

# SSKB Administration Agreement

**BETWEEN**

The Agent Stewart Silver King and Burns (NSW) Pty Ltd (SSKB) of Suite 18, level 1/75 Wharf St, Tweed Heads, NSW 2485, PO Box 657, Tweed Heads NSW 2485 ABN 30 098 060 952. "Agent"

Licensee: Paul Wood Licence No. 1454891 Telephone: 07 5536 8401 Email: sskb@sskb.com.au

**AND**

The Owners Strata Plan [insert number] [enter name of Owners Corp] "Owners Corporation" of [insert address of owners corp].

## 1 Term

The Term means How many years. Commencing on the [choose start date] and finishing on the [choose finish date].

## 2 Fees and Service

For \$ per lot per annum (incl GST) secretarial fee, plus \$ per lot per annum (Incl GST) disbursement fees, SSKB will perform the Agreed Services for the Owners Corporation.

Clause 4.9 and 4.10 refer to commission disclosure.

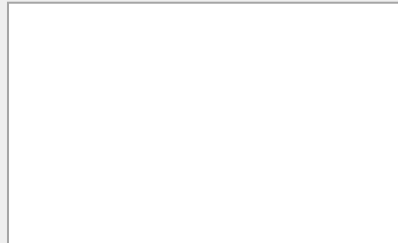
- 2.1 All fees for services and disbursements included in this agreement are inclusive of GST.
- 2.2 **Fee Payment Method.** Fees for the agreed services and disbursements associated with the agreed services are payable in advance in quarterly instalments. Additional service fees and charges which may be incurred are payable monthly in arrears. SSKB is authorised to automatically deduct these amounts from Owners Corporation funds.
- 2.3 **Review Date** -Where the term is greater than one (1) year on the anniversary of the agreement, the service fees for the agreed services in the agreement will increase by 5% or CPI (all groups Sydney) whichever is the greatest.. Fees for the additional services and charges will increase annually.
- 2.4 The services included within this Agreement are detailed at clause 3. Items or activities not listed are beyond the scope of this Agreement and are not covered by the secretarial fees stated at clause 2.1.

Services requested outside of the items listed in clause 3 will attract a fee-for-service including any disbursements associated with extra fee-for-service activity.

## Signing Clause

THE COMMON SEAL of: The Owners Corporation Strata Plan [insert number] [enter name of Owners Corp] was affixed pursuant to an ordinary resolution of the Owners Corporation in the presence of:

\_\_\_\_\_  
 (Signature 1)  
 \_\_\_\_\_  
 (Print name & designation)  
 \_\_\_\_\_  
 (Signature 2)  
 \_\_\_\_\_  
 (Print name & designation)  
 \_\_\_\_\_  
 (Date)



EXECUTED by its duly authorised representative on behalf of: Stewart Silver King and Burns (NSW) Pty Ltd

\_\_\_\_\_  
 (Signature 1)  
 \_\_\_\_\_  
 (Print name & designation)  
 \_\_\_\_\_  
 (Signature 2)  
 \_\_\_\_\_  
 (Print name & designation)  
 \_\_\_\_\_  
 (Date)

**Service:** The Owners Corporation acknowledges receipt of a copy of this agreement within 48 hours of execution by the Owners Corporation. Refer to the Notes to the SSKB Agreement when executing this agreement.

Name

Date

## 3 The Agreed Services

### Annual General Meeting

SSKB will:

- 3.1 Prepare statutory motions required for the annual general meeting agenda.
- 3.2 Distribute the notice agenda, voting paper and attachments relating to the statutory motions plus the SSKB agreement for the annual general meeting.
- 3.3 for the annual general meeting including the Distribute financial statements and audit reports.
- 3.4 Attend the annual general meeting for two hours, including a concurrent executive meeting and any reconvened meeting, providing the meeting is held between 8:30am and 5:00pm on a business day.
- 3.5 Advise on routine meeting procedures.
- 3.6 Attend to one revision of the minutes of the AGM.
- 3.7 Make the SSKB office available as the venue for holding the AGM.
- 3.8 Record and distribute the minutes of the annual general meeting including the concurrent executive meeting and any reconvened meeting.

### Committee Meetings

SSKB will:

- 3.9 Prepare and distribute the notice for committee meetings plus a post annual general meeting committee meeting per year for the duration of this agreement.
- 3.10 Attend committee meetings per year for the duration of this agreement for hours each, providing the meeting is held between 8:30am and 5:00pm on a business day.
- 3.11 Advise on routine meeting procedure.
- 3.12 Make the SSKB office available as the venue for the committee meeting.
- 3.13 At meetings provide the committee with advice on standard *Owners Corporation* industry matters.
  - 3.14 Attend to one revision of the minutes of each meeting.
  - 3.15 Record and distribute the minutes of committee meetings per year for the duration of this agreement.

### Financial Matters

SSKB will:

- 3.16 Establish and maintain the trust account for the *Owners Corporation*.
- 3.17 Open, maintain and operate one bank account.
- 3.18 Receipt funds to and reconcile the *Owners Corporation* bank account using the software nominated by SSKB.
- 3.19 Through the use of the Hub Payment Portal, process and pay the invoices received by the *Owners Corporation*, providing those invoices are appropriately approved.
- 3.20 Issue the levy notices for owners' fees up to Number times per year.
- 3.21 Receipt and reconcile fees paid by owners.
- 3.22 Prepare for the purposes of discussion and approval by the committee a draft administrative and sinking fund budget each financial year.
- 3.23 Prepare accrued accounts at the end of the *Owners Corporation* financial year.
- 3.24 Pay approved insurance premiums from the *Owners Corporation* funds.
- 3.25 Maintain a list of unpaid owners' levies.

### Records

SSKB will:

- 3.26 Keep a list of names and addresses provided by owners.
- 3.27 Make the records of the *Owners Corporation* available for inspection.
- 3.28 Where provided by the *Owners Corporation*, keep the documents of the *Owners Corporation*, but not the archive records.
- 3.29 Keep custody of the common seal.
- 3.30 Manage data on software nominated by SSKB.

### Administrative

SSKB will:

- 3.31 Manage insurance claims where the insurance is placed through SSKB's nominated broker.
- 3.32 Receive correspondence on behalf of the *Owners Corporation*.
- 3.33 Arrange for the appointment of a returning officer for a general meeting.
- 3.34 Provide a call centre for general enquiries.
- 3.35 Be appointed the Public Officer (for the purposes of signing statutory documents as instructed by the strata committee).

3.36 Provide minutes and documents on the *Owners Corporation* portal and generally manage the site on behalf of the *Owners Corporation*.

## 4 Procedural Matters

4.1 The *Owners Corporation* warrants that it has resolved and has authority to enter into the Agreement.

4.2 The “agent” holds a strata managing agent’s licence under the Agents Act and the licence will be maintained while the Agreement is in force.

4.3 SSKB as the agent, holds professional indemnity insurance of \$5,000,000.

4.4 Manner of accounting to the *Owners Corporation* is annually on an accrued basis with monthly status reports containing financial statements provided to the *Owners Corporation* Committee on-line.

4.5 The *Owners Corporation* appoints the agent as the strata managing agent for the strata scheme; and subject to clause 4.6 and the authorities and limitations in Schedule A1, delegates the agreed services and additional services to the agent from the date of commencement until the expiry of the term or termination of the agreement in accordance with the Act or the terms of this Agreement.

4.6 To the extent necessary, the authorities delegated to the agent do not constitute a delegation by the *Owners Corporation* of its power to make a delegation under section 52 of the Act. The authorities do not make the agent responsible for performing the statutory functions of the *owners corporation* and it does not relieve the *owners corporation* or the *owners corporation committee* of their statutory functions and responsibilities; or on a decision on a matter required by the Act to be decided by the *Owners Corporation*; or a determination relating to the levying or payment of contributions; or prevent the *Owners Corporation* or the committee from performing all or any of the agreed services or additional services (if any).

4.7 Fees and Charges. The *Owners Corporation* must pay the agent the fees and charges associated with the agreed services and fixed fee disbursements and any additional services and charges performed in accordance with Schedule A2 and Schedule B and D.

4.8 SSKB is entitled to retain fees received for provision of information as required under the Act including information supplied to third parties and for any other services delivered to owners or agents in their individual capacity in accordance with the additional services fees contained in Schedule B and D.

4.9 In addition to the fees and charges in clause 4.7 and 4.8, SSKB is entitled to fees for its services as disclosed in Schedule C1 and C2 as follows:

*SSKB* may retain rebates, discounts and commissions paid to it by the providers of goods and services to the *Owners Corporation* as described in schedule C1 and C2 or as otherwise notified and agreed in writing from time to time.

4.10 If the *Owners Corporation* delegates the *agent* to arrange insurance cover and later places its own insurance cover, then the agreed service fee shall be increased by the amount the *agent* would have received in commission.

4.11 The *agent* must account to the *Owners Corporation* for money received by the agent on behalf of the *Owners Corporation* to the address notified in the Agreement for the *Owners corporation*.

4.12 Termination. The agreement ends at the expiry of the Term unless the *Owners Corporation* extends the agreement in accordance with section 50(4) of the Act.

Both the *Owners Corporation* and SSKB, by mutual consent, have rights of termination of this Agreement.

Additionally, if either SSKB or the *Owners Corporation* is in breach of the agreement and fails to remedy the breach within 30 days of a written notice being provided of the particulars of the breach, the agreement may be terminated.

For example, SSKB may, without prejudice to any other rights it may have, terminate this *Agreement* at any time within the term if the *Owners Corporation* fails to pay the manager any amount owing to it under this *Agreement* and the failure continues for 30 days after notice of the failure is given, then the Manager may terminate the Agreement by giving 30 days notice to the *Owners Corporation*.

Statutory Appointment of Managing Agent. The agency *Agreement* is terminated on the appointment of a strata managing agent under Section 237 of the Act and if so, the agent will not be entitled to any remuneration by way of commission or otherwise in respect of any period after termination of the agency *Agreement*. The agent will not be entitled to any payment by reason of the early termination of the agency *Agreement*.

4.13 Upon the expiry or earlier termination of the *Agreement* by either party, SSKB’s Handover Procedure and the *Owners Corporation Act and Regulations* will apply to handing over the *Owners Corporation* records. The *Owners Corporation* authorises SSKB to deduct from the *Owners Corporation* funds any outstanding fees and charges whatsoever prior to

completing the hand over of the records. The Handover Procedure is located on the SSKB website: [www.sskb.com.au](http://www.sskb.com.au)

4.14 SSKB, with the written consent of the *Owners Corporation*, which consent shall not be unreasonably withheld, is entitled to transfer this *Agreement* to another party in accordance with the *Owners Corporation Act and Regulations*.

The *Owners Corporation*, and the transferee must enter into a transfer *Agreement*, unless the agent elects to enter into a new *Agreement*.

4.15 SSKB is authorised to administer funds controlled by the *Owners Corporation*, and is entitled to select the financial institution which holds the bank account for the *Owners Corporation*.

4.16 SSKB is entitled to select industry specific software for operating the *Owners Corporation* records and financial administration and the *Owners Corporation* will pay the costs charged by the supplier of this software.

4.17 The *Owners Corporation* authorises SSKB to obtain quotations for insurance coverage for the *Owners Corporation*, to place insurance as the *Owners Corporation* directs, and to pay the premiums out of the *Owners Corporation* funds. The *Owners Corporation* acknowledges that SSKB does not provide advice about insurance. The *Owners Corporation* maintains its responsibility for selecting its own policy and ensuring it is adequate.

4.18 The *Owners Corporation* will provide instructions to SSKB through the Chairperson, or from time to time, a person nominated by the *Owners Corporation*. SSKB should be advised in writing by the *Owners Corporation* of alternative nominees.

4.19 The *Owners Corporation* will indemnify SSKB if it incurs expense, is held liable for any damages or costs, or is a party to any litigation, arising during the proper performance of this *Agreement*.

4.20 Any notice given pursuant to this *Agreement* shall be given or served in the same manner as is provided for in the *Property Law Act (NSW) 1974*.

4.21 If anything in this *Agreement* is unenforceable, illegal or void then it is severed for the rest of the *Agreement* and the balance of the terms in the *Agreement* remain in force unless their basic purpose would be defeated by the severance of the offending term.

4.22 The *Owners Corporation* acknowledges that this *Agreement* does not relate to property maintenance and that SSKB is not required under this *Agreement* to carry out property maintenance services for the Scheme.

4.23 SSKB does not provide management services for the purposes of Fire and Rescue NSW and it is recommended that the *Owners Corporation* seeks advice about fire issues on a regular basis to avoid non-compliance.

4.24 SSKB may keep the *Owners Corporation* records in either paper, photographic or electronic form.

4.25 Once the terms have been agreed the *Agreement* should be signed by the agent and submitted in duplicate to the *Owners Corporation* for execution by two members of the *Owners Corporation* or the secretary and any other member of the committee.

4.26 The agent may not be entitled to any fee for services performed unless a copy of the *Agreement* signed by the agent on the *Owners Corporation* is provided to the *owners corporation* within 48 hours of execution of the agreement.

## 5 Disclosure of Associates

5.1 SSKB discloses the following related parties:

Name of Company
Stewart Silver King and Burns Pty Ltd ACN 138 492 556 Ultimate holding company
SSKB Holdings Pty Ltd - ACN 100 073 872 Subsidiary company of Stewart Silver King and Burns Pty Ltd and shareholder of the subsidiary companies nominated below:
<b>Subsidiary Companies of SSKB Holdings Pty Ltd:</b>
Stewart Silver King and Burns (Brisbane) Pty Ltd ACN 078 545 329
Stewart Silver King and Burns (Gold Coast) Pty Ltd ACN 069 399 864
Stewart Silver King and Burns (Sunshine Coast) Pty Ltd ACN 010 953 054
Stewart Silver King and Burns (Victoria) Pty Ltd ACN 114 836 172
SSKB <i>Owners Corporation</i> Management Pty Ltd ACN 100 137 862
SSKB Strata Consulting Pty Ltd - ACN 076 320 413
Silver Asset Services Pty Ltd - ACN 071 843 304
SSKB Tax Compliance Pty Ltd - ACN118 610 736
Symland Pty Ltd ACN 054 260 383 trading as Star Building Management Pty Ltd ACN 054 260 383
SSKB Financial Services Pty Ltd - ACN 113 402 985 Subsidiary of SSKB Holdings and shareholder in the Chevron Island franchise of the Bendigo Bank

## 6 Special Conditions

6.1 **[Insert any special conditions here]**

# Schedule A1

NOTE: Where this Schedule A1 provides for choices and no choice is selected, Full Authority with no Limitations” applies.. DO NOT delete any item in this Schedule, as it may render the Agreement in breach of the Property Stock and Business Agents Act 2002. If a duty/function does not apply mark the box “No authority”

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

# Schedule A2 \*

NOTE: Full authority is provided for the duties and functions listed in the schedule subject to the extent of any limitations on authority stated in this table.

DUTIES AND FUNCTIONS	LIMITATIONS ON AUTHORITY E.G. ON EXPENDITURE (IF NOTHING STATED, THEN NO LIMITATIONS APPLY)	SSKB FEE METHOD
<b>Undertaking the financial management of funds and books of account.</b>	<ul style="list-style-type: none"> <li>▪ Establish and maintain the trust account for the <i>Owners Corporation</i></li> <li>▪ Open, operate and maintain one bank account.</li> <li>▪ Issue up to three notices to lot owners for payment of contributions each year</li> <li>▪ Prepare a draft administrative and capital works fund budget for each financial year for submission to the strata committee.</li> <li>▪ Receipt funds and reconcile the owns corporation bank account.</li> <li>▪ Prepare accrued accounts at the end of the <i>Owners Corporation</i> financial year.</li> <li>▪ Process and pay pproved and coded accounts excluding the cost of EFT transmissions.</li> <li>▪ Maintain a list of unpaid owners levies</li> <li>▪ Pay approved insurance premiums from the <i>Owners Corporation</i> funds.</li> </ul>	Included in Agreed Services Fee and Fixed Disbursement Fees
<b>Strata Manager's Fees</b>	<ul style="list-style-type: none"> <li>▪ Pay the agreed management fees and dsbursements</li> <li>▪ Pay strata committee approved additional fees and disbursements</li> </ul>	Pay the agreed services fee and fixed disbursement fee in accordance with the <i>Management Agreement</i> and the additional fees in accordance with Schedule B of the <i>Agreement</i> .
<b>Insurance</b>	<ul style="list-style-type: none"> <li>▪ Arranging quotations for insurance renewal for the scheme's insurances</li> <li>▪ Paying insurance premiums from the <i>Owners Corporation</i> funds</li> <li>▪ Attending to claims matters where the insurance is placed through SSKB's nominated broker.</li> </ul>	Included in Agreed Services Fee and Fixed Disbursements Fees
<b>SECRETARIAL</b>		
<b>Holding Documents and maintaining records relating to the <i>Owners Corporation</i>.</b>	<ul style="list-style-type: none"> <li>▪ Maintaining the strata roll, notices and minutes of meetings.</li> <li>▪ Keep reports, contracts, registered documents .</li> <li>▪ Receive and maintain a correspondence.</li> <li>▪ Hold the common seal.</li> <li>▪ Record and retain notices</li> <li>▪ Be the public officer</li> </ul>	Included in Agreed Services Fee and Fixed Disbursement Fee
<b>By-Laws &amp; Disputes Recovery of Levies</b>	<ul style="list-style-type: none"> <li>▪ Issuing a notice to comply with a by-law on instruction from the strata committee</li> <li>▪ Issuing notices in relation to lot owners in arrears for strata fees.</li> </ul>	Additional Fees as per Schedule B and where no fixed fee, the relevant hourly rate..
<b>MEETINGS</b>		
<b>Annual General Meeting and Committee Meetings</b>	<ul style="list-style-type: none"> <li>▪ Arranging and undertaking administrative duties in relation to annual general meetings, strata committee meetings and other general meetings.</li> <li>▪ Attending the annual general meeting and the agreed number of committee meetings provided they are held within 8.30 am to 5pm on a business day.</li> <li>▪ Prepare and forward agendas and minutes</li> </ul>	Included in Agreed Services Fee and Fixed Disbursement Fee.
<b>ADMINISTRATIVE</b>		
<b>Repairs &amp; Maintenance</b>	<ul style="list-style-type: none"> <li>▪ Arranging repairs to and maintaining common property or engaging qualified tradespersons to do <i>Standard Work</i>, with limitations on expenditure that may be incurred by the agent without obtaining the approval of the committee.</li> <li>▪ Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i>, and the appointment on behalf of the <i>Owners Corporation</i> of a principal contractor with the meaning of regulation 293 of the WHS Regulation 2011 for such <i>Non-Standard Work</i>, with limitations on expenditure that may be incurred by the agent without obtaining the committee's approval.</li> </ul>	Additional Fees and Disbursements as per Schedule B relevant hourly rates.

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

<b>DUTIES AND FUNCTIONS FEE FOR SERVICE ITEMS</b>	<b>LIMITATION ON AUTHORITY</b>	<b>SSKB FEE METHOD</b>
<b>ADDITIONAL FINANCIAL</b>		Additional Fee-for-Service as Contained in Schedule B and where no specific fee, the relevant hourly rate.
<ul style="list-style-type: none"> <li>▪ Preparation of BAS returns (quarterly)</li> </ul>	No limitations on agents authority	
<ul style="list-style-type: none"> <li>▪ Preparation of audit packs</li> </ul>	No limitations on agents authority	
<ul style="list-style-type: none"> <li>▪ Instalment Activity Statement Returns</li> </ul>	No limitations on agents authority	
<ul style="list-style-type: none"> <li>▪ Additional accrued financial statements</li> </ul>	<i>Owners Corporation</i> or Strata committee instruction	
<ul style="list-style-type: none"> <li>▪ Annual CPI calculation relating to contractor fees</li> </ul>	No limitations on agents authority	
<ul style="list-style-type: none"> <li>▪ On-charging/Recharges (per notice)</li> </ul>	<i>Owners Corporation</i> or Strata committee instruction	
<ul style="list-style-type: none"> <li>▪ Prepare and issue special levy notices</li> </ul>	<i>Owners Corporation</i> or Strata committee instruction	
<ul style="list-style-type: none"> <li>▪ On request refund of overpayments (charged to lot owner)</li> </ul>	No limitations on agent's authority	
<ul style="list-style-type: none"> <li>▪ Dishonoured cheques (charged to lot owner)</li> </ul>	No limitations on agent's authority	
<ul style="list-style-type: none"> <li>▪ TFN/ABN/GST setup/deregistration (for existing buildings)</li> </ul>	<i>Owners Corporation</i> or Strata committee instruction	
<ul style="list-style-type: none"> <li>▪ <i>Owners Corporation</i> set up fees – New schemes and re-subdivisions</li> </ul>	<i>Owners Corporation</i> or Strata committee instruction	
<ul style="list-style-type: none"> <li>▪ Rectification of reconstruction of <i>Owners Corporation</i> accounting records upon take over of management</li> </ul>	<i>Owners Corporation</i> or Strata committee instruction	
<ul style="list-style-type: none"> <li>▪ Invest/withdraw investment / transfer funds at direction of <i>Owners Corporation</i> or strata committee</li> </ul>	<i>Owners Corporation</i> or Strata committee instruction	
<ul style="list-style-type: none"> <li>▪ Changing banks – operating account (includes opening new account and closing old account at direction of <i>Owners Corporation</i> or strata committee</li> </ul>	<i>Owners Corporation</i> or Strata committee instruction	
<ul style="list-style-type: none"> <li>▪ Bulk utility accruals (per annum or quarterly)</li> </ul>	No limitations on agent's authority	
<ul style="list-style-type: none"> <li>▪ Maintain payroll, superannuation and employee related expenses for any <i>Owners Corporation</i> employees.</li> </ul>	No limitations on agent's authority	
<ul style="list-style-type: none"> <li>▪ Authorising for payment and coding of invoices and on charges where a committee member or building manager has not been made responsible.</li> </ul>	<i>Owners Corporation</i> or Strata committee instruction	
<ul style="list-style-type: none"> <li>▪ Register of Plant Annual Returns</li> </ul>	No limitations on agent's authority	
<ul style="list-style-type: none"> <li>▪ Recoding of expenses</li> </ul>	<i>Owners Corporation</i> or Strata committee instruction	
<b>RECOVERY OF ANY MONEY OWING IN RELATION TO LEVIES</b>		
<ul style="list-style-type: none"> <li>▪ Serving notices in accordance with the agreed arrears recovery process.(reminder, overdue and letter of demand).</li> </ul>	No limitations on agent's authority	
<ul style="list-style-type: none"> <li>▪ Any other matter related to levy recovery</li> </ul>	Strata committee instruction.	
<ul style="list-style-type: none"> <li>▪ Applications for Discount and Payment Plans</li> </ul>	<i>Owners Corporation</i> or strata committee instruction.	
<b>INSURANCES</b>		
<ul style="list-style-type: none"> <li>▪ Attending to insurance matters, including claims, where the insurance is not placed through an SSKB nominated Broker and the <i>Owners Corporation</i> resolves to place its own insurance cover and no commission is received by the OC Manager.</li> </ul>	<i>Owners Corporation</i> or strata committee instruction.	Additional Services as contained in Schedule B relevant hourly rate.
<ul style="list-style-type: none"> <li>▪ Arrange for a valuation for the purpose of insurance renewal.</li> </ul>	<i>Owners Corporation</i> or strata committee instruction.	

<b>ADDITIONAL SECRETARIAL SERVICES</b>		
<ul style="list-style-type: none"> <li>Provide section 109 certificate sooner than required by the Strata Schemes Management Regulations.</li> </ul>	No limitations on agent's authority	Additional Services as fees as per the Act & Regulations. Additional Fee-for-Service as Contained in Schedule B and where no specific fee, the relevant hourly rate.
<ul style="list-style-type: none"> <li>Reconcile account and Issue welcome letter to new owners</li> </ul>	No limitations on agent's authority	
<ul style="list-style-type: none"> <li>Advice provided to and written communication with individual lot owners, residents and other parties</li> </ul>	No limitations on agent's authority (subject to limitations on access imposed by legislation).	
<ul style="list-style-type: none"> <li>Prepare and distribute additional documents, reports and quotations not mentioned under agreed services as attached to general and strata committee meeting material</li> </ul>	<i>Owners Corporation</i> or strata committee instruction.	
<ul style="list-style-type: none"> <li>Prepare and distribute notices including correspondence to tenants.</li> </ul>	No limitations on agent's authority	
<ul style="list-style-type: none"> <li>Prepare, print and distribute circulars, bulk owner or occupant mail-outs, CTTT correspondence, consultants reports, plans and drawings, legal advice.</li> </ul>	<i>Owners Corporation</i> or strata committee instruction.	
<ul style="list-style-type: none"> <li>Any agreed services required to be undertaken outside of normal business hours</li> </ul>	<i>Owners Corporation</i> or strata committee instruction.	
<ul style="list-style-type: none"> <li>Any matter to do with management rights transfers</li> </ul>	<i>Owners Corporation</i> or strata committee instruction.	
<ul style="list-style-type: none"> <li>Obtaining quotations and ordering of Reports – Workplace Health and Safety, Sinking Fund Reports</li> </ul>	<i>Owners Corporation</i> or strata committee instruction.	
<ul style="list-style-type: none"> <li>Storage/archiving of <i>Owners Corporation</i> records</li> </ul>	No limits on agent's authority	
<b>BY-LAWS AND DISPUTES</b>		
<ul style="list-style-type: none"> <li>Preparation and lodgement of applications for mediation, adjudication, tribunal orders, briefing lawyers and/or relevant attendances</li> </ul>	<i>Owners Corporation</i> or Strata committee instruction	Additional Services as contained in Schedule B and where no specific fee the relevant hourly rate
<ul style="list-style-type: none"> <li>Represent the <i>Owners Corporation</i> in tribunal or court proceedings</li> </ul>	<i>Owners Corporation</i> or Strata committee instruction	
<ul style="list-style-type: none"> <li>Work associated with by-laws (amendments, additions, deletions, registrations, enforcement and breaches).</li> </ul>	<i>Owners Corporation</i> or Strata committee instruction	
<b>MEETINGS</b>		
<ul style="list-style-type: none"> <li>Attending meetings outside business hours including where both annual general and concurrent executive meetings and adjourned general meetings last longer than 2 hours in total.</li> </ul>	No limitations on agent's authority	Additional Services as contained in Schedule B and where no specific fee the relevant hourly rate
<ul style="list-style-type: none"> <li>Attending strata committee meetings which last longer than 2 hours in total</li> </ul>	No limitations on agent's authority	
<ul style="list-style-type: none"> <li>Prepare and distribute notices and minutes of additional strata committee and general meetings</li> </ul>	<i>Owners Corporation</i> or Strata committee instruction	
<ul style="list-style-type: none"> <li>Prepare and distribute notices and minutes of Resolutions pursuant to Sch 2 Part 2 Clause 9.</li> </ul>	<i>Owners Corporation</i> or Strata committee instruction	
<ul style="list-style-type: none"> <li>Travel for meetings where agreed</li> </ul>	No limitations on agent's authority	
<b>REPAIRS AND MAINTENANCE AND RISK MANAGEMENT SERVICES – Standard Work</b>		
<ul style="list-style-type: none"> <li>Arrange for non-routine (other than regular service providers such as cleaner or gardener) repairs and maintenance of the common property.</li> </ul>	No limitations on agents authority	Additional Services as contained in Schedule B and where no specific fee the relevant hourly rate
<ul style="list-style-type: none"> <li>Obtain approval from nominated strata committee member prior to arranging works</li> </ul>	No limitations on agents authority	



<ul style="list-style-type: none"> <li>Arrange for verification of currency of trades and service providers credentials such as license and public liability insurance details.</li> </ul>	No limitations on agents authority	
<ul style="list-style-type: none"> <li>Obtain quotations for Standard Works for repair, maintenance and/or replacement of common property or specified personal property vested in the <i>Owners Corporation</i> (where process takes more than 15 minutes)</li> </ul>	No limitations on agents authority	
<ul style="list-style-type: none"> <li>Arrange building inspections and reports</li> </ul>	<i>Owners Corporation</i> or strata committee Instruction	
<ul style="list-style-type: none"> <li>Arrange for execution of contracts pursuant to the Home Building Act 1989 (NSW)</li> </ul>	<i>Owners Corporation</i> or strata committee Instruction	
<ul style="list-style-type: none"> <li>Work in relation to defect rectification, major refurbishment projects or involving briefing engineers, architects, solicitors or other consultants</li> </ul>	<i>Owners Corporation</i> or strata committee Instruction	
<b>REPAIRS / MAINTENANCE &amp; RISK MANAGEMENT SERVICES – Non Standard Work</b>		
<ul style="list-style-type: none"> <li>Arrange for contractors, consultants and / or any other supplier of trades or services to attend to Non-Standard Works on the common property</li> </ul>	<i>Owners Corporation</i> or strata committee Instruction	Additional Services as contained in Schedule B and where no specific fee the relevant hourly rate
<ul style="list-style-type: none"> <li>Handle repairs and maintenance emergencies involving Non-standard Work outside of business hours through emergency call line</li> </ul>	<i>Owners Corporation</i> or strata committee Instruction	
<ul style="list-style-type: none"> <li>Obtain quotes for repair and maintenance of common property of the <i>Owners Corporation</i> involving Non-Standard Works</li> </ul>	<i>Owners Corporation</i> or strata committee Instruction	
<ul style="list-style-type: none"> <li>Arranging for annual fire safety inspection and subsequent administration / lodgement of annual fire safety statement with council.</li> </ul>	<i>Owners Corporation</i> or strata committee Instruction	
<ul style="list-style-type: none"> <li>Work relating to certification of items of “plant” as defined by Workcover NSW or otherwise requiring registration with a certifying authority.</li> </ul>	No limitations on agents authority	
<ul style="list-style-type: none"> <li>Work relating to arrangement of annual risk inspection and report, review of report and presentation of its findings to strata committee</li> </ul>	<i>Owners Corporation</i> or strata committee Instruction	
<ul style="list-style-type: none"> <li>Work in relation to risk management, occupational health and safety and compliance with the Environmental Protection Act.</li> </ul>	<i>Owners Corporation</i> or strata committee Instruction	
<b>OTHER SERVICES</b>		
<ul style="list-style-type: none"> <li>Management of key register or otherwise administer keys or other access devices on behalf of the <i>Owners Corporation</i></li> </ul>	No limitations on agents authority	Additional Services as contained in Schedule B and where no specific fee the relevant hourly rate
<ul style="list-style-type: none"> <li>Any other services that can be provided by the managing agent not included in Schedule A2.</li> </ul>	<i>Owners Corporation</i> or strata committee Instruction	
<ul style="list-style-type: none"> <li>Software Licence Fee</li> </ul>	No limitations on agents authority	Additional Services as contained in the Fee For Service Schedule ( as per service provider)
<ul style="list-style-type: none"> <li>Tax Returns</li> </ul>	No limitations on agents authority	
<ul style="list-style-type: none"> <li>Trust Account Audit</li> </ul>	No limitations on agents authority	

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

## Schedule B - Fees

Item	Charge (inclusive of GST)	Unit
<b>Secretarial and Financial Fee-for-Service</b>	<b>Hourly Rate (Inclusive GST)</b>	<b>Body Corporate Set Up Fees Fee-for-Service Per Item Rate</b>
Consultants per hour	\$275	New Schemes \$550-\$1,100
Community Managers (CM) per hour	\$275	Existing Schemes A minimum of \$495 or by negotiation
Accountant per hour	\$203.50	Re-subdivisions/lot entitlement changes – Asst.Acct/Consult/hourly rate
Assistant Accountant/Assistant Community Manager per hour	\$137.50	Changing Banks operating account (opening and closing accounts) \$110
Administrative Staff per hour	\$104.50	
Arrears Staff per hour	\$137.50	
Local travel for meetings plus disbursement fees	\$66	
<b>Financial Services Fee-for-Service</b>	<b>Per Item Rate</b>	<b>Administrative Fee-for-Service Per Item Rate</b>
Audit Pack Preparation fee (the greater of)	\$11 per lot or \$550	Nomination Fee incl disbursements \$4.29 notice
Business Activity Statement (BAS)	\$330/return	Change of ownership (welcome packs) incl disbursement fees \$16.50 ea
Instalment Activity Statement Returns	\$155/return	Attend to workers comp returns & Register of Plant Annual Returns \$66/per return
Annual CPI calculation / Managers Fees	\$82.50	
Additional accrued periodic financial statements	\$440 per report	<b>Debt Recovery Management - Per Item Rate</b>
Attending to Payroll Processing	\$16.50 per employee per period	Preparation and issue of Reminder Notice \$33/notice
Issuing notices and attending to queries re second debtor non payments.	\$33/1 <sup>st</sup> Notice \$198/L.O.D	Preparation and issue of Overdue Notice \$66/notice
<b>On-Charging Fee-for-Service</b>	<b>Per Item Rate</b>	Preparation and issue of Letter of Demand (plus out of pocket expenses). \$198/letter
Recharges including on-charging to lot owners and related bodies corporate	\$10.45/notice	Standard search fee \$37.50
		Additional Statements \$11
		Managing payment plans Arrears staff rate
		Other unspecified items or duties as performed from time to time by SSKB at the cost nominated by SSKB

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## Schedule C – Disclosure Schedule

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

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
IAGB - Insurance Aid General Brokers Partnership Pty Ltd.  Whitbread Insurer Brokers	SSKB may, if it places the insurance for the <i>Owners Corporation</i> , receive a share of the commission received by the insurance broker of between 0 and 75% of the commission paid by the insurer.  The commission is disclosed in the Insurance report provided with the scheme's AGM notice.	If the insurance is placed with one of SSKB nominated brokers, the commission disclosed in Schedule C may be applicable, depending on the terms negotiated by the broker with the insurer.  If SSKB receives a commission, all claims work and other work associated with insurance matters are covered by the commission. Where the OC manager does not receive a commission, additional service fees based on the hourly rates specified in Schedule B are applicable to insurance matters and claims work.



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

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

**Schedule D – Charges and Associated Fees.**

ITEM For Additional Services	Charge (inclusive of GST) Per Unit
<b>Additional Service Disbursements</b>	
Telephone calls	Telstra Cost + 30% per call
EFT Remittance Transmission	\$0.55 per EFT
Cheques incl envelope & postage	\$1.76 per cheque posted
SMS	Cost + 30% per SMS
<b>Photocopying :</b>	
A4 Black and White	47c per print
A3 Black and White	79c per print
A4 In Colour	79c per print
A3 In Colour	\$1.89 per print
Special Levy /Additional levy Forms	55c per Form Plus envelope and postage
<b>Envelopes Incl Labels:</b>	
Envelopes Small	\$0.33 ea
Envelopes Large	\$0.55 ea
Secret Ballot/Secret motion /incl coloured paper	\$1.65 ea
Returning Officer Envelope	\$1.10 + postage per envelope
<b>Postage:</b>	
Domestic	AusPost charges + 30%
International	AusPost charges + 30%
<b>Document Storage:</b>	<b>Electronic and Hard Copy</b>
<b>Physical and Electronic storage</b>	
Storage per box per week	\$6.82 Per Week 1 <sup>st</sup> box
Additional boxes	55c per week per additional box
Electronic storage a box equals approx 100 MB of storage this includes scanning, and indexing of docs.	
Permanent removal (storage facility charge)	\$4.70 Per Box
Retrieval and Refile from storage	\$10.78 Box
Archive Box	\$6.60 each
<b>Recovered Costs which include but are not limited to:</b>	
<b>Sundry :-</b>	
Eg. Catering	Cost + 30%
Courier Fees	Cost + 30%
<b>Non Local Travel &amp; Meetings:-</b>	
Travel expenses, teleconferences	Provider Cost + 30% ATO Car Rates + 30% & Airfares at cost + 15%
<b>PP &amp; S Costs:-</b>	
Additional stationery & equipment	Cost + 30%
<b>OTHER</b>	
Tax Return Fee as negotiated with external provider	\$412.50 <100 lots \$522.50 >100 lots
Software Licence Fee	As per service provider
Other unspecified items or duties as performed from time to time by SSKB at the cost nominated by SSKB	

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