Extraordinary General Meeting

Body Corporate for Emerald Lakes – The Quays CTS 33891
Andries Dennis Doves & Susan Leslie Doves
Representing lot 3006
Online voting closes on 30 September 2021 05:00 PM

NOTICE OF AN EXTRAORDINARY GENERAL MEETING
EMERALD LAKES – THE QUAYS
3108 THE BOULEVARD

NOTICE IS HEREBY GIVEN TO ALL OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES REGISTERED ON THE EMERALD LAKES – THE QUAYS OF THE BUSINESS TO BE DEALT WITH AT THE EXTRAORDINARY GENERAL MEETING TO BE HELD AT KOKO MARIA CAFE, THE BOULEVARD, EMERALD LAKES, CARRARA, QLD, 4211 ON 30 SEP 2021 AT 06:00 PM WITH REGISTRATION COMMENCING AT 5:30PM.

NOTE: IF YOU HAVE ALREADY VOTED ONLINE THROUGH STRATAVOTE, YOU DO NOT NEED TO PHYSICALLY ATTEND THIS MEETING

Extraordinary General Meeting

Body Corporate for Emerald Lakes – The Quays CTS 33891
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Representing lot 3006
Online voting closes on 30 September 2021 05:00 PM

Welcome Notice | Agenda | Attachments | Voting Paper

AGENDA

1. To record attendance and voting rights.
2. To receive proxies and apologies.
3. To consider the following motions.

   1. Welcome and Introduction
   2. Confirmation of Minutes of Previous Meeting
   3. Audit of FY 2020-2021
   4. Administration Fund Budget and Contributions
   5. Sinking Fund Budget and Contributions
   6. Cessation of Services - Peak BCM
   7. Body Corporate Management - Summary & Recommendation
   8. Appointment of a Body Corporate Manager (Group of Same Issue)

Next →

Dear Quays Residents,

I would like to introduce your new body corporate committee members for FY21/22. From left to right: Kaye Glover, Margaret Comber, Jock Alexander, Chris Mathew, Fiona Day, Greg Norris and myself, Darren McLean. I have been a resident and lot owner at Emerald Lakes since 2005 and I love being part of our community. If you see myself walking around with my wife Jessie and children, Charlotte and Chloe, please stop and say hello. This is my first time serving on the body corporate, and with 20 years construction and business management experience I hope to assist with some of the current building issues and implementation of professional procedures that will save time and money.

The committee met yesterday for a site walk and our first informal meeting and we discussed some of the current issues that were raised at the recent AGM. The issues discussed included reviewing last year's financial statements, adopting a new budget for the current year, roof and building repairs, building cladding compliance, pool security and appointment of a new body corporate manager.

Today you will receive a notice for an Extraordinary General Meeting (EGM) to be held on **Thursday 30th September 2021 at 6pm** (location TBC but likely Koko Maria). We encourage all residents to attend this EGM to hear the committee's explanations and recommendations, ask questions and cast your vote on several important matters.

Yesterday you should have received a notice for our first "formal" Committee Meeting to be held on Tuesday 21st September 2021 in the Community Room. You are welcome to attend this meeting and listen in, however there will not be any lot owner voting at this meeting.

The new committee intends to address body corporate matters and decision-making processes in a more open and transparent way, and we plan to hold resident consultation sessions from time to time in the community room so you have the opportunity to share your concerns and solutions for making our community better. We will also send you updates via email from time to time.

Kind regards,

Darren McLean
Chairperson - The Quays CTS 33981

DOC-REF 100D4

Sinking Fund Forecast Report

Emerald Lakes - The Quays
3047-3083 Quay South Drive, Carrara, QLD 4211
Scheme Number: 33891

COMPILED BY CRAIG WELSH

On 21 December 2020 for the
15 Years Commencing: 1 April 2021
QIA Job Reference Number: 155200

Professional Indemnity Insurance Policy Number 96 0968886 PLP

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201
F 1300 369 190
E info@qiagroup.com.au
W www.qiagroup.com.au

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INTRODUCTION

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

LOCATION

3047-3083 Quay South Drive, Carrara, QLD 4211

REPORT SUMMARY

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

We recommend that the Sinking Fund Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement already set is:	$1,745.58
Number of Lot/Unit Entitlements:	113
Opening Balance:	$700,000.00
The proposed Sinking Fund Levy per entitlement is:	$1,881.46

METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 15 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. The basis for the accrual of these funds is that Owners use or consume the common property during their period of ownership and so are responsible for funding their eventual replacement. The manner in which the land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report, or may appear as a “partial” provision if there is a need for some allowance in the duration of the report.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 3.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget, as are any smaller items that would be considered routine replacement items.

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/04/2021	$700,000	$203,500	$1,800.88	$196,785	$706,715
2	01/04/2022	$706,715	$212,605	$1,881.46	$206,050	$713,270
3	01/04/2023	$713,270	$221,983	$1,964.45	$54,866	$880,388
4	01/04/2024	$880,388	$231,642	$2,049.93	$21,066	$1,090,964
5	01/04/2025	$1,090,964	$241,591	$2,137.97	$76,467	$1,256,088
6	01/04/2026	$1,256,088	$250,239	$2,214.50	$117,268	$1,389,059
7	01/04/2027	$1,389,059	$257,746	$2,280.94	$1,274,509	$372,296
8	01/04/2028	$372,296	$265,479	$2,349.37	$59,437	$578,338
9	01/04/2029	$578,338	$273,443	$2,419.85	$66,245	$785,536
10	01/04/2030	$785,536	$281,646	$2,492.44	$123,890	$943,293
11	01/04/2031	$943,293	$290,096	$2,567.22	$52,062	$1,181,326
12	01/04/2032	$1,181,326	$298,798	$2,644.23	$114,735	$1,365,390
13	01/04/2033	$1,365,390	$307,762	$2,723.56	$149,281	$1,523,871
14	01/04/2034	$1,523,871	$316,995	$2,805.27	$77,281	$1,763,586
15	01/04/2035	$1,763,586	$326,505	$2,889.43	$612,080	$1,478,011

SINKING FUND FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

April 2021	Expense Inc GST
SUPERSTRUCTURE	
- Repair/replace waterproof membranes	$5,665
- Capital Replacement - General	$4,481
EXTERNAL WORKS	
- Ongoing repair/replacement of tiled walkways & stairwells	$25,153
FURNITURE & FITTINGS	
- Provision to replace mail boxes	$2,866
ROOF	
- Provision for periodic roof repairs	$158,620
Total Forecast Expenditure for year - April 2021 (Inc GST):	$196,785
Includes GST amount of :	$17,890

April 2022	Expense Inc GST
SUPERSTRUCTURE	
- Provision for ongoing replacement of garage doors - 10% of total	$29,011
- Capital Replacement - General	$4,615
LANDSCAPING	
- Landscaping refurbishment allowance	$5,835
ROOF	
- Provision for periodic roof repairs	$163,379
SWIMMING POOL	
- Provision to replace pool furniture	$1,459

RECREATION AREA

- Replace indoor/outdoor furniture	$1,750
Total Forecast Expenditure for year - April 2022 (Inc GST):	$206,050
Includes GST amount of :	$18,732

April 2023	Expense Inc GST
SUPERSTRUCTURE	
- Repair/replace waterproof membranes	$6,010
- Capital Replacement - General	$4,754
BASEMENTS	
- Provision for CO monitor replacement	$1,963
- Replace garage door motor	$1,571
EXTERNAL WORKS	
- Ongoing repair/replacement of tiled walkways & stairwells	$26,684
FURNITURE & FITTINGS	
- Provision to replace mail boxes	$3,041
LANDSCAPING	
- Provision to remove/trim trees/roots	$3,005
- Irrigation repair/upgrades	$3,606
SWIMMING POOL	
- Maintain pool concourse 10% of total	$1,587
- Replace pool cleaning equipment	$2,644
Total Forecast Expenditure for year - April 2023 (Inc GST):	$54,866
Includes GST amount of :	$4,988

April 2024	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$4,897

FURNITURE & FITTINGS

- Maintain signage	$990

LANDSCAPING

- Landscaping refurbishment allowance	$6,190

SWIMMING POOL

- Replace pool pump	$1,548
- Replace water chlorinator	$3,417
- Provision to replace pool furniture	$1,548

RECREATION AREA

- Replace indoor/outdoor furniture	$1,857
- Replace lights/fans/equipment recreation area	$619
Total Forecast Expenditure for year - April 2024 (Inc GST):	$21,066
Includes GST amount of :	$1,915

April 2025	Expense Inc GST

SUPERSTRUCTURE

- Repair/replace waterproof membranes	$6,376
- Capital Replacement - General	$5,043

EXTERNAL WORKS

- Ongoing repair/replacement of tiled walkways & stairwells	$28,309

FURNITURE & FITTINGS

- Provision to replace mail boxes	$3,226
- Install/Replace sensors/exits/emergency lighting 50% of total	$8,926

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	$1,071

SWIMMING POOL

- Install pool/spa heater	$15,302

RECREATION AREA	
- Provision to repaint recreation area ceiling/walls	$8,212
Total Forecast Expenditure for year - April 2025 (Inc GST):	$76,467
Includes GST amount of :	$6,952
April 2026	Expense Inc GST
SUPERSTRUCTURE	
- Replace window fixtures and fittings	$6,206
- Provision for ongoing replacement of garage doors - 10% of total	$32,653
- Capital Replacement - General	$5,195
BASEMENTS	
- Maintain/repair main garage door running gear	$1,716
EXTERNAL WORKS	
- Maintain common pipework 3% of total	$7,093
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	$6,285
LANDSCAPING	
- Landscaping refurbishment allowance	$6,567
- Irrigation repair/upgrades	$3,940
TOILET	
- Provision to maintain floor tiles 10% of total	$1,379
LOBBIES	
- Replace carpet	$15,761
STAIRWELL	
- Replace carpet	$15,761

SWIMMING POOL	
- Replace pool filter	$1,773
- Provision to replace pool furniture	$1,642
- Provision to replace pool sail/pergola/shade structures	$7,618
RECREATION AREA	
- Replace exhaust fans	$1,707
- Replace indoor/outdoor furniture	$1,970
Total Forecast Expenditure for year - April 2026 (Inc GST):	$117,268
Includes GST amount of :	$10,661

April 2027	Expense Inc GST
SUPERSTRUCTURE	
- Repaint buildings previously painted vertical surfaces	$757,602
- Repaint balcony/patio ceilings	$69,808
- Repaint vent/downpipes	$71,025
- Repaint soffits	$62,773
- Scaffold/access equipment allowance	$59,526
- Repaint door face	$24,352
- Repaint oxidised balustrades	$37,880
- Repaint pergolas	$32,469
- Repair/replace waterproof membranes	$6,764
- Capital Replacement - General	$5,351
BASEMENTS	
- Repaint line marking/bollards/kerbing	$1,218
- Repaint door faces	$1,826
- Replace garage door motor	$1,768
- Repaint/columns/walls/ceilings	$3,112

DRIVEWAYS, PATHWAYS & PARKING	
- Repaint line marking	$812
EXTERNAL WORKS	
- Ongoing repair/replacement of tiled walkways & stairwells	$30,034
FENCING	
- Repaint boundary wall/fence	$30,439
FURNITURE & FITTINGS	
- Provision to replace mail boxes	$3,423
- Provision to upgrade intercom systems & associated equipment	$19,616
- Provision to replace door closers	$1,071
TOILET	
- Repaint toilets/washroom	$5,411
LOBBIES	
- Repaint walls	$15,152
- Repaint ceiling	$3,788
- Repaint door face	$2,435
- Maintain floor tiles 10% of total	$1,421
ROOF	
- Replace skylights	$12,176
STAIRWELL	
- Repaint walls	$8,117
- Repaint ceiling	$3,247
- Maintain floor tiles 10% of total	$1,894
Total Forecast Expenditure for year - April 2027 (Inc GST):	$1,274,509
Includes GST amount of :	$115,864

April 2028	Expense Inc GST
SUPERSTRUCTURE	
- Maintain screens/louvres/rails/frames	$1,411
- Provision to replace balustrade fixings	$4,389
- Capital Replacement - General	$5,511
BASEMENTS	
- Replace exhaust/supply fans	$3,311
FENCING	
- Provision to repair retaining walls	$6,967
- Maintain masonry fencing	$6,967
FURNITURE & FITTINGS	
- Maintain signage	$1,115
LANDSCAPING	
- Landscaping refurbishment allowance	$6,967
- Provision to remove/trim trees/roots	$3,484
TOILET	
- Provision to replace toilet and basin	$2,621
SWIMMING POOL	
- Replace pool pump	$1,742
- Replace water chlorinator	$3,846
- Provision to replace pool furniture	$1,742
- Maintain pool concourse 10% of total	$1,839

RECREATION AREA

- Replace indoor/outdoor furniture	$2,090
- Provision for BBQ replacement	$3,484
- Maintain floor tiles 10% of total	$1,951
Total Forecast Expenditure for year - April 2028 (Inc GST):	$59,437
Includes GST amount of :	$5,403

April 2029	Expense Inc GST
SUPERSTRUCTURE	
- Repair/replace waterproof membranes	$7,176
- Capital Replacement - General	$5,676
BASEMENTS	
- Provision for CO monitor replacement	$2,344
EXTERNAL WORKS	
- Ongoing repair/replacement of tiled walkways & stairwells	$31,863
FURNITURE & FITTINGS	
- Provision to replace mail boxes	$3,631
LANDSCAPING	
- Irrigation repair/upgrades	$4,306
TOILET	
- Provision to replace toilet doors	$1,847
FIRE PROTECTION SYSTEMS	
- Provision to replace fire hose reels	$1,938
SWIMMING POOL	
- Replace pool cleaning equipment	$3,158

RECREATION AREA

- Replace fountain	$4,306
Total Forecast Expenditure for year - April 2029 (Inc GST):	$66,245
Includes GST amount of :	$6,022

April 2030	Expense Inc GST
SUPERSTRUCTURE	
- Provision for ongoing replacement of garage doors - 10% of total	$36,751
- Capital Replacement - General	$5,847
BASEMENTS	
- Reseal floors	$8,870
FENCING	
- Replace powder coated baluster fencing commencing in 10 years - 25% of total	$29,566
- Replace pedestrian gates - 20% of total	$11,235
FURNITURE & FITTINGS	
- Install/Replace sensors/exits/emergency lighting 50% of total	$10,348
LANDSCAPING	
- Landscaping refurbishment allowance	$7,392
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	$1,242
SWIMMING POOL	
- Provision to replace pool furniture	$1,848
- Provision to replace pool sail/pergola/shade structures	$8,574

RECREATION AREA

- Replace indoor/outdoor furniture	$2,217
Total Forecast Expenditure for year - April 2030 (Inc GST):	$123,890
Includes GST amount of :	$11,263

April 2031	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$6,022
BASEMENTS	
- Replace garage door motor	$1,990
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain private driveway areas	$6,395
EXTERNAL WORKS	
- Ongoing repair/replacement of tiled walkways & stairwells	$33,803
FURNITURE & FITTINGS	
- Provision to replace mail boxes	$3,852
Total Forecast Expenditure for year - April 2031 (Inc GST):	$52,062
Includes GST amount of :	$4,733

April 2032	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	$6,203
BASEMENTS	
- Maintain/repair main garage door running gear	$2,050
EXTERNAL WORKS	
- Maintain common pipework 3% of total	$8,469

FURNITURE & FITTINGS	
- Maintain signage	$1,255
- Ongoing partial replacement of exterior lighting	$7,504
LANDSCAPING	
- Landscaping refurbishment allowance	$7,842
- Irrigation repair/upgrades	$4,705
ROOF	
- Replace skylights	$14,115
SWIMMING POOL	
- Replace pool pump	$1,960
- Replace water chlorinator	$4,329
- Replace pool filter	$2,117
- Provision to refurbish pool surface	$43,286
- Provision to replace pool furniture	$1,960
RECREATION AREA	
- Upgrade sinks and basins	$1,882
- Replace indoor/outdoor furniture	$2,353
- Replace lights/fans/equipment recreation area	$784
- Provision for BBQ replacement	$3,921
Total Forecast Expenditure for year - April 2032 (Inc GST):	$114,735
Includes GST amount of :	$10,430

April 2033	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace deteriorating balustrades - 20% of total	$67,846
- Capital Replacement - General	$6,389

BASEMENTS	
- Replace exhaust/supply fans	$3,838
EXTERNAL WORKS	
- Ongoing repair/replacement of tiled walkways & stairwells	$35,862
FENCING	
- Replace pedestrian gates - 20% of total	$12,277
- Provision to repair retaining walls	$8,077
FURNITURE & FITTINGS	
- Provision to replace mail boxes	$4,087
LANDSCAPING	
- Provision to remove/trim trees/roots	$4,038
TOILET	
- Provision to maintain floor tiles 10% of total	$1,696
- Provision to replace toilet and basin	$3,039
SWIMMING POOL	
- Maintain pool concourse 10% of total	$2,132
Total Forecast Expenditure for year - April 2033 (Inc GST):	$149,281
Includes GST amount of :	$13,571

April 2034	Expense Inc GST
SUPERSTRUCTURE	
- Provision for ongoing replacement of garage doors - 10% of total	$41,363
- Capital Replacement - General	$6,581
BASEMENTS	
- Maintain ventilation ducting 10% of total	$3,145
FURNITURE & FITTINGS	
- Provision to replace door closers	$1,318

LANDSCAPING	
- Landscaping refurbishment allowance	$8,319
STAIRWELL	
- Maintain floor tiles 10% of total	$2,329
SWIMMING POOL	
- Provision to replace pool furniture	$2,080
- Provision to replace pool sail/pergola/shade structures	$9,650
RECREATION AREA	
- Replace indoor/outdoor furniture	$2,496
Total Forecast Expenditure for year - April 2034 (Inc GST):	$77,281
Includes GST amount of :	$7,026

April 2035	Expense Inc GST
SUPERSTRUCTURE	
- Replace window fixtures and fittings	$8,098
- Provision to replace pergolas commencing in 15 years	$25,706
- Capital Replacement - General	$6,778
BASEMENTS	
- Provision for CO monitor replacement	$2,799
- Replace garage door motor	$2,240
EXTERNAL WORKS	
- Ongoing repair/replacement of tiled walkways & stairwells	$38,046
FENCING	
- Replace powder coated baluster fencing commencing in 10 years - 25% of total	$34,275

FURNITURE & FITTINGS

- Provision to replace mail boxes	$4,336
- Install/Replace sensors/exits/emergency lighting 50% of total	$11,996

LANDSCAPING

- Irrigation repair/upgrades	$5,141

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	$1,440

ROOF

- Provision to replace guttering commencing in 15 years	$77,119
- Provision to replace metal roof commencing in 20 years partial accrual	$320,817
- Provision to replace down pipes commencing in 15 years	$58,482

SWIMMING POOL

- Replace pool cleaning equipment	$3,770

RECREATION AREA

- Provision to repaint recreation area ceiling/walls	$11,037
Total Forecast Expenditure for year - April 2035 (Inc GST):	$612,080
Includes GST amount of :	$55,644

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint buildings previously painted vertical surfaces	$560,000	2027	10							757602								
- Repaint balcony/patio ceilings	$51,600	2027	10							69808								
- Replace window fixtures and fittings	$4,725	2026	9						6206									8098
- Repaint vent/downpipes	$52,500	2027	10							71025								
- Repaint soffits	$46,400	2027	10							62773								
- Scaffold/access equipment allowance	$44,000	2027	10							59526								
- Repaint door face	$18,000	2027	10							24352								
- Maintain screens/louvres/rails/frames	$1,012	2028	9								1411							
- Provision to replace balustrade fixings	$3,150	2028	8								4389							
- Provision to replace pergolas commencing in 15 years	$15,000	2035	3															25706
- Repaint oxidised balustrades	$28,000	2027	10							37880								
- Provision to replace deteriorating balustrades - 20% of total	$42,000	2033	5													67846		
- Repaint pergolas	$24,000	2027	10							32469								
- Provision for ongoing replacement of garage doors - 10% of total	$24,860	2022	4		29011				32653				36751				41363	
- Repair/replace waterproof membranes	$5,000	2021	2	5665		6010		6376		6764		7176						
- Capital Replacement - General	$3,955	2021	1	4481	4615	4754	4897	5043	5195	5351	5511	5676	5847	6022	6203	6389	6581	6778
BASEMENTS																		
- Replace exhaust/supply fans	$2,376	2028	5								3311					3838		
- Repaint line marking/bollards/kerbing	$900	2027	10							1218								
- Provision for CO monitor replacement	$1,634	2023	6			1963						2344						2799
- Maintain ventilation ducting 10% of total	$1,890	2034	5														3145	
- Repaint door faces	$1,350	2027	10							1826								
- Maintain/repair main garage door running gear	$1,307	2026	6						1716						2050			
- Replace garage door motor	$1,307	2023	4			1571				1768				1990				2240

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Repaint/columns/walls/ceilings	$2,300	2027	10							3112								
- Reseal floors	$6,000	2030	15										8870					
DRIVEWAYS, PATHWAYS & PARKING																		
- Maintain private driveway areas	$4,200	2031	9											6395				
- Repaint line marking	$600	2027	10							812								
EXTERNAL WORKS																		
- Maintain common pipework 3% of total	$5,400	2026	6						7093						8469			
- Ongoing repair/replacement of tiled walkways & stairwells	$22,200	2021	2	25153		26684		28309		30034		31863		33803		35862		38046
FENCING																		
- Replace powder coated baluster fencing commencing in 10 years - 25% of total	$20,000	2030	5										29566					34275
- Repaint boundary wall/fence	$22,500	2027	10							30439								
- Replace pedestrian gates - 20% of total	$7,600	2030	3										11235			12277		
- Provision to repair retaining walls	$5,000	2028	5								6967					8077		
- Maintain masonry fencing	$5,000	2028	8								6967							
FURNITURE & FITTINGS																		
- Maintain signage	$800	2024	4				990				1115				1255			
- Provision to replace mail boxes	$2,530	2021	2	2866		3041		3226		3423		3631		3852		4087		4336
- Install/Replace sensors/exits/emergency lighting 50% of total	$7,000	2025	5					8926					10348					11996
- Ongoing partial replacement of exterior lighting	$4,785	2026	6						6285						7504			
- Provision to upgrade intercom systems & associated equipment	$14,500	2027	15							19616								
- Provision to replace door closers	$792	2027	7							1071							1318	
LANDSCAPING																		
- Landscaping refurbishment allowance	$5,000	2022	2		5835		6190		6567		6967		7392		7842		8319	
- Provision to remove/trim trees/roots	$2,500	2023	5			3005					3484					4038		
- Irrigation repair/upgrades	$3,000	2023	3			3606			3940			4306			4705			5141

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
TOILET																		
- Repaint toilets/washroom	$4,000	2027	10							5411								
- Provision to maintain floor tiles 10% of total	$1,050	2026	7						1379							1696		
- Provision to replace toilet doors	$1,287	2029	9									1847						
- Provision to replace toilet and basin	$1,881	2028	5								2621					3039		
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reels	$1,350	2029	9									1938						
- Provision to replace portable fire extinguishers	$840	2025	5					1071					1242					1440
LOBBIES																		
- Repaint walls	$11,200	2027	10							15152								
- Repaint ceiling	$2,800	2027	10							3788								
- Replace carpet	$12,000	2026	12						15761									
- Repaint door face	$1,800	2027	10							2435								
- Maintain floor tiles 10% of total	$1,050	2027	9							1421								
ROOF																		
- Replace skylights	$9,000	2027	5							12176					14115			
- Provision to replace guttering commencing in 15 years	$45,000	2035	5															77119
- Provision to replace metal roof commencing in 20 years partial accrual	$187,200	2035	5															320817
- Provision to replace down pipes commencing in 15 years	$34,125	2035	5															58482
- Provision for periodic roof repairs	$140,000	2021	0	158620	163379													
STAIRWELL																		
- Repaint walls	$6,000	2027	10							8117								
- Repaint ceiling	$2,400	2027	10							3247								
- Maintain floor tiles 10% of total	$1,400	2027	7							1894							2329	
- Replace carpet	$12,000	2026	12						15761									

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SWIMMING POOL																		
- Replace pool pump	$1,250	2024	4				1548				1742				1960			
- Replace water chlorinator	$2,760	2024	4				3417				3846				4329			
- Replace pool filter	$1,350	2026	6						1773						2117			
- Provision to refurbish pool surface	$27,600	2032	30												43286			
- Provision to replace pool furniture	$1,250	2022	2		1459		1548		1642		1742		1848		1960		2080	
- Provision to replace pool sail/pergola/shade structures	$5,800	2026	4						7618				8574				9650	
- Install pool/spa heater	$12,000	2025	15					15302										
- Maintain pool concourse 10% of total	$1,320	2023	5			1587					1839					2132		
- Replace pool cleaning equipment	$2,200	2023	6			2644						3158						3770
RECREATION AREA																		
- Provision to repaint recreation area ceiling/walls	$6,440	2025	10					8212										11037
- Upgrade sinks and basins	$1,200	2032	20												1882			
- Replace exhaust fans	$1,300	2026	10						1707									
- Replace indoor/outdoor furniture	$1,500	2022	2		1750		1857		1970		2090		2217		2353		2496	
- Replace lights/fans/equipment recreation area	$500	2024	8				619								784			
- Provision for BBQ replacement	$2,500	2028	4								3484				3921			
- Maintain floor tiles 10% of total	$1,400	2028	8								1951							
- Replace fountain	$3,000	2029	20									4306						
Total				196785	206050	54866	21066	76467	117268	1274509	59437	66245	123890	52062	114735	149281	77281	612080
Includes GST amount of				17890	18732	4988	1915	6952	10661	115864	5403	6022	11263	4733	10430	13571	7026	55644

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint buildings previously painted vertical surfaces	$560,000	2027	10	98872	200710	305603	413643	524924	639544	**757602**	88814	180292	274515	371565	471526	574485	680534	789764
- Repaint balcony/patio ceilings	$51,600	2027	10	9110	18494	28159	38114	48368	58930	**69808**	8184	16613	25295	34237	43448	52935	62707	72771
- Replace window fixtures and fittings	$4,725	2026	9	959	1948	2966	4014	5094	**6206**	797	1618	2464	3335	4232	5156	6108	7088	**8098**
- Repaint vent/downpipes	$52,500	2027	10	9269	18817	28650	38779	49212	59957	**71025**	8326	16902	25736	34834	44205	53858	63799	74040
- Repaint soffits	$46,400	2027	10	8192	16630	25322	34273	43494	52991	**62773**	7359	14938	22745	30787	39069	47600	56387	65437
- Scaffold/access equipment allowance	$44,000	2027	10	7769	15770	24012	32501	41244	50250	**59526**	6978	14166	21569	29194	37048	45138	53470	62052
- Repaint door face	$18,000	2027	10	3178	6452	9823	13296	16873	20557	**24352**	2855	5795	8824	11943	15156	18466	21875	25386
- Maintain screens/louvres/rails/frames	$1,012	2028	9	159	322	490	664	842	1026	1216	**1411**	181	368	560	758	962	1172	1389
- Provision to replace balustrade fixings	$3,150	2028	8	494	1002	1526	2065	2620	3193	3782	**4389**	625	1269	1932	2615	3319	4044	4790
- Provision to replace pergolas commencing in 15 years	$15,000	2035	3	1382	2806	4272	5782	7338	8940	10590	12290	14041	15844	17702	19615	21586	23615	**25706**
- Repaint oxidised balustrades	$28,000	2027	10	4944	10035	15280	20682	26246	31977	**37880**	4441	9015	13726	18578	23576	28724	34026	39488
- Provision to replace deteriorating balustrades - 20% of total	$42,000	2033	5	4344	8819	13427	18174	23064	28100	33287	38630	44133	49801	55639	61652	**67846**	14814	30073
- Repaint pergolas	$24,000	2027	10	4237	8602	13097	17728	22497	27409	**32469**	3806	7727	11765	15924	20208	24621	29166	33847
- Provision for ongoing replacement of garage doors - 10% of total	$24,860	2022	4	14291	**29011**	7805	15844	24124	**32653**	8784	17833	27152	**36751**	9887	20070	30559	**41363**	11128
- Repair/replace waterproof membranes	$5,000	2021	2	**5665**	2961	**6010**	3141	**6376**	3332	**6764**	3535	**7176**						
- Capital Replacement - General	$3,955	2021	1	**4481**	**4615**	**4754**	**4897**	**5043**	**5195**	**5351**	**5511**	**5676**	**5847**	**6022**	**6203**	**6389**	**6581**	**6778**
BASEMENTS																		
- Replace exhaust/supply fans	$2,376	2028	5	372	756	1151	1558	1977	2408	2853	**3311**	723	1467	2234	3024	**3838**	838	1701
- Repaint line marking/bollards/kerbing	$900	2027	10	159	323	491	665	844	1028	**1218**	143	290	441	597	758	923	1094	1269
- Provision for CO monitor replacement	$1,634	2023	6	635	1289	**1963**	362	736	1120	1516	1924	**2344**	433	878	1337	1810	2297	**2799**

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Maintain ventilation ducting 10% of total	$1,890	2034	5	184	374	569	770	977	1191	1410	1637	1870	2110	2357	2612	2875	**3145**	687
- Repaint door faces	$1,350	2027	10	238	484	737	997	1265	1541	**1826**	214	434	661	895	1136	1384	1640	1903
- Provision to replace garage door-20 years	$12,600	2040	35	932	1891	2879	3897	4946	6026	7138	8284	9464	10680	11932	13221	14549	15917	17326
- Maintain/repair main garage door running gear	$1,307	2026	6	265	539	820	1110	1408	**1716**	317	643	980	1326	1683	**2050**	378	768	1169
- Replace garage door motor	$1,307	2023	4	508	1032	**1571**	423	858	1306	**1768**	476	966	1470	**1990**	535	1087	1655	**2240**
- Repaint/columns/walls/ceilings	$2,300	2027	10	406	824	1255	1699	2156	2627	**3112**	365	741	1128	1526	1937	2360	2795	3244
- Reseal floors	$6,000	2030	15	774	1571	2392	3237	4108	5005	5929	6880	7860	**8870**	743	1508	2297	3108	3945
DRIVEWAYS, PATHWAYS &																		
- Maintain private driveway areas	$4,200	2031	9	499	1014	1543	2089	2651	3230	3826	4440	5072	5724	**6395**	821	1667	2539	3436
- Repaint line marking	$600	2027	10	106	215	328	443	563	685	**812**	95	193	294	398	505	616	729	846
EXTERNAL WORKS																		
- Maintain common pipework 3% of total	$5,400	2026	6	1097	2226	3389	4588	5822	**7093**	1309	2658	4047	5478	6951	**8469**	1563	3173	4832
- Ongoing repair/replacement of tiled walkways & stairwells	$22,200	2021	2	**25153**	13145	**26684**	13945	**28309**	14795	**30034**	15696	**31863**	16652	**33803**	17666	**35862**	18742	**38046**
FENCING																		
- Replace powder coated baluster fencing commencing in 10 years - 25% of total	$20,000	2030	5	2579	5235	7972	10790	13693	16682	19762	22934	26201	**29566**	6456	13105	19954	27009	**34275**
- Repaint boundary wall/fence	$22,500	2027	10	3972	8064	12279	16619	21090	25696	**30439**	3568	7244	11029	14929	18945	23081	27342	31731
- Replace pedestrian gates - 20% of total	$7,600	2030	3	980	1989	3029	4100	5203	6339	7509	8715	9956	**11235**	3972	8063	**12277**	4340	8811
- Provision to repair retaining walls	$5,000	2028	5	783	1590	2422	3278	4160	5068	6003	**6967**	1521	3088	4702	6365	**8077**	1764	3580
- Maintain masonry fencing	$5,000	2028	8	783	1590	2422	3278	4160	5068	6003	**6967**	992	2015	3067	4152	5269	6419	7604
FURNITURE & FITTINGS																		
- Maintain signage	$800	2024	4	237	480	731	**990**	267	541	824	**1115**	300	609	927	**1255**	338	685	1043
- Provision to replace mail boxes	$2,530	2021	2	**2866**	1498	**3041**	1589	**3226**	1686	**3423**	1789	**3631**	1898	**3852**	2013	**4087**	2136	**4336**

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Install/Replace sensors/exits/emergency lighting 50% of	$7,000	2025	5	1681	3413	5197	7034	**8926**	1949	3957	6024	8154	**10348**	2260	4587	6984	9453	**11996**
- Ongoing partial replacement of exterior lighting	$4,785	2026	6	972	1972	3003	4065	5159	**6285**	1160	2355	3586	4853	6159	**7504**	1385	2812	4281
- Provision to upgrade intercom systems & associated equipment	$14,500	2027	15	2560	5197	7913	10710	13591	16559	**19616**	1643	3336	5079	6874	8724	10629	12591	14612
- Provision to replace door closers	$792	2027	7	140	284	432	585	742	904	**1071**	172	349	532	720	913	1113	**1318**	211
LANDSCAPING																		
- Landscaping refurbishment allowance	$5,000	2022	2	2874	**5835**	3049	**6190**	3235	**6567**	3432	**6967**	3641	**7392**	3863	**7842**	4098	**8319**	4347
- Provision to remove/trim trees/roots	$2,500	2023	5	972	1974	**3005**	656	1332	2028	2745	**3484**	761	1544	2351	3182	**4038**	882	1790
- Irrigation repair/upgrades	$3,000	2023	3	1167	2368	**3606**	1275	2588	**3940**	1393	2828	**4306**	1522	3090	**4705**	1663	3376	**5141**
TOILET																		
- Repaint toilets/washroom	$4,000	2027	10	706	1434	2183	2954	3749	4568	**5411**	634	1288	1960	2653	3367	4103	4860	5640
- Provision to maintain floor tiles 10% of total	$1,050	2026	7	213	433	659	892	1132	**1379**	221	449	684	926	1175	1432	**1696**	272	552
- Provision to replace toilet doors	$1,287	2029	9	182	369	562	761	965	1176	1393	1617	**1847**	237	481	733	992	1259	1534
- Provision to replace toilet and basin	$1,881	2028	5	295	598	911	1233	1565	1907	2258	**2621**	572	1162	1769	2395	**3039**	664	1347
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reels	$1,350	2029	9	191	387	590	798	1013	1234	1462	1696	**1938**	249	505	769	1041	1321	1610
- Provision to replace portable fire extinguishers	$840	2025	5	202	410	624	844	**1071**	234	475	723	979	**1242**	271	551	838	1135	**1440**
LOBBIES																		
- Repaint walls	$11,200	2027	10	1977	4014	6112	8273	10498	12791	**15152**	1776	3606	5490	7431	9430	11490	13611	15795
- Repaint ceiling	$2,800	2027	10	494	1004	1528	2068	2625	3198	**3788**	444	901	1372	1858	2357	2872	3402	3948
- Replace carpet	$12,000	2026	12	2437	4946	7531	10194	12936	**15761**	1583	3214	4894	6624	8406	10242	12132	14080	16085
- Repaint door face	$1,800	2027	10	318	645	982	1329	1687	2056	**2435**	285	579	882	1194	1515	1846	2187	2538
- Maintain floor tiles 10% of total	$1,050	2027	9	185	376	573	776	985	1200	**1421**	182	370	564	763	969	1180	1398	1623

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
ROOF																		
- Replace skylights	$9,000	2027	5	1589	3226	4912	6648	8436	10279	**12176**	2659	5397	8218	11123	**14115**	3082	6257	9526
- Provision to replace guttering commencing in 15 years	$45,000	2035	5	4146	8417	12816	17347	22014	26821	31772	36871	42124	47534	53107	58846	64758	70847	**77119**
- Provision to replace metal roof commencing in 20 years partial accrual	$187,200	2035	5	17249	35016	53316	72164	91579	111575	132172	153386	175237	197743	220925	244802	269395	294726	**320817**
- Replace polycarbonate roofing	$4,400	2040	35	325	660	1005	1361	1727	2104	2493	2893	3305	3729	4166	4617	5081	5558	6050
- Provision to replace down pipes commencing in 15 years	$34,125	2035	5	3144	6383	9719	13155	16694	20339	24094	27961	31944	36047	40273	44625	49108	53726	**58482**
- Provision for periodic roof repairs	$140,000	2021	0	**158620**	**163379**													
STAIRWELL																		
- Repaint walls	$6,000	2027	10	1059	2150	3274	4432	5624	6852	**8117**	952	1932	2941	3981	5052	6155	7291	8461
- Repaint ceiling	$2,400	2027	10	424	860	1310	1773	2250	2741	**3247**	381	773	1176	1592	2021	2462	2916	3384
- Maintain floor tiles 10% of total	$1,400	2027	7	247	502	764	1034	1312	1599	**1894**	304	617	939	1272	1614	1966	**2329**	374
- Replace carpet	$12,000	2026	12	2437	4946	7531	10194	12936	**15761**	1583	3214	4894	6624	8406	10242	12132	14080	16085
SWIMMING POOL																		
- Replace pool pump	$1,250	2024	4	370	751	1144	**1548**	416	845	1287	**1742**	468	951	1448	**1960**	527	1070	1629
- Replace water chlorinator	$2,760	2024	4	817	1658	2525	**3417**	919	1866	2841	**3846**	1035	2101	3198	**4329**	1165	2364	3599
- Replace pool filter	$1,350	2026	6	274	556	847	1147	1455	**1773**	327	664	1012	1369	1738	**2117**	391	793	1208
- Provision to refurbish pool surface	$27,600	2032	30	3050	6192	9427	12760	16193	19729	23371	27122	30985	34965	39064	**43286**	2208	4483	6826
- Provision to replace pool fence	$7,500	2040	35	555	1126	1714	2320	2944	3587	4249	4931	5633	6357	7102	7870	8660	9475	10313
- Provision to replace pool furniture	$1,250	2022	2	719	**1459**	763	**1548**	809	**1642**	858	**1742**	910	**1848**	966	**1960**	1025	**2080**	1087
- Provision to replace pool sail/pergola/shade structures	$5,800	2026	4	1178	2391	3640	4927	6253	**7618**	2049	4160	6335	**8574**	2307	4682	7130	**9650**	2596
- Install pool/spa heater	$12,000	2025	15	2882	5851	8909	12058	**15302**	1282	2602	3962	5363	6805	8291	9822	11398	13022	14694
- Maintain pool concourse 10% of total	$1,320	2023	5	513	1042	**1587**	346	703	1071	1449	**1839**	402	815	1241	1680	**2132**	465	945
- Replace pool cleaning equipment	$2,200	2023	6	855	1736	**2644**	488	991	1509	2043	2592	**3158**	583	1183	1801	2438	3094	**3770**
RECREATION AREA																		
- Provision to repaint recreation area ceiling/walls	$6,440	2025	10	1547	3140	4781	6471	**8212**	963	1954	2976	4028	5111	6228	7377	8561	9781	**11037**

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
- Upgrade sinks and basins	$1,200	2032	20	133	269	410	555	704	858	1016	1179	1347	1520	1698	**1882**	126	257	391
- Replace exhaust fans	$1,300	2026	10	264	536	816	1104	1401	**1707**	200	406	619	837	1062	1294	1533	1779	2033
- Replace indoor/outdoor furniture	$1,500	2022	2	862	**1750**	915	**1857**	970	**1970**	1030	**2090**	1092	**2217**	1159	**2353**	1230	**2496**	1304
- Replace lights/fans/equipment recreation area	$500	2024	8	148	300	457	**619**	88	179	273	369	468	570	676	**784**	112	227	345
- Provision for BBQ replacement	$2,500	2028	4	392	795	1211	1639	2080	2534	3002	**3484**	937	1903	2897	**3921**	1055	2141	3260
- Maintain floor tiles 10% of total	$1,400	2028	8	219	445	678	918	1165	1419	1681	**1951**	278	564	859	1163	1475	1797	2129
- Replace fountain	$3,000	2029	20	424	860	1310	1773	2250	2742	3248	3769	**4306**	289	588	895	1211	1537	1872
TOTAL ACCRUALS				**246097**	**479129**	**700884**	**963198**	**1178539**	**1358946**	**388528**	**589923**	**793733**	**943982**	**1179634**	**1361374**	**1515262**	**1758676**	**1477316**

*** Bold blue items listed above are expense items that occur in that year.**

REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the maintenance, repair, renewal or replacement of the items of a non-routine nature that have been identified in this report. However as there is no definitive scope of works for maintenance, repair, renewal or replacement of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The installation date, present condition and estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. This information is then communicated in the report by way of nominated total life cycle in comparison with expected remaining life. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report wherever possible. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, estimate the quantities of same, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of the repairs and replacements identified for restorative purposes only. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific condition of specialist items and equipment such as gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the Common Property plant and equipment where specialised knowledge or equipment is required to carry out the inspection, particularly in respect of its' operation.
- Part or parts of the retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.





3314


EXIT








THE QUAYS CTS 33893 - RFQ SUMMARY AND RECOMMENDATION					
For:	**Body Corporate Administration Services**				
Date:	**6th September 2021**				
Prepared By:	**Darren McLean**				
Committee Recommended Company:	**Value Strata**				
Company Name	**Archers**	**Ernst**	**Value Strata**	**Vision Strata**	
Office Location	Southport	Surfers Paradise	Upper Coomera	Mermaid Beach	
Years In Business		40+ Years	3 Years	4 years	
Nominated BCM Person	Kim Cullen	Rikki Slughter	Mike Murray	Karen Thompson	
Role in Company	Partner	Snr Community Manager	Principal	Principal	
Years Experience	18 Years	8 Years	18 Years	22 Years	
Base Services	As per RFQ	As per RFQ	As per RFQ	As per RFQ	
Base Services Fee (Ex GST)	$110 per lot	$120 per lot	$95 per lot	$135 per lot	
Disbursements Fee (Ex GST)	$60 per lot	$70 per lot	$75 per lot	$93 per lot	
Additional Services and Fees	Internet security & digital infrastructure $17.50 per lot; archive fee $6,70 per lot; BAS $200 per quarter; audit assist $200	As shown on proposal	As shown on proposal	Please refer page 6 of pro forma agreement - there seems to be a lot of additional fees listed	
Professional Indemnity Cover		$10m	$1m per event / $2m per yr	$2m	
Software System	Stratavote	Stratamax	Urbanise Strata	Stratamax	
Experience with Layered Schemes		Have designed, established an dadminstered a "considerable number" of layered schemes - 8 listed currently under management	Manages a 762 lot subisdiary scheme of Riverstone Crossing (managed a 20% reduction in levies after initial year)	Currently BCM for the Vistas	
Other Considerations	Reference projects - Salacia Waters and Jewel	Was the original body corporate consultant for Nifsan during the development of Emerald Lakes.	Nil commission on insurance services		

The Owners Choice
VALUE Strata Management

PO Box 501, Coomera City Centre
Upper Coomera Q 4209
07 3185 3144
enquiry@valuestrata.com.au
valuestrata.com.au

Through the Secretary
The Body Corporate for Emerald Lakes – The Quays
Attn: Committee C/- Jock Alexander
By email: jock.alexander@gmail.com

28 August 2021

Dear Committee

It is with pleasure I write to introduce Value Strata Management (VSM) to Emerald Lakes – The Quays and herein outline the benefits we offer. I have recently been approached by Mr Jock Alexander to provide a tender and thank him for this opportunity to be considered.

After some 22 years' experience in strata management, I founded VSM in 2018 specifically to provide **VALUE** back to unit owners, to arrest escalating costs and return control back to owners and away from vested interest.

However, beyond just cost savings, we excel at guiding committees through difficult, sometimes hostile, situations to avoid disputes that can so easily arise. Recognising that all committee members are volunteers acting in good faith to represent the best interests of their constituent owners, our guidance is underpinned by knowledge gained through direct involvement at the highest levels within the Qld strata industry.

For example, as founding principal, I also bring with VSM the following associations and advocacy.

- Long term member of the executive committee of the U.O.A.Q. (Unit Owners Assoc of Qld) EST 1978
- Quarterly meetings with BCCM Commissioner, Michelle Scott, via our U.O.A.Q. briefings.
- Member of Q.B.C.C. Stakeholder's Advisory Group which meets quarterly.
- Member of the current Community Titles Legislation Working Group (CTLWG) within Dept of Justice. In this capacity, as a CTLWG member, I am sole representative of over one million Qld strata owners.

Value Strata Management is fundamentally different from other strata administration providers.

We are not established with a commercial imperative but quite the opposite. We seek to demonstrate firsthand the efficiencies to be gained through the application of contemporary technology and processes. The saving flow directly back to owners via reduced administrative expense. In the first year of engagement, our fees are typically 20%-50% those of an incumbent.

Owners realise further savings via Nil ($0) commission on insurance services as opposed to industry standard practice of 20%. This represents a likely further $10,000 saving that owners are rarely aware is charged.

We proudly claim no lavish boardroom facilities or CBD office for committee meetings because these too are typically demonstrations of largesse by the corporates, but ultimately paid for by owners who rarely benefit.

Our experience is that clients prefer personalised service, direct and prompt communications, and accurate timely advice.

Should our objective of disrupting the traditional body corporate management business model succeed our commercial sustainability will be secured through similar economies of scale.

Our aim is to provide twice the service at half the cost to be four times better. A win/win scenario for all.

Our current schemes under management range in size from 27 lots to 762 lots.

Being an ardent believer in the age-old adage of 'He who pays the piper calls the tune', it was gratifying to have recently been reappointed by owners (those paying the piper) calling their tune for a scheme won from a large corporate practice by only 1 vote (48-47) in 2020. Contesting re-appointment against 2 corporates in 2021, VSM were re-appointed (167-37-34) to represent an almost 5-1 endorsement.

Above all, we strive to provide a harmonious living environment for all residents in the most efficient manner.

Lastly, I am led to believe your current BCM has previously operated on the Strataware platform. Strataware operates on the same backend data as our fully cloud based Urbanise Strata platform. Therefore, should the committee require an EGM to be held for the appointment of a Body Corporate Manager, we would offer to facilitate the same for submitting our tender along with others at nil cost if appointed and at minimal cost with electronic voting if not appointed.

Should the Committee wish to make contact to discuss any of the matters raised in this correspondence I welcome such opportunity via phone or email contact or, as I prefer, a face-to-face meeting at your convenience if that also suits your needs.

Yours faithfully

Michael J Murray (Principal)
[M.Sc.(Comp. Sc); Grad. Dip. Comp. Ed.; B.Ed.(Tech)]

EMERALD LAKES - THE QUAYS - CTS 33891

This Agreement is made this ___________ day of ________________________ 2021.

BETWEEN

The Body Corporate for EMERALD LAKES - THE QUAYS - CTS 33891.

AND

VALUE STRATA MANAGEMENT under ABN 88 529 875 771 (herein after called "the Manager")

REFERENCE SCHEDULE:

1. **TERM** ☐ One year ☐ Two years ☐ Three years

Commencing on the 1st day of October 2021 and ending on the 30th day of September 2022.
(Note: A 3-year term suspends application of cost indexation as outlined in item 9)

2. FEE FOR AGREED SERVICES as listed in item 4
$95.00 ex GST per lot per annum with disbursements and outlays fixed at **$75** ex GST per lot per annum.

3. ADDITIONAL FEES (if applicable)

Preparation of Information for Audit of Records	$200
BAS processing (if registered for GST)	$200/Qtr
Preparation of information for Tax Return	$5/lot
Independent Auditor Fee	As Quoted / Audit
EGM / VOC	$150.00 / Hour
Extra Committee meeting	$150.00 / Hour
Preparation of Application to Commissioner	$150.00 / Hour
Assignment of Management Rights	$200 / Hour
Debt Collection (Paid by Body Corp, recovered from Lot per s97(1)(c) and ruling court decisions)	
(a) VSM reminder Letter AR1 (after 14 Days)	$20.00
(b) VSM reminder Letter AR2 (after 21 Days)	$40.00
(c) VSM Final reminder Letter AR3 (after 30 Days)	$60.00
(d) VSM Letter of Demand (after 90 Days)	$150.00
Debt Collection arranged through legal practice or agency.	As Quoted
All other items	
Service Component	Hourly rate
Outlays	At cost + 20%
Archive Storage Fee	No Charge
Archive retrieval	No Charge
Archive retrieval urgent	$20.00/box
Document destruction – 7 Years	No Charge
Daily Scan & Store all new Documents	No Charge

- *(Note: A Fair Use, No Abuse policy applies to all 'No Charge' items to provide same per standard condition 17)*

4. AGREED SERVICES

The agreed services are as follows:

Secretarial

1. Convene and attend the Annual General Meeting (Monday to Friday only, including after hours at no extra cost) up to the number of hours: **3**
2. Call nominations for the position of executive and ordinary members of the Committee.
3. Prepare and distribute the notice of annual general meeting and ancillary documentation to **30** pages per notice.
4. Record and distribute minutes of annual general meeting.
5. Prepare and distribute notices for committee meetings based upon the number of meetings of **4**
6. Attend Committee Meetings based upon the following number of meetings (Monday to Friday only, including after hours at no extra cost) up to the number of meetings: **4** and up to the following number of hours per meeting: **2**
7. Record and distribute the minutes of committee meetings based upon the following number of meetings: **4**
8. Prepare interim financial statements for each committee meeting
9. Arrange for the appointment of a returning officer where required
10. Respond to communications and correspondence as instructed

Financial

1. Take clear directions from one or more persons from the Committee who authorise payments to be made.
2. Prepare a statement of accounts for each financial year.
3. Prepare a draft budget for each financial year.
4. Issue notices to lot owners for payment of contributions.
5. Receipt and bank levies from lot settlements.
6. Process and pay accounts.
7. Prepare financial records and statements as required by the Regulations for the Module stated in Item 11.
8. Prepare monthly reconciliation statement, monthly cheque summaries and cash book payments.
9. Lodge and Process insurance claims lodged with Value Strata preferred broker.

5. ADDITIONAL DISBURSEMENTS (if applicable)

The Additional Disbursements hereunder are applicable regardless of whether the Body Corporate pays for Disbursement of a Flat Rate per Lot basis or a Cost per item basis. These Additional Disbursements are changed on a User Pays basis.

Telephone – Local Calls	No Charge
Telephone – Mobile / Long Distance / International	No Charge
Facsimile - Outgoing + Incoming	$1.00/page
Copy/Print(A4) (A3) [$colour x 2]	($0.40) ($0.80) / page
Envelopes Other	$0.40 Each
Postage Other	at Cost +20%
Initial set up fee	$3.00/lot
Close Building and hand over of records	$3.00/lot
Urbanise Strata – Platform License (incl. E-voting and portal)	At cost ($15-$20/lot)
Quote Requests / Work Orders and Follow Up	$40.00

- *(Note: A Fair Use, No Abuse policy applies to all 'No Charge' items to provide same per standard condition 17)*

6. ADDITIONAL SERVICES - FREE OF CHARGE

1. Community website hosting – Including Owners discussion forum; Notice Board; Full online records access.
2. Complimentary Committee training meeting upon engagement (2 Hours)
3. Electronic Notice/Minute distribution
4. Electronic Voting* (Strata Vote – approved for Qld)
5. Committee invoice approvals via mobile app for instant committee member authorisations.
6. Regulatory and Contractual compliance audit to identify potential savings.
7. Tele/Video conference call attendance provided for committee and general meetings.
8. Guidance and focus on dispute avoidance to mitigate against dispute resolution ever being required.

7. ADDITIONAL SERVICES (if applicable)

1. Any Agreed Services required to be undertaken outside of normal business hours
2. Preparation of notice of meetings, distribution of minutes and attendance at meetings in excess of those stated as an Agreed Service
3. Any reasonable and lawful request by the Body Corporate which is not stated as an Agreed Service
4. Prepare and distribute other levy notices (e.g. utility on-charging notices, special levies)
5. Advice provided to individual lot owners

Copy/Print(A4) (A3) [$colour x 2]	($0.30) ($0.60)/page
Labels (20 per sheet)	$2.20 Per sheet
Cheques/Remittance	$1.20 Each
EFTs & Remittance	$1.00 Each
Levy Notices	$1.00 Each
Postage	at Cost + 20%
Emails	No Charge

- *(Note: A Fair Use, No Abuse policy applies to all 'No Charge' items to provide same per standard condition 17)*

8. HOURLY RATE (or part thereof) **FOR ADDITIONAL SERVICES** (if applicable)

Senior Body Corporate Manager	$150.00 / Hr
Accountant	$100.00 / Hr
Secretarial Staff	$60.00 / Hr
Administrative Staff	$50.00 / Hr
Plus applicable Disbursements	

9. PERCENTAGE INCREASE

Increase at the end of each year of engagement, based on the greater of CPI or 3%.

10. DISCLOSURE OF ASSOCIATES AND COMMISSIONS

Providers that are associates of the Manager and the nature of the relationship.
NAME: Strata Insurance Solutions and other insurance brokers from time to time.
RELATIONSHIP: NIL
COMMISSION: 0% - NIL

- *Between 10% and 20% commission typically paid by an insurer will be allocated to the body corporate to reduce premium by that amount.*

Industry Associations:
Value Strata Management are a member of the Unit Owners Association of Queensland (UOAQ).
Value Strata support UOAQ and encourage all schemes to realise the benefits of UOAQ building membership.

11. SPECIAL CONDITIONS: N/A

12. RELEVANT MODULE

☐ STANDARD ☐ COMMERCIAL ☐ ACCOMMODATION ☐ SMALL SCHEME

THE COMMON SEAL of the Body Corporate for EMERALD LAKES - THE QUAYS - CTS 33891 was affixed pursuant to an ordinary resolution of the Body Corporate in the presence of:

EXECUTED by TWO MEMBERS OF THE BODY CORPORATE COMMITTEE

________________	________________	________________	________
(Designation)	(Name)	(Signature)	(Date)

________________	________________	________________	________
(Designation)	(Name)	(Signature)	(Date)

EXECUTED by VALUE STRATA MANAGEMENT (ABN 98 757 783 248)

________________	________________	________________	________
(Designation)	(Name)	(Signature)	(Date)

STANDARD CONDITIONS

1. INTRODUCTION

In this Agreement, terms in bold in the reference schedule have the meanings shown opposite them.

Unless the context otherwise permits –

"Act" means the Body Corporate and Community Management Act (Qld) 1997;

"Additional Services" means those services stated in Item of the Reference Schedule;

"Authorised Powers" means those powers of the executive committee members of the Body Corporate that are capable of exercise by a body corporate manager under the Act unless otherwise amended or excluded under the Special Conditions to this Agreement.

"Committee" means the committee chosen by the Body Corporate pursuant to the Act;

"CPI" means the Consumer Price Index (All Groups) for Brisbane as published by the Australian Bureau of Statistics;

"Disbursements" means the disbursements listed in Item 5 of the Reference Schedule;

"Module" means the regulation module of the Act applying to the scheme from time to time, which at the commencement of this agreement is the module referred to in Item 12 of the Reference Schedule;

"Privacy Act" means the Privacy Act 1988 (Cth);

"Reference Schedule" means the reference schedule annexed to this Agreement;

"Review Date" means each anniversary of the commencement date of this Agreement;

"Scheme" means the community title scheme for which the Body Corporate is the body corporate.

"Special Conditions" means the special conditions noted in Item 11 of the Reference Schedule;

"Standard Conditions" means the standard conditions applying to this Agreement;

"Term" means the term set out in Item 1 of the Reference Schedule;

A reference to an Item is a reference to the applicable item in the Reference Schedule.

This Agreement comprises the:

(1) Standard Conditions;
(2) Special Conditions (if any) and
(3) Reference Schedule.

Where there is any inconsistency between any Special Conditions to this Agreement and the Standard Conditions, the Special Conditions prevails.

2. ENGAGEMENT OF MANAGER

1. This agreement is an engagement of the Manager as the Strata Manager for the Body Corporate.
2. The Manager is engaged by the Body Corporate (as an independent contractor) to supply, including through the exercise of authorised powers, administrative services to the Body Corporate.

3. TERM OF ENGAGEMENT

1. This engagement is for the Term as set out in Item 1 of the Reference Schedule

4. FUNCTIONS OF THE MANAGER

1. The Manager must supply the Agreed Services stated in Item 4 to the Body Corporate in accordance with the terms of this Agreement.
2. The Manager may supply the Additional Services to the Body Corporate at the Body Corporate's request.
3. The Body Corporate must pay the Additional Fees for the provision of the Additional Services.
4. During the Term, the Manager shall have the custody of the common seal of the Body Corporate.
5. The manager has authority to sign notices on behalf of the secretary of the Body Corporate and by-law contravention notices and information certificates on behalf of the Body Corporate.

5. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER?

1. The Body Corporate authorises the Manager to exercise the Authorised Powers.
2. The Manager shall only exercise the Authorised Powers to facilitate the performance of the Agreed Services or any Additional Services.
3. The Manager is not under any obligation to exercise the Authorised Powers except to the extent necessary to facilitate the performance of the Agreed Services or any Additional Services.
4. Without limiting clause 5.2, the Manager is specifically authorised to administer funds controlled by the Body Corporate.
5. The authorisation given by the Body Corporate to the Manager to exercise the Authorised Powers under this clause 5 does not:
   (1) Make the manager responsible for exercising the statutory functions of the Body Corporate or the Committee.
   (2) Relieve the Body Corporate or the Committee of their statutory functions.
6. The Body Corporate specifically authorises the Manager to:
   (1) obtain quotations for insurances required to be affected by the Body Corporate under the Act or the Module;
   (2) effect, on behalf of the Body Corporate such insurances as the Body Corporate directs the Manager to obtain;
   (3) pay insurance premiums from the Body Corporate's funds; and
   (4) submit insurance claims to the Body Corporate's insurers which the Body Corporate acknowledges forms part of the Additional Services.

The Body Corporate agrees and acknowledges that the Manager, in performing the service under clause 5.6, is not providing advice, nor is the Manager obliged to provide advice as to what insurance policy or policies the Body Corporate ought effect and the Body Corporate agrees and acknowledges it does not rely on the Manager (nor is it reasonable to rely on the Manager) to advise in respect of which insurances may be suitable for the Body Corporate and/or the extent, nature, level or appropriateness of any insurance policy effected from time to time by the Body Corporate.

6. HOW IS THE MANAGER TO BE PAID?

6.1 The Body Corporate must pay the Manager:

   (1) for the performance of the Agreed Services payable at the end of each month or as otherwise agreed between the parties; and
   (2) for Disbursements associated with the provision of the Agreed services or the Additional Services – (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties.

6.2 The Manager may –

   (1) Charge the Body Corporate for Disbursements at the rates stated in the Agreed Services and Additional Services (which may include a margin above cost to the Manager);
   (2) Keep fees received by it for:
      a) Information which the manager must supply about the Body Corporate under the Act or the Module (e.g. an information certificate under section 205 of the Act);
      b) services supplied at the request of lot owners (e.g. information required to prepare a disclosure statement under section 206 of the Act); and
   (3) retain commissions paid to it by the providers of the services to the Body Corporate as disclosed in Item 10 of the Reference Schedule.
   (4) The Body Corporate must pay fees for Agreed Services, the Additional Fees and the Disbursements by EFT or direct debit (at the election of the Manager) to the Manager's nominated account, or otherwise as directed by the Manager from time to time.

6.3 The Body Corporate agrees that the fees and charges payable for the Agreed Services, Disbursements may be increased by the Manager on 1 July each year following commencement of this Agreement and the Body Corporate must pay the increased fees and charges by the Manager at the reviewed rate from time to time.

7. HOW DOES THE BODY CORPORATE GIVE INSTRUCTIONS TO THE MANAGER?

7.1 The Body Corporate must nominate in writing a person who must be a voting committee member to communicate with the Manager on behalf of the Body Corporate (the Nominee). In the event that no person is nominated by the Committee, the secretary is taken to be the Nominee.

7.2 The Body Corporate may replace the Nominee by written notice to the Manager.

8. DISCLOSURE OF ASSOCIATES

If the Body Corporate considers and/or proposes to enter into a contract for the supply of goods and /or services from a provider and that provider is an associate of the Manager, then the Manager must disclose the relationship to the Body Corporate: the Manager being the manager for the Scheme

9. BODY CORPORATE WARRANTY

9.1 The Body Corporate warrants it has validly passed any necessary resolutions required to enable it to execute the agreement if a) the Manager is aware of the proposed contract then before the contract is entered, or
b) in the shortest practicable time after becoming aware that the contract is being and/or has been entered.

9.2 The Manager discloses that at the commencement of this Agreement it is (or may reasonably expect to be), associated with the providers of goods and services stated in Item 10 and that shall be sufficient disclosure of these relationships for the purposes of clause 8.1 and the disclosure requirements of the Module.

9.3 Where the Manager has an arrangement with the provider of goods and/or services, and the Manager is entitled to receive a commission if the Body Corporate enters into a contract with that provider, then:

(1) the details (including the commission, payment or other benefit) of any existing arrangement between the Manager and the provider as at the commencement of this Agreement are disclosed in Item 10 and the Body Corporate acknowledges such disclosure satisfies the disclosure requirements in the Module; or

(2) for a new arrangement entered into after the commencement of this Agreement - the Manager must disclose to the Body Corporate the details of that arrangement before accepting any commission from the provider.

9.4 With the exception of any arrangement disclosed by the Manager as described in clause 9.3, the Manager must not, without the prior consent of the Body Corporate receive any commission from any contractor or supplier because the Body Corporate entered into an agreement with the contractor or supplier.

10. RELEASE & INDEMNITY BY THE BODY CORPORATE

10.1 The Body Corporate:

(1) Releases, and forever holds harmless the Manager (to the extent permitted by law) from any damages, losses, liabilities, costs, expenses and/or claims; and

(2) Indemnifies and keeps indemnified the Manager against any damages, losses, liabilities, costs, expenses or claims incurred by the Manager (including the Manager being made party to any litigation commenced by or against the Body Corporate) arising out of or in connection with:

(3) The exercise or performance of the Manager's rights and obligations under this Agreement; the relationship between the Manager and the Body Corporate; or

10.2 enter into this Agreement with the Manager or give any authorisation to the Manager under it.

11. TRANSFER OR EXTENSION OF THIS AGREEMENT

11.1 This Agreement may be transferred by the Manager only in accordance with the Act.

11.2 At the expiry date the agreement will be extended by 1 year if it is not terminated by the body corporate at a general meeting.

12. TERMINATION OF THIS AGREEMENT

12.1 Either party may terminate this agreement in accordance with the Act and/or the Module.

12.2 The Manager may terminate this Agreement at any time and for any reason by giving 60 days written notice to the Body Corporate.

12.3 If the Body Corporate fails to pay the Manager any amount owing to it under this agreement and the failure continues for a period of 14 days after notice of the failure is given to the Body Corporate by the Manager, then:
The Manager may terminate this agreement by giving 30 days written notice to the Body Corporate; and
The Body Corporate will reimburse the Manager for the Manager's costs of recovering that amount from the Body Corporate, including any legal costs on an indemnity basis.

13. BODY CORPORATE RECORDS

13.1 On expiry or earlier termination of this Agreement, the Manager must deliver to the Body Corporate its seal and the records and other documents in accordance with the Act and the Module.

13.2 The Manager acknowledges that it does not have a lien over the seal and the records and other documents of the Body Corporate.

13.3 Without any obligation to do so on the part of the Manager, the Body Corporate authorises the Manager to hold any document of the Body Corporate in photographic or electronic image form

14. GOODS AND SERVICES TAX

14.1 For the purposes of this clause, a goods and services tax ("GST") means any tax imposed by any government or regulatory authority which is a tax on goods and services, a tax on consumption, a value- added tax or any similar impost. Unless GST is expressly included, any fee or consideration expressed to be payable by the Body Corporate under any part of this Agreement does not include any GST that may be payable on the supply for which the fee or consideration is paid.

14.2 The Body Corporate must pay to the Manager, in addition to any fee or consideration payable for the Agreed Services, Additional Services or Disbursements, any additional amount of GST payable on the supply of those services.

14.3 The Body Corporate and the Manager agree to do all things, including providing tax invoices and other documentation, necessary or desirable to assist the other in claiming any input tax credit, adjustment or refund for any GST payable under this Agreement.

15 MISCELLANEOUS

15.1 Any notice required to be given or served by either party to this Agreement shall be given or served in the same manner as is provided for in the Property Law Act (Qld) 1974.

15.2 If anything in this Agreement is unenforceable, illegal, or void then it is severed, and the rest of this Agreement remains in force unless the basic purposes of this Agreement would be defeated by severance of the offending provision. This Agreement shall be governed and construed with reference to the laws in force in the state of Queensland.

16 PRIVACY ACT

16.1 If the Manager holds Personal Information under this Agreement, the Manager must, subject to the Act, comply with Australian Privacy Principle 11 set out in Schedule 1 of the Privacy Act. For the purposes of this clause, "Personal Information" has the same meaning as in the Privacy Act.

17 FREE OF CHARGE / NO COST SERVICES & DISBURSEMENTS

17.1 All 'Free of Charge' or 'No Cost' goods or services outlined in the Reference Schedule are provided in good faith in order to assist the Body Corporate and its Committee as is reasonable.

17.2 All 'Free of Charge' or 'No Cost' goods or services outlined in the Reference Schedule are provided on a 'Fair Use and No Abuse' basis.

17.3 The Manager will provide these goods and services as undertaken but reserves the right to withdraw any such provision upon 14 days written notice to the Body Corporate.

17.4 The purpose of this offering is to enable the Manager to reasonably demonstrate an underlying objective to provide VALUE to owners through a simplified, transparent, and fully inclusive agreement.

************ END OF STANDARD CONDITIONS ************

Vision Strata Services

(ABN 96619313610)
PO Box 42, Mermaid Beach Qld 4218
info@visionstrata.com.au
07 5630 6546

Proposal for Strata Management

Emerald Lakes-The Quays CTS 33891

Coming together is a beginning.....

Working together is progress.....

Staying together is success.

Vision Strata Services

(ABN 96619313610)
PO Box 42, Mermaid Beach Qld 4218
info@visionstrata.com.au
07 5630 6546

Why Vision Strata Management?

Living in a strata titled community brings with it many pleasures.

It also brings with it a need to comply with a complex Legislation.

Vision Strata Services will assist you with navigating the requirements of the *Body Corporate and Community Management Act 1977* (BCCM) and associated Regulations while nurturing a harmonious environment for all residents.

The *Body Corporate and Community Management Act 1997* is complex, with stringent legal and financial requirements. Our commitment is to assist all members of the body corporate to navigate the rules and regulations imposed by this Legislation and to give you peace of mind with your home or investment.

Our Vision is to create a harmonious environment for all.

What we offer	Over 22 years experience with Queensland bodies corporate.
	Your body corporate will be looked after by our Senior Manager.
	All members of our team bring with them vast experience in their fields of expertise.
	All staff members are vaccinated for Covid-19.
	Our commitment for ongoing training ensures all staff continue to be up to date with the latest changes in Regulations and views of the BCCM.
	Our team is experienced with managing an extensive portfolio of resorts, residential and commercial properties. Principle schemes, subsidiary Schemes and schemes governed by Building Management Statements.
	Your calls will never go unanswered.
	Our collaboration with industry experts ensures you always have the best in the field to provide you with assistance.
	No work is carried out by third party off shore entities. This is something many of our competitors are doing and not disclosing.
	Our work environment ensures that there is no disruption to services during Covid lock down periods. This is something our competitors can struggle with during these difficult times.

Vision Strata Services

(ABN 96619313610)
PO Box 42, Mermaid Beach Qld 4218
info@visionstrata.com.au
07 5630 6546

Terms

Our annual fee for performing the duties listed in the attached pro forma Administration Agreement would be **$135.00** + GST per lot per annum, for communications and outlays $93.00 +GST per lot per annum. You will find that there will be very little additional charges with Vision Strata, our fixed fee costs will cover all regular management and documentation for your scheme. Additional fees are only incurred for services outside our fixed fee agreement and all additional fees are advised before proceeding with instructed work.

Engagement

As you already know, the engagement of a body corporate manager can only be approved by general meeting resolution. The appropriate motions for our engagement are attached.

The attached motion and a copy of the Administration Agreement must be issued to all owners with the Notice of General Meeting.

We understand that you may want to appoint the services of a Strata Consultant on a month by month basis, in this regard our fees will remain the same, paid monthly in advance.

Credentials

With over 22 years experience we have managed a portfolio that ranges in size from 4 lot schemes to 300 lot schemes, high rise buildings, commercial schemes and multi-staged and integrated developments.

Please do not hesitate to let me know if you would like contact details for any of our clients. As well, you may care to visit our website at www.visionstrata.com.au where additional information about our firm can be viewed.

Vision Strata is a corporate member of Strata Community Association Queensland, all staff attend regular training seminars. Our Principal Senior Strata Manager is a member of the SCA Education committee providing training to the industry throughout Queensland.

Summary

Some reasons why your body corporate would benefit from engaging ***Vision Strata Services*** include:.

- All our clients are free to choose their preferred contractors, insurance company, and the like.
- We do not charge travel expenses for attending meetings.
- All telephone calls are returned on the same day or, if not possible, no later than the next working day.
- Minutes of all meetings are drafted for approval within 4 working days.
- All incoming correspondence from owners and outside parties is acknowledged. A copy of every non-routine mail article received is then sent to the designated Committee member for attention.
- Where additional fees or disbursements do need to be passed on, the designated Committee member is advised prior to fees being incurred.

It would be a privilege to undertake the body corporate’s administrative functions for your scheme, so please do not hesitate to contact me if you would like any further information.

Vision Strata Services

(ABN 96619313610)
PO Box 42, Mermaid Beach Qld 4218
info@visionstrata.com.au
07 5630 6546

Secretarial & Administrative Services

- Maintain the roll, registers and minutes of the body corporate.
- Assist the Committee to convene and attend four (4) Committee meetings per year, each meeting for up to 3 hours.
- Issue Notice of meetings in accordance with the Act and Relevant Regulation.
- Prepare and distribute the notice of Committee meetings and subsequent minutes of meetings. Follow up all action items from meeting minutes.
- Call for nominations for all committee positions.
- Call for owner motions for Annual General Meetings
- Assist the body corporate to convene and attend the Annual General Meeting up to 3 hours.
- Arrange for returning officers when needed.
- Prepare and distribute notices of Annual General Meeting and subsequent minutes of meeting.
- Keep all records in accordance with the Regulations.
- Process and care for all records and documents.
- Make all records available for inspections.
- Provide information for body corporate disclosure statements. Provide information certificates for settlement of units.
- Receive and issue correspondence
- Obtain quotation(s) for insurance renewal
- Manage Insurance Claims
- Provide advice on allocation of excess
- Update owner portal for obtaining certain records as no charge

Treasurer Services

- Banking, open, maintain and operate a bank account in the name of your body corporate for the Administrative Fund and Sinking Fund.
- Invest surplus funds with the body corporate consent in high interest bearing term deposits.
- Maintain and prepare financial statement of accounts for the Committee.
- Prepare and issue balance sheets and other financial reporting at call for the Committee.
- Prepare annual statement of accounts for auditors and owners at Annual General Meetings.
- Issue all notices of contributions as approved by the body corporate.
- Receipt all levies and reconcile bank statements.
- Liaise with owners on any queries in relation to levies.
- Attend to weekly payment of approved accounts.
- Prepare and issue draft budgets for the Committee's consideration.



Administration Agreement Engagement of a Body Corporate Manager

For use by SCA (Qld) members with a Corporate Membership

This Agreement is made this ___________.

BETWEEN

The Body Corporate for EMERALD LAKES-THE QUAYS CTS 33891

AND

Vision Strata Pty Ltd ABN 96 619 313 610

of PO Box 362, Mermaid Beach Qld 4218

ABOUT THIS AGREEMENT

This Agreement is produced by the SCA (Qld). It provides for the engagement of a body corporate manager by a body corporate.

This Agreement may only be used by body corporate managers holding a *Practicing Certificate* issued by SCA (Qld).

Under this Agreement, the Body Corporate appoints the Manager as the body corporate manager for the Scheme.

TERMINATION OF THE AGREEMENT

This Agreement is a binding legal document. The engagement of the body corporate manager may be terminated only in accordance with Clause 12

TERM, OPTIONS AND PRICES

This Agreement may be for a term of up to three years (including options) - See Clause 3.

All costs expressed in dollar ($) terms exclude any applicable GST – See Clause 14

SPECIAL CONDITIONS TO THE AGREEMENT

Any special conditions to this Agreement appear in Item K.

COPYRIGHT AND REPRODUCTION

FURTHER ADVICE

Body corporate managers and others seeking to use this Agreement should seek independent legal advice if questions exist concerning any provisions contained within this Agreement.

STRATA MANAGER CONTACT DETAILS

VISION STRATA PTY LTD
Po Box 362
Mermaid Beach Qld 4218

Phone: 07 5630 6546
Email: info@visionstrata.com.au

STANDARD CONDITIONS

1. INTRODUCTION

1.1 All words having a defined meaning in the Act have the same meaning in this Agreement (unless the context otherwise requires).

1.2 In this Agreement, terms in bold in the Reference Schedule have the meanings shown opposite them.

1.3 Unless the context otherwise permits -

a) “Act” means the *Body Corporate and Community Management Act (Qld) 1997*;

b) “Additional Services” means those services stated in Item G of the Reference Schedule;

c) “Agreed Services” means those services stated in Item F of the Reference Schedule;

d) “Authorised Powers” means all those powers of the executive committee members of the Body Corporate that are capable of exercise by a body corporate manager under the Act unless otherwise amended or excluded under the Special Conditions to this Agreement;

e) “Committee” means the committee chosen by the Body Corporate pursuant to the Act;

f) “CPI” means the Consumer Price Index (All Groups) for Brisbane as published by the Australian Bureau of Statistics;

g) “Disbursements” means the disbursements listed in Item E of the Reference Schedule.

h) “Module” means the regulation module of the Act applying to the Scheme from time to time, which at the commencement of this Agreement is the module referred to in Item J of the Reference Schedule;

i) “Privacy Act” means the Privacy Act 1988 (Cth);

j) “Reference Schedule” means the reference schedule annexed to this Agreement;

k) “Review Date” means each anniversary of the commencement date of this Agreement;

l) “SCA (Qld)” means Strata Community Australia (Qld) Limited, ACN 163 881 927’

m) “Scheme” means the community title scheme for which the Body Corporate is the body corporate;

n) “Special Conditions” means the special conditions noted in Item K of the Reference Schedule;

o) “Standard Conditions” means the standard condition applying to this Agreement;

p) “Term” means the term set out in Item A of the Reference Schedule.

1.4 A reference to an Item is a reference to the applicable item in the Reference Schedule.

1.5 This Agreement comprises the:

a) Standard Conditions;

b) Special Conditions (if any); and

c) Reference Schedule.

1.6 Where there is any inconsistency between any Special Condition to this Agreement and the Standard Conditions, the Special Condition prevails.

2. WHAT IS THIS AGREEMENT?

2.1 The Body Corporate appoints the Manager as the body corporate manager for the Scheme and the Manager accepts the appointment.

2.2 The Manager is engaged by the Body Corporate (as an independent contractor and not as an employee of the Body Corporate) to supply administrative services only (comprising the Agreed Services and the Additional Services, where applicable), to the Body Corporate.

2.3 The parties acknowledge and agree that the appointment of the manager is not an engagement of the Manager under Chapter 3 Part 5 of the Module.

2.4 For the avoidance of doubt, the Body Corporate acknowledges and agrees that this Agreement is not a property maintenance agreement and that the manager is not required under this Agreement to carry out any property maintenance for the Scheme.

3. WHAT IS THE TERM OF THIS AGREEMENT?

3.1 The Manager is appointed for the Term.

4. WHAT ARE THE DUTIES OF THE MANAGER UNDER THIS AGREEMENT?

4.1 The Manager must supply the Agreed Services stated in Item F to the Body Corporate in accordance with the terms of this Agreement.

4.2 The Manager may supply the Additional Services stated in Item G to the Body Corporate at the Body Corporate’s request.

4.3 The Body Corporate must pay the Manager the Additional Fees for the provision of the Additional Services.

4.4 During the Term, the Manager shall have the custody of the common seal of the Body Corporate.

4.5 The Manager will at all times comply with:

a) the Act;

b) the Module;

c) the code of conduct in the Act applying to body corporate managers; and

d) the *Code of Ethical Conduct* published by SCA (Qld).

4.6 The Body Corporate will use its best endeavors to ensure the voting committee members at all times aware of their obligations under the Act and shall comply with the code of conduct in the Act applying to voting committee members.

5. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER?

5.1 The Body Corporate authorises the Manager to exercise the Authorised Powers.

5.2 The Manager shall only exercise the Authorised Powers to facilitate the performance of the Agreed Services or any Additional Services.

5.3 The Manager is not under any obligation to exercise the Authorised Powers except to the extent necessary to facilitate the performance of the Agreed Services and the Additional Services.

5.4 Without limiting clause 5.2, the Manager is specifically authorised to administer funds controlled by the Body Corporate.

5.5 The authorisation given by the Body Corporate to the Manager to exercise the Authorised Powers under this clause 5 does not:

a) make the Manager responsible for performing the statutory functions of the Body Corporate or the Committee;

b) relieve the Body Corporate or the Committee of their statutory functions.

5.6 The Body Corporate specifically authorises the Manager to:

a) obtain quotations for insurances required to be effected by the Body Corporate under the Act or the Module;

b) effect, on behalf of the Body Corporate, such insurances as the Body Corporate directs the manager to obtain;

c) pay insurance premiums from the Body Corporate's funds; and

d) submit insurance claims to the Body Corporate's insurers which the Body Corporate acknowledges forms part of the Additional Services.

5.7 The Body Corporate agrees and acknowledges that the Manager, in performing the service under clause 5.6, is not providing advice, nor is the Manager obliged to provide advice as to what insurance policy or policies the Body Corporate ought effect and the Body Corporate agrees and acknowledges it does not rely on the Manager (nor is it reasonable to rely on the Manager) to advise in respect of which insurances may be suitable for the Body Corporate and/or the extent, nature, level or appropriateness of any insurance policy effected from time to time by the Body Corporate.

6. HOW IS THE MANAGER TO BE PAID?

6.1 The Body Corporate must pay the Manager:

a) for the performance of the Agreed Services – the fee stated in Item B (as reviewed in accordance with this Agreement) at the time indicated in item B;

b) for the performance of the Additional Services – the fees stated in Item C (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties; and

c) for Disbursements associated with the provisions of the Agreed Services or the Additional Services – the amount state in Item E (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties.

6.2 The Manager may -

a) charge the Body Corporate for Disbursements at the rates stated in Item E for the Agreed Services and Additional Services (which may include a margin above cost to the Manager);

b) keep fees received by it for:

(a) information which the Manager must supply about the Body Corporate under the Act or the Module (eg, an information certificate under section 205 of the Act);

(b) services supplied at the request of lot owners (eg, information required to prepare a disclosure statement under section 206 of the Act); and

c) retain commissions paid to it by the providers of services to the Body Corporate as disclosed in Item I.

6.3 The Body Corporate must pay fees for Agreed Services, the Additional Fees and the Disbursements by EFT or direct debit (at the election of the Manager) to the Manager's nominated account, or otherwise as directed by the Manager from time to time.

6.4 When the Term is greater than one (1) year, the Body Corporate agrees that on each anniversary of the commencement date of this Agreement the Manager may increase the fee for the Agreed Services to an amount which is the greater of.

(1) The fee paid for the immediately preceding year increased by the fixed percentage increase amount stated in Item D; and

(2) The Amount calculated using the following formula:

$$A \times \frac{B}{C}$$

where:

A is the fee payable for the year immediately prior to the Review Date;

B is the CPI determined for the quarter ending immediately prior to the Review Date;

C is the CPI determined for the quarter ending immediately prior to commencement of the year last concluded.

The increased fee for the Agreed Services is payable by the Body Corporate from that date which is the anniversary of the commencement date of this Agreement notwithstanding the fees may not be reviewed until after that date.

6.5 The Body Corporate agrees that the fees and charges payable for the Additional Services and Disbursements may be increased by the Manager on 1 July each year following commencement of this Agreement and the Body Corporate must pay the increased fees and charges by the Manager at the reviewed rate from time to time.

7. HOW DOES THE BODY CORPORATE GIVE INSTRUCTIONS TO THE MANAGER?

7.1 The Body Corporate must nominate in writing a person who must be a voting committee member to communicate with the Manager on behalf of the Body Corporate (the Nominee). In the event that no person is nominated by the Committee, the chairperson of the Committee is taken to be the Nominee.

7.2 The Body Corporate may replace the Nominee by written notice to the Manager.

8. DISCLOSURE OF ASSOCIATES

8.1 If the Body Corporate proposes to enter into a contract with a provider of goods and services and that provider is an associate of the Manager, then the Manager must disclose the relationship to the Body Corporate:

a) if the Manager is aware of the proposed contract then before the contract is entered into; or

b) otherwise in the shortest practicable time after it becomes aware that the contract is being and/or has been entered into.

8.2 The Manager discloses that at the commencement of this Agreement it is associated with the providers of goods and services stated in Item H and that shall be sufficient disclosure of these relationships for purposes of Clause 8.1 and the disclosure requirement of the Module.

8.3 Where the Manager has an arrangement with the provider of goods or services, and the Manager is entitled to receive a commission if the Body Corporate enters into a contract with that provider, then:

a) the details (including the commission, payment or other benefit) of any existing arrangement between the manager and the provider as at the commencement of this Agreement are disclosed in Item I and the Body Corporate acknowledges such disclosure satisfies the disclosure requirements in the Module; or

b) for a new arrangement entered into after the commencement of this Agreement - the Manager must disclose to the Body Corporate the details of that arrangement before accepting any commission from the provider.

8.4 With the exception of any arrangement disclosed by the Manager as described in clause 8.3, the Manager must not, without the prior consent of the Body Corporate receive any commission from any contractor or supplier because the Body Corporate entered into an agreement with the contractor or supplier.

9. RELEASE AND INDEMNITY BY THE BODY CORPORATE

9.1 The Body Corporate:

a) Releases discharges and forever holds harmless the Manager (to the extent permitted by law) from any damages, losses, liabilities, cost, expenses and/or claims arising from or in connection with any act or omission of the Body Corporate that did not result from the direct action or negligence of the Manager; and

b) Indemnifies and keeps indemnified the Manager against any damages, losses, liabilities, costs, expenses or claims incurred by the Manager (including the Manager being made a party to any litigation commenced by or against the Body Corporate) arising from or in connection with any act or omission of the Body Corporate that did not result from direct action or negligence of the Manager.

10. BODY CORPORATE WARRANTY

10.1 The Body Corporate warrants it has validly passed any necessary resolutions required to enable it to enter into this Agreement with the Manager or give any authorization to the Manager under it.

11. TRANSFER OF THIS AGREEMENT

11.1 This Agreement may be transferred by the Manager only in accordance with the Act.



12. TERMINATING THIS AGREEMENT

12.1 Either party may terminate this Agreement in accordance with the Act and/or the Module.

12.2 The Manager may terminate this Agreement at any time and for any reason by giving 60 days written notice to the Body Corporate.

12.3 If the Body Corporate fails to pay the Manager any amount owing to it under this Agreement and the failure continues for a period of 14 days after notice of the failure is given to the Body Corporate by the Manager, then:

(1) the Manager may terminate this Agreement by giving 30 days written notice to the Body Corporate; and

(2) the Body Corporate will reimburse the Manager for the Manager's costs of recovering that amount from the Body Corporate, including any legal costs on an indemnity basis.

13. BODY CORPORATE RECORDS

13.1 On expiry or earlier termination of this Agreement, the Manager must deliver to the Body Corporate its seal and the records and other documents in accordance with the Act and the Module.

13.2 The Manager acknowledges that it does not have a lien over the seal and the records and other documents of the Body Corporate.

13.3 Without any obligation to on the part of the Manager, the Body Corporate authorizes the Manager to hold any document of the Body Corporate in photographic or electronic image form.

14. GOODS AND SERVICES TAX

14.1 For the purposes of this clause, a goods and services tax ("GST") means any tax imposed by any government or regulatory authority which is a tax on goods and services, a tax on consumption, a value-added tax or any similar impost.

14.2 Unless GST is expressly included, any fee or consideration expressed to be payable by the Body Corporate under any part of this Agreement does not include any GST that may be payable on the supply for which the fee or consideration is paid.

14.3 The Body Corporate must pay to the Manager, in addition to any fee or consideration payable for the Agreed Services, Additional Services or Disbursements, any additional amount of GST payable on the supply of those services.

14.4 The Body Corporate and the Manager agree to do all things, including providing tax invoices and other documentation, necessary or desirable to assist the other in claiming any input tax credit, adjustment or refund for any GST payable under this Agreement.

15. MISCELLANEOUS

15.1 Any notice required to be given or served by either party to this Agreement shall be given or served in the same manner as is provided for in the *Property Law Act (Qld) 1974*.

15.2 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force unless the basic purposes of this Agreement would be defeated by severance of the offending provision. This Agreement shall be governed and construed with reference to the laws in force in the state of Queensland.

16. PRIVACY ACT

16.1 If the Manager hold Personal information under this Agreement, the Manager must, subject to the Act, comply with Australian Privacy Principle 11 set out in Schedule 1 of the Privacy Act. For the purposes or this clause, "Personal Information" has the same meaning as in the Privacy Act.

THIS SECTION INTENTIONALLY BLANK



REFERENCE SCHEDULE

ITEM

A. TERM (clause 3)

One (1) year commencing on	3 October, 2021
and ending on	3 October, 2022
Does the Manager hold a SCA (Qld) *Corporate Membership?*	YES
Does the Manager have professional indemnity insurance?	YES $2,000,000

B. FEES FOR AGREED SERVICES

The fee for Agreed Services shall be per lot per annum payable in advance on the basis indicated right: Monthly

: .... $135.00 per lot

C. ADDITIONAL FEES (where applicable)

Staff Rate Per Hour

Director(s)	$.................. 220.00
Consultants	$.................. at cost
Body Corporate Managers	$.................. 120.00
Administrative Staff	$.................... 80.00
Secretarial Staff	$.................... 80.00
Liaison with Lawyers, Engineers or other Professionals	$............. Hourly rate

Meetings Outside AGM

Extraordinary General Meetings	$.. 200.00 Admin fee (plus hourly rate & PP&S)
Reconvened General Meeting	$.................. 150.00
Additional Committee Meetings	$........... Hourly rate
Voting Outside Committee Meeting	$.................... 95.00 plus PP&S)
Meetings outside 9:00am to 7:00pm Monday to Friday	$........... 200.00 p/h
Meetings on Saturday	$.............300.00 p/h
Meetings held outside our office	No additional fee

Software

Internet & Software fee	$....Included

Debt Collection Service Fee

Arrears Notice	$....................... 50.00
Arrears Letter	$....................... 65.00
Arrears Letter to Legal	$..................... 165.00
Debt Recovery, Legal	$.......50.00 per month
Payment Plan	$........110.00 per plan

These fees are paid by debtor and not the body corporate

Storage

Archive Fee Annual Standard (per box)	$.................... 25.00
Retrieval/delivery/collection/refile (per box)	$.................... 10.00
Electronic Archive Fees:	
Electronic storage Per lot per annum	$..................... Included

Tax Returns

Facilitate Annual Tax Return Preparation	$................. 270.00

GST Compliance

Application of TFN/ATO	$................ 150.00
Facilitate BAS/Quarterly Returns (GST Registered Body Corporate) per qtr to registered tax agaent.	$................ 250.00

Management Rights Transfers	$ 250.00 admin fee (plus BCM hourly rate & PP&S)

Insurance

Work Cover Returns	$................. 70.00
Insurance administration if business placed outside nominated Broker/Insurer	$.....................20% base premium

- Issue renewal to Committee
- Obtain additional quotations if instructed
- Process renewal payment
- Updated BC software
- Obtain Certificate of Currency
- Issue claims form to owners
- Log claims
- Issue claims to broker/insurer
- Provide Committee with information on BCCM Act and application of excess
- Receive quotations from claimant
- Issue quotations to insurer
- Receive instructions from Insurer
- Liaise with Loss Adjuster if appointed
- Advise claimant of Loss adjuster/Insurers approval/decline
- Receipt settlement from Insurer
- Apply settlement to claims cost
- Other related works
- File all communications with BC records

All Insurance work Is No Charge if Insurance is placed With associated Broker/Insurer

Building Reports

Sinking Fund Forecast, Insurance Valuation, WPHS, Fire Report, Asbestos Report	$...................at cost
Land Valuation Letter (per Lot)	$................. 9.00
Lift Registration Fees (per Scheme)	$................. 80.00
Occupiers Statement	$................100.00

Audit Fees

Audit Preparation (assistance & Copies)	$.......12.00 per lot

Account Management

Dishonored cheque fees & (bank charges charged to lot owner)	$................. 30.00
Owners Levy Statement for tax purposes	$................ 25.00
Investment Account set up fee	$.........No charge
Investment Account reconciliation at maturity (if with BQL or MBL)	$.........No charge
Additional Invoices (each)	$................ 10.00
Owner's Tax Report	$................. 20.00

Travel Expenses	$.......... No Charge
Body Corporate Set-Up Fees	
Body Corporate set-up fee – new building	$........ Hourly rate
Body Corporate Common Seal	$.... cost + $25.00
Assisting in preparation of CMS/By-Laws	$ BCM hourly rate
Body Corporate finalization & handover of records	$........ Hourly rate
Government Fees	
Lodgement at Titles Office	Government charges + BCM hourly rate
Commissioner Orders	Government charges + BCM hourly rate
Changes to legislation and any work pertaining to same or other statutory requirements by Government and implementations of same	$....... as per schedule
Lodgement of BCCM Forms	Government charges + Hourly rate
Maintenance Coordination	
Quote Request	$..............15.00ea
Work Order	$..............15.00ea
Other	
Letters of consent, welcome letters & other written communications as instructed by Committee	$............45.00 ea
Returned Mail	$............45.00 ea
Duplicate Levy Notice	$..............7.00 ea
Special Levy	$..............7.00 ea
Any other levy other than Admin or Sinking Fund contribution	$...............7.00ea

D. FIXED AGREEMENT 3 YEAR CONTRACT

The fixed percentage increase is CPI.

E. DISBURSEMENTS

Communications and outlays for the **Agreed Services**: **Flat Rate**

Communications and outlays **Additional Services**: **Cost per item**

The communication and outlays are as follows ....

Flat Rate Per Lot

Fixed amount per annum:	
Under 50 Lots	$63.00 per lot
51 Lots and over:	$93.00 per lot

Cost per Item

Photocopying & Printing (per page)	
Black & White	$........... 0.50
Colour	$............1.50
Postage & Envelope	
Postage (local & international)	$...... at cost
Labels per page	$.......... 1.00
Large Envelope (A4)	$.......... 1.00
Small Envelope	$.......... 0.50
Ballot Envelope	$.......... 2.00
Label (each)	$.......... 0.30
Telephone Calls	
Local	Included
STD/Mobile/ISD	$....included
Emails & Phone calls local (Outgoing/Incoming) Per lot per month	$ included
Others	
Special Levy Notice or any other Notice/Invoice (including postage/envelope) each	$.......... 7.00

Note: All fees and disbursements costs + GST

F. AGREED SERVICES

The agreed services are as follows:

Secretarial & Administrative Services

- Maintain the roll, registers and minutes of the body corporate.
- Assist the Committee to convene and attend four (4) Committee meetings per year, each meeting for up to 3 hours.
- Issue Notice of meetings in accordance with the Act and Relevant Regulation.
- Prepare and distribute the notice of Committee meetings and subsequent minutes of meetings. Follow up all action items from meeting minutes.
- Call for nominations for all committee positions.
- Call for owner motions for Annual General Meetings
- Assist the body corporate to convene and attend the Annual General Meeting up to 3 hours.
- Arrange for returning officers when needed.
- Prepare and distribute notices of Annual General Meeting and subsequent minutes of meeting.
- Keep all records in accordance with the Regulations.
- Process and care for all records and documents.
- Make all records available for inspections.
- Provide information for body corporate disclosure statements. Provide information certificates for settlement of units.

- Receive and issue correspondence
- Obtain quotation(s) for insurance renewal
- Manage Insurance Claims
- Provide advice on allocation of excess
- Update owner portal for obtaining certain records as no charge
- Provide for electronic voting
- Preparation of Secret Voting
- Preparation of Committee Ballots

Financial

- Banking, open, maintain and operate a bank account in the name of your body corporate for the Administrative Fund and Sinking Fund.
- Reconcile all accounts monthly
- Invest surplus funds with the body corporate consent in high interest bearing term deposits.
- Maintain and prepare financial statement of accounts for the Committee.
- Prepare and issue balance sheets and other financial reporting at call for the Committee.
- Prepare annual statement of accounts for auditors and owners at Annual General Meetings.
- Issue all notices of contributions as approved by the body corporate.
- Receipt all levies and reconcile bank statements.
- Liaise with owners on any queries in relation to levies.
- Upload invoices to Invoice Hub for Committee to approve prior to payment being made.
- Record all invoices on Doc Max and provide Committee with ongoing access to view these records on the portal.
- Attend to weekly payment of approved accounts.
- Attached to urgent payments outside the weekly process as needed.

G. ADDITIONAL SERVICES

- Debt Collection Services – as per schedule
- Fire Control & Compliance – as per schedule
- Compliance with Government Acts & Regulations – as per schedule
- Any Agreed Services required to be undertaken outside of normal business hours
- Preparation of notice of meeting, distribution of minutes and attendance at meetings in excess of those stated as an Agreed Service
- Distribution of non-statutory motions and ancillary documents for notice of meetings.......................................
- Distribution of secret ballots
- Preparation and distribution of Extraordinary General Meeting Notice
- Any reasonable and lawful request by the Body Corporate which is not stated as an Agreed Service
- Prepare and distribute other levy notices (e.g. utility on-charging notices)
- Open, maintain and operate investment / term deposit accounts for the sinking fund outside BQL or MBL
- Providing new owners with Welcome letter and Body Corporate Information
- Request for By-laws and body corporate records
- By-Law Contravention notices
- Variation and Transfer of Resident Manager Agreements
- Preparation of Application/Submission to Commissioner for Body Corporate
- Arranging for Lodgment of Documents with Department of Natural Resources & Mines
- Distribution of DNR Valuation notices (per lot)
- Liaison with Lawyers or other Professionals
- Office of Fair Trading Lodgment
- Any agreed service required
- Insurance renewal and processing of claims when insurance is not placed with a disclosed insurance provider as per below
- Forwarding duplicate documents to owners and committee
- Assisting with the documentation for the registered tax agent to lodge BAS and ATO forms
- Storage of archive documents manually
- Monitoring arrears
- Investment of funds in banking institutions other than the Vision Strata Pty Ltd nominated bank.

H. DISCLOSURE OF ASSOCIATES

N/A

Providers of services that pay a commission to the Manager:

I. DISCLOSURE OF COMMISSIONS

Providers of services that pay a commission to the Manager

Name of Company: CHU Underwriting Agencies Pty Ltd
Commission Details: 20% maximum

Name of Company: Body Corporate Brokers
Commission Details: 20% maximum

Name of Company: Honan Insurances Group
Commission Details: 20% maximum

Name of Company: Strata Community Insurance
Commission Details: 20% maximum....................................

Name of Company: Insure Gold Coast
Commission Details: 30% maximum

J. RELEVANT MODULE

Regulatory Module is: __________

K. SPECIAL CONDITIONS (INCLUDING AMENDMENTS TO THE STANDARD CONDITIONS)

1. Without in any way limiting the indemnity contained in clause 9, the Body Corporate agrees that nothing in this Agreement will render the Manager liable to the Body Corporate for the non-performance of the manager's obligations under this Agreement where such non-performance arises from the Body Corporate's failure to make the appropriate decision or have sufficient moneys to enable the Manager to carry out its obligations under this Agreement.

2. To remove any doubt, the Manager's entitlement to charge the Body Corporate for Disbursements at the cost per item rate in relation to additional services pursuant to clause 6.1 (2) shall apply to this agreement even if the disbursements for the agreed services are charged at a flat rate per lot.

3. To remove any doubt, the Manager is only required to perform the Agreed Services during normal business hours; however the manager may attend General Meeting and Committee meetings outside those hours by prior mutual agreement with the Body Corporate including agreement to pay the Manager's fee for such additional services.

4. The manager shall not charge the Body Corporate any insurance claim processing fee where the Manager has received a commission from either the Underwriter or an Insurance Broker in relation to the Body Corporate's insurances, but in any case where no such commission was received, then the fee shall be calculated in accordance with the hourly rates specified above.

THE COMMON SEAL of the Body Corporate for:

Emerald Lakes-The Quays CTS 33891

was affixed pursuant to an ordinary resolution of the Body Corporate in the presence of:

1) ____
(Signature)

____
(Print Name)

____
(Designation)

____
(Date)

2) ____
(Signature)

____
(Print Name)

____
(Designation)

____
(Date)

EXECUTED by VISION STRATA PTY LTD

Pursuant to Section 127 of the Corporations Act 2001

____
(Signature of Sole Director/Director)

____
(Print Name)

____
(Signature of Director/Secretary)

____
(Print Name)

____
(Date)

ERNST | Building Smarter Communities
BODY CORPORATE MANAGEMENT

GOLD COAST
t. +61 7 5519 2900
f. +61 7 5519 2910
e. goldcoast@ebcm.com.au
www.ebcm.com.au

ABN 87 010 209 784
Level 21, 50 Cavill Avenue
Surfers Paradise QLD 4217
PO Box 10374
Southport QLD 4215

2 September 2021

The Body Corporate Committee
The Quays – CTS 33891
C/- Darren McLean

Email: Darren.mclean@pico.com

Dear Committee,

RE: Ernst Body Corporate Proposal For Administrative Services.

We would like to introduce our Company to your Committee to hopefully be considered for Body Corporate Management for The Quays.

Our team at Ernst know that with roughly 10% of our population living in apartments, and community living becoming increasingly popular, it is now essential for Body Corporate Committees to have professional support through this everchanging world of legislation, regulation, insurance, duty of care, and statutory compliance that must be adhered to and documented.

We believe in working as a team and taking the complexity out of strata living, and work with your owners and committee to achieve harmonious community living. We want to be part of this journey with your community.

Ernst's Gold Coast office is based locally in Surfers Paradise and we have a complete inhouse team (based on site) of experienced financial and community managers, who successfully manage similar properties to The Quays.

We have designed, established and administer a considerable number of layered scheme communities and in fact, Ernst was the original body corporate consultant appointed by the developer and bodies corporate to establish and administer the Emerald Lakes Bodies Corporate.

We therefore, have an excellent working knowledge of the body corporate structure for Emerald Lakes which will be an assistance to you at The Quays.

Ernst is respected in the Industry for managing layered schemes comprising of:-

- Multiple high-rise buildings;
- Resorts;
- Island Resorts;
- Mixed-use precincts;
- Master planned estates (vacant land with architectural codes);
- Master planned estates (built form like townhomes and villas); and
- Business parks.

Ernst has the experience and systems needed to administer your Body Corporate, some of the similar layered schemes we manage are:-

- Gainsborough Greens (land lots, architectural / landscape codes and private common property recreation areas adjoining a Golf Course);
- Newport Lakefront (land lots, architectural codes, private and public parklands, private lake, town homes / villas and 6 Storey apartment towers);
- River Springs (secured estate – town homes and villas with a variety of common property areas and recreation facilities);
- Runaway Lagoons (secured estate – town homes, land lots, private lake and private common property areas);
- Springwood Rise (land lots and duplex / fourplexes and private common property / recreation areas);
- Canopy Bardon (town homes and multilevel apartments and private common property / recreation areas);
- Cova (land lots, town homes, marina berths, parks, waterway cove; and private common property / recreation areas);
- Ridges Peregian Springs (land lots, architectural codes, duplexes, villas, parks and private common property / recreation areas).

Ernst has proudly become employers of choice and have secured some of the most senior and experienced staff in the Industry. In fact, we were nominated by Strata Community Association (SCA – our peak industry body) as finalists in four categories of the SCA QLD excellence awards 2021, including Best Strata Community Management Business.

People ask us what separates our Company from the others, and I think the thing we are most proud of is that we are a team of professionals that collaborate and work together. We strive to be the best in the business with a driven team and a great work culture. We hold ourselves accountable to show up every day and do what we need to do, using our combined experience and knowledge to support, motivate and inspire each other to provide the best service possible and make a difference in our communities.

All of this is because we want to care for your body corporate needs and give you peace of mind regarding the legislative obligations and create the best environment for a harmonic interaction between your owners and the Emerald Lakes PBC.

With respect to our specific services and fees, we have attached an agreement prepared especially for The Quays.

May we also take the opportunity to advise whom we would like to offer as our key Community Management personnel for the body corporate management of The Quays:-

1. **Alan Buckle** – assist in answering questions regarding services and fees offered by Ernst. Secondly, if we are privileged to be appointed as body corporate managers, Alan would assist in the transitioning to Ernst as well as provide initial assistance to The Quays representative to the Emerald Lakes PBC.

2. **Louise Burgess** – along with Alan, assist in answering questions regarding services and fees offered by Ernst. Secondly, if we are privileged to be appointed as body corporate managers, Louise would assist in the transitioning to Ernst.

3. **Rikki Slaughter** – day to day Community Manager. Please see attached Rikki' profile.

4. **Roslyn Williams** – Rikki's Assistant whom can be contacted when Rikki is in meetings or absent during the day.

Lastly, attached is our Corporate Profile which explains our substance and credentials.

Thank you for thinking of Ernst, please do not hesitate to contact me if you have any queries at this stage.

Yours sincerely

Alan Buckle

Senior Business Development Manager

0419782603

ENGAGE ◆ INSPIRE ◆ EDUCATE

Rikki is an SCA Accredited Strata Manager with a Certificate IV in Business and Certificate in Purchasing and Procurement and was proudly awarded Strata Community Manager of the Year in the recent SCA QLD Industry Awards for Excellence.

Rikki Slaughter

Ernst Senior Community Manager

Client-centric, solution focused, driven to achieve success whilst providing exceptional service.

Rikki focus is on delivering solutions to create a better lifestyle for people living and investing in a body corporate, her professional common sense approach and ability to naturally connect and establish rapport with her clientele, has led to Rikki being recognised in the industry as someone who has a passion for property and genuinely cares for the communities under her management.

With a well-earned recognition as one of Ernst's Senior Community Managers, Rikki brings her expertise in finance, managing building works and an in-depth knowledge of Strata Legislation and regulations to assist her clients.

Rikki is a Gold Coast local and has an outstanding understanding of local issues facing the Strata Industry, with the ability to naturally connect and establish an admirable rapport with her portfolio clientele and is focused on improving the enjoyment of strata living for all Bodies Corporates.

Rikki is a valued Senior member of the Ernst Gold Coast team and is a proven high performer with the ability to provide exceptional customer service, with strong leadership and commitment to her clients.

ERNST

Administration Agreement: Engagement of a Body Corporate Manager

For use by SCA (Qld) members with a Corporate Membership

This Agreement is made this To be advised day of 2021

BETWEEN

BODY CORPORATE FOR The Quays **CTS 33891**
at Emerald Lakes, Carrara

(the "BODY CORPORATE")
AND
ERNST BODY CORPORATE MANAGEMENT PTY LTD ACN 010 209 784/ABN 87 010 209 784 of LEVEL 21, 50 CAVILL AVENUE, SURFERS PARADISE QUEENSLAND 4217
(the "MANAGER")

ABOUT THIS AGREEMENT

This Agreement is produced by the SCA (Qld). It provides for the engagement of a body corporate manager by a body corporate.

This Agreement may only be used by body corporate managers holding a *Corporate Membership Certificate* issued by SCA (Qld).

Under this Agreement, the Body Corporate appoints the Manager as the Body Corporate Manager for the Scheme.

TERMINATION OF THE AGREEMENT

This Agreement is a binding legal document. The engagement of the Body Corporate Manager may be terminated only in accordance with Clause 12.

TERM, OPTIONS AND PRICES

This Agreement may be for a term of up to three years (including options) - see Clause 3.

All costs expressed in dollar ($) terms **exclude** any applicable GST – see Clause 14.

SPECIAL CONDITIONS TO THE AGREEMENT

Any special conditions to this Agreement appear in Item J.

COPYRIGHT AND REPRODUCTION

The copyright in this Agreement is owned by SCA (Qld). Only a Manager who holds a current *Corporate Membership Certificate* issued by SCA (Qld) or other person authorised in writing by SCA (Qld) may use this Agreement or reproduce it for the purpose of the Manager's use only (including scanned copies for electronic archival). In all other cases reproduction, including retyping, of this Agreement is prohibited without prior written consent of SCA (Qld).

FURTHER ADVICE

Body Corporate Managers and others seeking to use this Agreement should obtain independent legal advice if questions exist concerning any provisions contained within this Agreement.

ERNST Building Smarter Communities
BODY CORPORATE MANAGEMENT

Tel: (07) 5519 2900 Fax: (07) 5519 2910 Email: goldcoast@ebcm.com.au

STANDARD CONDITIONS

1. INTRODUCTION

1.1 All words having a defined meaning in the Act have the same meaning in this Agreement (unless the context otherwise requires).

1.2 In this Agreement, terms in bold in the Reference Schedule have the meanings shown opposite them.

1.3 Unless the context otherwise permits -

a) "Act" means the Body Corporate and Community Management Act (Qld) 1997;

b) "Additional Services" means those services stated in Item G of the Reference Schedule;

c) "Agreed Services" means those services stated in Item F of the Reference Schedule;

d) "Authorised Powers" means all those powers of the executive committee members of the Body Corporate that are capable of exercise by a body corporate manager under the Act unless otherwise amended or excluded under the Special Conditions to this Agreement;

e) "Committee" means the committee chosen by the Body Corporate pursuant to the Act;

f) "CPI" means the Consumer Price Index (All Groups) for Brisbane as published by the Australian Bureau of Statistics;

g) "Disbursements" means the disbursements listed in Item E of the Reference Schedule;

h) "Module" means the regulation module of the Act applying to the Scheme from time to time, which at the commencement of this Agreement is the module referred to in Item I of the Reference Schedule;

i) "Privacy Act" means the *Privacy Act 1988* (Cth);

j) "Reference Schedule" means the reference schedule annexed to this Agreement;

k) "Review Date" means each anniversary of the commencement date of this Agreement;

l) "SCA (Qld)" means Strata Community Association (Qld) Limited ACN 163 881 927;

m) "Scheme" means the community title scheme for which the Body Corporate is the Body Corporate;

n) "Special Conditions" means the special conditions noted in Item J of the Reference Schedule;

o) "Standard Conditions" means the standard conditions applying to this Agreement;

p) "Term" means the term set out in Item A of the Reference Schedule.

1.4 A reference to an Item is a reference to the applicable item in the Reference Schedule.

1.5 This Agreement comprises the:

a) Standard Conditions;

b) Special Conditions (if any); and

c) Reference Schedule.

1.6 Where there is any inconsistency between any Special Condition to this Agreement and the Standard Conditions, the Special Condition prevails.

2. WHAT IS THIS AGREEMENT?

2.1 The Body Corporate appoints the Manager as the Body Corporate Manager for the Scheme and the Manager accepts the appointment.

2.2 The Manager is engaged by the Body Corporate (as an independent contractor and not as an employee of the Body Corporate) to supply administrative services only (comprising the Agreed Services and the Additional Services, where applicable), to the Body Corporate.

2.3 The parties acknowledge and agree that the appointment of the Manager is not an engagement of the Manager under Chapter 3 Part 5 of the Module.

2.4 For the avoidance of doubt, the Body Corporate acknowledges and agrees that this Agreement is not a property maintenance Agreement and that the Manager is not required under this Agreement to carry out any property maintenance for the Scheme.

3. WHAT IS THE TERM OF THIS AGREEMENT?

3.1 The Manager is appointed for the Term.

4. WHAT ARE THE DUTIES OF THE MANAGER UNDER THIS AGREEMENT?

4.1 The Manager must supply the Agreed Services stated in Item F to the Body Corporate in accordance with the terms of this Agreement.

4.2 The Manager may supply the Additional Services stated in Item G to the Body Corporate at the Body Corporate's request.

4.3 The Body Corporate must pay the Manager the Additional Fees for the provision of the Additional Services.

4.4 During the Term, the Manager shall have the custody of the common seal of the Body Corporate.

4.5 The Manager will at all times comply with:

a) the Act;

b) the Module;

c) the code of conduct in the Act applying to Body Corporate Managers; and

d) the *Code of Conduct* published by SCA (Qld).

4.6 The Body Corporate will use its best endeavours to ensure the voting committee members are at all times aware of their obligations under the Act and shall comply with the code of conduct in the Act applying to voting committee members.

5. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER?

5.1 The Body Corporate authorises the Manager to exercise the Authorised Powers.

5.2 The Manager shall only exercise the Authorised Powers to facilitate the performance of the Agreed Services or any Additional Services.

5.3 The Manager is not under any obligation to exercise the Authorised Powers except to the extent necessary to facilitate the performance of the Agreed Services and the Additional Services.

5.4 Without limiting clause 5.2, the Manager is specifically authorised to administer funds controlled by the Body Corporate.

5.5 The authorisation given by the Body Corporate to the Manager to exercise the Authorised Powers under this clause 5 does not:

a) make the Manager responsible for performing the statutory functions of the Body Corporate or the Committee;

b) relieve the Body Corporate or the Committee of their statutory functions.

5.6 The Body Corporate specifically authorises the Manager to:

a) obtain quotations for insurances required to be effected by the Body Corporate under the Act or the Module;

b) effect, on behalf of the Body Corporate such insurances as the Body Corporate directs the Manager to obtain;

c) pay insurance premiums from the Body Corporate's funds; and

d) submit insurance claims to the Body Corporate's insurers which the Body Corporate acknowledges forms part of the Additional Services.

5.7 The Body Corporate agrees and acknowledges that the Manager, in performing the service under clause 5.6, is not providing advice, nor is the Manager obliged to provide advice as to what insurance policy or policies the Body Corporate ought effect and the Body Corporate agrees and acknowledges it does not rely on the Manager (nor is it reasonable to rely on the Manager) to advise in respect of which insurances may be suitable for the Body Corporate and/or the extent, nature, level or appropriateness of any insurance policy effected from time to time by the Body Corporate.

6. HOW IS THE MANAGER TO BE PAID?

6.1 The Body Corporate must pay the Manager:

a) for the performance of the Agreed Services – the fee stated in Item B (as reviewed in accordance with this Agreement) at the time indicated in Item B;

b) for the performance of the Additional Services – the fees stated in Item C (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties; and

c) for Disbursements associated with the provisions of the Agreed Services or the Additional Services – the amount stated in Item E (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties.

6.2 The Manager may:

a) charge the Body Corporate for Disbursements at the rates stated in Item E for the Agreed Services and Additional Services (which may include a margin above cost to the Manager);

b) keep fees received by it for:

(a) information which the Manager must supply about the Body Corporate under the Act or the Module (eg an information certificate under section 205 of the Act);

(b) services supplied at the request of lot owners (eg information required to prepare a disclosure statement under section 206 of the Act); and

c) retain commissions paid to it by the providers of services to the Body Corporate as disclosed in Item I.

6.3 The Body Corporate must pay fees for Agreed Services, the Additional Fees and the Disbursements by EFT or direct debit (at the election of the Manager) to the Manager's nominated account, or otherwise as directed by the Manager from time to time.

6.4 When the Term is greater than one (1) year, the Body Corporate agrees that on each anniversary of the commencement date of this Agreement the Manager may increase the fee for the Agreed Services to an amount which is the greater of:

a) The fee paid for the immediately preceding year increased by the fixed percentage increase amount stated in Item D;

b) The amount calculated using the following formula:

$$A \times \frac{B}{C}$$

where:

A is the fee payable for the year immediately prior to the Review Date;

B is the CPI determined for the quarter ending immediately prior to the Review Date;

C is the CPI determined for the quarter ending immediately prior to commencement of the year last concluded.

The increased fee for the Agreed Services is payable by the Body Corporate from that date which is the anniversary of the commencement date of this Agreement notwithstanding the fees may not be reviewed until after that date.

6.5 The Body Corporate agrees that the fees and charges payable for the Additional Services and Disbursements may be increased by the Manager on 1 July each year following commencement of this Agreement and the Body Corporate must pay the increased fees and charges by the Manager at the reviewed rate from time to time.

7. HOW DOES THE BODY CORPORATE GIVE INSTRUCTIONS TO THE MANAGER?

7.1 The Body Corporate must nominate in writing a person who must be a voting committee member to communicate with the Manager on behalf of the Body Corporate (the nominee). In the event that no person is nominated by the Committee, the chairperson of the Committee is taken to be the Nominee.

7.2 The Body Corporate may replace the Nominee by written notice to the Manager.

8. DISCLOSURE OF ASSOCIATES

8.1 If the Body Corporate considers and/or proposes to enter into a contract for the supply of goods and /or services from a provider and that provider is an associate of the Manager, then the Manager must disclose the relationship to the Body Corporate:

a) if the Manager is aware of the proposed contract before the contract is entered into; or

b) otherwise in the shortest practicable time after it becomes aware that the contract is being and/or has been entered into.

8.2 The Manager discloses that at the commencement of this Agreement it is associated with the providers of goods and services stated in Item H and that shall be sufficient disclosure of these relationships for the purpose of clause 8.1 and the disclosure requirement in the Module.

8.3 Where the Manager has an arrangement with the provider of goods and/or services, and the Manager is entitled to receive a commission if the Body Corporate enters into a contract with that provider, then:

a) the details (including commission, payment or other benefit) or any existing arrangement between the Manager and the provider as at the commencement of this Agreement are disclosed in Item H and the Body Corporate acknowledges such disclosure satisfies the disclosure requirements in the Module; or

b) for a new arrangement entered into after the commencement of this Agreement - the Manager must disclose to the Body Corporate the details of that arrangement before accepting any commission from the provider.

8.4 With the exception of any arrangement disclosed by the Manager as described in clause 8.3, the Manager must not, without the prior consent of the Body Corporate receive any commission from any contractor or supplier because the Body Corporate entered into an agreement with the contractor or supplier.

9. RELEASE AND INDEMNITY BY THE BODY CORPORATE

9.1 The Body Corporate:

a) Releases, discharges and forever holds harmless the Manager (to the extent permitted by law) from any damages, losses, liabilities, costs, expenses and/or claims arising from or in connection with any act or omission of the Body Corporate that did not result from a negligent act or omission of the Manager; and

b) Indemnifies and keeps indemnified the Manager against any damages, losses, liabilities, costs, expenses or claims incurred by the Manager (including the Manager being made a party to any litigation commenced by or against the Body Corporate) arising from or in connection with any act or omission of the Body Corporate that did not result from a negligent act or omission of the Manager.

10. BODY CORPORATE WARRANTY

10.1 The Body Corporate warrants it has validly passed any necessary resolutions required to enable it to enter into this Agreement with the Manager or give any authorisation to the Manager under it.

11. TRANSFER OF THIS AGREEMENT

11.1 This Agreement may be transferred by the Manager only in accordance with the Act.

12. TERMINATING THIS AGREEMENT

12.1 Either party may terminate this Agreement in accordance with the Act and/or the Module.

12.2 The Manager may terminate this Agreement at any time and for any reason by giving 60 days' written notice to the Body Corporate.

12.3 If the Body Corporate fails to pay the Manager any amount owing to it under this Agreement and the failure continues for a period of 14 days after notice of the failure is given to the Body Corporate by the Manager, then:

a) the Manager may terminate this Agreement by giving 30 days written notice to the Body Corporate; and

b) the Body Corporate will reimburse the Manager for the Manager's costs of recovering that amount from the Body Corporate, including any legal costs on an indemnity basis.

13. BODY CORPORATE RECORDS

13.1 On expiry or earlier termination of this Agreement, the Manager must deliver to the Body Corporate its seal and the records and other documents in accordance with the Act and the Module.

13.2 The Manager acknowledges that it does not have a lien over the seal and the records and other documents of the Body Corporate.

13.3 Without any obligation to on the part of the Manager, the Body Corporate authorises the Manager to hold any document of the Body Corporate in photographic or electronic image form.

14. GOODS AND SERVICES TAX

14.1 For the purposes of this clause, a goods and services tax ("GST") means any tax imposed by any government or regulatory authority which is a tax on goods and services, a tax on consumption, a value-added tax or any similar impost.

14.2 Unless GST is expressly included, any fee or consideration expressed to be payable by the Body Corporate under any part of this Agreement does not include any GST that may be payable on the supply for which the fee or consideration is paid.

14.3 The Body Corporate must pay to the Manager, in addition to any fee or consideration payable for the Agreed Services, Additional Services or Disbursements, any additional amount of GST payable on the supply of those services.

14.4 The Body Corporate and the Manager agree to do all things, including providing tax invoices and other documentation, necessary or desirable to assist the other in claiming any input tax credit, adjustment or refund for any GST payable under this Agreement.

15. MISCELLANEOUS

15.1 Any notice required to be given or served by either party to this Agreement shall be given or served in the same manner as is provided for in the *Property Law Act (Qld) 1974*.

15.2 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force unless the basic purposes of this Agreement would be defeated by severance of the offending provision. This Agreement shall be governed and construed with reference to the laws in force in the state of Queensland.

16. PRIVACY ACT

16.1 If the Manager holds Personal Information under this Agreement, the Manager must, subject to the Act, comply with Australian Privacy Principle 11 set out in Schedule 1 of the Privacy Act. For the purposes of this clause, "Personal Information" has the same meaning as in the Privacy Act.

A. TERM (clause 3) **1 year**

commencing on:	1/10/2021
and ending on:	1/10/2022
Does the Manager hold a SCA (Qld) Practising Certificate?	YES
Does the Manager have professional indemnity insurance?	YES
If so, how much?	$10,000,000.00

B. FEES FOR AGREED SERVICES

The fee for Agreed Services shall be	$120.00 per lot per annum
Per annum payable in advance on the basis indicated right	Quarterly

C. ADDITIONAL FEES

Hourly Rates

Director(s)/General Manager	per hour	$250.00
Body Corporate Manager (BCM)	per hour	$200.00
Assistant BCM	per hour	$130.00
Accountant	per hour	$200.00
Insurance Staff	per hour	$185.00
Administrative Staff	per hour	$120.00

Tax, GST and Audit

Preparation of information for audit of records (up to 30 Lots)	$250.00
Preparation of information for audit of records (31 Lots and above)	$10.00/Lot
Preparation of information per Business Activity Statement (BAS) (up to 100 Lots)	$250.00
Preparation of information per Business Activity Statement (BAS) (101 Lots and above)	$375.00
Preparation of information for Income Tax Return	$375.00
Preparation of information for Non-Lodgement Advice to ATO	$60.00

Insurance

The below fees are not applicable if insurance placed through broker associated with Ernst Body Corporate Management.

Insurance Claim Processing	At hourly rates
Insurance Renewal Negotiation	At hourly rates

D. FIXED PERCENTAGE INCREASE

The fixed percentage increase is 2.5%.

E. DISBURSEMENTS

Disbursement for Agreed Services are:

Option A ☒ flat rate $70.00 per lot per annum
Excluding archive and communication costs

Option B ☐ cost per item

Per annum payable in advance on the basis indicated right: Quarterly

Printing, Postage and Stationery

"Printing Postage and Stationery" (If Disbursements Option B is selected, these fees are excluded from Agreed Services. These fees will apply for any Additional Services)

Photocopying (1 x single-sided copy)	$0.60
Levy/Arrears notice	$0.60
Cheque / EFT	$0.60
Photocopying (A3 and other)	$1.10
Computer laser prints – A4 page	$0.30
Stationery (including all Envelopes)	at cost
Postage	Australia Post rates

These charges are subject to change

Electronic and Hard Copy Storage

Electronic and Hard Copy Archive storage fee (per Lot per year)	$10.00
Per annum payable in advance on the basis indicated right	Quarterly

Miscellaneous

Software Licence (per Lot per year)	Invoice directly by Service Provider
Communication Fee (per Lot per quarter)	$6.25

Communication costs include (without limit) – all faxes received/issued all emails received/issued, all STD/IDD charges for both phone and fax; all mobile phone call charges; and all local telephone call charges.

F. AGREED SERVICES

The agreed services are as follows:

Secretarial

- Convene and attend the Annual General Meeting up to the number of hours. **Two (2)**
- Call nominations for the position of executive and ordinary members of the Committee.
- Prepare and distribute the notice of Annual General Meeting and ancillary documentation (Statutory Motions and BCM Administrative Agreement).
- Record and distribute minutes of Annual General Meeting.
- Record, prepare and distribute notices and minutes for Committee Meetings based upon the following number of meetings **(4)**
- Attend Committee Meetings based upon the following number of meetings **(4)**
- Up to the following number of hours per meeting **(2)**



- Arrange for the appointment of a returning officer

Financial

- Open, maintain and operate a bank account for the Administrative Fund and the Sinking Fund.
- Prepare a Statement of Accounts for each financial year.
- Prepare a draft Budget for each financial year.
- Issue notices to Lot Owners for payment of contributions (up to 4/financial year).
- Receipt and bank same number of Levy payments as notices issued.
- Process and pay accounts.

Administrative

- Establish and maintain the roll and the statutory registers.
- Maintain and keep statutory records.
- Make available the records for inspection.

G. ADDITIONAL SERVICES

- Any Agreed Services required to be undertaken outside of normal business hours (8.30am to 5.00pm) are charged at the applicable hourly rate.
- Preparation of notice of meeting, distribution of minutes and attendance at meetings in excess of those stated as an Agreed Service.
- Any reasonable and lawful request by the Body Corporate which is not stated as an Agreed Service.
- Any reasonable and lawful request by a Statutory Authority or other Third Party which is not stated as an Agreed Service.
- Prepare and distribute other Levy notices (e.g. special levies, utility, second debtors and other on charging notices).
  - Open/Close/Rollover term investment account (each action) — $55.00
  - Invoice to Lot or third party — $15.00
  - Utility Integration — At hourly rates
    Arrange for utility information to be integrated into the scheme's financial statements
  - Quotations for maintenance work — At hourly rates
  - Maintenance work orders — At hourly rates
  - Travel to meetings onsite — ATO travel rates

Other unspecified items or duties as performed from time to time by Ernst Body Corporate Management at the cost nominated by Ernst

- Building Close Down Fee — At hourly rates
- Building Setup Fee
  0-50 lots - $250.00 / 50+ lots - $500.00

Arrears

As per legislation, all reasonable debt recovery fees are on charged to the lot.

- First Levy arrears notice — $40.00
- Second Levy arrears notice and recovery action/monthly arrears — $70.00
- Final demand letter — $180.00
- Recovery action brief — At hourly rates
- Arrears monitoring/payment plans — At hourly rates

H. DISCLOSURE OF COMMISSION

Providers of services that pay a commission to the Manager

Name of Company:	Body Corporate Brokers
Commission detail:	As authorised representatives 20%
	"Commission (as authorised representative 20%) and/or fees as disclosed in the applicable Financial Services Guide."

I. RELEVANT MODULE

☐ Standard ☐ Commercial

☒ Accommodation ☐ Small Schemes

J. SPECIAL CONDITIONS (INCLUDING AMENDMENTS TO THE STANDARD CONDITIONS)

- .

Administration Agreement: Engagement of a Body Corporate Manager

For use by SCA (Qld) members with a Corporate Membership

Execution by Counterparts

This Agreement may be executed in any number of counterparts and all counterparts taken together will constitute one instrument.

Electronic Execution

The parties agree that this Agreement and any or similar or associated documents that are required to be signed by any Authorised Signatory for and on behalf of each party, may be signed, and are taken to have been signed, by that person using an electronic or digital signature.

Execution by Body Corporate without seal – may be required due to lack of seal, or lack of ability to have document executed properly under seal (i.e. counterparts etc)

Signed for and on behalf of the Body Corporate for The Quays CTS 33891 by its duly authorised representatives:

____Position: Chairperson
Signature

____
Print Name

____Position: Secretary
Signature

____
Print Name

Each of the persons above warrant that they hold the positions stated above and are duly authorised to sign this agreement on behalf of the Body Corporate.

EXECUTED
pursuant to Section 126 of the Corporations Act 2001

____
Signature of Authorised Agent signing of behalf of the Company

Adam Stankevicius

____
Date



Administration Agreement: Engagement of a Body Corporate Manager

For use by SCA (Qld) members with a Corporate Membership

THE COMMON SEAL of the BODY CORPORATE FOR:

The Quays **CTS 33891**

was affixed pursuant to an ordinary resolution of the Body Corporate in the presence of:

____

Signature

____

Print Name

____

Designation

____

Signature

____

Print Name

____

Designation

____

Date

EXECUTED
pursuant to Section 126 of the Corporations Act 2001

____

Signature of Authorised Agent signing of behalf of the Company

Adam Stankevicius

____

Date

ARCHERS®

THE STRATA PROFESSIONALS

Your Partner in Strata

Personalised, proactive, professional advice and service: Strata made Simple

Your Property

The Quays CTS 33891

THE QUAYS:

- 113 residential lots situated at Emerald Lakes
- Body Corporate administration services required for 12 months, commencing 4 October 2021.
- To include one (1) AGM up to two (2) hours and four (4) Committee Meetings up to two (2) hours.

As a committee you need to be in safe hands

Choosing the right strata manager can make or break your long-term peace of mind and, more importantly, the asset value of your complex.

YOUR NEEDS ARE CLEAR:

- **Professional yet personal advice and service** – building a long-term relationship with a professional who offers personal contact and who understands your property and its specific intricacies is of high value to you. You will not be a number.
- You expect **prompt, proactive and reliable information** – ultimately you need problems solved long before they become contentious
- You hold a position of trust and need **peace of mind** when making decisions on behalf of residents and owners – being provided with the right choice, up-to-date information and possible outcomes enables you to make informed decisions
- Being **educated on the rules and regulations** of body corporate and ensuring you're meeting your obligations can be intimidating – having a partner that can guide you along the way is reassuring and safeguards your compliance with the Body Corporate and Community Management Act 1997
- Having an **impartial body corporate partner** that can act in the best interest of all stakeholders enables a voice of reason when competing interests arise – whether a committee member, resident manager, owner occupier, investor, or developer, each stakeholder's concerns are important
- A **smooth transition** to a new strata manager – knowing this is all in hand with minimal intervention on your behalf allows you to make the right choice in strata partner
- And of course, **balancing body corporate fees with excellence** in delivery is critical and a key consideration when choosing a body corporate manager

At Archers we understand these needs and believe in making strata simple and your life easier!

ARCHERS®

The roles of body corporate

Residents, owners, investors who have a financial investment in the property have a shared responsibility to shared facilities. To ensure compliance they elect a group, called a committee to act on their behalf. The committee is supported by the Strata Manager and on occasion a Building Caretaker.

Body Corporate Committee

Voluntary decision makers

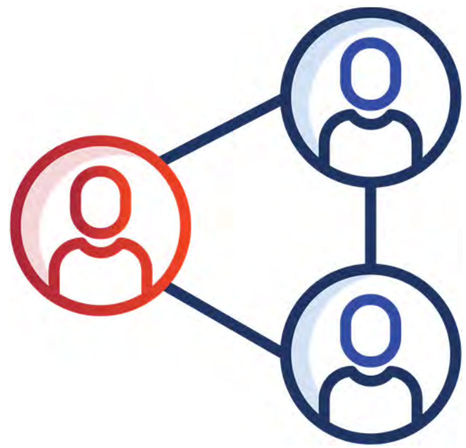
Make decisions on behalf of owners to ensure the property is maintained, retains values and is a great place to live.

Building Caretaker

Day to day management

If engaged, a caretaker handles the day-to-day management of the property.

Strata Managers



Secretarial and administration

Partner with all stakeholders to maintain value of the asset and ensure legislative obligations are met.

Find a strata manager aligned to your needs

Archers is the perfect choice for a body corporate committee that values…

- Highly responsive service standards
- A qualified team of specialists delivering support services with outstanding quality
- Extensive experience, shared knowledge base with a localised approachable team
- Transparent, accurate and reliable financial management
- The highest commitment to continual education and training
- Integrity, trust, ethics and an organisational wide strict code of conduct
- State of the art technology, data security and electronic data management
- Personalised communication and a proactive approach
- Solution focused
- Mutual respect for all stakeholders
- Striving to create a mutually beneficial and long-term relationship which is open and constructive

At Archers, we are your partners in strata!

ARCHERS®

Why partner with Archers

We are committed to delivering above industry standards when it comes to the fundamentals of strata management.

- We return phone calls within 24 business hours, answer correspondence within 48 hours and have an owner's portal easily accessible on our website facilitating common requests.
- With forty years in the industry and offices on the Gold Coast, Brisbane, Sunshine Coast, Whitsundays, Townsville and Cairns, we ensure your biggest asset (your home/investment) retains value and is maintained.
- On-going education and the absolute best in training standards means our team have up-to-date technical knowledge keeping you legally compliant.
- It is our job to keep you ahead of the needs of your complex and give you confidence in your actions, so we provide regular newsletters, email bulletins and information seminars to keep you abreast of your role.
- We actively maintain a knowledgebase on strata through a dedicated education arm to our business. You can access information from Smart Strata at your convenience via www.smartstrata.com.
- It is our pleasure to provide you with the email address, direct line and mobile number of your personal body corporate manager. At Archers we do not hide behind 1800 numbers.
- We can assist you in conducting your committee meetings through providing an array of alternate meeting options.
- We adopt an online platform, StrataVote, to allow for flexibility in meeting your voting requirements if desired.
- And importantly, we understand relationships take 'two to tango' and welcome continual and constructive feedback. We are here as your support and can only undertake our role to the highest standard by working together.

Personalised, proactive and professional advice and service.

ARCHERS®

Why partner with Archers

Our focus on accounting, security and technology advancements are key differences within the strata industry.

- **Our accounts team consists of more qualified individuals** than is standard in the strata industry. Their experience and qualifications ensure the key issues of levy notices, collecting contributions, debt recovery and your financial requirements are completed with accuracy and transparency.
- We have a **dedicated and centralised collections officer** for levy arrears who is personable, approachable and yet follows the legislative procedure to the letter. We adopt a friendly, yet effective, approach to debt recovery with costs charged to individual lots, meaning owners do not carry the burden of recovery fees.
- Our focus on **privacy, data maintenance and security protocols is second to none**. We have heavily invested in our IT infrastructure and data security policies and believe owners should be aware of how and where their information is stored and protected. You will find our policies on our website for your perusal.
- We work to **make strata simple** and offer a number of payment options including direct debit, BPay and credit card.
- We provide information at your fingertips with an **owner's portal for ease of access and approvals**. Financial statements are maintained in our software program and Committee can access up to date financials on the portal at any time.
- Our systems focus on transparency and have **many security layers and controls**. Committee approvers of invoices are established through the invoice hub and there is visibility of previously approved invoices for the current period. Each scheme has a separate bank account where we administer and maintain the funds on your behalf.
- We are industry leaders who adhere, and in fact are involved in establishing, **professional integrity and ethical principles within the industry**. We are often consulted by Government and the peak industry body, Strata Community Association (Qld) on strata issues and have a representative on the SCA (Qld) Board.

This is the Archers Advantage!

ARCHERS®

The Archers Advantage

6.5
Years of average Staff tenure

10
Years of average Executive Leadership Team tenure

837
Total number of buildings

31K
Total number of lots

Our sister companies provide a wholistic approach

Smart Strata

www.smartstrata.com

Smart Strata is Australia's leading online learning portal and directory for the strata industry and is a valuable knowledge base for body corporate committees to reference and stay informed. The depth of knowledge on this portal assists the strata community to overcome common issues faced.

MARSH ADVANTAGE INSURANCE

www.marshadvantage.com.au

An independent and specialised strata insurance broker with strata experienced insurance claims personnel, MAI provides quotations from many insurance providers and enables a competitive premiums, insurance certificates, body corporate meeting attendance, and a dedicated account manager for claims handling.

Strata Compliance Solutions

Your Compliance Specialists!

www.stratacompliance.com.au

Your partner in all things compliance you can feel assured your legislative requirements are being met. Accredited and qualified Workplace Health & Safety and Fire Safety Officers cover areas such as audit reports, evacuation procedures, reviews and first response training to name a few. Their qualified Quantity Surveyor Consultants are members of Australian Institute of Quantity Surveyors and provide Sinking Fund Forecasts, Insurance Valuations and Tax Depreciation Schedules at competitive rates and the highest standard.

ARC UTILITIES MANAGEMENT

EMBEDDED NETWORK MANAGER ACCREDITED

www.arcutilities.com.au

Making utilities administration simple, ARC provides administration services to bodies corporate who operate in an embedded network or is looking for electricity bulk supply. Our ARC Utilities subsidiary can also provide support in your electricity meter reading, billing, collection, arrears management and monitoring bulk supply agreements.

To support you and become your complete partner.

ARCHERS®

Our real difference lies in our team

Archers is a Queensland based strata management company achieving growth through providing the highest quality professional service and developing long term valued relationships. We have achieved this for many years due to our outstanding team. Visit our website www.abcm.com.au to meet our team.

SPECIFIC TO YOUR PROPERTY, ALLOW US TO INTRODUCE YOU TO:

Partner and Branch Manager:

Kim Cullen
0458 272 041

Kim is a Certified Strata Manager of the SCA (Qld) and holds a Certificate IV in Body Corporate Management. Kim has been with Archers since 2008 and has over 20 years' experience in the Body Corporate Management Industry as a Body Corporate Manager before moving her career to become the Branch Manager with Archers in the Gold Coast Office.

Your ‘peace of mind’ investment

Your investment

Your investment for secretarial, administrative and financial services for a one-year appointment = **$110.00 per lot,** per annum, exclusive of GST. This investment is based on the premise that your body corporate scheme will require five meetings annually (three committee meetings, one budget committee meeting and one annual general meeting).

Disbursements

Disbursements (such as printing, stationery and postage) have been quoted on a fixed cost (includes all items in section E. Disbursements of the administration agreement) of **$60.00 per lot**, per annuum, exclusive of GST. Archers provides the opportunity for electronic documentation and voting by way of Stratavote to reduce these costs to your body corporate. Internet, security & digital infrastructure **$17.50 per lot,** archive fee of **$6.70 per lot** and if registered for GST, quarterly BAS returns at a cost of **$200.00 per quarter**. If an audit is required, there is a fixed fee of $200.00 for the accounts team to assist the auditor and provide the required documentation requested.

Additional charges

Additional services are charged at an ad hoc rate for those unpredictable situations such as law breaches, contracts, adjudication processes, and disputes to name a few. These may be charged per task with a fixed fee specified in the agreement, or per hour if no specific fee is specified and we are instructed to perform non-routine services.

Transparency

One of the cornerstones to the Archers value set is transparency and we will always be up front with a committee on fees and charges. Our body corporate management team do not accept commissions from suppliers or clients.

Ultimately, we understand your firm commitment to maintaining a cost-effective body corporate management arrangement that balances the cost of service with delivery of benefits. We recommend committees avoid making their strata partner choice based on a simple price comparison alone. Making an appointment solely on price can mean the property is underserviced and not compliant. As an elected committee, we want you to confidently and proudly report your success in delivering on both price and quality to the strata owners of the property.

ARCHERS®

Your investment includes

❶ Sister company services

Insurance management via Marsh Advantage Insurance (subject to approval as insurance agent)
Ensure adequate insurances are in place for the body corporate including:

- Building and contents
- Public Liability
- Office bearers liability
- Fidelity Guarantee
- Machinery breakdown
- Catastrophe insurance
- Workers compensation (where required)

Obtain competitive insurance quotations each year for renewal, pay insurance premiums and lodge and follow up body corporate insurance claims.

Complete compliance support via Strata Compliance Solution (subject to approval of the committee)
Provide for all of your schemes compliance obligations, being:

- Sinking Fund Forecasts
- Insurance Valuations
- Fire Safety Compliance
- Workplace Health & Safety Inspections
- Major Repairs (where there is no on-site manager

❷ Administration and secretarial

Meeting support

- Call nominations for the positions of executive and ordinary members of the body corporate committee each year in preparation for the Annual General Meeting
- Prepare and distribute all notices
- Convene and attend the AGM and committee meetings
- Convene and attend to Committee meetings
- Provide boardroom and telephone/video conferencing facilities at our offices for meetings when required
- Provide use of electronic voting platform called StrataVote

Maintenance of rolls and registers
These documents must be accurate and kept up to date. They contain all information pertaining to owners, assets, mortgagees, occupation authorities, lot entitlements and engagements and authorisation.

We ensure the roll is available for inspection, supervise those inspections, and ensure that Body Corporate Information Certificates are delivered promptly.

Record keeping
Possess and care for the records and documents of the body corporate. Make the records of the body corporate available for inspection.

Communication and Correspondence
Answer all telephone communications within 24 business hours and respond to all correspondence on behalf of the body corporate within 48 business hours.

For an additional extra fee, we can also attend to matters concerning adherent to by-laws
Implement all the decisions of the body corporate and the committee. Assist with the implementation of the body corporate by-laws including issuing:

- Notice of Continuing Contravention of By-Laws
- Notice of Future Contravention of By-Laws

This includes correspondence incidental to these matters. Liaise with committee members, resident managers, service contractors, ICT Consultants, etc.

❸ Financial Services

The Managing Director of Archers Pty Ltd, Mr Colin Archer, our CEO, Nicky Lonergan and our CFO, Aaron Margaritis are all qualified accountants. Our strength and expertise in financial matters is a key difference for Archers.

Banking
Open, maintain and operate a bank account **in the name of the body corporate** for the administrative and sinking funds. Invest surplus funds in term deposits, on approval from the body corporate.

Financial statements and reports

- Maintain a computerised ledger including monthly postings and bank reconciliation
- Prepare a monthly balance sheet
- Prepare monthly administrative and sinking fund statement of accounts
- Prepare quarterly financial accounts on a **cash basis** to be forwarded to the Committee on a quarterly basis
- Prepare accrued annual financial statements for auditors and owners at AGM
- Prepare the annual Statement of Accounts to be presented to an auditor where an audit is requested
- Security associated with funds management is of a high standard

Budgets
Prepare draft annual administrative and sinking fund budgets for committee consideration.

Levy management

- Issue levy and other contribution notices
- Receipt and bank levies
- Issue notices of overdue levies within seven days after due date for payment
- Dedicated arrears officer

Accounts payments
Provision of online Invoice Hub Portal to facilitate the process of providing committee members approval for invoices to be paid. Nominated approvers will be able to view a copy of the invoice, confirm the account code to be used for payment, raise a query with your strata manager to clarify further details or information, and approve the invoice for payment. We undertake weekly payments of all accounts as authorised by a nominated representative of the body corporate.

Getting started is easy and free of charge

ARCHERS MAKES YOUR TRANSITION HASSLE FREE

1. We collect your records and conduct an inspection
2. Review compliance with all legislative provisions
3. Prepare a summary of review findings and recommendations to be implemented
4. Open a new bank account in the name of the body corporate for transfer of funds
5. Issue a letter of introduction to all owners including online owner's records portal access

Nicky Lonergan
CEO, Archers
The Strata Professionals

It would be our pleasure to welcome you to the Archers family and build our relationship for years to come. We pride ourselves on our longevity of team and our client tenure. It is achieving both that drives each step of our business and informs our decision making.

We look forward to Kim becoming part of your future success as a body corporate committee and congratulate you on the due diligence you are taking to reach this important decision.

Please contact Kim, or in fact, any of the Archers management team as outlined on our website.

As CEO, I am also personally available to hear your feedback or provide more information that will help you make your all important body corporate manager decision. My mobile is 0439 593 464. I look forward to partnering with you for the effective management of your property.

ARCHERS®

ARCHERS®

THE STRATA PROFESSIONALS

www.abcm.com.au info@abcm.com.au

GOLD COAST
P: 07 5552 0700

PO Box 10664
Southport BC
QLD 4215

BRISBANE
P: 07 3220 9400

GPO Box 3025
Brisbane
QLD 4001

SUNSHINE COAST
P: 07 5458 4500

PO Box 1191
Mooloolaba
QLD 4557

WHITSUNDAYS
P: 07 4946 3000

PO Box 668
Airlie Beach
QLD 4802

TOWNSVILLE
P: 07 4722 2782

PO Box 1064
Townsville
QLD 4810

CAIRNS
P: 07 4045 7400

PO Box 2676
Cairns
QLD 4870



Administration Agreement
Engagement of a Body Corporate Manager

For use by SCA (Qld) members with a Practicing Certificate

This Agreement is made this day of 2021

(insert date) (insert month)

BETWEEN

The Body Corporate for The Quays CTS 33891 ("the Body Corporate")

of Emerald Lakes, 3047-3083 Quay S Drive, Carrara QLD 4211

AND

Archers BCM (Gold Coast) Pty Ltd 29 088 272 913
("the Manager")

of Level 3 "Southport Central Tower 3", 9 Lawson Street, Southport Qld 4215

ABOUT THIS AGREEMENT

This Agreement is produced by the SCA (Qld). It provides for the engagement of a professional manager by a Body Corporate.

This Agreement may only be used by professional managers holding a ***Practicing Certificate*** issued by SCA (Qld).

Under this Agreement, the Body Corporate appoints the Manager as the body corporate manager for the Scheme.

TERMINATION OF THE AGREEMENT

This Agreement is a binding legal document. The engagement of the professional manager may be terminated only in accordance with Clause 12.

TERM, OPTIONS AND PRICES

This Agreement may be for a term of up to three years (including options) - See Clause 3.

All costs expressed in dollar ($) terms exclude any applicable GST – See Clause 14.

SPECIAL CONDITIONS TO THE AGREEMENT

Any special conditions to this Agreement appear in Item J.

COPYRIGHT AND REPRODUCTION

The copyright in this Agreement is owned by SCA (Qld). Only a Manager who holds a current ***Practicing Certificate*** issued by SCA (Qld) or other person authorised in writing by SCA (Qld) may use this Agreement or reproduce it for the purpose of the manager's use only (including scanned copies for electronic archival). In all other cases reproduction, including retyping, of this Agreement is prohibited without prior written consent of SCA (Qld).

FURTHER ADVICE

Body corporate managers and others seeking to use this Agreement should seek independent legal advice if questions exist concerning any provisions contained within this Agreement.

ARCHERS
THE STRATA PROFESSIONALS

Postal Address:	PO Box 10664 Southport BC Qld 4215
Street Address:	Level 3 "Southport Central Tower 3" 9 Lawson Street Southport Qld 4215
Phone:	07 5552 0700
Fax:	07 5528 1036
Email:	goldcoast@abcm.com.au

STANDARD CONDITIONS

1. INTRODUCTION

1.1 All words having a defined meaning in the Act have the same meaning in this Agreement (unless the context otherwise requires).

1.2 In this Agreement, terms in bold in the Reference Schedule have the meanings shown opposite them.

1.3 Unless the context otherwise permits

a) “Act” means the Body Corporate and Community Management Act (Qld) 1997;

b) “Additional Services” means those services stated in Items C & D of the Reference Schedule;

c) “Agreed Services” means those services stated in Item B of the Reference Schedule;

d) “Authorised Powers” means all those powers of the executive committee members of the Body Corporate that are capable of exercise by a body corporate manager under the Act unless otherwise amended or excluded under the Special Conditions to this Agreement;

e) “Committee” means the committee chosen by the Body Corporate pursuant to the Act;

f) “CPI” means the Consumer Price Index (All Groups) for Brisbane as published by the Australian Bureau of Statistics;

g) “Disbursements” means the disbursements listed in Item E of the Reference Schedule.

h) “Module” means the regulation module of the Act applying to the Scheme from time to time, which at the commencement of the Agreement is the module referred to in Item J of the Reference Schedule;

i) “Privacy Act” means the ***Privacy Act*** 1988 (Cth);

j) “Reference Schedule” means the reference schedule annexed to this Agreement;

k) “Review Date” means each anniversary of the commencement date of this Agreement;

l) “SCA (Qld)” means Strata Community Association (Qld) Limited ACN 163 881 927;

m) “Scheme” means the community title scheme for which the Body Corporate is the body corporate;

n) “Special Conditions” means the special conditions noted in Item J of the Reference Schedule;

o) “Standard Conditions” means the standard condition applying to this Agreement;

p) “Term” means the term set out in Item A of the Reference Schedule.

1.4 A reference to an Item is a reference to the applicable Item in the Reference Schedule.

1.5 This Agreement comprises the -

a) Standard Conditions;

b) Special Conditions (if any); and

c) Reference Schedule.

1.6 Where there is any inconsistency between any Special Condition to this Agreement and the Standard Conditions, the Special Condition prevails.

2. WHAT IS THIS AGREEMENT?

2.1 The Body Corporate appoints the Manager as the body corporate manager for the Scheme and the Manager accepts the appointment.

2.2 The Manager is engaged by the Body Corporate (as an independent contractor and not as an employee of the Body Corporate) to supply administrative services only (comprising the Agreed Services and the Additional Services where applicable) to the Body Corporate.

2.3 The parties acknowledge and agree that the appointment of the Manager is not an engagement of the Manager under Chapter 3 Part 5 of the Module.

2.4 For the avoidance of doubt, the Body Corporate acknowledges and agrees that this Agreement is not a property maintenance agreement and that the Manager is not required under this Agreement to carry out any property maintenance for the Scheme.

3. WHAT IS THE TERM OF THIS AGREEMENT?

3.1 The Manager is appointed for the Term.

4. WHAT ARE THE DUTIES OF THE MANAGER UNDER THIS AGREEMENT?

4.1 The Manager must supply the Agreed Services stated in Item B to the Body Corporate in accordance with the terms of this Agreement.

4.2 The Manager may supply the Additional Services stated in Items C & D to the Body Corporate at the Body Corporates request.

4.3 The Body Corporate must pay the Manager the Additional Fees for the provision of the Additional Services.

4.4 During the Term, the Manager shall have the custody of the common seal of the Body Corporate.

4.5 The Manager will at all times comply with:

a) the Act;

b) the Module;

c) the code of conduct in the Act applying to professional managers; and

d) the ***Code of Ethical Conduct*** published by SCA (Qld).

4.6 The Body Corporate will use its best endeavours to ensure the voting committee members at all times aware of their obligations under and shall comply with, the code of conduct in the Act applying to voting committee members.

5. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER?

5.1 The Body Corporate authorises the Manager to exercise the Authorised Powers.

5.2 The Manager shall only exercise the Authorised Powers to facilitate the performance of the Agreed Services or any Additional Services.

5.3 The Manager is not under any obligation to exercise the Authorised Powers except to the extent necessary to facilitate the performance of the Agreed Services and the Additional Services.

5.4 Without limiting clause 5.2, the Manager is specifically authorised to administer funds controlled by the Body Corporate.

5.5 The authorisation given by the Body Corporate to the Manager to exercise the Authorised Powers under this clause 5 does not:

a) make the Manager responsible for performing the statutory functions of the Body Corporate or the Committee;

b) relieve the Body Corporate or the Committee of their statutory functions.

5.6 The Body Corporate specifically authorises the Manager to:

a) obtain quotations for insurances required to be effected by the Body Corporate under the Act or the Module;

b) effect, on behalf of the Body Corporate such insurances as the Body Corporate directs the Manager to obtain;

c) pay insurance premiums from the Body Corporates funds; and

d) submit insurance claims to the Body Corporates insurers which the Body Corporate acknowledges forms part of the Additional Services.

5.7 The Body Corporate agrees and acknowledges that the Manager, in performing the service under clause 5.6, is not providing advice, nor is the Manager obliged to provide advice as to what insurance policy or policies the Body Corporate ought effect and the Body Corporate agrees and acknowledges it does not rely on the Manager (nor is it reasonable to rely on the Manager) to advise in respect of which insurances may be suitable for the Body Corporate and/or the extent, nature ,level or appropriateness of any insurance policy effected from time to time by the Body Corporate.

6. HOW IS THE MANAGER TO BE PAID?

6.1 The Body Corporate must pay the Manager:

a) for the performance of the Agreed Services – the fee stated in Item B (as reviewed in accordance with this Agreement) at the time indicated in Item B;

b) for the performance of the Additional Services – the fees stated in Items C & D (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties; and

c) for Disbursements associated with the provisions of the Agreed Services or the Additional Services – the amount stated in Item E (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties.

6.2 The Manager may -

a) charge the Body Corporate for Disbursements at the rates stated in Item E for the Agreed Services and Additional Services (which may include a margin above cost to the Manager);

b) keep fees received by it for:

(a) information which the Manager must supply about the Body Corporate under the Act or the Module (e.g. information certificate under section 205 of the Act);

(b) services supplied at the request of lot owners (e.g. information required to prepare a disclosure statement under section 206 of the Act); and

6.3 The Body Corporate must pay fees for Agreed Services, the Additional Fees and the Disbursements by EFT or direct debit (at the election of the Manager) to the Manager's nominated account, or otherwise as directed by the Manager from time to time;

6.4 When the Term is greater than one (1) year, the Body Corporate agrees that on each anniversary of the commencement date of this Agreement the Manager may increase the fee for the Agreed Services to an amount which is the greater of:

a) The fee paid for the immediately preceding year increased by the fixed percentage increase amount stated in Item F ; and

b) The amount calculated using the following formula:

$$A \times \frac{B}{C}$$

where:

A is the fee payable for the year immediately prior to the Review Date;

B is the CPI determined for the quarter ending immediately prior to the Review Date;

C equals the CPI determined for the quarter ending immediately prior to commencement of the year last concluded.

6.5 The Body Corporate agrees that the fees and charges payable for the Additional Services and Disbursements may be increased by the Manager on 1 July each year following commencement of this Agreement and the Body Corporate must pay the increased fees and charges by the Manager at the reviewed rate from time to time.

7. HOW DOES THE BODY CORPORATE GIVE INSTRUCTIONS TO THE MANAGER?

7.1 The Body Corporate must nominate in writing a person who must be a committee voting member to communicate with the Manager on behalf of the Body Corporate (the Nominee). In the event that no person is nominated by the Committee, the chairperson of the Committee is taken to be the Nominee.

7.2 The Body Corporate may replace the Nominee by written notice to the Manager.

8. DISCLOSURE OF ASSOCIATES

8.1 If the Body Corporate considers and / or proposes to enter into a contract with a provider of goods and / or services and that provider is an associate of the Manager, then the Manager must disclose the relationship to the Body Corporate:

a) the Manager is aware of the proposed contract then before the contract is entered into; or

b) otherwise as soon as it becomes aware that the contract is being and/or has been entered into.

8.2 The Manager discloses that at the commencement of this Agreement it is associated with the providers of goods and services stated in Item H and that shall be sufficient disclosure of these relationships for the purposes of clause 8.1 and the disclosure requirement in the Module.

8.3 Where the Manager has an arrangement with the provider of goods and/or services and the body corporate enters into a contract with that provider, then the details of any benefit received will be disclosed:

8.4 With the exception of any arrangement disclosed by the Manager as described in clause 8.3, the Manager must not, without the prior consent of the Body Corporate receive any benefit from any contractor or supplier because the Body Corporate entered into an agreement with the contractor or supplier.

9. RELEASE & INDEMNITY BY THE BODY CORPORATE

9.1 The Body Corporate:

a) Releases, discharges and forever holds harmless the Manager (to the extent permitted by law) from any damages, losses, liabilities, costs, expenses and/or claims arising from or in connection with any act or omission of the Body Corporate that did not result from a negligent act or omission of the manager; and

b) Indemnifies and keeps indemnified the Manager against any damages, losses, liabilities, costs, expenses or claims incurred by the Manager (including the Manager being made a party to any litigation commenced by or against the Body Corporate); arising from or in connection with any act or omission of the Body Corporate that did not result from a negligent act or omission of the Manager.

10. BODY CORPORATE WARRANTY

10.1 The Body Corporate warrants it has validly passed any necessary resolutions required to enable it to enter into this Agreement with the Manager or give any authorisation under it.

11. TRANSFER OF THIS AGREEMENT

11.1 This Agreement may be transferred by the Manager only in accordance with the Act.

12. TERMINATING THIS AGREEMENT

12.1 Either party may terminate this Agreement in accordance with the Act and/or the Module.

12.2 The Manager may terminate this Agreement at any time and for any reason by giving 60 days written notice to the Body Corporate.

12.3 If the Body Corporate fails to pay the Manager any amount owing to it under this Agreement and the failure continues for a period of 14 days after notice of the failure is given to the Body Corporate by the Manager, then:

a) the Manager may terminate this Agreement by giving 30 days written notice to the Body Corporate; and

b) the Body Corporate will reimburse the Manager for the Manager's costs of recovering that amount from the Body Corporate, including any legal costs on an indemnity basis

13. BODY CORPORATE RECORDS

13.1 On expiry or earlier termination of this Agreement, the Manager must deliver to the Body Corporate its seal and the records and other documents in accordance with the Act and the Module.

13.2 The Manager acknowledges that it does not have a lien over the seal and the records and other documents of the Body Corporate.

13.3 Without any obligation to on the part of the Manager, the Body Corporate authorises the Manager to hold any document of the Body Corporate in photographic or electronic image form.

14. GOODS AND SERVICES TAX

14.1 For the purposes of this clause, a goods and services tax ("GST") means any tax imposed by any government or regulatory authority which is a tax on goods and services, a tax on consumption, a value-added tax or any similar impost.

14.2 Unless GST is expressly included, any fee or consideration expressed to be payable by the Body Corporate under any part of this Agreement does not include any GST that may be payable on the supply for which the fee or consideration is paid.

14.3 The Body Corporate must pay to the Manager, in addition to any fee or consideration payable for the Agreed Services, Additional Services or Disbursements, any additional amount of GST payable on the supply of those services.

14.4 The Body Corporate and the Manager agree to do all things, including providing tax invoices and other documentation, necessary or desirable to assist the other in claiming any input tax credit, adjustment or refund for any GST payable under this Agreement.

15. MISCELLANEOUS

15.1 Any notice required to be given or served by either party to this Agreement shall be given or served in the same manner as is provided for in the ***Property Law Act (Qld) 1974***.

15.2 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force unless the basic purposes of this Agreement would be defeated by severance of the offending provision. This Agreement shall be governed and construed with reference to the laws in force in the state of Queensland.

16. PRIVACY ACT

16.1 If the Manager holds Personal Information under this Agreement, the Manager must, subject to the Act, comply with Australian Privacy Principle 11 set out in Schedule 1 of the Privacy Act. For the purposes of this clause, "Personal Information" has the same meaning as in the Privacy Act.

Administration Agreement
Engagement of a Body Corporate Manager

For use by SCA (Qld) members with a Practicing Certificate

REFERENCE SCHEDULE | BODY CORPORATE MANAGEMENT ADMINISTRATION AGREEMENT

ITEM

A. TERM OF AGREEMENT

A contracted term of 1 year commencing on 4 October 2021 and ending on 3 October 2022

Does the Manager hold a SCA (Qld) ***Practising Certificate*** ☒ YES ☐ NO

Does the Manager have professional indemnity insurance? ☒ YES ☐ NO

If so, how much? $ 10,000,000

B. FEES FOR AGREED SERVICES

The fee for Agreed Services shall be $12,430.00 per annum payable in advance on the 1st of January, 1st of April, 1st of July and 1st of October.

The agreed services are as follows:

Secretarial
Description
Convene and attend the Annual General Meeting (AGM) up to [2] hours
Call nominations for the position of executive and ordinary members of the Committee and motions
Prepare and distribute the notice of AGM and ancillary documentation for statutory motions
Record, distribute and file minutes of AGM
Prepare and distribute notices for committee meetings based on [4] meetings
Attend committee meetings based upon [4] meetings up to [2] hours for each meeting
Record, distribute and file minutes of committee meetings up to [4] number of meetings
Arrange for the appointment of a returning officer (***the engagement of the returning officer will be an additional expense to the Body Corporate – if required for a general meeting and will be charged at cost)***
Financial
Description
Open, maintain and operate a bank account for the administrative fund and sinking fund
Prepare a statement of accounts for each financial year
Prepare a draft budget for each financial year
Issue notices to lot owners for payment of contributions
Receipt and bank levies
Process and pay accounts
Prepare Financial records and statements as required by the Regulations for the Module (ref: Item I)

Administration Agreement
Engagement of a Body Corporate Manager

For use by SCA (Qld) members with a Practicing Certificate

Agreed Services Continued
Administrative
Description
Pay insurance premiums and organise renewal quotations for renewals
Establish and maintain the roll and registers
Maintain and keep records
Receive and administer routine correspondence (***i.e. simple requests and providing general information)***

C. ADDITIONAL PROFESSIONAL SERVICES (*exclusive of GST)*

Type of Additional Service	Charged	Amount ($)
Travel expenses to attend On-Site	At ATO Rates	ATO Rate
Issuing Work Orders (***plus attendance fees at hourly rates – see item D***)	Work Order	56.00
Voting Outside Committee (Flying Minute)	Per Flying Minute	97.00
Reconvened Meeting	Each time	193.00
Security & Digital Infrastructure	Per Lot	17.50
Preparation of Information for Audit of Records (o***r at hourly rate – depending on the size of the scheme***)	Flat rate	200.00
Archive and data storage fee	Per Lot	6.70
On-charging of expenses	Per Invoice	20.50
Business Activity Statements (BAS) [1-100 Lots]	Per Quarter	200.00
[101-200 Lots]		288.00
[200+ Lots]		319.00
Preparation of Instalment Activity Statements (IAS)		32.00
Arrears Collection [1st Notice]	Per Owner in arrears and on charged to owner of Lot	25.00
[2nd Notice]		35.00
[3rd Notice]		55.00
[Legal action referral fee]		99.00
[Management of levy repayment plan] - per month		10.00
Reversal of Discount on Levy Payment	Per transaction	15.30
Reversal of Penalty Interest	Per transaction	15.30
Term Deposit re-investment fee	Per action	20.50
Prepare and issue special levy	Per Levy	84.00

Administration Agreement
Engagement of a Body Corporate Manager

For use by SCA (Qld) members with a Practicing Certificate

D. HOURLY RATE | ADDITIONAL PROFESSIONAL SERVICES (*exclusive of GST)*

Schedule of hourly rates for Additional Professional Services are as follows:

Position	Hourly Rate
Director(s)	280.00
Insurance Manager	198.00
Strata Community Manager	214.00
Associate Community Manager	132.00
Accountant	168.00
Assistant Accountant	132.00
Administrative Staff	112.00

Additional services charged at hourly rates are:

Description
Any agreed services required to be undertaken outside of normal business hours (***being 8:30am to 5:00pm, Monday to Friday***).
Preparation of notice of meeting, distribution of minutes and attendance at meetings in excess of those stated in the agreed services (***including EGMs, Flying Minutes and Reconvened meetings).***
Any reasonable and lawful request by the Body Corporate which is not stated in Item B as an agreed service.
Collection of levy arrears.
Prepare and distribute other levy notices (e.g. utility on-charging notices).
Provide advice to individual lot owners.
Insurance claim handling – other than when MAI Strata Pty Ltd are the approved Insurance Agent.
Preparation of Application or Legal Action/Submission to Commissioner for Body Corporate and the Building Services Authority or Solicitors.
Arranging for Lodgement of Documents with Department of Natural Resources and Mines.
Enforcement of by-laws including preparation of breach notices.
Liaison with Independent Contractors including major contracts.
Preparation of Cash Flow Analysis (***Accountant hourly rate).***
Reconciliation of Utilities (***Accountant hourly rate).***
Prepare and issue Ballot Papers (***Associate Community Manager rate).***
Preparation of income taxation return (***fee includes payment to external tax agent, Archer Gowland).***
Receive and administer non-routine correspondence ***(i.e. circumstances where we must obtain committee instructions).***

Administration Agreement
Engagement of a Body Corporate Manager

For use by SCA (Qld) members with a Practicing Certificate

E. DISBURSEMENTS *(exclusive of GST)*

Are the Disbursements for the Agreed Services

☒ Flat Rate per Lot
☐ Cost per Item

Flat Rate per Lot Fixed amount per annum: $6,780.00 ($60.00 per lot)

Disbursements are charged per item are as follows:

Type of Disbursement	Charged	Amount ($)
Telephone Calls	Per Call	0.53
Telephone Calls – Mobile		At Cost
Telephone Calls – Interstate and overseas		At Cost
Facsimile	Per Page	0.40
Photocopy (black and white 1 x single-sided copy)		0.59
Photocopy (colour)		0.59
Printing (BC Max)		0.59
Envelopes – DL Standard	Per Envelope	0.35
Ballot		1.53
Other		0.625
Reply Paid		0.715
Postage		Aust Post
Labels	Each	0.31
Archived records retrieval	Per Box	At Cost
Emails	Per Recipient	1.00
Scanning	Per Page	0.71
Dividers	Each	0.34
Divider packet		3.60
Sleeves		0.51
Manilla Folders		0.42
Manilla Files		2.19
Lever Arch Files	Per File	4.07
Levy Form	Per Form	0.74
Electronic Funds Transfer	Per Transfer	1.22
Letter head and follow on page	Per Page	0.33

Administration Agreement
Engagement of a Body Corporate Manager

For use by SCA (Qld) members with a Practicing Certificate

F. FIXED PERCENTAGE INCREASE

If the agreement is for more than one year, the fixed percentage increase is the higher of 3% or CPI.

G. DISCLOSURE OF ASSOCIATES

Providers that are associates of the Manager and the nature of the relationship.

Name of Company: Strata Compliance Solutions Pty Ltd
Relationship: Subsidiary Company of Archers, the Strata Professionals Pty Ltd
Work Performed: Provider of fire safety services, workplace health and safety services and quantity surveying services

Name of Company: ARC Utilities Pty Ltd
Relationship: Subsidiary Company of Archers, the Strata Professionals Ltd
Work Performed: Provider of utility management services

Name of Company: Smart Strata Pty Ltd
Relationship: Subsidiary Company of Archers BCM (Brisbane) Pty Ltd
Work Performed: Provider of contractor listings and education services

Name of Company: MAI Strata Pty Ltd
Relationship: Subsidiary Company of Archers BCM (Brisbane) Pty Ltd
Work Performed: Provider of insurance management services

H. DISCLOSURE OF COMMISSIONS

The Manager or MAI Strata do not receive any Commissions or Fees from insurers or brokers should it place the body corporate insurance business. Any fee payable, which is fully disclosed to the body corporate, is paid directly by the body corporate.

I. RELEVANT MODULE

☐ Standard ☐ Commercial

☒ Accommodation ☐ Small Schemes

J. SPECIAL CONDITIONS (INCLUDING AMENDMENTS TO THE STANDARD CONDITIONS)



Administration Agreement
Engagement of a Body Corporate Manager

For use by SCA (Qld) members with a Practicing Certificate

Execution by Counterparts

This Agreement may be executed in any number of counterparts and all counterparts taken together will constitute one instrument.

Electronic Execution

The parties agree that this Agreement and any or similar or associated documents that are required to be signed by any Authorised Signatory for and on behalf of each party, may be signed, and are taken to have been signed, by that person using an electronic or digital signature.

Execution by Body Corporate without seal – may be required due to lack of seal, or lack of ability to have document executed properly under seal (i.e. counterparts etc)

Signed for and on behalf of the Body Corporate for **The Quays 33891** by its duly authorised representatives:

____Position (circle): [Chairperson, Secretary, Ordinary Member,
(Name) Body Corporate Manager engaged under Chapter 3]

____Position (circle): [Chairperson, Secretary, Ordinary Member,
(Name) Body Corporate Manager engaged under Chapter 3]

Each of the persons above warrant that they hold the positions stated above and are duly authorised to sign this agreement on behalf of the Body Corporate.

THE COMMON SEAL of the Body Corporate for:

THE QUAYS CTS 33891

was affixed pursuant to an ordinary resolution of the Body Corporate in the presence of:

____
(Signature)

____
(Name)

____
(Designation)

____
(Signature)

____
(Name)

____
(Designation)

____
(Date)

Affix Body
Corporate
Seal Here



Administration Agreement
Engagement of a Body Corporate Manager

For use by SCA (Qld) members with a Practicing Certificate

EXECUTED by Archers BCM (Gold Coast) Pty Ltd pursuant to Section 127 of the Corporations Act 2001

____
(Director Signature)

____
(Name)

____
(Date)

____
(Director Signature)

____
(Name)

____
(Date)

Emerald Lakes - The Quays CTS 33891

Body Corporate and Community Management Act 1997
Body Corporate and Community Management (Accommodation Module) Regulation 2020

Proxy Form

for Body Corporate General Meetings

To: The Secretary
Emerald Lakes - The Quays CTS 33891

I/We (full name(s) ____________________

Signature ____________________ Dated: ____________

Signature ____________________ Dated: ____________

being the owner(s) of Lot(s) ____________________ on CTS 33891

appoint (full name(s) ____________________

as my / our proxy to vote on my / our behalf (including adjournments) at (tick one):-

- ☐ the General Meeting to be held on 1 October 2021
  or
- ☐ all general meetings held before ____________________
  or
- ☐ all general meetings held during the rest of the body corporate's financial year (i.e. to 31 March 2022) unless I/we serve you with a prior written withdrawal of the appointment.

Signature of proxy holder ____________________ Dated ____________

Residential address: of proxy holder ____________________

____

Postal address of proxy holder ____________________

____

The Regulations set out a number of restrictions on the use of proxies, including an ability for the body corporate to further restrict their use including prohibition.

If there is insufficient space, please attach separate sheets.

A vote by proxy must not be exercised at a General Meeting for electing or appointing a member of the committee.

A vote by proxy must not be exercised on a motion to be decided by Secret Ballot.

A vote by proxy must not be exercised on a motion to appoint a Service Contractor.

Body Corporate & Community Management Act 1997
Body Corporate & Community Management (Accommodation Module) Regulation 2020

CORPORATE OWNER NOMINEE FORM

To: The Secretary
Emerald Lakes - The Quays CTS 33891

Body Corporate Name:	Emerald Lakes – The Quays CTS 33891
Name of Corporation:	
Lot Number (s):	

The following individual is the nominee of a Corporate Owner or Corporate Mortgagee in Possession, being a Corporation entitled to be entered on the roll of the Body Corporate and is authorised to exercise or perform any power, authority, duty or function conferred by or under the *Body Corporate and Community Management Act 1997* on the corporation as the owner of the said lot.

Details for entry in the roll are:

Full name of Nominee:	
Residential Address of Nominee:	
Address for service of Nominee:	
Date of appointment of Nominee:	
Signature of Nominee:	
Dated:	

Execution by the Corporation:

The Common Seal of the Corporation named in this document was affixed by authority of its Board of Directors in the presence of:	X
	X

OR

Executed for and on behalf of the Corporation named in this document where the company does not have a common seal, in accordance with section 127(1) of Corporations Act 2011 (Cth)	X
	X

DOC-REF 100D16

VALUE The Owners Choice Strata Management

STRATAVOTE

Extraordinary General Meeting

Body Corporate for Emerald Lakes – The Quays CTS 33891
Andries Dennis Doves & Susan Leslie Doves
Representing lot 3006
Online voting closes on 30 September 2021 05:00 PM

Welcome Notice	Agenda	Attachments	Voting Paper

Committee intro to Owners.pdf (../StrataMeeting/ShowAttachment.ashx?attachmentID=87DAA6D9C8803FF964BF2FF0D8176CED&invitationID=600E6777A21186A60BAFB05C23CD8FFD&rpl=

Sinking Fund Forecast Dec 2020.pdf (../StrataMeeting/ShowAttachment.ashx?attachmentID=FCAD9290C44456AE2C795EF02D696639&invitationID=600E6777A21186A60BAFB05C23CD8FFD&rpl=

BC Admin Services - Summary and Recommendation.pdf (../StrataMeeting/ShowAttachment.ashx?attachmentID=A292062EB0C77F1841968D26B9F08447&invitationID=600E6777A21186A60BAFB05C23CD8FFD&rpl=1

Value Strata Management - Letter of Introduction.pdf (../StrataMeeting/ShowAttachment.ashx?attachmentID=907ED529CD260BB9213345D29F012A9D&invitationID=600E6777A21186A60BAFB05C23CD8FFD&rpl=

VSM BC Agreement - The Quays CTS33891.pdf (../StrataMeeting/ShowAttachment.ashx?attachmentID=006C4B457FD80CB159CC1184A0B12F1E&invitationID=600E6777A21186A60BAFB05C23CD8FFD&rpl=

Vision Strata Services tender proposal.pdf (../StrataMeeting/ShowAttachment.ashx?attachmentID=347DFA62729E9829663BE4DDFBFECD30&invitationID=600E6777A21186A60BAFB05C23CD8FFD&rpl=

Vision Strata 2021 ADMIN AGREEMENT - 1 Year.pdf (../StrataMeeting/ShowAttachment.ashx?attachmentID=353D050AE558322586A88A24426F790C&invitationID=600E6777A21186A60BAFB05C23CD8FFD&rpl=1

Ernst Body Corporate Management's Cover Letter 2 September 2021.pdf (../StrataMeeting/ShowAttachment.ashx?attachmentID=63BE374A72549E2701F474A5444C8EA7&invitationID=600E6777A21186A60BAFB05C23CD8FFD&rpl=1

Ernst SCA Administration Agreement -.pdf (../StrataMeeting/ShowAttachment.ashx?attachmentID=177C45C80AE604B970E0349205B5CB1F&invitationID=600E6777A21186A60BAFB05C23CD8FFD&rpl=1

Archers the Strata Professionals proposal.pdf (../StrataMeeting/ShowAttachment.ashx?attachmentID=3099E77402A5E478905EC5991B5572A9&invitationID=600E6777A21186A60BAFB05C23CD8FFD&rpl=1

Archers the Strata Professionals - administration agreement.pdf (../StrataMeeting/ShowAttachment.ashx?attachmentID=89BF61D28B5F49B0F966038B66388A56&invitationID=600E6777A21186A60BAFB05C23CD8FFD&rpl=1

Proxy Form.pdf (../StrataMeeting/ShowAttachment.ashx?attachmentID=8051BDF5572BEBF5B7FE1E9415AD5326&invitationID=600E6777A21186A60BAFB05C23CD8FFD&rpl=1

Next ➔

Corp Nom Form.pdf (../StrataMeeting/ShowAttachment.ashx?attachmentID=2F027CC65F2B6A335AA4D12F0C9F5D63&invitationID=600E6777A21186A60BAFB05C23CD8FFD&rpl=

attachmentID=2E627CC65F2B6A335AA4D12E0C9E5D63&invitationID=060E6777A21186A66BAFB65C23CD8F1D&rpi=

Next

DOC-REF 100D17

Extraordinary General Meeting

Body Corporate for Emerald Lakes – The Quays CTS 33891
Andries Dennis Doves & Susan Leslie Doves
Representing lot 3006
Online voting closes on 30 September 2021 05:00 PM

Welcome Notice | Agenda | Attachments | Voting Paper

Save

Submit

1 Committee Welcome

Dear Quays Residents,

I would like to introduce your new body corporate committee members for FY21/22. From left to right: Kaye Glover, Margaret Comber, Jock Alexander, Chris Mathew, Fiona Day, Greg Norris and myself, Darren McLean. I have been a resident and lot owner at Emerald Lakes since 2005 and I love being part of our community. If you see myself walking around with my wife Jessie and children, Charlotte and Chloe, please stop and say hello. This is my first time serving on the body corporate, and with 20 years construction and business management experience I hope to assist with some of the current building issues and implementation of professional procedures that will save time and money.

The committee met yesterday for a site walk and our first informal meeting and we discussed some of the current issues that were raised at the recent AGM. The issues discussed included reviewing last year's financial statements, adopting a new budget for the current year, roof and building repairs, building cladding compliance, pool security and appointment of a new body corporate manager.

Today you will receive a notice for an Extraordinary General Meeting (EGM) to be held on **Thursday 30th September 2021 at 6pm** (location TBC but likely Koko Maria). We encourage all residents to attend this EGM to hear the committee's explanations and recommendations, ask questions and cast your vote on several important matters.

Yesterday you should have received a notice for our first "formal" Committee Meeting to be held on Tuesday 21st September 2021 in the Community Room. You are welcome to attend this meeting and listen in, however there will not be any lot owner voting at this meeting.

The new committee intends to address body corporate matters and decision-making processes in a more open and transparent way, and we plan to hold resident consultation sessions from time to time in the community room so you have the opportunity to share your concerns and solutions for making our community better. We will also send you updates via email from time to time.

Kind regards,

Darren McLean

Chairperson - The Quays CTS 33981

Committee intro to Owners (../StrataMeeting/ShowAttachment.ashx?attachmentID=87DAA6D9C8803FF964BF2FF0D8176CED&rpl=1&invitationID=600E6777A21186A60BAFB05C23CD8FFD)

2 Confirmation of Minutes of Previous Meeting — Ordinary Resolution

Statutory Motion Submitted by Strata Committee

That the minutes of the Annual General Meeting held on 24 August 2021 be confirmed as a true and accurate account of that meeting.

◯ YES ◯ NO ◯ ABSTAIN

✔ Save Submit ➔

3 Audit of Accounts — Ordinary Resolution

Submitted by Strata Committee

That the body corporate commission an audit of all financial transactions of the preceding financial year spanning 1/4/20 to 31/3/21 for a fee not exceeding $5000.

◯ YES ◯ NO ◯ ABSTAIN

4 Administrative Fund Budget and Contributions — Ordinary Resolution

Submitted by Strata Committee

That the Administration Fund Budget for the financial year ending 31 March 2022 totalling $572.000.00 including provision for GST be adopted at the rate of $5061.95 per contribution schedule lot entitlement with contributions to be levied by three (3) instalments. This amount is subject to a twenty percent (20%) discount if paid prior to the due date and 2.5% per month late payment penalty interest.

Period	Amount	Issue Date	Due Date
01/04/21 to 31/07/21	$177,055.00	Already Issued	
01/08/21 to 30/11/21	$196,945.00	01/10/21	01/11/21
01/12/21 to 31/03/22	$198,000.00	01/12/21	01/01/22
Total:	**$572,000.00**		

(Aggregate Lot Entitlements = 113)

And further that the Administration Fund contributions for the first contribution period of the next financial year be approved as follows:

Period	Amount	Issue Date	Due Date
01/04/22 to 31/07/22	$198,000.00	01/04/22	01/05/22

◯ YES ◯ NO ◯ ABSTAIN

✔ Save Submit ➔

5 Sinking Fund Budget and Contributions — Ordinary Resolution

Submitted by Strata Committee

That the Sinking Fund Budget for the financial year ending 31 March 2022 totalling $215,000.00 including provision for GST be adopted at the rate of $1,902.65 per contribution schedule lot entitlement with contributions to be levied by three (3) instalments. This amount is subject to a twenty percent (20%) discount if paid prior to the due date and 2.5% per month late payment penalty interest.

Period	Amount	Issue Date	Due Date
01/04/21 to 31/07/21	$67,065.00	Already Issued	
01/08/21 to 30/11/21	$72,935.00	01/10/21	01/11/21
01/12/21 to 31/03/22	$75,000.00	01/12/21	01/01/22
Total:	**$215,000.00**		

(Aggregate Lot entitlements = 113)

And further that the Sinking Fund contributions for the first contribution period of the next financial year be approved as follows:

Period	Amount	Issue Date	Due Date
01/04/22 to 31/07/22	$75,000.00	01/04/22	01/05/22

Sinking Fund Forecast Dec 2020 (../StrataMeeting/ShowAttachment.ashx?attachmentID=FCAD9290C44456AE2C795EF02D696639&rpl=1&invitationID=600E6777A21186A60BAFB05C23CD8FFD)

◯ YES ◯ NO ◯ ABSTAIN

✔ Save Submit ➔

6 Cessation of Services - Peak Body Corporate Management

Ordinary Resolution Without use of Proxies

Submitted by Strata Committee

That, pursuant to clause 1.2 of the Peak Body Corporate Services agreement, and acting as provided for in section 140(2) of the accommodation module of regulation, the Body Corporate for The Quays CTS 33891 hereby gives notice of termination of the current agreement upon expiry on the end date of 3 October 2021.

Explanatory notes:

The body corporate may terminate the agreement under the Act. The body corporate chose not to renew this engagement at its 2021 AGM and has elected to have it expire on 3 October 2021 being the end of the term.

The body corporate rely upon section 129 of the accommodation module of regulation which states -

s129 Term of engagement of body corporate manager

...

(3) To remove any doubt, it is declared that at the end of the term—

(a) the engagement expires; and
(b) the person can not act again as the body corporate manager without a new engagement.

A new engagement has not been provided and accordingly the engagement will end on 3 October 2021 should this motion be carried.

◯ YES ◯ NO ◯ ABSTAIN

7 Committee Summary and Recommendation - Body Corporate Manager

The Committee have sought tenders from a range of service providers. All four tenders received are included in full for your consideration. Committee have summarised the key comparisons and made recommendations as set out in the table attached below.

BC Admin Services - Summary and Recommendation (../StrataMeeting/ShowAttachment.ashx?attachmentID=A292062EB0C77F1841968D26B9F08447&rpl=1&invitationID=600E6777A21186A60BAFB05C23CD8FFD)

8 Appointment of a Body Corporate Manager

This Group of Same Issue Motions provides the body corporate a choice of administrative service contractors for the ensuing year. The motion that qualifies with the highest number of votes in favour will be the decision of the body corporate.

✔ Save Submit ➔

8.1 Engagement of Value Strata Management

Ordinary Resolution Without use of Proxies

Submitted by Strata Committee

That, under the terms of the attached agreement that is to be signed by the body corporate, Value Strata Management is engaged as body corporate manager for a term of one year starting on 4 October 2021 and finishing on 3 October 2022 for a fee of $95 plus GST per lot per annum & $75 plus GST per lot per annum for disbursements.

VALUE Introduction (../StrataMeeting/ShowAttachment.ashx?attachmentID=907ED529CD260BB9213345D29F012A9D&rpl=1&invitationID=600E6777A21186A60BAFB05C23CD8FFD)

VALUE Agreement (../StrataMeeting/ShowAttachment.ashx?attachmentID=006C4B457FD80CB159CC1184A0B12F1E&rpl=1&invitationID=600E6777A21186A60BAFB05C23CD8FFD)

◯ YES ◯ NO ◯ ABSTAIN

8.2 Engagement of Ernst Body Corporate Management

Ordinary Resolution Without use of Proxies

Submitted by Strata Committee

That, under the terms of the attached agreement that is to be signed by the body corporate, Ernst Body Corporate Management is engaged as body corporate manager for a term of one year starting on 4 October 2021 and finishing on 3 October 2022 for a fee of 120 plus GST per lot per annum & $70 plus GST per lot per annum for disbursements.

ERNST Introduction (../StrataMeeting/ShowAttachment.ashx?attachmentID=63BE374A72549E2701F474A5444C8EA7&rpl=1&invitationID=600E6777A21186A60BAFB05C23CD8FFD)

ERNST Agreement (../StrataMeeting/ShowAttachment.ashx?attachmentID=177C45C80AE604B970E0349205B5CB1F&rpl=1&invitationID=600E6777A21186A60BAFB05C23CD8FFD)

◯ YES ◯ NO ◯ ABSTAIN

8.3 Engagement of Vision Strata Management

Ordinary Resolution Without use of Proxies

Submitted by Strata Committee

That, under the terms of the attached agreement that is to be signed by the body corporate, Vision Strata Management is engaged as body corporate manager for a term of one year starting on 4 October 2021 and finishing on 3 October 2022 for a fee of 135 plus GST per lot per annum & $93 plus GST per lot per annum for disbursements.

VISION Introduction (../StrataMeeting/ShowAttachment.ashx?attachmentID=347DFA62729E9829663BE4DDFBFECD30&rpl=1&invitationID=600E6777A21186A60BAFB05C23CD8FFD)

VISION Agreement (../StrataMeeting/ShowAttachment.ashx?attachmentID=353D050AE558322586A88A24426F790C&rpl=1&invitationID=600E6777A21186A60BAFB05C23CD8FFD)

◯ YES ◯ NO ◯ ABSTAIN

✔ Save Submit ➔

8.4 Engagement of Archers Body Corporate Management — Ordinary Resolution Without use of Proxies

Submitted by Strata Committee

That, under the terms of the attached agreement that is to be signed by the body corporate, Archers Body Corporate Management is engaged as body corporate manager for a term of one year starting on 4 October 2021 and finishing on 3 October 2022 for a fee of $110 plus GST per lot per annum & $60 plus GST per lot per annum for disbursements.

ARCHERS Introduction (../StrataMeeting/ShowAttachment.ashx?attachmentID=3099E77402A5E478905EC5991B5572A9&rpl=1&invitationID=600E6777A21186A60BAFB05C23CD8FFD)

ARCHERS Agreement (../StrataMeeting/ShowAttachment.ashx?attachmentID=89BF61D28B5F49B0F966038B66388A56&rpl=1&invitationID=600E6777A21186A60BAFB05C23CD8FFD)

○ YES ○ NO ○ ABSTAIN

Explanatory notes:

A group of same issue motions provides opportunity to vote for or against one or more of the motions within the group.

✔ Save Submit ➔