		<p>repairs and maintenance where anticipated value does not exceed \$5,000</p>
<p><b>Legal representation</b></p> <ul style="list-style-type: none"> <li>▪ Answer queries from the strata committee about by-laws</li> <li>▪ Register new by-laws as passed.</li> <li>▪ Prepare, issue and serve notices to comply for breaches of the by-laws.</li> <li>▪ Represent or arrange for legal representation for the owners corporation in tribunal or court proceedings.</li> <li>▪ Preparation and lodgement of applications for mediation, adjudication and tribunal orders.</li> <li>▪ Preparation and briefing lawyers in tribunal and legal proceedings.</li> <li>▪ Arranging for the drafting of by-laws, amendments to by-laws and/ or by-law reviews.</li> </ul>		<p>Additional services</p>

## Schedule B2 – Fees

Item	Charge (GST Inc)	Unit
In-house building consultant	165.00	Per hour
Senior Accounts / Finance Personnel	198.00	Per hour
Brief and supervise legal action on arrears	165.00	Per hour
Senior Management/Principal/Director	330.00	Per hour
Senior Strata Manager	220.00	Per hour
Strata Manager	165.00	Per hour
Accounts Staff	132.00	Per hour
Administrative Staff	99.00	Per hour
Asset Maintenance Staff	165.00	Per hour

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



## 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	Up to 20%	
CHUiSaver Underwriting Agency Pty Ltd	20%	
Strata Unit Underwriting Agency Pty Ltd	Up to 20%	
BAC Insurance Brokers Pty Ltd	Up to 15%	Or 50% of the fee when the insurance are placed net
Solutions IE Pty Ltd	7.5%	
Body Corporate Brokers	Up to 15%	
Whitbreads Associates Pty Ltd	Up to 20%	
Strata Community Insurance Agencies Pty Ltd	Up to 20%	
StrataMax	Up to 1%	
Finn Foster & Associates Pty Ltd	Up to 25%	Of earn on renewal premiums invoiced and receipted
Premium Funding Pty Ltd	Up to 3%	
CRM Brokers Pty Ltd	Up to 50%	Of commission earned
Austbrokers Sydney Pty Ltd	Up to 17.5%	

The *agent* is an authorised representative of CHU Underwriting Agencies Pty Ltd, Whitbread Associates Pty Ltd and Strata Unit Underwriting Agency Pty Ltd. The *agent* is an insurance distributor with the remaining companies listed in the table above. 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's insurance should be 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 a decision to purchase that insurance.

#### Other disclosure notes:

1. The *agent* has a relationship with facilities management company Cambridge Management Services Pty Ltd which is an associated company of the *agent* and the *agent* may propose engaging the services of this company for acceptance by the *owners corporation*.
2. The *agent* has a relationship with sales and property management company Rhodes Realty Pty Ltd which is an associated company of the *agent* and the *agent* may propose engaging the services of this company for acceptance by the *owners corporation*.
3. The *agent* has a relationship with property maintenance company On To It Pty Ltd which is an associated company of the *agent* and the *agent* may propose engaging the services of this company for acceptance by the *owners corporation*.

### 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

## Schedule D - Charges and associated fees\*

Item	Charge (GST Inc)	Unit
<b>Financial management</b>		
Investment account	22.00	Per transaction
Open investment account (non-approved banker)	330.00	Per account establishment
Manage investment account (non-approved banker)	165.00	Per transaction
Levy generation and distribution	2.20	Per lot per notice
Provide historical levy statements	16.50	Per statement
Arrears Notice	16.50	Per notice to owner
Payment plan statement	33.00	Per notice to owner
Final demand Letter	132.00	Per notice to owner
Instruct Solicitor	132.00	Per hour to owner
Print and post cheque and/or EFT remittance	2.20	Per payment
GST Registration /Deregistration	198.00	Per hour
BAS Preparation	165.00	Per quarter
Tax return (NIL return)	49.50	Per return
Tax return submission	198.00	Per return
Generate additional or special levies	33.00	Per instalment
Provide on-line invoice approval system (less than 20 lots)	22.00	Per month
Provide on-line invoice approval system (20 lots to 39 lots)	44.00	Per month
Provide on-line invoice approval system (40 lots to 99 lots)	66.00	Per month
Provide on-line invoice approval system (100 lots or more)	80.00	Per month
Additional phone follow-up on approvals	16.50	Per phone call
Additional financial reports (current year)	22.00	Per set
Payroll supervision	165.00	Per quarter
Provide historical financial reports	55.00	Per set
Stop payment or dishonoured cheques	33.00	Per transaction
StrataMax on-line owner portal	0.00	Per lot
<b>Secretarial</b>		
Issue keys and other security devices	22.00	Per transaction
Issue notice to comply	66.00	Per notice to lot owner
Register by-laws	33.00	Per registration + legal cost
Provide copy of insurance renewal notice	16.50	Per notice
Provide minute book	88.00	Per book
Box, store and manage old year records	3.30	Per box per month
	6.60	Per large box per month
Retrieve records from archives	16.50	Per box
Place common seal	16.50	Per item

# STRATA MANAGEMENT AGENCY AGREEMENT

Item	Charge (GST Inc)	Unit
Print (whether by computer, photocopy or other medium)		
▪ Under 4,000 copies per month	0.55	Per page
▪ Up to 6,000 copies per month	0.44	Per page
▪ Over 6,000 copies per month	0.33	Per page
▪ Colour printing	1.65	Per page
Postage	Cost + 20%	Per standard envelope
Courier	Cost + 20%	Per large envelope
Provide certificate to comply with Section 184.	Cost +20%	Per delivery
Provide urgent (within 48 hours) certificate to comply with Section 184.	Prescribed Fee	Per transaction
Provide records for inspection to comply with Section 183.	Prescribed Fee x 2	Per transaction
New owner pack	Prescribed Fee	Per search
	16.50	Per owner
<b>Asset management</b>		
Contractor Monitor and Verification Fee (less than 20 lots)	99.00	Per annum
Contractor Monitor and Verification Fee (20 lots or more)	165.00	Per annum
Workcover plant registration lodgement	110.00	Per item
Annual Fire Safety Statement lodgement	110.00	Per annum
Capital works fund forecast	quote	Per report
WH&S report	quote	Per report
<b>Meeting process</b>		
Attend meetings on Fridays (after 5:00pm)	330.00	Per hour
Attend meetings on weekends or public holidays	500.00	Per hour
Adjourned meeting charge	132.00	Per meeting
<b>Electronic medium</b>		
Email / internet service / computer charge	1.10	Per lot per month
Facsimile	1.65	Per page
Phone		
▪ Less than 20 lots	11.00	Per month
▪ Between 20 to 79 lots	0.55	Per lot per month
▪ Over 80 lots	0.33	Per lot per month
Electronic Document Management	1.10	Per lot per year
Scanning	0.44	Per page

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

ALL SHADED AREAS ARE INCLUDED FREE OF CHARGE FOR SET DISBURSEMENT BUILDINGS WHERE THESE ITEMS RELATE TO SCHEDULE A SERVICES BUT **NOT** FOR SCHEDULE B SERVICES