

Cecil Apartments

20 Gerrale Street Cronulla

Request for Tender

For

Strata Management Services

October 2015

**Executive Committee of The Owner's Corporation
Strata Plan 37079**

Conditions of Tendering

- T1. These Conditions of Tendering do not form part of any contract awarded as a result of this tender process.
- T2. Refer requests for information concerning this Request for Tenders to the Authorised Person nominated in the General Conditions of Contract - Contract Information.
- T3. The Principal contracts only with recognised, acceptable legal entities and does not contract with firms under any form of external administration. Any tender submitted by an unincorporated business such as a sole trader, trust, partnership or business name must identify the legal entity that proposes to enter the contract. Tenderers must be registered for GST.
- T4. Complete and lodge, by the date, time and method stated in the tender advertisement and/or invitation, the following documents and information:
 - Services Tender Form
 - Additional Services Rates Schedule (B.2)
 - Schedule of Agreed Services Rates
 - Disclosure Schedule (C)
 - Resourcing Schedule
 - Referee Schedule
- T5. The Principal may change this Request for Tender (RFT) by issuing an Addendum in writing to all tenderers. The Addendum becomes part of the RFT documents. Addenda issued by the Principal are the only recognised explanations of, or amendments to, the RFT documents.
- T6. In evaluating tenders, the Principal may take into consideration factors including, but not limited to: price; previous performance; experience; and capability.
- T7. Submit additional information requested by the Principal within the time stated in the request.
- T8. The Principal may treat any detail required by the RFT documents that is omitted, illegible or unintelligible as failing to fulfil the relevant requirements.
- T9. The Principal is not bound to accept the lowest or any tender. Tenders which do not comply with any requirement of the RFT documents, or which contain conditions or qualifications, may be passed over. The Principal may accept tenders that do not conform strictly with all the requirements of the RFT documents.
- T10. No tender is accepted unless the Principal gives an acceptance or executes a formal agreement in writing.

Tender Schedules

1 Services Tender Form

Tender Closing Office

Name: The Chairman
Address: Executive Committee of the Owner's Corporation
20 Gerrale Street Cronulla NSW 2230
Email Address: Cecil20@optusnet.com.au

Tenderer's details

Agency Name:
(in block letters)
ABN
Licence Number:
Address:
Telephone:
e-mail address:

hereby tender(s) to perform the work for:

Tender Details

Contract Name: Strata Management Services
in accordance with the following documents:
Conditions of Tendering
Tender Schedules (Six in Total)
Agency Agreement
Agreement Information
Schedule A.1: Delegated Functions
Schedule A.2: Agreed Services
Schedule B.1: Additional Services
Strata Management Agency Agreement

and Addenda if issued.....

Tenderer's Offer

For the Base Management Fee, being the lump sum of:
.....
(\$.....) including GST per annum.
Excluding commissions set out in the Contract Schedules

Tender Schedules

2 Additional Services Rates Schedule (B.2)

These fees apply to the additional services listed in Schedule of Additional Services (B.1)

I Financial Management	Charge (incl. GST)	Unit
Investment account (non approved banker)		Per transaction
Generate Additional or Special Levies		Per levy
Provide Invoice Approval System		Per month
Additional Phone Follow Up on Approvals		Per phone call
Additional Financial Reports		Per set
Payroll Supervision		Per item
Creditor Warranty Program		Per annum
Provide non-current year financial reports		Per set
Stop payment or dishonoured cheques		Per transaction, payable by the lot owner if applicable

II Secretarial	Charge (incl. GST)	Unit
Maintain & issue keys & other security devices		Per transaction
Laminate documents		Per document
Issue no parking stickers		Per 20 pages
Issue address labels for strata roll		Per label
Issue notice to comply		Per notice to the lot owner
Register By laws		Per registration + legal cost
Provide copy of insurance renewal notice		Per notice

III Meetings Process	Charge (incl. GST)	Unit
Attend meetings beyond the agreed times		Per hour
Attend non agreed meetings		Per hour
Attend meetings after 8 pm		Per hour
Attend meetings on weekends or public holidays		Per hour
Adjourned Meeting Charge		Per meeting

Tender Schedules

Cecil Apartments:

IV Asset Management	Charge (incl. GST)	Unit
Strata Monitor Service Provider Fee		Per annum
Workcover Plant Registration Lodgement		Per item
Annual Fire Audit Statement Lodgement		Per annum
OH&S Inspections & Reports Lodgement		Per hour
Consultancy Fee for any other risk management service		Per hour
In house building consultant		Per hour
Sinking Fund Forecast		Per report
WHS Report		Per report

V Repairs & Maintenance	Charge (incl. GST)	Unit
Arrange for standard and non standard work repairs & maintenance under \$2000		
Arrange for non standard work repairs & maintenance over \$2000		Per hour
Supervise & organise consultants re major works		Per hour
Arrange building inspections & reports		Per hour
Arrange for Sinking Fund Forecasts		Per hour

Other Professional Services	Charge (incl. GST)	Unit
In house strata lawyer		Per hour
Senior Accounts / Finance Personnel		Per hour
Brief & supervise legal action on arrears		Per hour
Senior Strata Manager		Per hour
Strata Manager		Per hour
Accounts Staff		Per hour
Clerical Staff		Per hour

Signed for the Tenderer by: Date:.....
 Name (in block letters): (Authorised Officer)
 In the Office Bearer capacity of:

Tender Schedules

Cecil Apartments:

3 Schedule of Agree Service Rates

These charges apply to the agreed services listed in Schedule A

Financial Management	Charge (incl. GST)	Unit
Investment account		Per transaction
Print & post levies		Per lot
Provide past year levy statements		Per lot
Arrears Notice		Per lot to owner
Collections Letter		Per lot to owner
Demand Letter		Per lot to owner
Search Fee		Per lot to owner
Instruct Solicitor		Per lot to owner
Print & post cheque &/or EFT remittance		Per creditor
GST Registration /Deregistration		Per item
BAS Preparation		Per quarter
IAS Preparation		Per item

Secretarial	Charge (incl. GST)	Unit
Box, store & manage old year records		Per box
		Per large box
Retrieve non routine records from archives		Per retrieval
Provide common seal		Per item
Provide minute book		Per item
Print (whether by computer, photocopy or other medium)		
Under 4,000 copies per month		Per page
Up to 6,000 copies per month		Per page
Over 6,000 copies per month		Per page
Postage		Per standard envelope
		Per large envelope
Courier		Per delivery
New owner pack		Per owner

Electronic Medium	Charge (incl. GST)	Unit
Email / internet service /computer charge		Per lot per month
Facsimile		Per page
Phone under 20 lots		Per month
Between 20 + 80 lots		Per lot per month
Over 80 lots		Per lot per month
Electronic Document Management		Per lot per year
Scanning		Per page

Signed for the Tenderer by: Date:.....
 Name (in block letters): (Authorised Officer)
 In the Office Bearer capacity of:

Tender Schedules

Cecil Apartments:

4 Disclosure Schedule (C)

Refer to clause 3.4 of the agreement - The following providers pay a rebate, discount or commission to the agent:

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

Refer to clause 3.5 of the agreement - The following providers pay a rebate, discount or commission to the agent:

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

Signed for the Tenderer by: Date:.....
Name (in block letters): (Authorised Officer)
In the Office Bearer capacity of:

Tender Schedules

Cecil Apartments:

5 Resourcing Schedule

Submit below, with the tender, details of proposed personnel:

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Roles	Personnel	Qualifications

Signed for the Tenderer by: Date:.....
Name (in block letters): (Authorised Officer)
In the Office Bearer capacity of:

Tender Schedules

Cecil Apartments:

6 Referee Schedule

Submit below, with the tender, names and contract details of at least 2 referees:

Referee	Position	Phone or Email

Signed for the Tenderer by: Date:.....
Name (in block letters): (Authorised Officer)
In the Office Bearer capacity of:

Agency 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. Any additional term to be agreed beforehand.

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 *owners corporation* of its power to make:
 - (A) a delegation under section 28 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 *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 *owners corporation* that are conferred on another strata managing *agent* appointed for the *owners corporation* under section 162 of the *Act*.

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 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*.

3.4 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 *owners corporation* described in the *disclosure schedule C1* or as otherwise notified in writing to the *owners corporation* from time to time and agreed in writing by the *owners corporation*.

3.5 If *item 6* is marked "No", 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

Agency Agreement

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 (including email), *items* may be added to or deleted from the *additional services rates* and/or *charges*. Any changes above are required to be agreed between the parties, prior to the service/additional services taking place.

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*.

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 *owners corporation* if authorised by a resolution of the *owners corporation*.

- 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 *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, receivership 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 is made for the variation or termination of the *strata scheme* under Part 3 of the *Development Act*.

- 5.6 The *agreement* is terminated on the appointment of a strata managing *agent* under section 162 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.

- 5.7 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 7 business days.

6. Liability of the agent

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

Agency Agreement

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

7. Transfer of the agreement

- 7.1 The *agent* cannot transfer the *agreement* without the prior 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 7.5 will apply.
- 7.4 For the purposes of clause 7.1 to 7.3 (inclusive) the parties agree that “consent of the *owners corporation*” can be provided by the *Executive Committee*, unless the *Act* is amended to expressly provide that approval of the *owners corporation* for transferring the functions of a strata managing *agent* requires a resolution at a general meeting of the *owners corporation*.
- 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 *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 *executive 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 & 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 *owners' corporation* 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*.

Agency Agreement

11. Definitions

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

<i>Act</i>	<i>Strata Schemes Management Act 1996</i> (NSW).
<i>additional services</i>	the functions and duties of the owners corporation 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 owners corporation set out in <ul style="list-style-type: none">(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>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 disclosure</i>	in relation to a freehold <i>strata scheme</i> , the <i>Strata Schemes (Freehold Development) Act 1973</i> (NSW) and in relation to a leasehold <i>strata scheme</i> , the <i>Strata Schemes (Leasehold Development) Act 1986</i> (NSW).
<i>schedule executive</i>	<i>Disclosure Schedules C1 and C2</i> .
<i>committee</i>	the executive committee of the strata 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: <ul style="list-style-type: none">(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>

Agency Agreement

<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, agents (other than the <i>agent</i>), contractors and invitees of the <i>owners corporation</i> .
<i>owners corporation's property</i>	the common property and any personal property vested in the <i>owners corporation</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: <ul style="list-style-type: none">(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> .
<i>SCA NSW</i>	means <i>Strata Community Australia</i> (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 <i>WHS Act 2011</i> and <i>WHS Regulation 2011</i>, provided however:<ul style="list-style-type: none">(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 NonStandard 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>strata 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.

13. Governing Law

The agreement is governed by the law of New South Wales

Agreement Information

1. Principal's Representative

The Principal's Representative: The Executive Committee Chairman from time to time

Postal address:
(for delivery by post) Owner's Corporation
20 Gerrale Street
Cronulla NSW 2230

Telephone number: As advised from time to time
email address: Cecil20@optusnet.com.au

2. Strata Scheme Details

Strata Plan 37079
Address 20 Gerrale St. Cronulla NSW 2230
Residential Lots 78
Commercial Lots 12

3. Principal

The Principal is: Owners' Corporation Strata Plan 37079

4 Insurance

Amount of Professional Indemnity Insurance \$10 Million.

5 Minimum Term

Minimum term 12 months

6 Review Dates

Mentioned in Clause

Agreed Services Fees Annually on each anniversary of the commencement date

Additional Services Rates Annually on each anniversary of the commencement date

Charges Annually on each anniversary of the commencement date

7. Percentage Increase per annum

3%.

8. Fee Payment Method

Monthly in arrears.

Schedule A.1: Duties and Functions

The following schedule details the delegated functions & the extent of the authority & any limitations as per the Property, Stock & Business Agents Regulation.

DUTIES AND FUNCTIONS	Extent of Authority	PS&B 6.6
I FINANCIAL MANAGEMENT 1. Undertaking the financial management of funds and books of accounts 2. Paying disbursements and expenses incurred in connection with the agent's management of the scheme 3. Managing the sinking fund and the administrative fund 4. Undertaking steps necessary to recover any money owing in relation to levies 5. Paying accounts in relation to the scheme	<input checked="" type="checkbox"/> Full authority subject to limitations, if any <input type="checkbox"/> No authority	(a) (e) (h) (i) (k)
No limitation on authority - see Schedules A2 + B1	Fee Method: Sch.A2 + B2	
II INSURANCE Arranging insurance cover for the scheme	<input checked="" type="checkbox"/> Full authority subject to limitations, if any <input type="checkbox"/> No authority	(f)
No limitation on authority - see Schedules A2 + B1	Fee Method: Sch.A2 + B2	
III SECRETARIAL Holding documents and maintaining records relating to the scheme (for example, the strata roll, notices, and minutes of meetings)	<input checked="" type="checkbox"/> Full authority subject to limitations, if any <input type="checkbox"/> No authority	(b)
No limitation on authority - see Schedules A2 + B1	Fee Method: Sch.A2 + B2	
IV MEETINGS PROCESS Arranging and undertaking administrative duties and chair functions in relation to general and executive meetings.	<input checked="" type="checkbox"/> Full authority subject to limitations, if any <input type="checkbox"/> No authority	(l)
No limitation on authority - see Schedules A2 + B1	Fee Method : Sch.A2 + B2	

Schedule A.1: Duties and Functions

V ASSET MANAGEMENT Arranging building inspections and reports	<input type="checkbox"/> Full authority subject to limitations, if any <input checked="" type="checkbox"/> No authority	(c)
Limitation on authority - see Schedule.B1	Fee Method : Sch. B2	
VI REPAIRS & MAINTENANCE 1. Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do Standard Work , with limitation on expenditure that may be incurred by the agent without obtaining the principal's approval. 2. Engaging appropriately qualified tradesperson to do Non-Standard Work , and the appointment on behalf of the owners corporation of a Principal Contractor 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"/> Full authority subject to limitations, if any <input checked="" type="checkbox"/> No authority <input type="checkbox"/> Full authority subject to limitations, if any <input checked="" type="checkbox"/> No authority	(d)
Limitation on authority - see Schedule.B1	Fee Method: Sch. B2	
VII LEGAL REPRESENTATION 1. Issuing and serving notices to comply with a by-law 2. Representing the owners corporation or association at tribunal or court proceedings	<input checked="" type="checkbox"/> Full authority subject to limitations, if any <input type="checkbox"/> No authority	(g) (j)
Limitation on authority - see Schedule.B1	Fee Method: Sch.B2	

Schedule A.2: Agreed Services

The following services form part of the management agreement & are functions fully delegated.

I Financial Management

Bank Accounts

1. Establish and maintain the trust trading account & other investment accounts at the agent's preferred banker
2. Do statutory monthly bank reconciliation

Levies

1. Generate, print & post/email levy notices to address provided by the Section 118 notice or lot owner, including any in respect of special levies in place at the commencement date of this agreement.
2. Provide electronic payment facility for the phone & internet payment of levies
3. Receipt and bank all monies or other income received on behalf of the owners corporation.
4. Maintain receipts journal
5. Provide past levy notices & statements for individual lot owners

Arrears

1. Monitor levy arrears & liaise with owners &/or agents to recover payment
2. Provide for the collection of levy arrears
3. Issue late levy notices & demand letters
4. Undertake searches to locate owners in arrears
5. Issue instructions to lawyers to take legal action where necessary

Creditors

1. Process invoices on behalf of owners corporation
2. Check invoices for correct status & documentation
3. Print & post cheque &/or remittance advice for the payment of all legal liabilities of the owners corporation
4. Pay disbursements and expenses incurred in connection with agent's management of the strata scheme
5. Maintain general ledger of expense transactions

Annual Financial Statements

1. Provide statutory reconciled accounts including balance sheet, statement of income and expenditure and transaction report on a quarterly and annual basis
2. Arrange for preparation and lodgement of annual tax return
3. Assist auditor by providing accounts and records for audit if required
4. Prepare administrative fund budget and sinking fund budget
5. Manage administrative fund and sinking fund
6. Issue 6 monthly Section 39 Report as per the PS&S Act 2002
7. Assist the Treasurer in the maintenance of the budget, budget forecasting and the payment and reconciliation of accounts, including the provision of budget documents in hard and soft copy.

GST Compliance

Schedule A.2: Agreed Services

1. Ensure the scheme complies with current GST legislation, securing relevant ABN & other registrations as required, checking tax invoice details
2. Preparing BAS details for lodgement by tax agent
3. Prepare IAS details for lodgement by tax agent
4. Sign income tax return as public officer of the owners corporation
5. Liaise with ATO regarding the tax affairs of the owners corporation
6. Ensure any income tax liability is paid

II Insurance

1. Arrange insurance valuation as required & increase insurance cover to match valuation
2. Obtain alternative quote(s) for insurance renewal as required
3. Renew insurances according to AGM instructions
4. Prepare and lodge routine insurance claims (max time/claim 30 minutes)

III Secretarial

1. Maintain strata roll and minute book
2. Maintain correspondence file
3. Compile, store, maintain & retrieve past records & documents to & from archives
4. Record and retain notices under sections 118, 119 and 120 of the Act
5. Issue password letter & other relevant documentation upon the change of ownership of a lot
6. Issue minutes of delegated performance
7. Maintain common seal
8. Attend to routine electronic, written & oral communication
9. Prepare issue and serve Notices to comply for breaches of by-laws

IV Meetings Process

1. Prepare & post/email notices of Annual General Meetings and one extraordinary general meeting within prescribed timeframes
2. Prepare & post minutes of AGM & concurrent ECM and one EGM
3. Arrange for meeting venue at either agent's premises or elsewhere
4. Chair meetings where required

Schedule B.1: Additional Services

The following services are not part of the management agreement but are delegated functions at the discretion of both the owner's corporation & the agent.

I Financial Management

1. Generate, print & post/email any additional or special levies
2. Arrange for external administration of any payroll requirements
3. Check & rectify any accounting anomalies upon takeover of management
4. Provide invoice approval system for the checking of creditor invoices
5. Provide for external warranting of creditor bona fides (registration, licenses, insurance, ABN etc)
6. Provide additional financial reports either on a regular (monthly or quarterly) or ad hoc basis
7. Provide past year levy notices & statements for individual lot owners
8. Liaise with creditors for unusual invoices that need clarification

II Insurance

1. Prepare & lodge non routine insurance claims (claims with brokers &/or complex claims)
2. Organise renewal with broker if insurance not undertaken with agent's approved insurer
3. Liaise with loss assessors to ensure correct payment of claims

III Secretarial

1. Prepare complicated or non routine correspondence &/or reports
2. Telephone attendance on lot owners, committee members, agents, solicitors & contractors that does not fall within the routine daily management of the scheme
3. Provide records under Section 108 for strata searches
4. Provide for the production, holding & distribution of keys or other access instruments
5. Maintain a key register & distribute & collect keys & other security devices as appropriate

IV Meetings Process

1. Prepare, print & post/email notices of extraordinary general meetings. Prepare, print & post/email notices of executive committee meetings
2. Attend extraordinary general meetings or annual general meetings beyond stipulated time.
3. Attend executive committee meetings
4. Chair meetings where required.
5. Prepare & distribute minutes of extraordinary general meetings
6. Prepare & distribute minutes of executive committee meetings
7. Attend annual general meetings beyond the timeframe stipulated in the agreed services
8. Arrange venues for all meetings not within Schedule A

Schedule B.1: Additional Services

V Asset Management

1. Arrange for completion & lodgement of annual Workcover plant registration
2. Arrange for completion & lodgement of annual fire audit & statement
3. Arrange for completion & lodgement of annual OH&S inspections & reports 4.
Arrange for completion & lodgement of lift risk & hazard audit
5. Arrange for a 10 year sinking fund forecast & 5 year updates.
6. Compile & maintain an approved contractor & service provider data base
7. Compile & maintain a register of annual service contracts & agreements
8. Compile & maintain a register of all plant & essential assets as required by Workcover NSW
9. Engage & brief specialist consultants & experts on behalf of the owners corporation

VI Repairs & Maintenance

1. Arrange for the attendance of appropriately qualified trades persons & service providers, that have satisfied the agent as to their bona fides & are registered on the agent's Trades Data Base, to do routine repair & maintenance of the owners corporation property provided in the reasonable opinion of the agent such repair is not to exceed \$2,000 & that falls within the definition of standard work as per the WHS Act and Regulation 2011.
2. Arrange for the attendance of appropriately qualified trades persons & service providers, that have satisfied the agent as to their bona fides & are registered on the agent's Trades Data Base, for the repair & maintenance of the owners corporation property that in the reasonable opinion of the agent such repair exceeds \$2,000 & that falls within the definition of standard work as per the WHS Act and Regulation 2011.
3. Arrange for alternative quotes for the repair & maintenance of common property as directed by the executive committee
4. Provide for the coordination & supervision of major works & repairs that exceed the routine threshold of \$2,000 including major refurbishments & building rectification works including the appointment of a Principal Contractor on behalf of the owners corporation for such non-standard work.
5. Arrange necessary building inspections & reports as required by the owners corporation
6. Arrange & execute work contracts pursuant to the Home Building Act & other works with regard to defects, original builder &/or developer authorised by the owners corporation

VII Legal Representation

1. Answer queries from the executive committee about by laws
2. Register new by laws as passed
3. Prepare, issue & serve notices to comply for breaches of the by laws
4. Represent or arrange for legal representation for the owners corporation in tribunal or court proceedings
5. Preparation & lodgement of applications for mediation, adjudication & tribunal orders
6. Preparation & briefing lawyers in tribunal & legal proceedings
7. Arranging for the drafting of by-laws, amendments to by laws &/ or by law reviews.

CECIL APARTMENTS

STRATA MANAGEMENT AGENCY AGREEMENT

DATE:	
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OWNERS CORPORATION	
Name	Cecil Apartments
Strata Plan	37079
ABN	44219758395
Address	20 Gerrale Street Cronulla NSW 2230

AGENT	
Business Name	
ABN	
Address	
Agencies Representative	
email	

PARTICULARS		
Item 1	Professional Indemnity	Amount insured \$10m
Item 2	Commencement Date	
Item 3	Minimum Term	12 months
Item 4	Review Date	Annually on each anniversary of the commencement date.
Item 5	Percentage increase pa	3% (whichever is the lesser)
Item 6	Agreed Services Fee pa	\$ including GST
Item 7	Fee Payment Method	Monthly in arrears
Item 8	Contract Conditions	As set out in Tender Document attached.

SIGNATURES			
Owners' Corporation			
Signature		Signature	
Name		Name	
Designation	EC Chairman	Designation	EC Secretary
Agent			
Signature		Signature	
Name		Name	
Designation		Designation	