



NOTICE OF ANNUAL GENERAL MEETING

ADDRESS: 2-8 Ozone Street THE ENTRANCE NSW 2261
Strata Schemes Management Act 2015

The Owners – Strata Plan No 76844 gives you notice that the Annual General Meeting will be held on **Friday, 15 May 2026 in the gym at 2-8 Ozone Street THE ENTRANCE NSW 2261**. The meeting will commence at **10.00am**.

Date of Notice: Tuesday 21 April 2026

AGENDA

Present, Present by Proxy, Apologies

1. Minutes

That the minutes of the last annual general meeting held on 28 April 2025 be adopted as a true and accurate account of the proceedings of that meeting.

***Explanatory Note:** The minutes of the last general meeting, either an extraordinary or an annual general meeting have been distributed to all owners or attached to this notice of meeting. This motion confirms the accuracy of the minutes and in the event that the minutes are in error, owners can move the minutes be amended.*

2. Key financial Information

2.1 That the attached statements of key financial information for the period 1 January 2025 to 31 December 2025 for the administrative fund, the capital works fund and any other fund prepared by the owners corporation be adopted.

2.2 That the audited financial statements for the period 1 January 2025 to 31 December 2025 be adopted.

***Explanatory Note:** The Financial Statements are a formal record of the financial activities and position of the strata scheme. A copy of the key financial information of the owners corporation is attached. The accounting records of the owners corporation are kept by the strata managing agent.*

Please direct any queries regarding the accounts to the managing agent at least 48 business hours prior to the meeting.

3. Auditor

That Thomas Davis & Co Chartered Accountants be appointed as auditors for the period 1 January 2026 to 31 December 2026.

Explanatory Note: The owners corporation must decide whether to appoint an auditor. It should be noted that it is compulsory to appoint an auditor for large schemes (schemes of more than 100 lots excluding utility lots) or schemes for which the annual budget exceeds \$250,000.

4. Commissions and training services

That the explanatory note and table below be received, approved and deemed to be a disclosure from the Strata Managing Agent on insurance commissions or remuneration, and training services received in the past 12 months and estimate of commissions and training services to be received in the next 12 months.

Explanatory Note: The strata managing agent under Section 60 of the Act is required to disclose all commissions, training services, relationship with suppliers and developers provided to the strata managing agent for the strata scheme. At the date of the notice of this meeting the strata manager has received the following

	Received in 2025	Expected in 2026
Insurance Commissions	Nil	Nil
Training	Nil	Nil
Relationship with Suppliers	Nil	Nil

5. Budget

That the estimated receipts and payments (budget) for the Administrative Fund and the Capital Works Fund for the period 1 January 2026 to 31 December 2026 proposed by the Strata Committee and presented by Strata Central be adopted.

Explanatory Note: This motion is to consider and approve the proposed budget for the next financial year and note the difference between the estimates and Capital Works Fund plan, pursuant to the requirements of the Act.

Please direct any queries regarding the budget to the managing agent at least 48 hours prior to the meeting.

6. Levy Contributions

6.1 That in accordance with Section 81 of the Act, the owners corporation determines that the following amounts are to be levied to raise the estimated contributions:

- (a) Administrative fund in the sum of \$350,000.00 plus GST
- (b) Capital works fund in the sum of \$80,000.00 plus GST

6.2 That those amounts be paid by unequal periodic instalments as set out in the tables following.

Administrative fund

Levy Instalment Due	Amount	GST	TOTAL
1 January 2026 (already issued)	\$80,000.00	\$8,000.00	\$88,000.00
1 April 2026	\$90,000.00	\$9,000.00	\$99,000.00
1 July 2026	\$90,000.00	\$9,000.00	\$99,000.00
1 October 2026	\$90,000.00	\$9,000.00	\$99,000.00
TOTAL	\$350,000.00	\$35,000.00	\$385,000.00

Capital Works fund

Levy Instalment Due	Amount	GST	TOTAL
1 January 2026 (already issued)	\$27,500.00	\$2,750.00	\$30,250.00
1 April 2026	\$17,500.00	\$1,750.00	\$19,250.00
1 July 2026	\$17,500.00	\$1,750.00	\$19,250.00
1 October 2026	\$17,500.00	\$1,750.00	\$19,250.00
TOTAL	\$80,000.00	\$8,000.00	\$88,000.00

- 6.3** That the Administrative Fund and Capital Works Fund contributions be continued at quarterly intervals commencing on 1 January 2027 until re-determined:

Administrative fund

Levy Instalment Due	Amount	GST	TOTAL
1 January 2027	\$87,500.00	\$8,750.00	\$96,250.00

Capital Works fund

Levy Instalment Due	Amount	GST	TOTAL
1 January 2027	\$20,000.00	\$2,000.00	\$22,000.00

- 6.4** That the Treasurer be authorised to levy those contributions by written notice.

Explanatory Note: Levy contributions provide funds to operate your scheme. All contributions must be calculated in proportion to the unit entitlements. The funds raised towards the administrative fund are to pay for the annual day to day recurrent expenses. The funds raised in the capital works fund are to pay for future capital expenditure. The owners corporation may also have a special fund for specific purposes.

7. Special Levy

- a. That, after consideration of the Owners Corporation's actual and estimated receipts and payments, a special contribution to the capital works fund be determined in accordance with section 81(4) of the Strata Schemes Management Act 2015, in the sum of \$200,000.00 plus GST for remediation works.
- b. That the special contribution be paid in two (2) equal instalments, due and payable on
 - i. \$100,000 (plus GST) due and payable on 1 July 2026
 - ii. \$100,000 (plus GST) due and payable on 1 January 2027

Explanatory Note: The Owners Corporation has identified ongoing and widespread water ingress issues affecting multiple lots and areas of the common property, including façade elements, window assemblies, and structural components. Investigations have confirmed defects such as inadequate cavity flashing, absence of water stop angles, façade cracking, and design-related deficiencies contributing to moisture penetration and internal damage. While some high-priority works have been completed, a number of units and common areas remain affected and require further remediation, including installation of flashings, waterproofing measures, and associated rectification works.

The proposed special levy is required to help fund the continuation and completion of these remedial works, as well as any necessary investigative and preventative measures to address the root causes of water ingress. These works are essential to protect the structural integrity of the building, prevent further damage to lots and common property, and mitigate potential health and safety risks associated with ongoing moisture issues.

The levy amount has been determined based on available quotes, estimated costs of remaining works, and anticipated contingencies. The Owners Corporation considers these works to be necessary and in the best interests of all lot owners to ensure the long-term performance and value of the building.

8. Capital Works Fund

That the owners corporation resolve to do the following:

- (a)** Review the Capital Works Fund Analysis report; and
- (b)** Update the report each five (5) years, and provide the Capital Works Fund Analysis report.

Explanatory Note: The owners corporation must prepare a plan of anticipated major expenditure to be met from the capital works fund over the 10-year period commencing on the date of the first annual general meeting. The capital works fund plan must be reviewed at least once every 5 years. The preparation of this plan is a significant exercise and the legislation allows the owners corporation to engage expert assistance in its preparation. The last Capital Works Fund Report was obtained in January 2021.

9. Restricted Matters

That the owners corporation determine what matters shall be a restricted matter that can only be decided at a general meeting.

Explanatory Note: An owners corporation may decide in a general meeting that a particular matter or type of matter can only be decided by the owners corporation in a general meeting. Such a decision effectively removes that matter or class of matters from the decision making powers of the Strata Committee.

10. Levy Collection

That the owners corporation resolve for the purpose of collecting levy contributions, interest and recovery costs to authorise the Strata Managing Agent and/or the Strata Committee to do all things necessary to commence and maintain debt recovery proceedings for collecting outstanding levy contributions including but not limited to the following;

- (a)** to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expense and arrange and monitor payment plans;
- (b)** to engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the owners corporation.
- (c)** to issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- (d)** enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
- (e)** filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- (f)** liaise, instruct and prepare all matters with the owners corporations' debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

Explanatory Note: The owners corporation must determine how they wish to deal with the recovery of outstanding levy arrears. Interest is not chargeable on outstanding levies until after 1 month from the due date and legal action cannot be taken unless 21 days written notice is given of such action in accordance with Section 86 of the Strata Schemes Management Act 2015.

11. Payment Plans

That the owners corporation resolve pursuant to Section 85(5) of the Strata Schemes Management Act 2015 to agree to enter into payment plans generally for the payment of overdue levy contributions, interest and recovery costs and to authorise the Strata Managing Agent and/or the Strata Committee to enter into, arrange and monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the Strata Committee or owners corporation by resolution.

Explanatory Note: The owners corporation must determine how they wish to deal with payment plans in the recovery of outstanding levy arrears.

12. Annual Fire Safety Statement

That the Owners Corporation resolves to do the following:

- (a)** Engage a suitably qualified consultant to carry out an annual Fire Safety Statement (and report) in accordance with the NSW Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021; and
- (b)** To submit any corrective actions report to the Strata Committee to determine what action is required, if any; and
- (c)** To delegate to the strata manager the function to lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner.

Explanatory Note: If the owners corporation is subject to a fire safety statement in respect of fire services the statement must be considered and arrangements made for the next annual fire safety statement.

An Annual Fire Safety Statement confirms that each essential fire safety measure installed in the building has been assessed and found to be performing to the standard required. This Statement is to be submitted to the Local Council and the Fire Commissioner.

13. Strata Committee

13.1 That written and verbal nominations be received for the election of the Strata Committee members.

13.2 That candidates for election to the Strata Committee disclose any connections with the original owner (developer) or building manager, in accordance with the Act.

13.3 That the owners corporation determine the number of persons to be elected to the Strata Committee.

13.4 That the Strata Committee members be elected.

Explanatory Note: The meeting must determine the number of members to be elected to the Strata Committee. The maximum number of Strata Committee members permitted by the Act is nine (9) or in a two lot scheme the number to be elected is two (2).

When the number has been determined, if the number of candidates exceed that number, there will be a Strata Committee ballot to fill the positions. The procedure for election of the Strata Committee is prescribed in Part 2 of the Regulations.

A person who is prepared to be nominated as a candidate for election to the Strata Committee must be financial and personally consent to the nomination. This can be done verbally at the meeting or in writing.

14. Insurances

14.1 That the current owners corporation insurances as in the Annexure to the Agenda of the meeting be confirmed and further that the Strata Committee be delegated the

function of increasing, altering or adding insurances should it be resolved to include further insurances.

Explanatory Note: The owners corporation is required to consider its insurances from time to time and where current insurances are in place the owners corporation may review those insurances.

14.2 That the owners corporation decide whether additional insurances as referred to in Section 165 (2) of the Act should be taken out.

Explanatory Note: Section 165(2) of the Act allows the owners corporation to take out additional insurances such as cover against liability for property, death or bodily injury to a voluntary worker, an error or omission by an office bearer or member of the Strata Committee of the owners corporation; and misappropriation of money or other property of the owners corporation.

14.3 That the property be re-valued for insurance purposes and the Managing Agent instructed to update the sum insured pursuant to the valuation.

Explanatory Note: As prescribed in Part 39 of the Regulations, the minimum amount for which a building is to be insured is to be calculated to take into account cost changes over a period of 24 months. The last insurance valuation was obtained in July 2022.

15. Window Locks and Safety Devices

- (a) That The Owners – Strata Plan No: 76844, resolve to undertake an inspection and obtain certification of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to *section 118 of the Strata Schemes Management Act 2015 and Regulation 30 of the Strata Schemes Regulations 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the Strata Committee.
- (b) That following the inspection of window safety devices the Owners – Strata Plan No 76844, authorise the Strata Committee to make arrangements for the installation, maintenance or repair of any required window safety devices within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and regulation 30 of the *Strata Schemes Management Regulation 2016*.

Explanatory Note: To prevent children falling from windows, all strata buildings in NSW must be fitted with compliant devices that enable their windows to be locked at 12.5cm when the devices are engaged. Owners corporations must have devices installed on all [common property](#) windows above the ground floor (where a window is 2 meters above the ground floor outside, and/or less than 1.7 meters above the inside floor surface) by 13 March 2018. The Act places a strict obligation on the Owners Corporation to maintain the common property inclusive of such devices. Therefore, it is appropriate for the Owners Corporation to consider the frequency within which they wish to inspect, maintain, and certify such devices. A failure to observe the strict obligation to repair and maintain the common property can result in the Owners Corporation being sued for damages by a lot owner if the failure to repair can be shown to have resulted in a foreseeable loss suffered by the owner, see section 106 (5) of the Act.

16. Utility Agreements

That the Owners Corporation consider entering into an agreement for the supply of a utility relevant to the scheme and the Strata Committee be authorised to consider and enter into any new agreements.

Explanatory Note: The Owners Corporation is to consider any agreements for the supply of electricity, gas or any other utility relevant to the scheme.

17. Environmental Sustainability

That the Owners Corporation consider environmental sustainability within the scheme, including consideration of the common property annual energy and water consumption and expenditure.

Explanatory Note: The Owners Corporation is to consider environmental sustainability within the scheme.

18. Voting Medium

That in accordance with Section 14(1)(a) of the Strata Schemes Management Regulation 2016, the Owners Corporation adopt pre-meeting electronic voting for matters to be determined by the corporation.

Explanatory Note: This motion is to allow owners to attend meetings by methods other than in person.

19. Building Management

That the Owners Corporation resolves, pursuant to Section 67 (b) of the Strata Schemes Management Act 2015, to appoint Sky Management- Building and Facility Pty Ltd as Building Manager in accordance with the terms of their contract and that the Managing Agent be authorised to execute the contract on behalf of The Owners – Strata Plan 76844.

Building Management Agreement - Annexure A

Explanatory Note: The motion is for the Owners Corporation to re-appoint the building manager as the building manager for the Strata Scheme. The motion includes those functions that are to be delegated to the building manager.

20. Cleaning Contract

That the fee proposal from Sky Management Service Pty Ltd for providing cleaning services in the building for \$46,686 plus GST per annum be considered.

The Name of your Strata Manager is: Linda Klimczak

Please contact your Manager if you have any questions in relation to this notice. This meeting may be recorded for the preparation of minutes.

Notes on appointment of proxies:

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

Notes on rights of proxies to vote:

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

PLEASE NOTE:

- A vote by an owner does not count if a priority vote is cast for the lot in relation to the same matter
- An unfinancial owner, mortgagee or covenant chargee cannot vote at a meeting on a motion (other than a motion requiring a unanimous resolution) unless payment has been made before the meeting of all contributions levied on the owner, and any other amounts recoverable from the owner, in relation to the lot
- Voting or other rights may be exercised in person (if the addressee is an individual) or by a company nominee (if the addressee is a corporation), or by a proxy appointed by the addressee

Quorum:

1. Quorum required for motion or election - A motion submitted at a meeting must not be considered, and an election must not be held at a meeting, unless there is a quorum present to consider and vote on the motion or on the election.
2. When quorum exists - A quorum is present at a meeting only in the following circumstances:
 - (a) if not less than one-quarter of the persons entitled to vote on the motion or election are present either personally or by duly appointed proxy,
 - (b) if not less than one-quarter of the aggregate unit entitlement of the strata scheme is represented by the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election,
 - (c) if there are 2 persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election, in a case where there is more than one owner in the strata scheme and the quorum otherwise calculated under this sub clause would be less than 2 persons.
3. A person who has voted, or intends to vote, on a motion or at an election at a meeting by a permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.

4. Procedure if no quorum - If no quorum is present within the next half-hour after the relevant motion or business arises for consideration at the meeting, the chairperson must:
 - (a) adjourn the meeting for at least 7 days, or
 - (b) declare that the persons present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.
5. Quorum for adjourned meeting - If a quorum is not present within the next half-hour after the time fixed for the adjourned meeting, the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.

Nominations for the Strata Committee:

Nomination of candidates for election prior to meeting

- The written notice of an annual general meeting will include a call for nominations for members of the strata committee at least 7 days before the annual general meeting of an owners corporation.
- Any owner, or any person entitled to vote at a general meeting of an owners corporation, may nominate a person for election as a member of the strata committee. The nomination is to be made in writing, given to the secretary of the owners corporation. The nomination must include the name of the person making the nomination, the name of the person nominated, and that the person nominated consents to the nomination.
- A nomination may be made at any time before the election is held and may be made at the meeting. An owner or a person may make a nomination even if the owner or person cannot vote because the owner is unfinancial.

Members of the strata committee

- The strata committee is to consist of the number of persons determined by the owners corporation (being no more than 9).

A strata committee for a strata scheme comprising of only 2 lots, will consist of either:

- The owner of each lot who is the sole owner or the company nominee if the sole owner is a company.
- For lots that are co-owned, the co-owner nominated by the other co-owner or company nominee, or if there is no such nomination, the co-owner first named on the strata roll.

The strata committee must be elected at each annual general meeting of the owners corporation.

Eligibility to be appointed or elected to a strata committee

The following persons are eligible for appointment or election to the strata committee of an owners corporation:

- An individual who is a sole owner of a lot,
- A company nominee of a corporation that is a sole owner of a lot,
- An individual who is a co-owner of a lot or a company nominee of a corporation that is a co-owner of a lot in the strata scheme, if the person is nominated for election by an owner who is not a co-owner of the lot or by a co-owner of the lot who is not a candidate for election as a member,
- An individual who is not an owner of a lot in the strata scheme, if the person is nominated for election by an owner of a lot who is not a member, or is not seeking election as a member, of the strata committee.

Definitions

Act – *Strata Schemes Management Act 2015*.

Regulations – *Strata Schemes Management Regulations 2016*.

Types of Resolution

Ordinary resolution is passed if a majority of the votes cast are in favour of it;

Special resolution is passed if not more than 25% of the value of votes cast are against the resolution. The value of votes cast is calculated on the basis of unit entitlement.

Unanimous resolution is passed if no vote is cast against it.

Minutes of Annual General Meeting

2-8 Ozone Street,
The Entrance NSW 2261

Strata Plan: SP76844

Held on 28/4/2025 at 10 am
Venue: in the gym.

Chaired by Terry Wilson,
Chairperson of the Strata
Committee.

PRESENT:

M Lillian Madden	U10	1
David Thompson	U43	1
Janette Allen	U39	1
Kay Thomas	U5	1
Robyn Black	U13	1
Terry Wilson	U40	1
Frank Munoz	U41	1
Grace Munoz	U41	0
Stuart Blair	U9	1
Victor Grech	U31	0
Rita Grech	U31	0
Irene Hughes	U37	0
Mirka Cabral	U38	1
Stephanie Grey	U36	1
Kevin Hughes	U37	0
Kathrine Blair	U9	0
Sheila Longden	U33	1
Peter Haiek	U35/Lot56	2
Linda Platt	U26	4
Janette Sontar	U21	1

Votes: Proxy Held:

2 Tony and Maria Bagala U25
Anup and Elora Dutta U4

1 Janette Thomson U42

Apologies:

Jim Tasses U48, Debbie Casey U15

In the lead up to the meeting the Chairperson Terry Wilson explained the circumstances which led to the committee running the meeting, rather than the strata manager. He apologised in case anything did not get included that should have been but that the committee did the best they could with the short notice they themselves were given.

He also talked about the possibility of the committee looking at an embedded electricity network and/or the possibility of EV charging but explained that there would be a lot of research done first and that nothing could be done as there was still over a year until our existing electricity contract ends.

The meeting was officially opened at 10.16am with 20 members present and 3 proxies held. Total votes possible 17. A list of nonfinancial lot numbers was read out.

- **Confirm Previous Minutes:** Accepted unanimously
- **Nominations for Strata Committee:** It was nominated that there be five (5) members, This motion was seconded and voted on unanimously.

There were four (4) people who self-nominated: Sheila Longden U33 (in writing), Terry Wilson U40, Robyn Black U13 and Frank Munoz U41.

It was resolved that the owners corporation accepted the above nominations. Accepted unanimously.

- **Confirm Financials:** That the Owner's Corporation resolve the financial statement presented for the period 01/01/2025 - 31/12/2025 be confirmed.

Copres were available on the day and time allowed for people to raise questions if needed.

Accepted by majority vote.

- **Appoint Auditor:** That the Owner's Corporation consider appointing an auditor, to audit the previous financial year Copies of past audits were requested and will be supplied once available from Hunter Strata Management. The new strata manager will arrange for the current year audit to take place.

Accepted by majority vote

Dave Thompson from U43 asked if there was any way to complain about the non action by Hunter Management. It was discussed that there is a complaint process via Fair Trading but that as some issues were caused by ill-health of the Strata Manager it was decided by the committee to see how both the audit report requests and the handover to a new strata company were handled to see if any further action was needed. Hunter Management's contract will cease on May 3 2025 regardless.

- **Confirm Insurance:** That the Owner's Corporation resolves that the insurance taken out by the Owners Corporation should be confirmed, varied or extended. Details of the insurance certificate were included with the agenda.

Accepted by the majority

- **Insurance Renewal Terms:** That the Owners Corporation resolve to renew the Strata Schemes Insurance after three (3) quotations are obtained by the Strata Manager. The quotations will be reviewed by the Strata Committee and they will then provide the Strata Managing Agent with clear direction on which quotation is accepted for payment. The Owners Corporation further resolve that should, for whatever reason, the current insurance policy not be renewed seven(7) days prior to the existing renewal due date, then the3 Strata Manager is to renew the current insurance policy with the existing insurer at the suggested amount of cover.

Accepted unanimously.

- **Strata Commission:** That the owners Corporation resolve to accept the below report of any commissions and training services received in the previous 12 months and the estimated amounts to be received in the following 12 months period:
 - a. Insurance Commission received- \$0
 - B. Estimated Commission Receivable - \$0
 - C. Training Services Provided - \$0

Accepted unanimously.

NB The treasurer advised that an item regarding Section 165(2) insurance was not included in the agenda. This was an oversight but could not be discussed nor voted on as it did not form part of the agenda. This and any other agenda items that were inadvertently left out will be addressed at a general meeting to be held in several months time.

- **Debt Collection:** That the owners Corporation- Strata Plan SP76844 resolve pursuant to the Strata Management Act 2015

(including Section 103) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any or more of the following:

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

Stage 1: 45 days in arrears

Stage 2: 75 days in arrears

Stage 3: 105 days in arrears

- b. recovery costs can be found in your Management Agreement under Further Services;

- c. to engage or appoint the services of a debt collecting agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners- Strata Plan SP76844;

- d. to issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any Lot Owner, Mortgagee in Possession and/or former Lot Owners in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;

- e. enter and enforce any judgement obtained in the collection of levy contributions including issuing writs for levy of property (personal and real property) garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;

- f. filing an appeal or defending an appeal against any judgement concerning the collection of levy contributions; and

- g. liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings. In accordance with Section 86 of the Strata Management Act 2015 the Owners Corporation expenses, in relation to

the recovery of arrears, are to be charged to the Lot responsible for the arrears .

Before a vote was taken, the Chairperson explained that there may be changes coming in the near future which may affect this ruling but that the vote taken will be valid until that time.

Accepted unanimously.

- **Annual Fire Safety Statement**

That the Owners Corporation resolve to engage a fire contractor the strata committee instruct for the required routine and annual testing contract, appoint a strata committee member to sign the completed Annual Fire Safety Statement (AFSS) and further delegate to the Strata Managing Agent any and all functions for the completion of the AFSS, which includes the arranging the completion of the AFSS inspection and all fire defect repairs that are required to have the AFSS completed, provide the completed AFSS for the Owners Corporation delegate to sign and return for your strata manager to lodge the statement with the Local Council and the Fire Commissioner. The Strata Managing Agent will provide written notice to all lots of the AFSS inspection date and time. Lot Owners will provide access to their lots for these AFSS inspections to occur.

Accepted Unanimously

- **Compulsory Compliance -Strata Hub**

That the Owners Corporation authorise the Strata Managing agent to complete the Fair Trading compulsory reporting requirements in relation to the Strata Hub annual audit. Fair Trading charges \$3,000 per lot as an annual audit submission fee plus a possible administration charge from the strata manager to complete this audit.

Accepted unanimously

- **10 Year Capital Works Plan and the required building valuation**

That the Owners Corporation consider and resolve the timing of the building valuation prior to the 5 year review of the the 10 Year Capital Works Fund Forecast of the Strata Schemes future repair, maintenance or replacement items in accordance with Section 80 of the Strata Schemes Management Act 2015:

Last report completed on 20/01/2021 by Solutions in Engineering
Planned review to take place in 2026

Accepted unanimously

- **Approve Budget**

That the Owners Corporation consider and resolve that the proposed budget, (copies available at the meeting) be adopted for the Levy Year Period of 01/01/2025 to 31/12/2025. The levies determined will be due and payable according to units of entitlements, in accordance with Section 80(1) of the Act, in quarterly instalments, on the following dates: 01/01/2025 (Issued), 01/06/2025, 01/07/2025 and 01/10/2025 and then issue 01/01/2026

Proposed Administrative Fund Budget: \$ 352,000.00 inc GST
Proposed Capital Works Fund Budget: \$ 473,000.00 inc GST

(This total budget represents an increase of approximately 5% to cover the increase in Insurance, electricity and inflation over the last year.)

Accepted Unanimously

- **Appointment of Strata Managing Agent**

1. That the appointment of **Hunter Strata** as Managing Agent for Strata Plan **76844** be terminated and the delegation of all of the Owners'

Corporations powers, authorities, duties and functions made to it pursuant to Section 52 of the Strata Schemes Management Act 2015 be revoked.

Explanatory note: *The motion is for the Owners Corporation to terminate Hunter Strata as the Strata Managing Agent for the Strata Scheme. The motion includes the revocation of those functions that were delegated to the managing agent.*

2. That in accordance with Section 49(2) of the Strata Schemes Management Act 2015 (the Act) that:

(a) Strata Central Pty Ltd be appointed as the Strata Managing Agent of Strata Scheme No: 76844.

(b) the Owners Corporation delegate to the Agent all of the functions of:

- (i) the Owners Corporation (other than those listed in section 52(2) of the Act); and
 - (ii) its chairperson, secretary and treasurer and the strata committee, necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement attached to the notice of the meeting; and
- (c) the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and
- (d) the Owners Corporation execute the Agreement to give effect to this appointment and delegation; and
- (e) authority be given for the common seal of the Owners Corporation to be affixed to the Agreement in accordance with section 273 of the Act.
- (f) the delegations in this motion supersede all previous delegations.

Explanatory note: *The motion is for the Owners Corporation to appoint Strata Central Pty Ltd as the Strata Managing Agent for the Strata Scheme. The motion includes those functions that are to be delegated to the managing agent.*

3. That, pursuant to the Act, the owners corporation resolves to change its address for the service of notices to c/- Strata Central Pty Ltd, PO Box 629 Bondi Junction NSW 1355, and to lodge the notice of change with LRS (Land Registry Service) in the prescribed form approved under the Real Property Act 1900.

Explanatory Note: The change of address will ensure that any statutory notices are sent to the office of the strata manager and not left unattended in a letterbox at the property.

Contract details will be sent out via a separate email

Accepted by Majority

● **Appointment of Building Manager**

Formal appointment of Sky Building management for Building management, cleaning and gardening services. Contract to change from monthly to a one year contract starting on 29 April 2025.

Accepted unanimously.

● **Safety Inspection**

Discussion re the need for a safety audit of the building in particular related to the maintenance of window safety hardware.

Accepted unanimously

● **18. Notice Of Strata Committee Meeting**

● Notice of Strata Committee Meeting Notice of Strata Committee Meeting for The Owners - Strata Plan SP76844 to be held immediately after the Annual General Meeting on 28/04/2025.

No vote required.

Meeting ended at 11.24 am



Strata Plan No. 76844

STATEMENT OF KEY FINANCIAL INFORMATION

For Period 1 January 2025 To 31 December 2025

Administrative Fund

Balance carried forward	47,465.98
Total income received	322,121.63
Total interest earned	0.00
Total contributions paid	351,385.63
Total unpaid contributions payable	7,394.33
Total expenditure for maintenance	147,606.85
Total expenditure for administration costs	186,428.72
Balance at end of reporting period	35,552.04

Principal items of expenditure proposed for next reporting period

Administration

Building Manager	65,000.00
Insurance - Premium	50,000.00
Utilities - Electricity	24,000.00
Management Fees	10,500.00
Utilities - Gas	6,000.00
Management Fees - Additional	3,570.00
Management Fees - Disbursement	3,000.00
Auditors - Audit Services	2,150.00
Consultancy	2,000.00
Subscriptions	2,000.00
Telephone - Lift	750.00
Accounting	450.00
Application Fees	320.00
Total of proposed administration expenditure	<u>169,740.00</u>

Maintenance

Cleaning - Other	45,000.00
Fire Protection Contract	22,000.00
Repairs - General Building	20,000.00
Maintenance -Lift	10,000.00
Repairs - Electrical	10,000.00
Repairs - Plumbing & Drainage	8,000.00
Repairs - Doors & Windows	7,000.00
Maintenance -Facilities-Pool	6,500.00
Maintenance -Gardens & Grounds	6,000.00
Maintenance -Ventilation	5,000.00
Repairs - Signage	5,000.00
Maintenance -Pest Control	2,500.00
Fire Monitoring	2,010.00
Repairs - Lift	2,000.00



Strata Plan No. 76844

STATEMENT OF KEY FINANCIAL INFORMATION

For Period 1 January 2025 To 31 December 2025

Administrative Fund

Repairs - Pool	2,000.00
Repairs - Tiling	2,000.00
Repairs - Cctv	1,800.00
Repairs - Roof	1,500.00
Repairs - Pump	1,000.00
Repairs - Facilities	500.00
Repairs - Garage Doors	500.00
Repairs - Gates	500.00
Services - Security	500.00
Locks, Keys & Card Swipes	400.00
Total of proposed maintenance expenditure	<u>161,710.00</u>
Total of proposed expenditure	<u>331,450.00</u>

Capital Works Fund

Balance carried forward	103,275.87
Total income received	110,534.94
Total interest earned	0.00
Total contributions paid	115,790.76
Total unpaid contributions payable	3,432.24
Total expenditure for maintenance	217,730.56
Total expenditure for administration costs	1,631.00
Balance at end of reporting period	-5,550.75



**INDEPENDENT AUDITOR'S REPORT
TO THE OWNERS OF STRATA PLAN 76844**

Opinion

We have audited the financial report of Strata Plan 76844 which comprises the Balance Sheet as at 31 December, 2025, and the Income and Expenditure Statements for the Administrative and Capital Works Funds for the year then ended, and a summary of significant accounting policies.

In our opinion, the accompanying financial report presents fairly, in all material respects, the financial position of Strata Plan 76844 and its financial performance for the year then ended in accordance with the accounting policies described in Note 1 to the financial statements, and the requirements of the New South Wales Strata Schemes Management Act 2015. We have not audited the Statement of Key Financial information.

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial report section of our report. We are independent of the Strata Plan in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants (the Code) that are relevant to our audit of the financial report in Australia, and we have fulfilled our other ethical responsibilities in accordance with the Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter – Basis of Accounting and Restriction on Distribution and Use

We draw attention to Note 1 to the financial report, which describes the basis of accounting. The financial report is prepared to assist the Strata Plan in complying with the financial reporting provisions of the New South Wales Strata Schemes Management Act 2015. As a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibilities of the Strata Committee for the Financial Report

The Strata Committee is responsible for the preparation of the financial report in accordance with the financial reporting provisions of the New South Wales Strata Schemes Management Act 2015 and for such internal control as the Strata Committee determines is necessary to enable the preparation of a financial report that is free from material misstatement, whether due to fraud or error.

The Strata Committee is responsible for overseeing the Strata Plan's financial reporting process.

A member of



Independent legal & accounting firms

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CHARTERED ACCOUNTANTS
AUSTRALIA • NEW ZEALAND

Auditor's Responsibilities for the Audit of the Financial Report

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

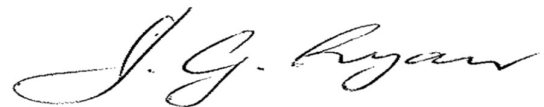
As part of an audit in accordance with Australian Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Strata Plan's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

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



THOMAS DAVIS & CO



PARTNER

Chartered Accountants

SYDNEY,

2 April 2026



THE OWNERS OF STRATA PLAN 76844

NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS
FOR THE FINANCIAL YEAR ENDED 31ST DECEMBER, 2025

NOTE 1 - STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

The Strata Plan is not a reporting entity and therefore the Financial Statements are a "Special Purpose Financial Report" pursuant to Australian Statements of Accounting Concepts since the only users of the Financial Statements are the Owners.

In accordance with the Strata Schemes Management Act 2015 the Financial Statements have been prepared on an accrual basis.

A member of



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Strata Plan No. 76844

BALANCE SHEET

AS AT 31 DECEMBER 2025

	ACTUAL 31/12/2025	ACTUAL 31/12/2024
<u>OWNERS FUNDS</u>		
Administrative Fund	68,633.39	47,465.98
Capital Works Fund	(42,596.39)	103,275.87
<u>TOTAL</u>	<u>\$ 26,037.00</u>	<u>\$ 150,741.85</u>
 <u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	101,392.61	188,746.00
Levies In Arrears	10,826.57	9,267.66
Other Arrears	325.82	1,274.46
Interest On Overdue Levies	706.73	1,369.08
Secondary Debtors	138.50	0.00
Prepaid Expenses	9,076.40	2,271.04
<u>TOTAL ASSETS</u>	<u>122,466.63</u>	<u>202,928.24</u>
<u>LIABILITIES</u>		
Gst Clearing Account	(1,318.58)	(32,449.93)
Payg Clearing Account	135.00	0.00
Arrears Clearing Account	(27.50)	0.00
Gst Prior Manager Handover	21,312.12	14,148.12
Creditors	2,081.17	5,804.78
Accruals	12,249.04	0.00
Levies In Advance	61,998.38	64,683.42
<u>TOTAL LIABILITIES</u>	<u>96,429.63</u>	<u>52,186.39</u>
 <u>NET ASSETS</u>	 <u>\$ 26,037.00</u>	 <u>\$ 150,741.85</u>



Strata Plan No. 76844

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JANUARY 2025 TO 31 DECEMBER 2025

	ACTUAL 01/01/25-31/12/25	BUDGET 01/01/25-31/12/25	VARIANCE %	ACTUAL 01/01/24-31/12/24
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Administrative Fund Levy	319,999.95	320,000.00	100.00	304,595.88
Certificate & Search Fees	85.55	0.00		420.00
Issue Keys	647.08	0.00		1,673.17
Recoveries	110.00	0.00		1,260.00
Sundry Income	0.00	16,000.00	0.00	4,000.00
Interest On Overdue Levies	1,279.05	0.00		1,596.01
TOTAL ADMIN. FUND INCOME	322,121.63	336,000.00		313,545.06
<u>EXPENSES - ADMINISTRATIVE FUND</u>				
Accounting	1,510.00	500.00	302.00	110.00
Application Fees	807.01	0.00		307.36
Auditors - Audit Services	740.00	2,000.00	37.00	0.00
Auditors - Taxation Services	0.00	0.00	0.00	90.00
Bank Charges	232.54	200.00	116.27	102.03
Building Manager	74,089.13	72,294.00	102.48	48,319.20
Certificate & Search Fees	85.55	0.00		436.00
Cleaning	42,197.73	40,000.00	105.49	0.00
Cleaning - Other	0.00	0.00	0.00	41,170.83
Consultancy	2,000.00	0.00		0.00
Debt Recovery Fees	0.00	0.00	0.00	270.92
Fire Protection Contract	3,223.29	15,775.00	20.43	14,761.63
Fire Monitoring	2,064.58	2,065.00	99.98	2,006.40
Gst Prior Period Adjustment	3,485.00	0.00		0.00
Honorarium/Misc Fees	0.00	859.00	0.00	0.00
Insurance - Premium	41,364.58	47,250.00	87.54	47,031.99
Insurance - Premium Stamp Duty	3,308.04	0.00		0.00
Legal Fees	0.01	400.00	0.00	449.08
Locks, Keys & Card Swipes	3,081.67	4,000.00	77.04	3,044.22
Maintenance - Doors	1,200.00	0.00		0.00
Maintenance - Facilities-Gym	660.00	0.00		0.00
Maintenance -Facilities-Pool	11,255.90	9,000.00	125.07	8,269.75
Maintenance -Gardens & Grounds	9,571.34	10,900.00	87.81	5,427.92
Maintenance -Hot Water System	450.00	0.00		0.00
Maintenance -Lift	300.00	10,000.00	3.00	0.00
Maintenance -Pest Control	2,154.54	2,978.00	72.35	1,418.18



Strata Plan No. 76844

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JANUARY 2025 TO 31 DECEMBER 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/01/25-31/12/25	01/01/25-31/12/25	%	01/01/24-31/12/24
Maintenance -Ventilation	784.00	3,000.00	26.13	200.00
Management Fees	11,544.74	10,308.00	112.00	9,816.66
Management Fees - Additional	5,255.60	2,300.00	228.50	3,095.25
Management Fees - Disbursement	3,575.56	3,020.00	118.40	2,916.66
Repairs - Cctv	0.00	0.00	0.00	1,614.13
Repairs - Doors & Windows	8,586.50	4,000.00	214.66	2,216.82
Repairs - Electrical	6,880.00	5,000.00	137.60	2,884.00
Repairs - Facilities	0.00	500.00	0.00	136.36
Repairs - Garage Doors	0.00	400.00	0.00	501.42
Repairs - Gates	1,100.00	1,000.00	110.00	382.50
Repairs - General Building	7,050.95	25,000.00	28.20	17,326.37
Repairs - Lift	(88.00)	350.00	(25.14)	2,015.00
Repairs - Plumbing & Drainage	8,016.90	6,000.00	133.62	5,120.45
Repairs - Pool	4,172.00	2,100.00	198.67	1,849.05
Repairs - Pump	2,806.92	2,000.00	140.35	345.91
Repairs - Roof	1,755.00	2,000.00	87.75	1,400.00
Repairs - Security Equipment	0.00	1,750.00	0.00	0.00
Repairs - Tiling	606.61	2,000.00	30.33	359.09
Services - Security	1,040.00	1,092.00	95.24	0.00
Subscriptions	0.00	0.00	0.00	2,000.00
Sundry Expense	2.77	1,000.00	0.28	0.00
Telephone Charges	0.00	0.00	0.00	118.18
Telephone - Internet	1,295.46	0.00		0.00
Telephone - Lift	720.00	760.00	94.74	720.00
Utilities - Electricity	26,667.13	25,200.00	105.82	21,275.89
Utilities - Gas	5,401.17	3,000.00	180.04	2,494.21
TOTAL ADMINISTRATIVE EXPENSES	300,954.22	320,001.00		252,003.46
SURPLUS / DEFICIT	\$ 21,167.41	\$ 15,999.00		\$ 61,541.60
Opening Admin. Balance	47,465.98	47,465.98	100.00	(14,075.62)
ADMINISTRATIVE FUND BALANCE	\$ 68,633.39	\$ 63,464.98		\$ 47,465.98



Strata Plan No. 76844

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JANUARY 2025 TO 31 DECEMBER 2025

	ACTUAL 01/01/25-31/12/25	BUDGET 01/01/25-31/12/25	VARIANCE %	ACTUAL 01/01/24-31/12/24
<u>CAPITAL WORKS FUND</u>				
<u>INCOME</u>				
Capital Works Fund Levies	109,999.97	110,000.00	100.00	103,950.08
Capital Works Special Levy	0.00	0.00	0.00	200,000.00
Interest On Investments	0.00	0.00	0.00	5,920.46
Interest On Overdue Levies	534.97	0.00		614.56
<u>TOTAL CAPITAL WORKS FUND INCOM</u>	110,534.94	110,000.00		310,485.10
<u>EXPENSES - CAPITAL WORKS FUND</u>				
Replacements/New - Cctv	0.00	0.00	0.00	32,011.40
Replacement/New -Gen Building	213,384.18	69,030.00	309.12	49,708.74
Replacement/New - Gym	1,481.07	0.00		0.00
Replacement/New -Landscaping	6,081.82	10,000.00	60.82	0.00
Replacement/New -Lift	(1,030.00)	2,970.00	(34.68)	491,930.20
Replacement/New -Painting	9,204.33	10,000.00	92.04	0.00
Replacement/New -Pool	5,722.18	8,000.00	71.53	4,034.95
Replacements/New -Roof	9,832.62	0.00		0.00
Replacement/New -Security Eqp	10,100.00	10,000.00	101.00	0.00
Income Tax Instalments	1,631.00	0.00		0.00
Tax Return Fee	0.00	0.00	0.00	80.00
<u>TOTAL CAPITAL WORKS EXPENSES</u>	256,407.20	110,000.00		577,765.29
<u>SURPLUS / DEFICIT</u>	<u>\$ (145,872.26)</u>	<u>\$ 0.00</u>		<u>\$ (267,280.19)</u>
Opening Capital Works Balance	103,275.87	103,275.87	100.00	370,556.06
<u>CAPITAL WORKS FUND BALANCE</u>	<u>\$ (42,596.39)</u>	<u>\$ 103,275.87</u>		<u>\$ 103,275.87</u>



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Strata Plan No. 76844

LOT BALANCE REPORT - ARREARS 31 December 2025

<u>Lot No</u>	<u>Unit No</u>	<u>Administrative Fund</u>	<u>Capital Works Fund</u>	<u>Other</u>	<u>Total</u>
14	14	1,628.94	570.46	180.44	2,379.84
16	16	0.00	0.00	6.60	6.60
18	18	0.00	0.00	38.45	38.45
28	28	0.00	0.00	23.49	23.49
30	30	3,173.06	1,093.37	191.05	4,457.48
45	45	-60.52	0.00	70.77	10.25
47	47	2,592.33	1,768.41	247.05	4,607.79
50	50	-209.58	0.00	224.65	15.07
53	C	0.00	0.00	0.10	0.10
Total		\$7,124.23	\$3,432.24	\$982.60	\$11,539.07



Strata Plan No. 76844

LOT BALANCE REPORT - ADVANCE

31 December 2025

Lot No	Unit No	Administrative Fund	Capital Works Fund	Other	Total
1	1	-1,086.42	-373.46	0.00	-1,459.88
3	3	-1,154.32	-396.80	13.82	-1,537.30
4	4	-1,303.70	-448.15	0.00	-1,751.85
6	6	-1,086.42	-373.46	0.00	-1,459.88
7	7	-1,168.76	-401.47	0.00	-1,570.23
9	9	-3,460.90	-550.85	0.00	-4,011.75
10	10	-1,534.57	-527.51	0.00	-2,062.08
12	12	-1,702.22	-504.17	0.00	-2,206.39
13	13	-1,693.81	-569.52	0.00	-2,263.33
15	15	-572.69	0.00	36.13	-536.56
17	17	-1,738.27	-597.53	0.00	-2,335.80
20	20	-1,520.99	-61.66	0.00	-1,582.65
21	21	-1,860.49	-244.05	0.00	-2,104.54
23	23	-1,575.31	-541.51	0.00	-2,116.82
24	24	-1,489.81	0.00	0.00	-1,489.81
25	25	-1,969.14	-676.89	0.00	-2,646.03
27	27	-1,643.21	-564.85	0.00	-2,208.06
29	29	-2,094.86	-709.57	0.00	-2,804.43
32	32	-3,666.67	-1,260.42	0.00	-4,927.09
33	33	-1,596.64	-536.84	0.00	-2,133.48
34	34	-1,575.19	-448.15	0.00	-2,023.34
35	35	-200.00	0.00	0.00	-200.00
37	37	-1,385.19	-476.16	0.00	-1,861.35
38	38	-17.97	0.00	0.00	-17.97
42	42	-1,860.49	-639.54	0.00	-2,500.03
43	43	-1,439.51	-494.83	0.00	-1,934.34
44	44	-1,969.14	-676.89	0.00	-2,646.03
46	46	-2,064.20	-709.57	0.00	-2,773.77
48	48	-3,095.88	-1,050.35	0.00	-4,146.23
52	C	-40.74	-14.00	0.00	-54.74
54	C	-54.32	-18.67	0.00	-72.99
56	S	-40.74	-14.00	0.00	-54.74
57	C	-138.16	-46.68	0.00	-184.84
Total		(\$47,800.73)	(\$13,927.55)	\$49.95	(\$61,678.33)



Strata Plan No. 76844

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/25-31/12/25	BUDGET 01/01/25-31/12/25	BUDGET 01/01/26-31/12/26
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Administrative Fund Levy	319,999.95	320,000.00	350,000.00
Certificate & Search Fees	85.55	0.00	0.00
Issue Keys	647.08	0.00	0.00
Recoveries	110.00	0.00	0.00
Sundry Income	0.00	16,000.00	0.00
Interest On Overdue Levies	1,279.05	0.00	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	322,121.63	336,000.00	350,000.00
<u>EXPENSES - ADMINISTRATIVE FUND</u>			
Accounting	1,510.00	500.00	1,000.00
Application Fees	807.01	0.00	900.00
Auditors - Audit Services	740.00	2,000.00	800.00
Bank Charges	232.54	200.00	250.00
Building Manager	74,089.13	72,294.00	76,000.00
Certificate & Search Fees	85.55	0.00	0.00
Cleaning	42,197.73	40,000.00	41,500.00
Consultancy	2,000.00	0.00	2,000.00
Fire Protection Contract	3,223.29	15,775.00	10,300.00
Fire Monitoring	2,064.58	2,065.00	2,200.00
Gst Prior Period Adjustment	3,485.00	0.00	0.00
Honorarium/Misc Fees	0.00	859.00	0.00
Insurance - Premium	41,364.58	47,250.00	45,500.00
Insurance - Premium Stamp Duty	3,308.04	0.00	3,700.00
Legal Fees	0.01	400.00	500.00
Locks, Keys & Card Swipes	3,081.67	4,000.00	4,000.00
Maintenance - Doors	1,200.00	0.00	1,300.00
Maintenance - Facilities-Gym	660.00	0.00	1,400.00
Maintenance -Facilities-Pool	11,255.90	9,000.00	12,000.00
Maintenance -Gardens & Grounds	9,571.34	10,900.00	10,000.00
Maintenance -Hot Water System	450.00	0.00	1,000.00
Maintenance -Lift	300.00	10,000.00	10,000.00
Maintenance -Pest Control	2,154.54	2,978.00	3,000.00
Maintenance -Ventilation	784.00	3,000.00	3,000.00
Management Fees	11,544.74	10,308.00	14,800.00
Management Fees - Additional	5,255.60	2,300.00	5,000.00



Strata Plan No. 76844

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/25-31/12/25	BUDGET 01/01/25-31/12/25	BUDGET 01/01/26-31/12/26
Management Fees - Disbursement	3,575.56	3,020.00	4,200.00
Repairs - Cctv	0.00	0.00	4,000.00
Repairs - Doors & Windows	8,586.50	4,000.00	7,000.00
Repairs - Electrical	6,880.00	5,000.00	7,000.00
Repairs - Facilities	0.00	500.00	500.00
Repairs - Garage Doors	0.00	400.00	400.00
Repairs - Gates	1,100.00	1,000.00	1,300.00
Repairs - General Building	7,050.95	25,000.00	15,000.00
Repairs - Lift	(88.00)	350.00	300.00
Repairs - Plumbing & Drainage	8,016.90	6,000.00	7,000.00
Repairs - Pool	4,172.00	2,100.00	6,000.00
Repairs - Pump	2,806.92	2,000.00	3,000.00
Repairs - Roof	1,755.00	2,000.00	2,000.00
Repairs - Security Equipment	0.00	1,750.00	1,000.00
Repairs - Signage	0.00	0.00	500.00
Repairs - Tiling	606.61	2,000.00	1,000.00
Services - Security	1,040.00	1,092.00	1,300.00
Sundry Expense	2.77	1,000.00	500.00
Telephone - Internet	1,295.46	0.00	1,400.00
Telephone - Lift	720.00	760.00	780.00
Utilities - Electricity	26,667.13	25,200.00	29,500.00
Utilities - Gas	5,401.17	3,000.00	6,000.00
TOTAL ADMINISTRATIVE EXPENSES	300,954.22	320,001.00	349,830.00
SURPLUS / DEFICIT	\$ 21,167.41	\$ 15,999.00	\$ 170.00
Opening Admin. Balance	47,465.98	47,465.98	68,633.39
ADMINISTRATIVE FUND BALANCE	\$ 68,633.39	\$ 63,464.98	\$ 68,803.39
NUMBER OF UNITS OF ENTITLEMENT:		6,480	6,480
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 49.38271605	\$ 54.01234568



Strata Plan No. 76844

PROPOSED ANNUAL BUDGET

	ACTUAL 01/01/25-31/12/25	BUDGET 01/01/25-31/12/25	BUDGET 01/01/26-31/12/26
<u>CAPITAL WORKS FUND</u>			
<u>INCOME</u>			
Capital Works Fund Levies	109,999.97	110,000.00	80,000.00
Capital Works Special Levy	0.00	0.00	200,000.00
Interest On Overdue Levies	534.97	0.00	0.00
<u>TOTAL CAPITAL WORKS FUND INCOM</u>	110,534.94	110,000.00	280,000.00
<u>EXPENSES - CAPITAL WORKS FUND</u>			
Replacements/New - Cctv	0.00	0.00	3,000.00
Replacement/New -Gen Building	213,384.18	69,030.00	240,000.00
Replacement/New - Gym	1,481.07	0.00	0.00
Replacement/New -Landscaping	6,081.82	10,000.00	0.00
Replacement/New -Lift	(1,030.00)	2,970.00	0.00
Replacement/New -Painting	9,204.33	10,000.00	0.00
Replacement/New -Pool	5,722.18	8,000.00	27,000.00
Replacements/New -Roof	9,832.62	0.00	0.00
Replacement/New -Security Eqp	10,100.00	10,000.00	0.00
Income Tax Instalments	1,631.00	0.00	0.00
Income Tax Payable	0.00	0.00	6,000.00
<u>TOTAL CAPITAL WORKS EXPENSES</u>	256,407.20	110,000.00	276,000.00
<u>SURPLUS / DEFICIT</u>	\$ (145,872.26)	\$ 0.00	\$ 4,000.00
Opening Capital Works Balance	103,275.87	103,275.87	(42,596.39)
<u>CAPITAL WORKS FUND BALANCE</u>	\$ (42,596.39)	\$ 103,275.87	\$ (38,596.39)
NUMBER OF UNITS OF ENTITLEMENT:		6,480	6,480
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 16.97530864	\$ 12.34567901

Building Details & Report Inputs

Supplied information

Building Name	Sandy Cove
Building Address	2-8 Ozone Street The Entrance NSW 2261
Strata Plan (SP) No	76844
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	2006
Number of Unit Entitlements	6480
Number of Units	52
Estimated Starting Capital Works Fund Balance	\$316,303
Starting date of Financial Year for Report	1/01/2021
GST Status	Registered for GST
Current Capital Works Fund Levy per Lot Entitlement (Inc. GST)	\$17.99

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000 in an average term)	2.80%
Company Taxation Rate	27.50%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on capital works fund balances over \$10,000.	2.03%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Building Cost Inflation Rate – based on average annual building cost over the past five years	3.00%
Forecast Period - Number of years the plan looks out.	15 years

15 Year Levy Table

Year	Year To dd/mm/yyyy	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	31/12/2021	116,600.00	10,600.00	17.99	1.64	4.50	0.41
2	31/12/2022	174,460.00	15,860.00	26.92	2.45	6.73	0.61
3	31/12/2023	174,460.00	15,860.00	26.92	2.45	6.73	0.61
4	31/12/2024	174,460.00	15,860.00	26.92	2.45	6.73	0.61
5	31/12/2025	174,460.00	15,860.00	26.92	2.45	6.73	0.61
6	31/12/2026	161,260.00	14,660.00	24.89	2.26	6.22	0.57
7	31/12/2027	166,097.80	15,099.80	25.63	2.33	6.41	0.58
8	31/12/2028	171,080.73	15,552.79	26.40	2.40	6.60	0.60
9	31/12/2029	176,213.16	16,019.38	27.19	2.47	6.80	0.62
10	31/12/2030	181,499.55	16,499.96	28.01	2.55	7.00	0.64
11	31/12/2031	186,944.54	16,994.96	28.85	2.62	7.21	0.66
12	31/12/2032	192,552.88	17,504.81	29.71	2.70	7.43	0.68
13	31/12/2033	198,329.46	18,029.95	30.61	2.78	7.65	0.70
14	31/12/2034	204,279.35	18,570.85	31.52	2.87	7.88	0.72
15	31/12/2035	210,407.74	19,127.98	32.47	2.95	8.12	0.74

Certificate of Currency Residential Strata Insurance Plan

Policy No	HQ0006151836
Policy Wording	FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	03/08/2025 to 03/08/2026 at 4:00pm
The Insured	THE OWNERS - STRATA PLAN 76844
Situation	2-8 OZONE STREET THE ENTRANCE NSW 2261

Cover Selected		Sum Insured
Section 1	Insured Property	
	Building	\$43,916,250
	Common Area Contents	\$439,162
	Loss of Rent & Temporary Accommodation (total payable)	\$6,587,437
	Optional Benefit Lot/Unit Wall Coverings	Selected
Section 2	Liability to Others	\$30,000,000
Section 3	Voluntary Workers	
	Death	\$200,000
	Total Disablement	\$2,000 per week
Section 4	Fidelity Guarantee	\$250,000
Section 5	Office Bearers' Legal Liability	\$2,000,000
Section 6	Machinery Breakdown	\$100,000
Section 7	Catastrophe Insurance	
	Sum Insured	\$6,587,437
	Extended Cover - Loss of Rent & Temporary Accommodation	\$988,115
	Escalation in Cost of Temporary Accommodation	\$329,371
	Cost of Removal, Storage and Evacuation	\$329,371
Section 8	Government Audit Costs and Legal Expenses	
	Government Audit Costs	\$25,000
	Appeal Expenses – common property health & safety breaches	\$100,000
	Legal Defence Expenses	\$50,000
Section 9	Lot Owners' Fixtures and Improvements (per lot)	\$250,000

Flood Cover is included.

The Table of Benefits Section 3 Voluntary Workers is replaced by

insured event	Benefit
1 Death	\$200,000
2 Total and irrecoverable loss of all sight in both eyes	\$200,000
3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	\$200,000
4 Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5 Total and irrecoverable loss of all sight in one eye	\$100,000
6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
i a weekly benefit of or if higher	\$1,000
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	\$2,000
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	\$500
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	\$1,000
7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	\$500
8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	\$2,000

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Flex+ Optional Benefits

Increased exploratory costs, replacement of defective parts	Selected
Extended Temporary Accommodation and Loss of Rent	Selected
Fusion	Selected
Floating floors	Selected
Fallen Trees	Selected
Landscaping	Selected
Fire extinguishing	Selected
Personal Property of Others	Selected
Removal, storage costs	Selected
Temporary Accommodation/Rent/contributions/storage	Selected

Emergency accommodation	Selected
Arson reward	Selected
Electricity, gas, water and similar charges - excess costs	Selected
Keys, lock replacement	Selected
Electricity, Gas, Water and Similar Charges - unauthorised use	Selected
Funeral Expenses	Selected
Modifications	Selected
Money	Selected
Mortgage Discharge	Selected
Pets, Security Dogs	Selected
Removal of Squatters	Selected
Court appearance	Selected

Date Printed

29/07/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM 8026 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

**STRATA PLAN 76844
('Owner')**

**SKY MANAGEMENT - BUILDING AND FACILITIES PTY
LTD
ACN 128 947 875
('Manager')**

BUILDING MANAGEMENT AGREEMENT

For

**Sandy Cove Apartments
SP 76844**

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FORM OF AGREEMENT

THIS BUILDING MANAGEMENT AGREEMENT is made on the 13th of March 2026

BETWEEN **THE PARTY NAMED IN ITEM 1 OF SCHEDULE 2** (Reference Schedule) (**'Owner'**)

AND **SKY MANAGEMENT - BUILDING AND FACILITIES PTY LTD** ACN 128 947 875
of 75 Alexander Street, Crows Nest (**'Manager'**)

RECITALS

- A. The Owner is the owner of the Building.
- B. The Owner has agreed to appoint the Manager to provide the services and perform the duties set out in this agreement in accordance with the terms of this agreement.
- C. The Manager will be acting as agent of the Owner in providing the Services as set out in this agreement in accordance with the terms of this agreement.

AGREEMENT

- 1. The Owner appoints the Manager to supply the Services in accordance with the terms of this agreement, which includes the schedules to this agreement.
- 2. The Manager accepts the appointment and the parties commit to perform their respective obligations under this agreement.
- 3. The Owner agrees with the Manager that:
 - (a) it has carefully considered its objectives, requirements and budgets for the Services; and
 - (b) it has decided on the scope, timing and standards for the Services without relying on the advice of the Manager.

EXECUTED as an agreement

THE COMMON SEAL of **THE OWNERS** of)
Strata Plan 76844 Owners Corporation, is)
affixed on in the presence of)
..... being the person(s))
authorised by section 273 of the Strata)
Schemes Management Act 2015 (NSW) to)
attest the affixing of the common seal.

SIGNED by the **AUTHORISED PERSON** of
STRATA PLAN 76844 in the presence of the witness named below:

.....
Signature of authorised person

.....
Signature of witness person

.....
Name of authorised person (print)

.....
Name of witness person (print)

.....
Office held

.....
Office held

SIGNED by the **AUTHORISED PERSON** of
SKY MANAGEMENT - BUILDING AND FACILITIES PTY LTD in the presence of the witness named
below:

.....
Signature of authorised person

.....
Signature of witness person

.....
Name of authorised person (print)

.....
Name of witness person (print)

.....
Office held

.....
Office held

SCHEDULE 1 - CONTRACT TERMS

1. DICTIONARY

1.1 Interpreting this agreement

In this agreement, unless a contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this agreement;
- (b) words importing the singular include the plural number and vice versa;
- (c) words importing a natural person include any company, partnership, joint venture, association, corporation, government, governmental or local authority or agency or body corporate;
- (d) a reference to any clause, annexure, schedule or exhibit is a reference to a clause, annexure, schedule or exhibit to this agreement and reference to this agreement means the formal partnering agreement between the Owner and the Manager in respect of the Services and includes any clause, annexure, schedule or exhibit to this agreement;
- (e) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and reference to any statute includes all regulations, proclamations, ordinances, by-laws, orders and delegated legislation issued under such statute;
- (f) a reference to a party to any document includes that party's executors, administrators, successors and permitted assigns;
- (g) any agreement or obligation by or on behalf of any two or more persons binds them jointly and severally;
- (h) a reference to an agreement or contract (other than this agreement) includes any undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (i) other grammatical forms of defined words or expressions have corresponding meanings;
- (j) a reference to a document or agreement, including this agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (k) a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency;
- (l) a reference to a specific time for the performance of an obligation is a reference to that time in the State or other place when that obligation is to be performed;
- (m) words or expressions defined in the Corporations Act 2001 as at the date this agreement is made have the meanings given to them in the Corporations Act 2001 at that date;
- (n) a reference to writing includes other methods of representing or reproducing words, figures or symbols in a permanent and visible form;
- (o) in determining any period of time prescribed or allowed under this agreement, the day of the act, event or default from which the designated period of time begins to run is included and, if the last day of the period is not a Business Day, then the period will run until the end of the next Business Day;

- (p) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement or any part of it; and
- (q) the expressions 'include', 'includes' and 'including' are to be read as if followed by the words 'without limitation'.

1.2 Meaning of words

In this agreement, unless the context otherwise requires, the following terms have the following meanings:

'Authorities' means the Government of the Commonwealth of Australia, the Government of the State in which particular services are supplied and Commonwealth and State Government departments and statutory and local authorities having jurisdiction in respect of all or particular aspects of the Services;

'Bank Bill Rate' means the rate being 2% above the Commonwealth Bank's Corporate Overdraft Reference Rate as amended from time to time;

'Building' means Common Property of the building described at **Item 9 of Schedule 2** (Reference Schedule);

'Business Day' means Monday to Friday excluding public holidays;

'Claim' means any claim, demand, remedy, injury, damage, cost, loss, expense, liability, suit, action, proceedings, verdict, judgment, right of action or debt, whether arising at law, in equity, under statute or otherwise.

'Commencement Date' means the date agreed to by both parties for commencement of the Services as specified in **Item 2 of Schedule 2** (Reference Schedule);

'Common Property' is common property in the Strata Scheme according to the Management Act;

'Confidential Information' means:

- (a) all information:
 - (i) disclosed (whether orally, electronically, in writing or in any other form) by a party or by any of its Related Bodies Corporate to the other party or any Personnel of that other party for the purposes of this agreement; and
 - (ii) treated (and notified to the receiving party) by the disclosing party or any of its Related Bodies Corporate or its Personnel as confidential; and
- (b) all copies, notes and records and all related information generated by the receiving party based on or arising out of any such disclosure;

"CPI" means the Consumer Price Index (All Groups) for Australia determined by the Australian Bureau of Statistics or the index officially substituted for it.

'Documents' means documents, reports, data, maintenance manuals, designs, drawings, calculations and all other written information, models and discs, tapes and other electronic data;

'Fee' means the amounts payable by the Owner to the Manager under this agreement for supply of the Services as calculated in accordance with **Schedule 4** (Fees Schedule) and adjusted in accordance with this agreement;

'Force Majeure Event' means an act, event or cause which is beyond the reasonable control of the Manager, including:

- (a) act of God, war, sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, act of terrorism, lightning, cyclone, earthquake, landslide, epidemic, quarantine, radiation or radioactive contamination, fire, flood or other natural disaster; and
- (b) strike, lockout or other industrial action;

'Good Practice' means industry practices applied in the state of NSW in the management of buildings of similar quality and type or as agreed between the parties from time to time;

'Insolvency Event' means in relation to any person:

- (a) **(insolvency)** the person fails (as defined by section 459F of the Corporations Act 2001 (Cth)) to comply with a statutory demand or informs a party to this agreement or creditors generally that the person is insolvent or financially unable to proceed with this agreement;
- (b) **(execution levied)** execution is levied against the person by a creditor;
- (c) **(receiver appointed)** a receiver, manager, receiver and manager, administrator, trustee, controller, managing controller or similar official is appointed to the person;
- (d) **(payments suspended)** the person suspends payment of its debts generally;
- (e) **(arrangements with creditors)** the person enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; or
- (f) **(winding up)** an application or order is made for the winding up or dissolution of, or the appointment of a provisional liquidator or liquidator to, the person or a resolution is passed or steps are taken to pass a resolution for the winding up or dissolution of the person otherwise than for the purpose of an amalgamation or reconstruction which has the prior written consent of the parties to this agreement;

'Intellectual Property Rights' means all intellectual property rights including but not limited to the following rights:

- (a) patents, copyright, rights in circuit layouts, unregistered and registered designs, trademarks, logos, business names, knowledge of work practices and procedures and any right to have Confidential Information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in **paragraph (a)**;

'Law' means:

- (a) those principles of law established or recognised by decisions of courts;
- (b) statutes of the Commonwealth or a State Government; and
- (c) binding requirements and mandatory approvals (including conditions) of Authorities;

'Lot Owner' is the owner or mortgagee in possession of a lot in the Building;

'WPI' is the 6345.0 Wage Price Index – Table 1, the seasonally adjusted private sector index of total hourly rates of pay excluding bonuses published by the Australian Bureau of Statistics;

'Manager' means Sky Management - Building and Facilities Pty Ltd, ACN 128 947 875;

'Management Act' is the *Strata Schemes Management Act 2015* (NSW);

'Manager's Representative' means the person named in **Item 3** of **Schedule 2** (Reference Schedule) or any replacement notified to the Owner in accordance with **clause 9.2**;

'Occupier' is the occupier or lessee of a strata lot in The Building;

'Owner' means the party named in item 1 of schedule 2;

'Owner's Facilities and Assets' means the assets, facilities and equipment described in **Schedule 3** (Owner's Facilities and Assets);

'Owner's Intellectual Property Rights' means those Intellectual Property Rights owned by or licensed to the Owner;

'Owner's Representative' means the person named in **Item 4** of **Schedule 2** (Reference Schedule) or any replacement notified to the Manager in accordance with **clause 9.1**;

'Personnel' means officers, employees, agents and contractors of a person and officers, employees and agents of that person's agents and contractors;

'Services' means the services specified in **Schedule 5** (Services), as they may be varied pursuant to **clause 7**;

'Services Contracts' are the contracts, which the Manager must enter into on behalf of the Owner. See **clause 3.5** for further information;

'Standards' means all Australian Standards applicable to services similar to the Services;

'Strata Committee' means the strata committee elected by the Owner from time to time;

'Strata Manager' is the person appointed by the Owner as its strata managing agent under the Management Act;

'Term' means the term of this agreement set out in **Item 5** of **Schedule 2** (Reference Schedule); and

'Variation' means any addition, reduction, variation, change to or omission from the Services.

'WHS Law' means the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*.

2. WHAT IS THE TERM OF THIS AGREEMENT?

2.1 Term

Subject to **clause 2.2**, the Manager is appointed for three years (unless this agreement is terminated earlier in accordance with **clause 15**).

2.2 How is the Term extended?

This Agreement will renew for a further three-years term upon expiry, unless written notice is provided at least 30 days prior to the end of the current term.

3. WHAT DOES THE MANAGER HAVE TO DO?

3.1 How does the Manager have to perform the Services?

The Manager will perform the Services:

- (a) at all times acting as agent of the Owner and not as principal;
- (b) in a diligent manner and with due care and skill;
- (c) in accordance with:
 - (i) this agreement;
 - (ii) all applicable Laws and Standards;
 - (iii) the requirements of Authorities; and
 - (iv) the reasonable directions, policies, procedures, standards and protocols of the Owner from time to time; and
- (d) in regular consultation with the Owner and others as directed by the Owner.

3.2 Who controls the Building?

The Manager acknowledges that this agreement does not derogate from the ability of the Owner to exercise control over:

- (a) the operation of; or
- (b) the direction to be taken in relation to the use or redevelopment of,

the Building and the Manager acknowledges that this control remains with the Owner.

3.3 What is the Manager not responsible for?

- (a) Subject to the Manager duly performing the Services any Variations agreed under **clause 7**, the Manager is not responsible for:
 - (i) personally performing any fitout work in the Building;
 - (ii) supplying, installing, repairing or replacing any assets, facilities or equipment unless required as part of performing the Services
- (b) Despite the provisions of paragraph (a) and without imposing any obligation on the Manager, the Manager may perform emergency additions, alterations or other emergency work to the Building or any assets, facilities or equipment on the Building. In the event that the Manager incurs increased cost as a direct result of performing the work in this clause 3.3(b), the Fee will be increased by the amount of that cost, such amount to be verified by documentation reasonably required by the Owner.

3.4 Subcontracts - What is the Manager's responsibility?

The Manager may not subcontract any part of the Service, without the prior written consent of the Owner. If the Owner gives written permission to subcontract any part of the Service, then the Manager will be liable for the acts, defaults and neglects of any subcontractor as fully as if they were the acts, defaults or neglects of the Manager.

3.5 Service Contracts

- (a) The Owner appoints the Manager as its authorised agent to:
 - (i) negotiate Service Contracts, including obtaining competitive quotes; and
 - (ii) subject to the written consent of the Owner, enter into each Service Contract on behalf of the Owner as the Owner's agent.
- (b) Each Service Contract must be established on terms requiring compliance with the minimum requirements as advised by the Owner from time to time including:
 - (i) that the services provided under those contracts must be performed in accordance with Good Practice; and
 - (ii) the Manager must have consent from the Owner to authorise works or incur costs in addition to those consented to by the Owner when the Owner entered into the Service Contract.

4. WHAT ARE THE MANAGER'S GENERAL RIGHTS AND OBLIGATIONS?

4.1 The Manager's Personnel

The Manager will use its best endeavours to:

- (a) employ Personnel with the skill, competence, training and experience necessary to enable those Personnel to properly perform the functions for which they are being employed;
- (b) ensure that its Personnel are properly briefed and trained at all times to exercise all necessary precautions for the safety of all persons and property in or near the Building;
- (c) ensure that its Personnel understand and comply with:
 - (i) all relevant workplace health and safety legislation and environmental regulations;
 - (ii) all requirements of Authorities which apply to their functions; and
 - (iii) all policies and procedures which apply to their functions from time to time at the Building and any other place where the Services are performed; and
- (d) obtain and maintain all relevant licences, permits, consents or approvals necessary to lawfully perform its obligations under this agreement. The Manager will only be responsible for payment of fees in relation to those licences, permits, consents or approvals which are necessary for the Manager to perform the Services excluding fees required for operating the Building in accordance with the relevant Laws and Standards and fees which are specific to the Building or work on or in the Building all of which fees will be payable by the Owner or, if paid by the Manager, will be added to the Fee.
- (e) The Manager must ensure that all Personnel;
 - (i) act diligently, ethically and honestly;
 - (ii) do not consume any alcoholic beverages on the Common Property or attend the Common Property whilst inebriated;
 - (iii) do not take or use any drug unless prescribed by a medical practitioner or lawfully available without prescription and used in accordance with directions;
 - (iv) do not smoke in any enclosed areas of the Common Property or any areas displaying a no smoking sign;
 - (v) comply with all procedures, policies, rules, regulations, standards of conduct and lawful directions of the Owner in respect of the use of the Common Property, equipment, business ethics or methodology, or contact with the Owners residents, employees, contractors or agents.
 - (vi) do not commit any criminal offence, or otherwise breach any Law which could adversely affect the interests of the Owner or the provision of the Services;

- (vii) wear suitable protective clothing and equipment as required;
- (viii) do not otherwise act in any manner which could disrupt or adversely affect the Owners Corporation's reputation, interests or goodwill.

4.2 The Manager's coordination responsibility

- (a) The Manager will co-ordinate the Services with, and in performing the Services, co-operate with:
 - (i) any persons which the Owner notifies the Manager are providing services at the Building or services which interface with the Services ; and
 - (ii) the other service providers such as the Strata Manager.
- (b) If:
 - (i) the Manager, in coordinating the Services under paragraph (a) with such other persons, is of the opinion, acting reasonably, that any such other person is not providing its services to the standard or manner in which it is required to provide them or is not co-operating with the Manager; and
 - (ii) the Manager notifies the Owner of this,

the Owner must, but subject to clause 4.2(c), take reasonable steps to ensure that the person remedies the default or must appoint a replacement.
- (c) If the Owner is not of the same opinion, acting reasonably, as the Manager in respect of other persons' performance of services that interface with the Services, the Owner need not take any steps to remedy the alleged default.
- (d) The Owner is at liberty to appoint other contractors to provide any other service which may interface with the Services. The Manager will provide reasonable cooperation and assistance to and deal with such other contractors as notified in writing from time to time by the Owner.

4.3 When can the Manager put up signs?

The Manager may:

- (a) without having to obtain the Owner's prior consent, put up signs on the Building to assist in its performance of the Services; and
- (b) put up other signs on the Building subject to obtaining the Owner's prior consent, such consent not to be unreasonably withheld.

4.4 Workplace Health and Safety

- (a) The Manager is deemed a person conducting a business or undertaking as defined in the WHS Law and has a primary duty of care to ensure workers and others are not exposed to a risk to their health and safety in accordance with the requirements under the WHS Law.

- (b) The Manager must ensure that the Owner's WHS management plan (if supplied by the Client) is maintained and kept up to date during the course of the performance of the Services.
- (c) The Manager must:
 - (i) at all times comply with and maintain the Owner's security and safety requirements;
 - (ii) ensure that before any Personnel commences work at the Building, they are made aware of the content of the WHS management plan (if supplied by the client) and of their right to inspect it;
 - (iii) do all things necessary to assist the Owner and refrain from doing anything that may impede the Owner in discharging its obligations under all applicable Laws relating to WHS in relation to the Common Property;
 - (iv) immediately comply with directions on safety issued by any relevant Authorities or by the Owner; and
 - (v) keep a record of all injuries and incidents to Personnel that occur on the Common Property and while the Personnel are travelling to or from the Common Property.

5. WHAT IS THE PROCEDURE FOR PAYING THE MANAGER?

5.1 How are invoices given and how is payment made?

- (a) In consideration for the Manager performing the Services, the Owner must pay the Manager the Fee in accordance with this agreement.
- (b) The Manager will submit invoices for Services provided in accordance with **Schedule 4** (Fees Schedule).
- (c) Invoices submitted by the Manager to the Owner must be paid by the Owner in the manner set out in **Schedule 4** (Fees Schedule).

5.2 When is interest payable?

The Owner must pay the Manager interest on any amount not paid in accordance with this agreement at the rate stated in **Item 6** of **Schedule 2** (Reference Schedule) for the period from the last date on which the amount should have been paid to the date on which the amount was paid. This clause does not limit any other rights or remedies of the Manager for non-payment or late payment.

5.3 *Set-off*

The Manager may deduct from any monies payable to the Owner the value of any claim by the Manager against the Owner.

6. WHAT ARE THE OWNER'S OTHER OBLIGATIONS?

6.1 What does the Owner have to give the Manager?

The Owner must:

- (a) provide the Manager with copies of all available as built plans and specifications, maintenance manuals, essential services log books and warranties given by third parties relating to the Building or any equipment, assets or facilities in the Building;
- (b) provide the Manager with all other information in its possession reasonably requested by the Manager for the purpose of carrying out its obligations under this agreement;
- (c) provide the Manager with access to and use of the Owner's Facilities and Assets on the conditions set out in this agreement;
- (d) provide the Manager with such access to and use of the Building as is reasonably required by the Manager for the purpose of supplying the Services; and
- (e) not prevent the Manager from performing its obligations and exercising its rights under this agreement.

6.2 Owner's Acknowledgement

The Owner acknowledges that the Manager's obligation to perform the Services is subject to the Manager being given the information and access to the Building referred to in clause 6.1. The Manager is relieved of its obligation to perform the Services to the extent that it is unable to do so because the Owner has failed to provide information or access required under clause 6.1.

6.3 Information from the Owner

The Manager may rely on any written information provided by the Owner whether under this clause or otherwise. The Owner warrants that so far as the Owner is aware any such information is true and accurate in all respects and agrees to indemnify and keep indemnified the Manager against any loss, cost, damage or expense incurred or to be incurred by it if such information is incorrect or inaccurate.

6.4 Is a Strata Manager required?

The Owner must appoint and have at all times a Strata Manager according to the Strata Schemes Management Act.

7. HOW CAN THE SERVICES BE VARIED?

7.1 Variations following changes in Law or Standards

In the event that a Variation is required to comply with any Law or Standard, the Manager, subject to the written consent of the Owner, may implement the Variation. The Fee will be adjusted in accordance with Schedule 4 (Fee Schedule) as a result of the Variation.

7.2 Variations for any reasons

- (a) At any time during this agreement, the parties may agree to a Variation and to the adjustment to the Fee as a result of a Variation.
- (b) If the parties fail to agree on the adjustment to the Fee as a result of a Variation, the adjustment will be determined in accordance with Schedule 4 (Fee Schedule), or if no basis

set out in Schedule 4 is applicable, using reasonable rates and prices. The Manager must implement any agreed Variation.

8. WHAT HAPPENS IF THERE IS A FORCE MAJEURE EVENT

8.1 What effect does a Force Majeure Event have on the Manager's obligations?

If the Manager is delayed in or prevented from carrying out any of its obligations under this agreement due to a Force Majeure Event, the Manager will be excused from performance of such obligation for as long as and to the extent that the prevention or delay lasts. The Owner will continue to pay the Fee, subject to any reduction for any direct costs not incurred by the Manager due to a Force Majeure Event.

8.2 What must the Manager do if there is a Force Majeure Event?

The Manager will:

- (a) notify the Owner immediately after becoming aware that a Force Majeure Event has occurred; and
- (b) keep the Owner fully informed of the circumstances of the Force Majeure Event and the effect upon performance of its obligations.

8A. PERFORMANCE REVIEW

If requested by the Owner, the Manager will meet with the Strata Committee or the Owner's Representative as required by the Owner from time to time for the purpose of considering the Manager's performance under this Agreement.

9. WHAT ARE THE RULES FOR DETERMINING THE PARTY'S REPRESENTATIVES

9.1 Owner's Representative

The Owner:

- (a) nominates as its representative the Owner's Representative, with authority to act in all matters on behalf of the Owner; and
- (b) may replace its representative from time to time by notice in writing to the Manager.

9.2 Manager's Representative

The Manager:

- (a) nominates as its representative the Manager's Representative, with authority to act in all matters on behalf of the Manager; and
- (b) may replace its representative from time to time by notice in writing to the Owner.

9.3 What is the relationship between the Manager's Representative and the Owner's Representative?

- (a) The Manager's Representative will report directly to, and liaise with, the Owner's Representative.
- (b) The Owner's Representative will liaise directly with the Manager's Representative.

10. WHAT INSURANCE IS REQUIRED?

10.1 What insurance policies have to be effected by the Manager?

The Manager will take out and maintain valid and enforceable insurance policies as specified in Schedule 6 (Insurance). Subject to the provisions of Schedule 6, the policies must be maintained for the Term and, if the term is extended.

10.2 What insurance policies have to be effected by the Owner

The Owner must take out and maintain valid and enforceable insurance policies as specified in Schedule 6 (Insurance). Subject to the provisions of Schedule 6, the policies must be maintained for the Term and, if the term is extended.

10.3 What terms does an insurance policy need to include?

Where this agreement requires insurance to be effected in joint names, the party effecting the insurance must ensure that the insurance policy provides that:

- (a) insofar as the policy may cover more than one insured, all insuring agreements and endorsements (with the exception of limits of liability) will operate in the same manner as if there were a separate policy of insurance covering each named insured;
- (b) the insurer waives all rights, remedies or relief to which it might become entitled by subrogation against any one of the parties covered as an insured and that failure by any insured to observe and fulfil the terms of the policy will not prejudice the insurance in regard to any other insured;
- (c) any non-disclosure by one insured does not prejudice the right of any other insured to claim on the policy; and
- (d) a notice to the insurer by one insured will be deemed to be notice by all insured parties.

10.4 When does evidence of insurance have to be provided?

Each party must not later than 5 Business Days prior to the Commencement Date and each year on the anniversary of the Commencement Date and at other times as required by the other party provide the other party with certificates of currency in respect of insurance required by this clause 10.

10.5 What happens if a party is entitled to make a claim under an insurance policy?

If either party becomes aware of any circumstances in respect of which the Manager or the Owner is entitled to make a claim under an insurance policy effected pursuant to this clause, that party must inform the other party of those circumstances in writing as soon as practicable.

10.6 When must the Manager notify the Owner about loss or damage?

The Manager will notify the Owner immediately upon becoming aware of any incident causing damage or loss to the Building or the Owner's Facilities and Assets or any injury to or death of any person arising out of the performance of the Services ("WHSE Incident").

Within one week of the incident causing the damage, loss, injury or death, the Manager will prepare and submit to the Owner a detailed report of the incident, except where the incident has not caused injury or death and the value of the loss or damage is less than \$5,000.

Furthermore, the Manager will notify the Owner immediately of any WHSE Incident's classified as significant near miss and reportable in accordance with the Managers reporting guidelines relating to a safety matter or damage to property, arising out of the Services. Within one week of a significant near miss, the Manager will prepare and submit to the Owner a detailed report of the significant near miss.

10.7 What if a party fails to take out insurance or provide evidence of insurance?

If either party fails to have insurance or provide evidence of insurance as required by this clause 10, the other party may in its discretion take out the insurance and the premiums paid will be a debt due from the first party to the other party.

11. WHAT FACILITIES AND ASSETS DOES THE OWNER HAVE TO PROVIDE

11.1 Use of the Owner's Facilities and Assets (Office related as per Schedule 3)

On and from the Commencement Date and for so long as the Manager is required by this agreement to provide the Services the Owner must make the Owner's Facilities and Assets available for exclusive use by the Manager and its Personnel.

11.2 Who has to repair and replace the Owner's Facilities and Assets?

- (a) The Owner is responsible for the repair and replacement of the Owner's Facilities and Assets.
- (b) The Owner:
 - (i) must promptly replace items comprising the Owner's Facilities and Assets if the items are worn out, unsafe or obsolete and must repair or replace damaged items if these items are capable of repair; and
 - (ii) will notify the Manager in writing if it proposes to repair or replace any items comprising the Owner's Facilities and Assets.
- (c) Without limiting paragraph (b), if the Manager becomes aware of the need to repair or replace any item comprising the Owner's Facilities and Assets, it will:
 - (i) give the Owner reasonable notice of this; and
 - (ii) the Owner must take reasonable steps to repair or replace the item.

11.3 Who has to maintain the Owner's Facilities and Assets?

The Manager will, subject to compliance by the Owner with its obligation under clause 11.2, maintain the Owner's Facilities and Assets in safe, good and clean working order suitable to provide the Services. Excepting the MYBOS, BuildingLink (or similar) subscription, licence fees and costs of such maintenance will be a variation referred to in Schedule 4 (Fee Schedule).

11.4 Ownership of the Owner's Facilities and Assets

The Owner's Facilities and Assets will, at all times, remain the property of the Owner.

12. HOW ARE INTELLECTUAL PROPERTY RIGHTS DEALT WITH?

12.1 Manager's intellectual property rights

- (a) The Manager represents and warrants that the performance of the Services (other than the use by the Manager or its Personnel of any of the Owner's Intellectual Property Rights or Documents in the performance of the Services) will not infringe the Intellectual Property Rights of any person.
- (b) The Manager's Intellectual Property Rights are not assigned to the Owner by this agreement.

12.2 Owner's Intellectual Property Rights

- (a) The Owner represents and warrants that the use by the Manager or its Personnel of the Owner's Intellectual Property Rights or Documents provided or made available to the Manager for the purposes of this agreement will not infringe the Intellectual Property Rights of any person.
- (b) The Owner's Intellectual Property Rights are not assigned to the Manager by this agreement.

12.3 What Indemnities exist if Intellectual Property Rights are infringed?

- (a) The Manager indemnifies the Owner and its Personnel against all claims, loss, cost, damage or expense occurring as a direct or indirect result of a claim that the performance of the Services (other than the use by the Manager or its Personnel of any of the Owner's Intellectual Property Rights or Documents in the performance of the Services) has infringed the Intellectual Property Rights of any person.
- (b) The Owner indemnifies the Manager and its Personnel against all claims, loss, cost, damage or expense occurring as a direct or indirect result of a claim that the use by the Manager or its Personnel of any of the Owner's Intellectual Property Rights or Documents has infringed the Intellectual Property Rights of any person.

13. HOW ARE DOCUMENTS DEALT WITH?

13.1 Who owns the Documents?

All materials and Documents made available by the Owners to the Manager remain the property of the Owner.

13.2 What rights does the Manager have to use the documents?

The Owner grants to the Manager during the duration of this agreement, a non-exclusive, royalty free licence to use and to make any necessary modifications to the materials and Documents made available by the Owner to the Manager for the purpose of performing the Services.

14. HOW IS CONFIDENTIALITY INFORMATION DEALT WITH?

14.1 How is Confidential Information to be used?

Each party:

- (a) must keep the Confidential Information confidential; and
- (b) may use the Confidential Information only for the purpose of performing their respective obligations under this agreement.

The Manager:

- (c) may disclose the Confidential Information to enable it to provide the Services but only:

- (i) to Permitted Employees and Permitted Disclosees; and
- (ii) to the extent that the Permitted Employee or Permitted Disclosee has a need to know.

14.2 Who is a Permitted Employee?

A 'Permitted Employee' is an officer or employee of the Manager:

- (a) whose name and position with the Manager has been notified to the Owner in writing before disclosure; and
- (b) who before disclosure has been directed and undertaken in writing to comply with clauses 14.1 and 14.5 ('Undertaking').

14.3 Who is a Permitted Disclosee?

A 'Permitted Disclosee' is a person (other than a Permitted Employee) who has agreed in writing to comply with clauses 14.1 and 14.5 (also an 'Undertaking') before disclosure is made of the Confidential Information to that person.

14.4 Do Undertakings have to be enforced?

Each party must enforce each Undertaking.

14.5 What are each party's other obligations in relation to Confidential Information?

Each party must:

- (a) not copy the Confidential Information or any part of it other than as strictly necessary for the purposes of this agreement and must mark any such copy 'Confidential';
- (b) safeguard the Confidential Information in its possession in the same way as it safeguards its own confidential information;
- (c) implement security practices aimed to protect against any unauthorised access, use, copying, disclosure (whether that disclosure is oral, electronic, in writing or in any other form), damage to or destruction of the Confidential Information;
- (d) immediately notify the other party if the party suspects or becomes aware of any unauthorised access, use, copying, or disclosure in any form; and
- (e) comply with all directions given by the other party regarding a suspected or actual breach of this clause.

14.6 Are there any exceptions to the rules about confidentiality

A party's obligations under this clause 14:

- (a) do not apply to the extent that information is:
 - (i) independently developed or known by that party;
 - (ii) public knowledge (otherwise than as a result of a breach of this agreement); or
 - (iii) required to be disclosed or retained by law; and

- (b) continue indefinitely in relation to Confidential Information, even if that Confidential Information is returned to the other party or destroyed.

14.7 No warranty or liability

Neither party (including its officers, employees, agents or advisers):

- (a) makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information (unless otherwise specified in this agreement); and
- (b) is liable for direct or indirect damage arising in any way out of the use of, or termination of the other party's right to use, the Confidential Information.

15. HOW CAN THIS AGREEMENT BE TERMINATED?

15.1 Termination for Force Majeure Event

Either party may immediately terminate this agreement by giving the other party written notice if a Force Majeure Event delays or prevents the Manager from carrying out an obligation under this agreement by more than 21 days.

15.2 Termination for the Manager's default or insolvency

If:

- (a) the Manager breaches any provision of this agreement and fails to remedy the breach within one calendar month of receiving notice from the Owner requiring it to do so;
- (b) an Insolvency Event occurs in relation to the Manager; or
- (c) the Manager ceases to carry on business,

the Owner may, by notice in writing to the Manager, immediately terminate this agreement.

15.3 How are insolvency events to be notified?

Each party must notify the other in writing immediately if an Insolvency Event occurs in relation to it or any of its Related Body Corporate.

15.4 Termination for the Owner's default or insolvency

If:

- (a) the Owner breaches any provision of this agreement and fails to remedy the breach within one calendar month of receiving notice from the Manager requiring it to do so;
- (b) an Insolvency Event occurs in relation to the Owner; or
- (c) the Owner ceases to carry on business,

the Manager may, by notice in writing to the Owner, do one or more of the following:

- (d) terminate this agreement; or

- (e) suspend all or any part of the Services until the Owner has remedied the breach.

15.5 What are the consequences if this agreement is terminated or expires?

On termination or expiry of this agreement for any reason:

- (a) once payment of the Manager's final invoice is received, the Manager will give the Owner a list of all the Owner's Facilities and Assets used in performing the Services and must ensure they are returned to the possession and control of the Owner;
- (b) once payment of the Manager's final invoice is received, the Manager will give the Owner a written list of all contracts and licences which it has been using in providing the Services; and
- (c) the Manager will, if requested, provide reasonable assistance to the Owner (at the Owner's cost), to effect the smooth transition of provision of the Services by the Manager to the Owner or a new contractor to the Owner.

15.6 What amount is the Manager entitled to be paid on termination

- (a) Upon termination of this agreement for any reason the Manager is entitled (without limiting any other rights or remedies of the Manager) to payment of all outstanding Fees and any other amounts due to the Manager under this agreement for Services performed by the Manager in accordance with this agreement to the date of termination; and
- (b) if this agreement is terminated under clause 15.4, then the Owner must pay to the Manager on the date of termination of this agreement:
 - (i) the cost of all goods and materials reasonably ordered by the Manager for the carrying out of the Services for which it is legally bound to pay;
 - (ii) the reasonable costs of removing from the place where the Services were carried out all labour, plant and equipment used in connection with the Services; and

15.7 What clauses continue to apply after the agreement is terminated or expires?

After termination or expiration of this agreement clause 14 (confidentiality), clause 15.5 (consequences of termination), and clause 16 (dispute resolution) and any other provisions of this agreement which provide for rights, interests, duties, claims, undertakings and obligations subsequent to termination or expiration of this agreement, will continue to apply.

15.8 How does termination affect a party's accrued rights?

Termination of this agreement will not affect the accrued rights or remedies of either party.

16. WHAT HAPPENS IF THERE IS A DISPUTE?

16.1 Replacement of Management Staff

- (a) In the event that during the term of this Agreement the Owner, acting reasonably, determines that the Manager's Representative or Personnel has persistently failed to satisfactorily perform the Services, or the Manager is in breach of clause 4.1(e) of this Agreement, the Owner must serve upon the Manager written notice ("Default Notice")

providing reasonable particulars of the conduct of the Manager's Representative or Personnel.

- (b) In the event that within 30 days of the Manager receiving a Default Notice the Owner, acting reasonably, is not satisfied that the performance of the Manager's Representative or Personnel has reached a satisfactory standard, the Owner may serve upon the Manager a written notice ("Replacement Notice") requesting the replacement of the Manager's Representative or Personnel.
- (c) Within 30 days of the Manager receiving a Replacement Notice it must replace the Manager's Representative or Personnel with a person having the qualifications, capabilities and experience required to perform the Services to the standard specified by the provisions of this Agreement.
- (d) For avoidance of doubt, in the event that the Manager's Representative or Personnel is replaced in accordance with the provisions of this Clause 16.1, the Owner will not be liable for any cost expense or payment by the Manager on any account to the Manager's Representative or Personnel, including without limitation any payment of redundancy and/or other form of compensation.

16.2 Court proceedings

No party may start court proceedings (except for proceedings seeking interlocutory relief or non-payment to the Manager) in respect of a dispute arising out of or in connection with this agreement or the Services ('Dispute') unless it has first complied with this clause.

16.3 Notice of issue in dispute

A party claiming that a Dispute has arisen must give notice in writing of the issue in dispute to the other party.

16.4 Representatives to meet and attempt to resolve issue

The Owner's Representative and the Manager's Representative and other nominated representatives must:

- (a) meet within 48 hours of notification under clause 16.3 to discuss the issue in dispute; and
- (b) meet at least once within 2 Business Days of first meeting and attempt to reach agreement within 5 Business Days (or longer period agreed between the parties) of notification under **clause 16.3**.

16.5 Notice of formal dispute

If the dispute is not resolved under clause 16.4, one party may give notice of a formal Dispute to the other party in writing.

16.6 Expert determination

If a notice is given under clause 16.5:

- (a) the Dispute must be determined by an independent expert in the relevant field:
 - (i) agreed upon and appointed jointly by the Owner and the Manager; or

- (ii) in the event that no agreement is reached or appointment made within 30 Business Days of the date on which the mediation finished, appointed on application of a party by the then current President of the Institute of Arbitrators and Mediators Australia (New South Wales Chapter) or the President's nominee;
- (b) the expert must be appointed in writing and the terms of appointment must not be inconsistent with this clause;
- (c) the determination of the dispute by such expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) the expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) each party will bear its own costs in connection with the process and the determination by the expert together with an equal proportion of the expert's fees and costs; and
- (f) any determination made by an expert pursuant to this clause is final and binding upon the parties except where:
 - (i) the determination requires a party to pay an amount in excess of \$1,000,000; or
 - (ii) the determination is in respect of or relates to termination or purported termination, of this agreement by any party,

in which event the expert is deemed to be giving a non-binding appraisal and any party may commence litigation in relation to the Dispute if it has not been resolved within 20 Business Days of the expert giving his or her decision.

16.7 What if a party does not comply with the dispute resolution procedures?

If a party breaches any provision of this clause in relation to a Dispute, the other party need not comply with that provision in relation to that same dispute.

16.8 How does a dispute affect a party's obligations?

The existence of a dispute or the application of any part of the process described in this clause 16 will not relieve any of the parties from any obligation under this agreement.

17. TO WHAT EXTENT IS MANAGER'S LIABILITY LIMITED?

- (a) The Manager excludes all terms, conditions and warranties implied by law except any term, condition or warranty implied by statute (including the Competition and Consumer Act 2010) which cannot be excluded, modified or varied by agreement and any term, condition or warranty the exclusion of which would cause this clause to be void (non-excludable condition).
- (b) Despite any other provision of this agreement and, other than for breach of a non-excludable condition, the liability of the Manager to the Owner for any loss, cost, damage or expense:
 - (i) under, arising out of, or in connection with the performance of the Services or any other obligation under this agreement,
 - (ii) in tort for negligence or otherwise, or
 - (iii) otherwise at law and in equity generally,

is limited to the supply of the Services (or a relevant part of the Services) again or payment of the cost of supplying the Services (or that part of the Services) again.

- (c) Except for a breach of a non-excludable condition and subject to **paragraph (b)**, the Manager is not liable to the Owner in damages for:
- (i) indirect, incidental or consequential loss; or
 - (ii) loss of profit or other benefits expected,
- suffered or incurred by the Owner in any way.

18. WHAT OTHER GENERAL RULES APPLY TO THIS AGREEMENT?

18.1 How are notices to be given and when are they deemed to be received?

- (a) A notice required or authorised to be given or served on a party under this agreement must be in writing in the English language and must be given or served by email, prepaid post or airmail or hand to that party at its address appearing in Item 7 of Schedule 2 (Reference Schedule) or such other address as the party may have notified in writing to the other party.
- (b) A notice will be deemed, in the absence of proof to the contrary, to have been given or served on the party to whom it was sent:
- (i) in the case of hand delivery, on delivery during business hours;
 - (ii) in the case of prepaid post or airmail, 7 Business Days after the date of dispatch;
 - (i) in the case of email transmission:
 - A. where the email is sent during a business hour on a Business Day, upon the return of a receipt which confirms successful transmission of the email to the email address or the recipient; or
 - B. where no return receipt is produced by the recipient's email system, by the end of the last business hour on the Business Day the email was sent; or
 - C. where the email is sent after the end of the last business hour on a Business Day, or on a non-Business Day, the email will be deemed to be received at the beginning of the first business hour on the next Business Day.
- (c) In this clause 18.1:
- (i) 'notice' includes a demand, request, consent, approval, offer and any other instrument or communication made, required or authorised to be given under a provision of this agreement; and
 - (ii) 'business hours' means from 9.00am to 5.00pm Sydney time on a Business Day.
- (d) A notice given or served under this agreement is sufficient if it is signed by a director or secretary of the entity giving or sending it, or in the case of the Owner, the Owner's Strata Manager or two Strata Committee members.

18.2 What happens if part of the agreement is illegal or unenforceable?

Part or all of any provision of this agreement that is illegal or unenforceable may be severed from this

agreement and the remaining provisions of this agreement continue in force.

18.3 Which laws govern this agreement?

The laws of the State or Territory specified in Item 8 of Schedule 2 (Reference Schedule) apply to this agreement and the parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and its appellate courts.

18.4 Prior agreements - what are their significance?

This agreement:

- (a) constitutes the entire agreement between the parties as to its subject matter; and
- (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party, other than as set out in this agreement.

18.5 Can this agreement be assigned?

Neither party may assign or attempt to assign or otherwise transfer or deal with any right, benefit or obligation under this agreement without the prior written consent of the other party which will not be unreasonably withheld.

18.6 What is the relationship between the parties?

Nothing in this agreement or any circumstances associated with it or its performance is to give rise to a joint venture or any relationship of partnership or employer and employee between the Owner and the Manager or between the Owner and any Personnel of the Manager. The parties are independent contractors.

18.7 What other representations and warranties do the parties give?

The Manager represents and warrants to the Owner that:

- (a) (incorporation) it is a company duly incorporated and validly existing under the laws of the country of its incorporation;
- (b) (corporate power) it has the corporate power to enter into and perform its obligations under this agreement and to carry out the transactions contemplated in this agreement;
- (c) (corporate action) it has taken all necessary corporate action to authorise the entry into and performance of this agreement and to carry out the transactions contemplated by this agreement;
- (d) (binding obligation) this document is a valid and binding obligation; and
- (e) (no contravention) neither the execution and performance by it of this agreement nor any transaction contemplated under this agreement will violate in any respect any provision of:
 - (i) any Law; or
 - (ii) its constituent documents; or
 - (iii) any other document, agreement or other arrangement binding on it or its assets.

18.8 Disclaimer

- (a) Each of the parties acknowledge that:
- (i) it has relied on its own enquiries in respect of all matters relating to this agreement and has not relied on any representation, warranty, condition or statement made by or on behalf of any other party other than as set out in this agreement; and
 - (ii) any conditions or warranties which may otherwise be implied by law into this agreement are expressly excluded to the extent permitted by law.
- (b) Each of the parties release the other parties from all actions, claims, demands and liability which it may have or claim to have, or but for this release, it might have had against the other parties arising out of any representation, warranty, covenant or provision not set out or referred to in this agreement.

18.9 Further action

Each of the parties must:

- (a) use reasonable efforts to do all things necessary or desirable to give full effect to this agreement; and
- (b) refrain from doing anything that might hinder performance of this agreement.

18.10 Who pays the costs of preparing and executing this agreement?

Each of the parties must bear its own costs for the preparation and execution of this agreement. The Owner must bear all stamp duty on this agreement and any other agreement or transaction contemplated by this agreement.

18.11 How can this agreement be altered?

This agreement may be altered only in writing signed by each party.

18.12 Can this agreement be executed using more than one copy?

This agreement may be executed in any number of counterparts.

18.13 How can a party make a public statement about this agreement?

- (a) If a party is required by law or the Listing Rules of the Australian Stock Exchange Limited or another recognised stock exchange to make any such press release or other public statement the party must before doing so:
- (i) notify the other parties; and
 - (ii) give the other parties a reasonable opportunity to comment on the contents of, and the requirement for, any such statement.

18.14 How are ambiguities resolved?

- (a) If there is any ambiguity, discrepancy or inconsistency in the documents comprising this agreement, the following order of precedence will apply:
- (i) the form of agreement signed by the Owner and the Manager;

- (ii) Schedule 1;
 - (iii) the other Schedules; and
 - (iv) other documents.
- (b) If a party considers there is an ambiguity, discrepancy or inconsistency in any of the documents comprising this agreement, it may give notice of such to the other party.
- (c) If the parties cannot reach agreement as to the course to adopt within seven Business Days after receiving such notice, the dispute resolution process in clause 16 must be followed.
- (d) The Fee will be increased by the amount of any extra costs incurred by the Manager as a result of compliance with the Owner's direction.

18.15 What are the rules relating to GST?

(a) Interpretation

(b)

In this clause

- (i) 'GST', 'supply', 'taxable supply' and 'tax invoice' have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999; and
- (ii) a reference to a payment being made or received includes a reference to consideration other than money being given or received.

(c) Payment

- (i) Each person who receives a taxable supply under or in connection with this agreement must pay to the person who made that supply, at the same time as the person who receives the supply must pay for it, an additional amount equal to the GST payable on that supply; and
- (ii) If a payment by one party to another is calculated as a percentage of, or by reference to, an amount which includes an amount for GST, the payment will be calculated on the GST exclusive amount.

(d) Tax Invoice

Each person who receives a payment under this clause must give a tax invoice to the person who made that payment.

(e) Competition and Consumer Act

Each party will comply with their obligations under the Competition and Consumer Act 2010, but may not require the other party to justify any action taken to do that.

18.16 Can the Manager attend Owner's Meetings

If the Owner requires the Manager's Representative to attend any of its meetings, it must give the same notice to the Manager Representatives as it does to the member of the Owners Corporation under the Strata Schemes Management Act.

The Manager must attend meetings of the Owner if the Owner proposes to deal with the Building Management Services, or other duties and rights of the Manager under this agreement. The Manager may address meetings and answer questions.

18.17 How must the Owner give directions and requests to the Manager?

The Owner must give directions and requests to the Manager by giving those directions and requests in writing to the Manager's Representative. The directions and requests may be given only by:

- (a) the Owner's Representative;
- (b) another person authorised to do so in writing by the Owner; or
- (c) the Strata Manager exercising the functions delegated to it by the Owner.

19. PROJECT COORDINATION – CAPITAL WORKS

If the Owner requests the Manager to undertake project coordination for major works, defined as works requiring additional support and input from the Manager when deemed necessary, the Manager is prepared to provide a tailored project coordination service. This service will be customised to meet the specific needs of the building and will incur a project coordination fee based on the scope of the works. Major works may include, but are not limited to:

- a) Life-cycle replacement and upgrade of building services.
- b) Refurbishment of common area facilities.
- c) Onsite representation for a project.
- d) Review of fit-out drawings and specifications.
- e) Oversight of make-good projects.
- f) Upgrade and installation of new facilities as required and approved.

SCHEDULE 2 – REFERENCE SCHEDULE

ITEM	CLAUSE	DESCRIPTION
1.		Owner: Strata Plan 76844
2.	1.2	Commencement Date:
3.	1.2 and 9.2	Manager's Representative Name: Ahmad Youssef Address: 75 Alexander Street, Crows Nest Mobile: 0417850222 Email: ahmad.youssef@skybm.com.au
4.	1.2 and 9.1	Owner's Representative: Address: Contact details:
5.	1.2	Term: 3 years
6.	5.2	Rate of interest on late payments: The Bank bill Rate plus %
7.	18.1	Address for notices Manager: Ahmad Youssef Address: 75 Alexander Street, Crows Nest Email: ahmad.youssef@skybm.com.au Owner: Strata Plan 76844 Address: 2-8 Ozone Street, The Entance
8.	1.2 and 18.3	State or Territory: NSW
9.	1.2	Building: Sandy Cove Apartments Address: 2-8 Ozone Street, The Entance Strata Plan: 76844
10.	Schedule 4	Amount for Building Management Fee: \$70,380 + GST per annum
11.	Fee Increase	The Building Management Fee will increase annually from 1 July by the greater of 3.5% and CPI.

SCHEDULE 3 – OWNER’S FACILITIES AND ASSETS

(refer clauses 1.2, 6.1, 11 and 15.5 of Schedule 1)

Building Management Software – the Owners Corporation is required at its cost to provide the Manager with access to MYBOS or Building Link for the upkeep of the building and assets, including all associated subscription and license expenses.

Building Management Equipment – is the equipment, which the Owner must provide for the exclusive use of the Manager according to clause 11. It includes:

- (a) A securitykey cabinet withsufficient capacityto store all securitykeys for the common property;and,
- (b) A suitable and safe working office in the building
- (c) A printer, scanner and other stationary necessary to provide the Services

SCHEDULE 4 - FEE SCHEDULE

(refer clauses 1.2, 5.1 and 7 of Schedule 1)

1. HOW IS THE FEE CALCULATED?

The Fee payable for the Services comprises:

- a) Building Management Fee
- b) Additional hours as agreed by both parties (during business hours) - \$95 per hour + GST, minimum 4 hours
- c) After hours call out, before 7am, after 5pm and weekends or public holidays - \$120 + GST per hour, minimum 2 hours
- d) After hour meeting attendances, before 7am, after 5pm and weekends or public holidays - \$240 + GST per hour, minimum 2 hours
- e) Services conducted remotely outside regular hours (after 5pm and before 7am and weekends or public holidays) will attract a fee of \$120 + GST per hour

Note: the above listed Fee's payable will be adjusted in accordance with Schedule 2, clause 11.

In this schedule:

'**Building Management Fee**' means the amount referred to at **Item 10** of **Schedule 2** as adjusted in accordance with this Schedule;

2. SUBMISSION OF MONTHLY INVOICES

The Annual Building Management Fee will be invoiced in 12 monthly instalments in advance, and due within 10 days of the invoice date, while the other fee components will be invoiced on an as-accrued basis.

3. PAYMENT OF INVOICES

The Owner will pay the Manager's invoices by bank transfer to a bank account nominated by the Manager in writing from time to time or by an alternative means if agreed by the Manager.

4. WHAT RECORDS DOES MANAGER HAVE TO KEEP AND WHEN CAN THE OWNER AUDIT THEM?

- (a) The Manager will maintain accounting records to support any cost component of the Fee invoiced.
- (b) Upon not less than 60 days prior written notice from the Owner, and during regular business hours, the Manager will make available to the Owner's external auditors, examiners and regulators and their designees, such books, records, information, documentation of internal accounting controls and other Documents created, applied or used by the Manager in performing the Services.
- (c) The Manager will ensure that on reasonable notice, its employees are accessible to, and cooperate with the Owner's external auditors, examiners and regulators and their designees.
- (d) Cost of the audit under paragraph (b) will be borne solely by the Owner unless the audit discloses an overstatement of Fees by the Manager of greater than 5% in which case the cost of the audit must be borne by the Manager.

5. HOW IS THE FEE ADJUSTED?

The Fee calculated pursuant to clause 1 of this Schedule is subject to adjustment as set out in this Schedule and other provisions of this agreement.

(a) Variations

In the event of a Variation, the Fee will be the amount mutually agreed between the Manager and the Owner. For the avoidance of doubt no adjustment to the Fee will be made in respect of any Variation unless the relevant adjustment is agreed prior to the performance of the Variation.

(b) Changes in Law or Standards

In the event that following the date of this Agreement the costs of the Manager to perform the Services are increased as a direct result of a change in any Law or Standard (including the introduction of a new Law or Standard), the Fee will be increased by the amount of the increase in cost to the Manager directly referable to the relevant change. Nothing in this clause is deemed to confer upon the Manager the right to seek an increase to the Fee based solely upon an increase in the award and/or wage rate payable from time to time during the Term by the Manager to its Personnel.

SCHEDULE 5 – SERVICES

(refer clauses 1.2 and 3.1 of Schedule 1)

1.0 These are the Services that the Manager must perform for the Building Management Fee:

These are the Services that the Manager must perform for the Building Management Fee:

- Provide building management services for 20 hour per week onsite (excluding Public Holidays) that will be backed up by the Manager's corporate support team on Business Days
- Maintain a close working relationship with the Strata Manager and provide information requested by the Strata Manager
- Liaison between building contractors and occupants
- Monitor compliance with the Strata by-laws by Owners and Occupiers and report any non-compliance to the Strata Manager.
- Review invoices, where given authority, before issuing them to the Treasurer/Strata Manager for payment
- Assist with preparing and provide to the Owners an annual budget for Service Contracts for the Common Property. The budget for Common Property will take into account the obligations of the Owners to carry out preventative maintenance, the repair and replacement of Common Property according to the Management Act and, in particular, maintaining maintenance manuals for the Common Property
- Attend meetings of the Owners that relate to the operation of the Building and provide a report to the owners (during prescribed hours)
- Provide technical support and advice on building management issues to the Owners
- Maintain and periodically recommend to the Owners appropriate updates to documentation to reflect any changes to the building
- Obtain quotes for the building services as required and make recommendations to and obtain approval from the Owners to enter into agreements
- Manage Service Contracts. The Service Contracts anticipated to be entered into by the Owners after commencement of this agreement and/or upon expiry of the existing Service Contracts may include but is not limited to the following:
 - Security patrol/concierge services;
 - Security equipment maintenance;
 - Common property cleaning;
 - Mechanical plant maintenance;
 - Fire systems maintenance;
 - Electrical consumables supply;
 - Emergency lighting testing and maintenance;
 - Essential services certification;
 - Waste disposal equipment maintenance;
 - Waste disposal (if not picked up by council);
 - Pest control;
 - Lift maintenance;
 - Hydraulic services maintenance;
 - Electrical switchboard maintenance;
 - Automatic doors, roller shutter maintenance;
 - General handyman repairs and maintenance; and
 - Heritage items maintenance.
- Supervise the Service Contracts to ensure that they are performed to the levels and for the frequencies as set out in the individual Service Contracts. This will include scheduling and supervision of essential services and other statutory maintenance inspections and certifications.

- Maintain MYBOS (or similar computerised management system) to assist in:
 - Maintaining an asset register of all plant and equipment;
 - Maintaining an inventory of stock and spares;
 - Scheduling preventative maintenance activities;
 - Communication with residents and owners regarding changes to shared facilities
 - Recording corrective works and cost history for the properties; and
 - Reporting on the maintenance service.
 - Conduct periodic maintenance inspections of services, plant and equipment in the Common Property
 - Keep and monitor the stock of necessary spare parts for services, plant and equipment in the Building (eg light globes, filters and washers) that are required by and purchased at the cost of the Owners.
- Conduct Regular Walk-Through Inspections of Common Areas

SCHEDULE 6 - INSURANCE

(refer clauses 10.1 and 10.2 of Schedule 1)

MANAGER'S INSURANCES

1. Public Liability Insurance:

- (a) covering the Manager and their Personnel against any liability for injury to or death of persons or damage to or loss of property caused by the Manager;
- (b) for an insured amount of not less than \$20 million per occurrence.

2. Workers Compensation Insurance:

Covering the Manager for any liability under statute or at common law for the injury or death of any person employed by the Manager who provides services in relation to this agreement.

OWNER'S INSURANCES

1. Property Insurance

- (a) covering for any loss or damage to the Building, the Owner's Facilities and Assets and any other property of the Owner used directly or indirectly in the performance of the Services;
- (b) for an amount to cover the replacement and reinstatement cost of the property lost or damaged; and

2. Public Liability

- (a) covering against any liability for injury to or death of persons or damage to or loss of property; and
- (b) for an insured amount of not less than \$20 million per occurrence.

Sky Management Services Pty Ltd Agreement

SP76844 – Sandy Cove

Client	SP76844 – Sandy Cove
Contractor	SKY MANAGEMENT SERVICES PTY LTD (ACN 643 363 973)
Term	Three Years
Commencement Date	
Services	Cleaning – 16 hours per week. Monday, Wednesday, Friday and Saturday Gardening Services – 19 visits per annum
Annual Service Fee	\$46,686 + GST per annum

Cleaning and Gardening Specification and Scope

Area / Location	Task	Frequency
Building Front Pavers /Car Park/ Ramp (Mailbox Area),	Remove rubbish and leaves around the front pavers, car park ramp and car park	Every visit
	Sweep around the the front pavers, car park ramp	Weekly
	Sweep car park basement	Monthly
Lift	Clean lift floor including lift tracks	Every Visit
	Clean interior and exterior walls to the lift	Every Visit
	Clean lift mirrors and/or glass	Every Visit
	Clean lift doors	Every Visit
Corridors/ Lobby/ Fire Stairs	Vacuum/mop corridor areas all levels	Weekly
	Clean all windows/glass internal and external up to 2.1m	Weekly
	Mop lobby floor	Every Visit
	Remove possible marks from common area walls	Every Visit
	Spot clean main front doors	Every Visit
	Dust skirting boards	Weekly
	Sweep all fire stairs	Monthly
	Clean corridor vents	Monthly
Sauna	Wipe benches with neutural detergent	Every Visit
	Vacuum/mop floor	Every Visit
Pool Area	Remove rubbish and change bin liners	Every visit
	Sweep stairs and tiles and mob around the pool	Every Visit
	Clean glass	weekly
BBQ Area	Remove rubbish and empty bins	every visit
	Clean glass	Monthly
Toilets	Clean and disinfect toilet, vanity, change bin liners	Every Visit
Showers	Clean walls, floors, showerheads	Every visit
	remove mould on grouts	As required
Gym	wipe fridge and kettle, wipe tables	Weekly
	spot clean kitchen sink and empty bins	Every visit
	vacuum floors	Weekly
	clean windows	Monthly
Building Manager Office	vacuum floors, wipe desk, change bin liners	Weekly
Garbage Room	Wash bins and disinfect after collection	Weekly
	Wash recycle bins after collection	Weekly
	Wash and disinfect garbage room	Weekly
	Sweep and Mop garbage room	Weekly
	Check floors and remove garbage	Every Visit
Garden Maintenance	Weeding, watering, and trimming of all plants	Every Visit
	Maintain gardens in a robust, disease-free and pest-free condition	Every Visit
	Utilise herbicides for weed control	As required
	Ensure the removal of all litter and debris	Every Visit
	Pruning timed to the appropriate season to encourage new growth	As required

Terms and Agreement

These Terms and Conditions apply to the provision or intended provision of goods or services to the Client or any third party acting on behalf of the Client. If the Client consists of multiple entities, these Terms are binding on each entity both collectively and individually.

General Terms

1. The Client must notify Sky Management Services Pty Ltd in writing of any changes to its name, structure, officers, management or registered office.
2. Sky Management Services Pty Ltd is not liable for any delay or failure to perform obligations arising due to events beyond its control.
3. Sky Management Services Pty Ltd shall be responsible for providing all necessary equipment, tools, and chemicals required to carry out the scope of works as defined in this agreement.
4. Power outages are beyond our control and may cause delays for our cleaning team due to ease of access.
5. Access issues, such as non-working swipes/tags, faulty keys, or no keys in the lockbox, may cause delays and interruptions, attracting additional fees.
6. Services are offered during "Business Hours/Days" (7:00 am - 5:00 pm / Monday to Saturday) unless otherwise specified.
7. Services beyond these hours will incur additional charges, along with weekend/public holiday loadings.
8. Pricing does not cover the supply and installation of consumables.
9. This agreement has an initial term of three (3) years and will automatically renew for a further period of three (3) years ("Renewal Term"), unless either party provides not less than thirty (30) days' written notice of its intention not to renew prior to the expiry of the current term.
10. This agreement may not be terminated for non-performance without providing Sky Management Services Pty Ltd with an opportunity to rectify the fault within 10 business days.
11. Sky Management Services Pty Ltd may terminate this agreement, without cause, by providing the Client with written notice of termination at least 30 days in advance.
12. In the event of termination, the Client will provide to Sky Management Services Pty Ltd a minimum of 30 days' notice starting from the date of the notice.
13. The Client may terminate Sky Management Services Pty Ltd if Sky Management Services Pty Ltd have committed the same breach term and failed to remedy that breach within 10 business days after receiving written notice of the breach.
 14. Notice or other communication required must be in writing and:
 - I. delivered personally; and
 - II. sent by electronic (email) transmission to ahmad.youssef@skybm.com.au

Payment Terms

1. Monthly service invoices will be generated and provided to the Client monthly in advance.
2. Invoices must be settled within 10 days from the date of issuance.
3. Sky Management Services Pty Ltd may impose interest at a rate of 8% per annum on overdue amounts.
4. The annual service fee and service rates will increase at the greater of CPI and 3.5% annually on July 1st.
5. Disputes regarding services or charges must be submitted in writing within 10 days from the invoice date.
6. Collection fees incurred by Sky Management Services Pty Ltd in recovering outstanding amounts will be payable by the Client.
7. In the event of non-payment, Sky Management Services Pty Ltd reserves the right to immediately suspend, withhold, or cancel services.
8. Additional Cleaning rates:
 - a. Additional cleaning hours on weekdays during business hours (9am and 5pm) - \$45 + GST per hour
 - b. Additional cleaning hours on Saturday during business hours (9am and 5pm) - \$51 + GST per hour
 - c. Additional cleaning hours on Sunday, hours outside business hours and Public Holidays - \$55 + GST per hour, with a minimum of 4 hours.

Note: the above-listed additional cleaning rates payable will be adjusted annually in accordance with the annual increase listed in Payment Term 4.



EXECUTED as an agreement.

SIGNED by the **AUTHORISED PERSON** of

Owners Corporation of Strata Plan 76844 in the presence of the witness named below:

.....
Signature of authorised person

.....
Signature of witness person

.....
Name of authorised person (print)

.....
Name of witness person (print)

.....
Office held

.....
Office held

SIGNED by the **AUTHORISED PERSON** of

SKY MANAGEMENT SERVICES PTY LTD in the presence of the witness named below:

.....
Signature of authorised person

.....
Signature of witness person

.....
Name of authorised person (print)

.....
Name of witness person (print)

.....
Office held

.....
Office held



**THE OWNERS OF STRATA PLAN NO: 76844
ADDRESS: 2-8 Ozone Street THE ENTRANCE NSW 2261**

NOTICE OF A STRATA COMMITTEE MEETING

The strata committee of the owners corporation intends to hold a meeting on **Friday, 15 May 2026 in the gym at 2-8 Ozone Street THE ENTRANCE NSW 2261**. The meeting will commence immediately following the Annual General Meeting.

The Agenda for the meeting is:

1. That the minutes of the last strata committee meeting held 19 March 2026 be confirmed as a true record and account of the proceedings at that meeting.
2. That the Strata Committee elects a Chairperson, Secretary and Treasurer of the Strata Committee of the Owners Corporation.
3. That the strata committee discuss and determine procedures in relation to communication protocols, the approval of invoices as well as compliance with legislation moving forward.
4. That the Managing Agent continue to be authorised to obtain renewal terms for the compulsory and other insurances required by the Strata Schemes Management Act 2015 (NSW) (ss 160–165) and that the strata committee approve and place cover with the preferred insurer(s) through the appointed broker.
5. That the date, time and location of the next strata committee meeting be determined.

Date of this Notice: Tuesday 21 April 2026

EXPLANATORY NOTES

In this agenda, a reference to a Section or Clause means that Section or Clause in the Strata Schemes Management Act 2015 unless otherwise stated and a reference to a Regulation means that Regulation in the Strata Schemes Management Regulation 2016.

An owner or the nominee of a corporate member can attend the Strata Committee meetings but cannot address the meeting unless authorised by the Strata Committee.

In accordance with Schedule 2 Section 9 (4) of the Act , voting rights cannot be exercised if contributions are not paid at the date of the notice of the meeting was given and the amounts owed by the unfinancial owners were not paid before the meeting. That member who is unfinancial cannot be counted towards the achievement of a quorum.

Disclosures of direct or indirect pecuniary interest or possible conflicts of interest with the role of a strata committee must now be made.

This meeting may be recorded for the preparation of minutes.

Minutes of March Strata Committee Meeting Strata Plan SP76844 Sandy Cove, 2-8 Ozone St, The Entrance NSW 2261 held Thursday 19th March 2026 at 6pm in the gym

Item 1: Meeting opened at 6.03pm . Present were Terry Wilson, Chairperson U40; Robyn Black Treasurer U13; Sheila Longden Secretary U33. Apology from Frank Munoz U41. Guests present were Paul Richards U36; Kat Blair U9 and Nikki Pratlley(soon to be owner) U35. A quorum was declared.

Item 2: All accepted minutes of meeting held on 5 February 2026 as being a true and correct account of that meeting.

Item 3: Items arising from those minutes not included elsewhere on today's agenda.

- Case 563 Pool and Basement water proofing we required 2 additional quotes regarding installation of trays. One quote still not received. **Action point: Building Manager to chase up**
- Case 546 U38 Balcony light replacement . we have sourced a replacement light . **Action point: Building Manager to chase up**
- Case 254 Tiling repairs at front of building. We have 3 quotes. **All Approved to accept quote by Instyle Construction \$59860 . Action point: Building Manager to arrange**
- Spa still giving problems. Investigations showed a large number of pebbles in the pipes. It was decided to get a grate of some kind installed under the top access points and get them glued down (Update Building manager advises it is possible to buy screw in type with existing filter. She will arrange purchase and replacement)
- Case 299 Timers need to be reset after the recent blackout. They will also need to be reset shortly to winter time .

Action point: 1)Building Manager to arrange. 2) The committee will also have another look at costs involved in getting battery back-up to avoid this happening in the future.

Item 4: Treasurer's report. We continue to receive conflicting information from Strata Central regarding the state of our accounts. Reports in Strata Max differ from day to day and we are still unclear on the exact amount of our commitment to the ATO

Current amounts based on data from Strata Central

Bank Balance \$76,057
Creditors \$12,663
Outstanding invoices \$3,894
Projected figure \$59,500
Outstanding levies \$10,800
Levies in advance \$17,357
ATO and BAS possibly \$40,000
2nd projected figure \$19,5000

It is important to note that the dollar amount of the next budget will not be changed which means the amount of the general levies will not be increased.

Item 5: Building Managers report.

- Case 592 :U49 Crack in wall also Case 564 skirting board replacement and Case 565 ceiling repair. Final repairs after water leak repairs All approved for this to be fixed **Action point: Building Manager to arrange. We need a gyprocker and a handyman.**
- Case 582: U35 side gate repair. Loose and broken perspex. **All approved for screws to be tightened but perspex replacement put on hold. Action point: Building Manager to arrange.**
- Case 578: U47 Ceiling All approved for Paul from Remedial to investigate further as initial testing indicates this is not connected to the previous leak. **Action point: Building Manager to arrange.**
- Case 577: pool gate green button ...not discussed
- Case 576: Spa stop button. No longer an issue as has been repaired free of charge
- Case 574: Water leaking from U18 to U14. Has been determined that owners of U18 are responsible for all costs because the leak was caused by them changing configuration of their ensuite shower . **Action point: Building Manager to contact owners of U18 to advise**
- Case 373: U31 Balcony sliding door pelmet needing repair. **All approved repair. Action point Building Manager to arrange.**
- Case 358 Drip tray installation. Car park water ingress 3 quotes of varying amounts were supplied. **All approved to go with PDB Plumbing . Quote of \$16000 + GST was not the cheapest but this plumber did a thorough and detailed investigation. Action point: Building Manager to arrange.**
- Case 567: small tiles from pool rim need replacing. **All approved for repair. Action point: Building Manager to arrange.**
- Case 432 : U12 balcony tiles cracked. **All agreed to be put on hold**

Item 6: Secretary's report including Social Club report

Correspondence:

- Family of Linda Platt have been given permission by the Public Trustee to vote at the AGM or use proxies
- Enquiry about window washing of inaccessible windows **Agreed to be put on hold whilst dust continues from building site nearby**
- One of our contractors complained via a resident that we have not paid his last 2 bills. I explained to the resident who was concerned about this, and also to the contractor via email that once we received the requested detailed amendments to the invoice they would be paid. No response was received back however. **All agreed to pay the invoices. Action point: Building Manager to arrange.**
- Written complaint received from a resident about repeated bad behaviour of holiday visitors with no response from East Coast Getaways.
- In person complaint about leaks in the carpark and storage lockers. I advised this was in hand and would be addressed at the meeting **See Case 373 above**
- **Other items**
- Received an email from HBCF regarding a change of policy details. Has been passed to Remedial for clarification.
- Need for strata roll to be updated as it is badly out of date. **UPDATE I was intending to send out a broadcast re this but have found out that it is Strata Central's responsibility and they will take care of it.**
- Spa seems to be working ok (see earlier discussions) to no need for further discussion
- The company originally organising plaques for David and Linda Platt has not been replying to emails or messages. I have found another company who provide a quality acrylic plaque for \$45 each. **All approved to go ahead. ACTION PLAN Secretary to arrange**

Social Club News

- : We have received lots of items from the Platt family including seating for the community garden area near U35 and more items to beautify the lobby.
- We are slowly replacing dead plants in pots in the garden
- Coffee club and Friday sips are proving popular. More people are attending for the first time although numbers on any one day are still low.
- Community Garden beds: Tomatoes are slowing down, cucumbers and sugar snap peas have finished. Still lots of spring onion tops and rosemary. More plants will be planted as space allows
- Donations of Coffee grounds, clean washed egg shells sought.contact Sheila

Item 7: Discussion of performance of Strata Manager and Building Management services. Including upcoming contract renewals

- **Action POINT** : Secretary to ring owner of Strata Central to discuss ongoing issues.
- Meeting arranged Thursday 26 March with Terry Wilson and Robyn Black to arrange budget details
- Zoom meeting arranged with Terry Wilson, Robyn Black,Sheila Longden and Strata Central to discuss ongoing issues .
- Discussion needed with Sky Management to discuss the upcoming contract. They have requested it to be for 3 years instead of the current 1 year. We are very happy with their performance but wish to make sure there are no significant changes to the contract before we sign. **Action point:Secretary to arrange a call or meeting if required. We agreed to sign for 3 years if all looks well.**
- Discussion was held regarding the tradesmen QR code for sign in. It is cumbersome. **Action point: Building Manager to see if a better solution can be found.**

Item 8: Agenda items for AGM

ACTION POINT: Secretary to send a list of suggested agenda items to Strata Central

Item 9. Telstra account handover

Once the next bill arrives, the Telstra account will be transferred to Strata Central in line with all our other utility accounts. It has taken us over a year to finally get it transferred from Hunter Management, during which time no money was paid. All outstanding monies have now been paid

Item 10: Other maintenance requests to be discussed

Once AGM is over we will compile a list of all upcoming works we are aware of. **Action Point: Secretary to send Treasurer list of Remedial jobs to be approved**

Item 11. Business without notice : None

Next meeting is the AGM on 24 April at 10 am in the gym. Meeting closed at 8.31pm