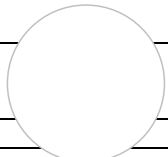


Strata Management Agency Agreement

Dated: 2/03/2022

The Owners – Units Plan		DRAFT	“Owners Corporation”
7 Hyndes Street, HOLDER			
The Agent Civium Holdings Pty Ltd		“Agent”	
Attention:	The Licensee	Email:	doug.omara@civium.com.au
Address:	17 Townshend St, Phillip ACT 2606	License No:	18401274
Phone:	1300 724 256	ABN:	39 121 276 300
Particulars			
Item 1	<i>Professional indemnity</i>	In accordance with Section 22 of the <i>Agents Act</i>	
Item 2	<i>Commencement date</i>	02/03/2022	
Item 3	<i>Term</i>	<input checked="" type="radio"/> 36 months <input type="radio"/> 24 months <input type="radio"/> 12 months The management fee below relates to the option selected here.	
Item 4	<i>Review date</i>	Annually on each anniversary of the commencement date.	
Item 5	<i>Percentage increase p.a</i>	5%	
Item 6	<i>Management Fee p.a</i>	36 months: \$4,900.00 24 months: 12 Months:	
Item 7	<i>Fee payment method</i>	Monthly in advance *All fees under this agreement are GST INCLUSIVE (Clause 9)	
Item 8	<i>Manner of accounting</i>	Financial Statements - Accrual Frequency of Accounting - Monthly	
Signatures			
Owners Corporation			
The common seal of the <i>owners corporation</i> was affixed on _____			
in the presence of:			
Signature:	Signature:		
Print Name	Print Name		
Designation	Designation		
being the person(s) authorised by section 272 of the Act to attest the affixing of the seal			
Agent			
Executed by Civium Holdings (ACT) Pty Ltd /as Civium Strata in accordance with Section 127 of the Corporations Act 2001 in the presence of			
Signature of agent		Signature of witness	
Name of agent: Doug O'Mara		Name of witness:	
Service: The owners corporation acknowledges receipt of a copy of this agreement within 48 hours of execution by the owners corporation.			
Name and signature of signatory (print name):			

1 DEFINITIONS

In this Agreement:

Act means the Unit Titles Act 2001 (ACT).

Additional Services means the services set out in Schedule B to this Agreement.

Agreement means this agreement and includes any annexure or schedule to it.

Common Property means that part of the Units Plan which comprises the common property as defined in section 13 of the Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth). GST has the meaning given to it in the GST Act.

Management Act means the Unit Titles (Management) Act 2011 (ACT). Non-Standard Work means any work which is not Standard Work.

WHS Act means the Work Health & Safety Act 2011 (ACT).

WHS Regulation means the Work Health & Safety Regulation 2001 (ACT).

Standard Work means:

- a) construction work where there is no requirement to work above 3 metres, including but not limited to the replacement of roofing and guttering;
- b) general maintenance works, including but not limited to: lawn mowing; gardening; window cleaning (below 3 metres); and painting;
- c) minor maintenance repairs, including but not limited to: repair and replacement of leaking pipes; replacing pavers and tiles; and lock replacement and repair;
- d) annual inspection, notifications and maintenance required for essential fire safety equipment;
- e) pest management treatments (excluding fumigation);
- f) lift, travelator or escalator maintenance; and
- g) renewal of plant registrations in accordance with the requirements of the WHS Act and WHS Regulation, provided however:
 - a) if any of these works require a principal contractor (as defined under the WHS Act and WHS Regulation) to be appointed then the works will be considered to be Non-Standard Work; and
 - b) if there is any inconsistency between Standard Work and Non-Standard Work, the work will be interpreted as Non-Standard Work.

2 WARRANTIES AND ACKNOWLEDGEMENT

- h) The Owners Corporation warrants that it has resolved and had authority to enter into the Agreement.
- i) The Agent warrants that the Agent holds a real estate agent's licence under the Agents Act 2003 (ACT) and the licence will be maintained while the Agreement is in force.

3 APPOINTMENT OF THE AGENT

The Owners Corporation appoints the Agent, and the Agent accepts the appointment, to perform the Agreed Services and any Additional Services which may be agreed to by the Agent, on the terms and conditions set out in this Agreement.

4 TERM OF APPOINTMENT

Upon the expiry of the Initial Term and each subsequent term, this Agreement will automatically be extended for a further 12 month period, up to a maximum term of three years, unless terminated in accordance with either clause 9 or clause 10.

5 DUTIES OF THE AGENT

- a) The Agent will use all reasonable endeavours to perform the Agreed Services in a proper and skilful manner. The Agreed Services are included in the Management Fee.
- b) The Agent may, if requested by the Owners Corporation, agree to perform the Additional Services for an additional fee as set out in Schedule C to this Agreement.
- c) In carrying out the Agreed Services, and when requested the Additional Services, the Agent will comply with and carry out all reasonable and lawful directions of the Owners Corporation.
- d) The Agent must take out and maintain public liability insurance in respect of an act or omission of the Agent in the performance of the Agreed Services and Additional Services as set out in the Management Act.

6 DUTIES OF THE OWNERS CORPORATION

The Owners Corporation will:

- a) pay the Management Fee and Additional Service Fees in accordance with clause 8;
- b) provide the Agent with copies of all documents reasonably necessary to enable the Agent to carry out the Agreed Services and Additional Services (where requested);
- c) nominate a representative to be the point of contact with the Agent and ensure, to the extent reasonably practicable, all communications are directed through that person;
- d) as and when requested by the Agent, effect all necessary service agreements for equipment normally the subject of a service agreement; and
- e) pay (or reimburse the Agent) for all disbursements including venue hire, materials and parts used or supplied, or third party contractors reasonably engaged, in carrying out the Agreed Services or Additional Services.

7 THIRD PARTY CONTRACTORS

- a) The Owners Corporation authorises the Agent to, on behalf of the Owners Corporation, engage any third party contractors reasonably necessary to provide the Agreed Services (or part of them) or, where requested, the Additional Services.
- b) Except in the case of an emergency or where the work is within the Limit of Expenditure, the Agent will obtain agreement from the Owners Corporation prior to engaging any third-party contractors.
- c) The Owners Corporation agrees to reimburse the Agent for all costs associated with those third party contractors.

8 PAYMENT OF FEES

- a) The Management Fee and Additional Services Fees are payable in accordance with the Payment Method, upon receipt of a tax invoice from the Agent.
- b) The Management Fee and Additional Services Fees will be increased according to the Percentage Increase (Item 5) Method on and from each anniversary of the Commencement Date.

9 TERMINATION BY THE OWNERS CORPORATION

The Owners Corporation may terminate this Agreement:

- a) at the end of the Initial Term, by giving notice in writing not less than 3 months' prior to the end of the Initial Term to the Agent that it does not wish the Agreement to be automatically extended;
- b) immediately by notice in writing to the Agent if the Agent fails or neglects to carry out the Agreed Services or any Additional Services which it has agreed to provide and:

- i) the Owners Corporation has given notice in writing requiring the Agent to rectify the breach within 28 days; and
 - ii) the Agent has failed to rectify the breach;
- c) immediately by notice in writing to the Agent if the Agent is guilty of gross misconduct or gross negligence in the performance of the Agreed Services or any Additional Service which it has agreed to provide; or
- d) immediately by notice in writing to the Agent if the Agent has a liquidator, receiver or administrator appointed, other than where the appointment is for the purpose of reconstruction or amalgamation of its business.

10 TERMINATION BY THE AGENT

The Agent may terminate this Agreement:

- a) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails or neglects to carry out its duties pursuant to clause 6 and:
 - i) the Agent has given notice in writing requiring the Owners Corporation to rectify the breach within 14 days; and
 - ii) the Owners Corporation has failed to rectify the breach;
- b) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails to pay the Agent the Management Fee, Additional Services Fees or other money payable in accordance with this Agreement for 14 days after the payment is due;
- c) immediately by notice in writing to the Owners Corporation if any person applies to vary the Crown lease for the Land pursuant to section 166 of Act;
- d) immediately by notice in writing to the Owners Corporation if any person applies to cancel the Units Plan pursuant to section 160 of the Act; or
- e) at any time for no reason by giving 28 days' notice in writing to the Owners Corporation.

11 DISCLOSURE

The Agent may receive rebates, commissions or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Schedule C/C1 to this Agreement or as otherwise notified in writing to the Owners Corporation from time to time.

12 LIMITATION AND INDEMNITY

- a) The Owners Corporation acknowledges that the Agent is providing management services only and is not obliged nor qualified to provide specialised advice such as legal or accounting advice. The Agent may, as reasonably necessary and subject to instructions from the Owners Corporation, engage suitably qualified experts to provide any necessary advice.
- b) The Owners Corporation releases and indemnifies the Agent from (however caused):
 - i) any loss or damage arising out of a breach of the rules of the Owners Corporation (as defined in the Management Act), the Act, the Management Act or any other contract or law by any unit owner, tenant, visitor, invitee, licensee or contractor on the Common Property or any of the units in the Units Plan;
 - ii) any injury or death of any person on the Common Property or any of the units in the Units Plan;
 - iii) any claim made against the Agent by any third party arising out of the Agent's provision of the Agreed Services or the Additional Services; and
 - iv) any loss or damage to property of the Agent on the Common Property or any of the units in the Units Plan, except where the loss or damage was directly caused solely by the negligence or wilful breach of this Agreement by the Agent.

13 TRANSFER

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.
- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

14 WORK HEALTH & SAFETY

- a) The parties agree that they will each comply with their respective obligations under the WHS Act and WHS Regulation.
- b) Subject to the provisions of the WHS Act and the WHS Regulation, the appointment of the Agent by the Owner's Corporation under this Agreement does not constitute the appointment of the Agent as a principal contractor within the meaning of regulation 293 of the WHS Regulation.

15 GST

- a) Words or expressions used in this clause 15, or elsewhere in this Agreement, that are defined in the GST Act have the same meaning in this Agreement.
- b) All amounts expressed in this Agreement are inclusive of GST.
- c) If the Agent incurs a liability to pay GST in connection with a supply to the Owners Corporation pursuant to this Agreement, the fees that the Owners Corporation must pay to the Agent for that supply is increased by an amount equal to the GST liability that the Agent incurs in making the supply and that amount is payable at the same time as the fees are payable in respect of that supply before that increase.

16 NOTICES

Notices can be given by any one of the following means:

- a) by sending it by pre-paid post or delivering it by hand to the address specified in this Agreement for the party, and in either case the notice will be deemed to be received on the day following delivery that is not a weekend or a public holiday in the Australian Capital Territory; or
- b) by sending it by facsimile transmission to the facsimile number of the party, in which case the notice will be deemed to be received when the facsimile has been successfully transmitted; or
- c) by sending it by email to the email address notified by the other party, in which case the notice will be deemed to be received the day the email is sent.

Schedule A1

NOTE: Where this schedule A1 provides for choices and no choice is selected, "Full authority with no limitations" applies. DO NOT delete any *item* in this schedule, as it may render the *agreement* in breach of the *Property Stock and Business Agents Act 2002* (NSW). If a duty/function does not apply, then mark the box "No authority".

Duties and Functions as described in the Property Stock & Business Agents Regulations (Schedule 6 Clause 6).	FULL AUTHORITY WITH NO LIMITATIONS	No Authority	Full Authority Subject to Limitations as Disclosed in Schedule A2	Regulation Schedule 6 Clause 6 Ref
Undertaking the financial management of funds and books of account.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(a)
Holding documents and maintaining records relating to the <i>scheme</i> (for example, the strata roll, notices, and minutes of meetings).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(b)
Arranging building inspections and reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(c)
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do <i>Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the approval of the person on behalf of whom the <i>agent</i> is acting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(d)
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>owner's corporation</i> of a <i>principal contractor</i> within the meaning of regulation 293 of the WHS Regulation 2011 for such <i>Non-Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the principal's approval.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Paying disbursements and expenses incurred in connection with the <i>agent's</i> management of the <i>scheme</i> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6(e)
Arranging insurance cover for the <i>scheme</i> . NOTE: Where the <i>owners corporation</i> arranges for placement of the insurance cover or engages a third party i.e. an insurance broker, the <i>agent</i> is indemnified by the <i>owners corporation</i> to the extent of liability contributed by an act, omission or negligence on behalf of the <i>owners corporation</i> or third party in placing the insurance cover.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6(f)
Serving notices to comply with a Rule.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(g)
Managing the capital works fund and the administrative fund.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(h)
Undertaking steps necessary to recover any money owing in relation to levies.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6(i)
Representing the <i>owners corporation</i> or association in tribunal or court proceedings.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(j)
Paying accounts in relation to the <i>scheme</i> (for example, accounts for water charges, council rates and maintenance).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6(k)
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(l)

Schedule A2 *

NOTES:

1. Full authority is provided for the duties and functions disclosed in this Schedule subject to the extent of any limitations on authority stated in this table.

2. The Agent will not be required to perform personally Additional Services where the Agent determines that the Agent does not have the suitable qualifications and/or expertise, in which case the Agent may engage on behalf of the Scheme or recommend to the Scheme that the Scheme engage suitably qualified consultants for that purpose. This includes engagement of solicitors and other consultants in relation to the building defects issues and engagement of contractors in relation to repairs and maintenance

Duties and functions	Limitations on Authority e.g. on expenditure (if nothing stated, then no limitations apply)	Fee Method
FINANCIAL MANAGEMENT		
Establishment and maintaining trust account		Agreed services
Collection of trust monies		Agreed services
Provide statutory reconciled accounts including balance sheet, statement of income and expenditure and levy status report		Agreed services
Financial record keeping		Agreed services
Prepare draft administrative fund and capital work fund budgets		Agreed services
Manage the administrative fund and capital works fund		Agreed services
Assist auditor in providing accounts and records for audit of the owners corporations books and records. Includes attending to all enquiries and meeting with the auditor as required		Agreed services
Generate and distribute levy notices (not special)		Agreed services
Generate and distribute special levy notices		Additional services (Schedule B)
Act as treasurer		Agreed services
GST activities including but not limited to preparation and lodgement of BAS and annual tax returns		Additional services (Schedule B)
Undertaking steps necessary to recover any money owing in relation to levies, including instructing lawyers to issue letters of demand and to commence local court, bankruptcy and/or winding up proceedings		Additional services (Schedule B)
DOCUMENTS AND RECORDS MANAGEMENT		
Holding documents and maintaining records relating to the <i>owners corporation</i> (for example, the roll, notices, and minutes of meetings), which may be hard copy and/or electronically		Agreed services
Maintain strata roll		Agreed services
Maintain minute book		Agreed services
Maintain the agenda and minutes of owners corporation meeting		Agreed services
Maintain correspondence		Agreed services
Record and maintain notices under section 113 and 114 of the Act. Recording all change of ownerships and amendments to owners details as well as record mortgagee's		Agreed services
Maintain Rules		Agreed services
Providing copies of Rules to the Strata Committee upon request		Agreed services
Providing copies of management documents to the Strata Committee upon request		Agreed services
Maintain the certificate of title and the strata plan		Agreed services
Providing copies of agendas and minutes of meetings upon request		Agreed services
Preparing and providing occupants listing (privacy laws permitting)		Agreed services
Retain all specified owners corporation records for statutory period		Agreed services
Maintain Financial statements		Agreed services
Maintain expert reports		Agreed services
Producing section 119 certificates and retain certificates under section 119 of the Act		Agreed services * Charges applicable to third parties
Producing urgent section 119 certificates and retain certificates under section 119 of the Act		Agreed services * Charges applicable to third parties
Information Packs as requested or for A class developments		Additional services (Schedule D)
Retain service and management contracts		Agreed services
Archive retrieval and administration		Additional services (Schedule D)
Rectifying deficiencies in the records when taking over the management from another agent		Agreed services
Undertake an owner's corporation health check, to ensure all statutory compliance has been attended to i.e. WH & S compliance, Lift registration, AFSS compliance, Pool compliance etc.		Agreed services
Electronic storage of owner's corporation's records and archive storage		Additional services (Schedule D)

Maintain common seal		Agreed services
ACCOUNTING/BANKING/COMPLIANCE		
<ul style="list-style-type: none"> - Australian Business Number registration - Arranging audit report and liaison with the auditor about the owners corporations financial affairs and queries - Paying accounts in relation to the owners corporation (for example, accounts for water charges, utilities and maintenance etc.) - Arranging investment account set-up with current banking provider - Paying disbursements and expenses incurred in connection with the <i>agent's</i> management of the <i>owners corporation</i> - Undertaking the establishment of the owners corporation bank accounts - EFT/Cheque processing and payments to trades, contractors and other payees - Transferring money between accounts - Providing additional financial reports to the Strata Committee - GST registration and cancellation 		Additional services fee (Schedule D)
TAX LODGEMENT		
Provision of assisting tax agent for ATO lodgements and tax return lodgement prepared by registered tax agent		Additional service fee (Schedule D)
Compiling all reports for the tax agent to attend to tax Lodgements		Tax agent fee payable by owners corporation
Signing of the tax lodgement as the public officer for and on behalf of the owners corporation		
BAS LODGEMENT		
BAS lodgements		Additional services (Schedule D)
UNDERTAKINGS AND MANAGEMENT		
Act as secretary		Agreed services
Act as public officer		Agreed services
Arranging section 119 inspections on behalf of the owners corporation		Additional services (Schedule D)
Arranging the handover of the owners corporation's books, records and accounts to another strata managing agent appointed by the owners corporation.		Additional services (Schedule B)
Affixing common seal on and any documents as required		Agreed services
Management of building defect rectification process including arranging access and approving the engagement of consultants		Additional services (Schedule B hourly rate)
Engaging appropriately qualified lawyers to represent the owners corporation in the tribunal or court proceedings and/or to provide legal advice to the owners corporation relating to such proceedings		Agreed services
Attend to routine written and oral communication and maintain correspondence		Agreed services
MAINTENANCE, REPAIRS AND WORKS		
Arranging building inspections and reports		Additional services (Schedule B)
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do <i>Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the principal's approval		Additional services (Schedule D)
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>association</i> of a <i>Principal Contractor</i> for such <i>Non-Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the principal's approval	Only where an appropriately qualified building consultant has been engaged and advises the owners corporation as to the appointment of a principle contractor and ensures such appointment has been made.	Additional services (Schedule B and D)
Obtaining a quotation(s) for the repair, maintenance and replacement of the common property or other property of the owners corporation		Additional services (Schedule D)
Liaise with contractors, tradesmen and consultants about work(s) to be carried out at the complex		Agreed services

Assistance and arrangement through third parties of major refurbishment projects and defect rectification works	As instructed by the owners corporation or the Strata Committee Includes the engagement of expert consultants Assist the owners corporation in dealing with construction and building defects and breaches of statutory warranties subject to the appointment of a legal representative and expert building consultant	Additional services (Schedule B hourly rate & Schedule D)
Other services requested by the owners corporation or the Strata Committee that is not listed but can be undertaken by the agent	As instructed by the Owners Corporation or the Strata Committee	Additional services (Schedule B hourly rate Schedule & D)
INSURANCES		
Insurance claims: Prepare and lodge routine insurance claims		Additional services fee (Schedule B)
Arranging insurance cover for the <i>owners corporation</i>		Agreed services
Submit insurance renewal quotations to the Strata Committee and renew the insurances	Full – subject to instructions from the Strata Committee	Agreed services
Insurance non-commission	Where insurance commission is not received	Additional services (Schedule B hourly rate)
Insurance valuation	Obtain property valuations for building insurance purposes, at the agent's discretion, but not less than every 5-years as similar to other states.	Additional services (Schedule B)
Providing insurance confirmation letter and obtain copy of the certificate of currency upon request (any costs to be borne by the owner requesting)		Agreed services
RULES AND DISPUTE		
Representing the owners corporation at a tribunal and/or court hearing, including the preparation of documentation and lodgement of application	Following the instructions from the Strata committee via minuted approval of meeting	Additional services (Schedule B hourly rate)
Issuing and serving notices to comply with a Rule	Following the instructions from the Strata Committee via minuted approval of meeting	Additional services (Schedule B)
Attend to general enquiries from the Strata Committee, owners and agents about the owners corporations Rules		Agreed services
Drafting and issuing breach of Rule notices to owners and occupiers		Agreed services
Arranging registration of Rule additions, amendments and rescindments, pursuant to the relevant resolutions made by the owners corporation	Following instructions from the Strata Committee/Owners Corporation	Additional services (Schedule B)
MEETINGS OF THE OWNERS CORPORATION		
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings i.e. booking meeting venues, arrangement and handling of collation, mail preparation		Agreed services
Distribute notices and minutes of annual general meetings and concurrent Strata Committee meeting		Agreed Services
Prepare and distribute notices and minutes of adjourned annual general meeting and other general meetings and Strata Committee meetings		Additional services (Schedule B adjourned charge)
Attend annual general meeting and concurrent Strata Committee meeting held at Civium's Office, a professional venue (e.g. Hired meeting room) or online and during office hours (<i>Office hours mean hours between 9.00am to 5.00pm Monday to Friday excluding public holidays and office closure of the Christmas period which is generally a 2 week period</i>). Meetings not held in line with the above requirements will incur a \$500 fee (plus GST).		Agreed services
Attend extraordinary general/Strata committee meetings held during office hours (outside of the inclusive Strata committee/extraordinary general meetings per calendar year		Additional services (Schedule B hourly rate)
Act as Chairperson at general meetings and Strata committee meetings		Agreed services
Arrange for venue for meeting (cost of venue borne by owners corporation) (only applicable if meeting not at Civium's Office)		Agreed services
BUNDLED DISBURSEMENTS		

<ul style="list-style-type: none"> - Processing and issuing levy notices via e-mail or via post (in Australia) - E-mail management and management of bounded e-mails for the delivery of levies and correspondence and to send via post - Attending to incoming e-mails - Attending to outgoing e-mails - Photocopying (mono and colour) - Printing reports as required - Postage via standard and large post items - Providing paper for correspondence, levy notices, meetings - Providing envelopes - Local and mobile telephone calls incoming/outgoing - Time taken to compile standard and large post outs - Scanning and e-mailing documents upon request - Incoming and outgoing faxes - Address labels - Storage of keys/security cards of the owners corporations common area, maintaining register and ordering additional keys/security cards as required - Bundled stationary. All stationary needs of the owners corporation is covered, including ring binders, folders & other stationary needs - Supply of archive boxes and/or disk - Mail merge of correspondence and material - Electronic Storage kept on server for indefinite period 		Additional services (Schedule D)
COMPLIANCE		
Arrange fire safety statements and inspections required in order to ensure compliance with the Work Health and Safety Act 2011 or other legislation (where applicable)		Additional services (Schedule B)
Arrange capital works fund forecast/updated forecast with third party service provider		Agreed services
Arrange WH & S report with third party service provider		Agreed services
Arrange and lodge Annual Lift Certification with Work Cover ACT		Additional services (Schedule B)
Arrange asbestos report with third party service provider		Agreed services
Arrange and lodge cooling tower certificate		Agreed services
Trades compliance		Additional services (Schedule D)
OTHER SERVICES		
Any other services that can be provided by the agent to the owners corporation and which the agent agrees to provide to the owners corporation at the request of the owners corporation, which do not constitute agreed services under this agreement		Additional services (Schedule B hourly rate)
Any services which do not constitute agreed services under this agreement, but which the agent, acting reasonably, determines are necessary or appropriate in order to comply with changes in the law, including the Act. For the avoidance of doubt, this includes additional services and any additional time spent performing agreed services as a result of such changes		Additional services (Schedule B hourly rate)
Annual Site Attendance with professional report to the Strata Committee		Additional services (Schedule B hourly rate)
Loan to owners corporation		Additional services (Schedule B)
Non-payment of management fees and/or other charges to owners corporation to the managing agent		Additional services (Schedule B)

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

Schedule B – Fees

Item		
Office hours mean hours between 9.00am to 5.00pm Monday to Friday excluding public holidays and office closure of the Christmas period which is generally a 2-week period		
Meetings are a minimum of 1-hours charge. Hourly rate is per hour or part there of		
Unless otherwise specified, Additional Services will be timed costed at the hourly rates as outlined under Hourly Rates*		
Hourly Rates *	Charge (Inclusive of GST)	Unit
Adjourned Meeting charge	As below	Per hour (minimum 1 hr)
Extraordinary General Meeting	As below	Per hour (minimum 1 hr)
Strata Manager	\$185.00	Per hour
Senior Strata Manager	\$215.00	Per hour
Principal/Director/General Manager	\$295.00	Per hour
Accounting staff	\$145.00	Per hour
Administrative staff	\$125.00	Per hour
Hourly rate prior to 8.00am and after 6.00pm is an additional 15% on top of hourly rate per hour as per above	15% on top of hourly rate	Per hour
Hourly rate for weekend or public holiday is double the hourly rate fee per hour	Double hourly rate	Per hour
Meeting preparation (other than AGM) Agenda/Minutes	\$99.00	Per hour
BAS Preparation		
BAS Preparation (Only for plans that are GST registered)	\$125.00	Per quarter
Compliance		
Fire safety certificate management and annual notice to Government and ACT fire brigades * Where applicable	\$250.00	Per certificate plus \$2.50 per lot
Lift certification lodgement with Work Cover ACT annually * Where applicable	\$95.00	Per lift
Arrange WH & S report & asbestos report with third party service provider * Where applicable	Included	Included
Arranging capital works fund/update	Included	Included
Arranging insurance valuation	\$25	Per Valuation
Documentation and Records		
Inspecting records	Per legislation	Per legislation (\$55 Room Hire Fee)
Provision of Owners Corporation (Handover)	\$272.00	Per arrangement
Levy Management and Debt recovery		
Phone call/e-mail in relation to overdue levy (initial reminder notice)	\$5.50	Per matter
Printing and posting notice of overdue levy (reminder notice) 1 st Demand	\$44.00	Per notice
Printing and posting notice of overdue levy (reminder notice) 2 nd Demand	\$44.00	Per notice
Printing and posting notice of overdue levy (reminder notice) 3 rd Demand	\$88.00	Per notice
Providing instructions to solicitor for recovery of outstanding levy	\$250.00	Per instruction
Levy arrears monitoring fee (Payment Plan)	\$55.00	Per month per lot - allocated to the lot
Contact via phone or SMS outside of issuing a notice as outlined above	\$5.00	Per contact - allocated to the lot
Statutory 21-day notice under the Act	\$110.00	Per notice - allocated to the lot
All the above fees for the 1 st , 2 nd , 3 rd reminder notices and instructions to the solicitors are added to the respective lot as a reimbursement to the owners corporation as per the provisions of the Unit Titles Management Act 2011		
Management Services and Additions		
Rules, issuing Rule breach letter(s)	Included	Included
Rule Registration	\$200.00	Plus LPI Fees
Consolidation of Rules	\$50.00	Per arrangement
Affix Common Seal	Included	Included
Attend to routine written and oral communication	Included	Included

Hand deliver mail	Refer to Hourly rates	Charged at strata manager hourly rate
Non-payment of management fee when due and/or other charges owed to managing agent	\$100.00	Per month plus 15% of the fee owed charged daily
Loan to Owners Corporation	\$250.00	Per arrangement plus 10% of the loan amount charged monthly in advance
Insurance quotation for insurance renewals and provide to the Strata Committee	Included	Included
Insurance, supply Certificate of Currency (upon request)	Included	Included
Insurance claim (per claim)	\$125.00	Per hour
Issuing Notice to Comply with Rule (includes affixing of common seal)	\$99.00	Per notice
Providing title/other searches	\$30.00	Per search plus Title search fee
Producing section s119 certificate	\$0.00	Per certificate as per the statutory fee
Producing urgent s119 certificate (\$80)		
s119 Inspection (arranging and co-ordinating)	\$55.00	Room Hire Fee
Basic Information Package	\$255.00	Per request
Site Attendance/Inspection (Annual) report provided to the Strata Committee	Included	Additional services (Schedule B hourly rate)

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

** Any other duties as requested not included in the schedule is at the appropriate hourly rate

Schedule C – Disclosure schedule

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

Name of company / person	Amount / percentage of rebate, discount or commission
CHU Underwriting Agencies Pty Ltd Civium Holdings Pty Ltd provides factual information only.	Up to 20% of base premium
REI Insurance brokers Civium Holdings Pty Ltd provides factual information only.	Up to 20% of base premium
Strata Unit Underwriters Civium Holdings Pty Ltd provides factual information only.	Up to 20% of base premium
Allianz Civium Holdings Pty Ltd provides factual information only.	Up to 20% of base premium
AON Civium Holdings Pty Ltd provides factual information only.	Up to 20% of base premium
Honan Risk & Insurance Brokers Civium Holdings Pty Ltd provides factual information only.	Up to 20% of base premium
Centric General Insurance Services Civium Holdings Pty Ltd provides factual information only.	Up to 20% of base premium
Austbrokers Insurance Brokers Civium Holdings Pty Ltd provides factual information only.	Up to 20% of base premium
Adept Insurance Brokers Civium Holdings Pty Ltd provides factual information only.	Up to 20% of base premium
Jardine Lloyd Thompson Civium Holdings Pty Ltd provides factual information only.	Up to 20% of base premium
Verve Insurance Pty Ltd Civium Holdings Pty Ltd provides factual information only. Verve is an associated entity of Civium.	Up to 20% of base premium
Whitbread Insurance Brokers Civium Holdings Pty Ltd provides factual information only.	Up to 20% of base premium
CGU Civium Holdings Pty Ltd provides factual information only.	Up to 20% of base premium

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

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
All States Fire Pty Ltd	Civium owns shares in this company.	
Strata Valuations Pty Ltd	Civium owns shares in this company.	

The Strata manager discloses that it operates a Corporate Partnership Program which is designed to identify, develop, maintain relationships with contractors and suppliers, promote our services to existing clients and attract new clients to our respective businesses.

Civium may collect a marketing levy from contributing partners to support marketing initiatives to jointly promote our businesses nationally.

The levy covers the administration of our marketing programs, advertising of Civium and our partners businesses through digital and hard copy advertising, sponsorship of community organisations and contributions to charities.

The marketing levy is not compulsory but may considered a benefit as a result of contributions made by suppliers, contractors and other partners, Civium hereby discloses such arrangements.

Contribution to the marketing program by no means guarantees participants work as a result of Civium's coordination of works within our portfolio. All participating contractors and suppliers agree to a code of conduct, safe work methods and invoice/quotation requirements.

The Owner's Corporation is always able to nominate contractors they wish to use following a certification and compliance process and always has final approval for all works undertaken in your property.

We can charge 3% on each invoice on non-Civium contractors.

Schedule D - Charges and associated fees*

Item	Charge (inclusive of GST)	Unit
IT, Software Licencing & Online Portal Fee	\$1.25	Per lot per month
After hours emergency telephone calls	\$88.00	Per arrangement
Administering and arranging electricity contracts/auctions/reverse auctions through third party	Included	Included
Archive Retrieval	\$77.00	Per box / Electronic retrieval
Accounting Service Provision/ATO Compliance (refer to Schedule A)	\$55.00	Per month per building
Levies – Generate and Distribute	Included	Included
Levies (Special) – Generate and Distribute	\$14.50	Per lot
Tax Return preparation and lodgement	\$132.00	Per annum
Courier	At cost	Per item
Bank Management (refer to schedule A)	\$55.00	Per month per building
Issuing work orders/quotations, including liaising with the tradesmen and follow-up after work order has been issued	\$18.00	Per work order
Liaise with contractors and tradespeople about the works/quotations	Included	Included
Undertake follow-up on the work order with the tradesperson or contractor within 72-hours of issuing	Included	Included
Signing & or arranging contract required under the Home Building Act 1989 or a works agreement	\$75.00	Per contract
Managing access arrangements including arranging the issue of swipe cards and fobs and recording the issue of these including a key register	\$44.00	Per card/key
Bundled Disbursements (refer to schedule A)	\$3.33	Per lot per month
Sending SMS (General Correspondence)	\$1.10	Per SMS
Trades Compliance (licence and insurance check)	\$24.67	Per month per building
New owner orientation package	\$33.00	Per owner
Set Up Costs	\$165.00 per hour	Maximum 3 hours
Plus commissions in Schedule C1 If commissions are selected YES, the agreed services fee is calculated on this basis. If the insurance commission is not received the base management fee increase by \$65.00 plus GST per lot per annum.	YES	

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