

# SydneyStrataReport

property strata inspections

0478 151999 | (02) 80114701 | [servicedesk@stratareport.net.au](mailto:servicedesk@stratareport.net.au) | [www.stratareport.net.au](http://www.stratareport.net.au)



## STRATA REPORT

Client	Oxford Agency
Address of property	Unit 3/265 Palmer Street, Darlinghurst, NSW.
Lot	3
Strata Plan	SP 49738
Name of Strata Management Co.	Jamesons Strata Management
Telephone Number of Strata Agent	8969 3300
Report Date	24 February 2023

## General Information

Owner's Name	Lauren Maree Freedman
Unit Entitlement.	19
Total Unit Entitlement.	1,000

## Levy Contributions

Administration Fund contribution.	\$266.50
Capital Works Fund contribution.	\$235.15
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$18,073.13
Capital Works Fund Balance.	\$471,862.71

## Insurances

Building Insurance	Yes
Sum Insured	\$7,944,656.00
Insurance Company	Flex Insurance
Due Date	11 March 2024
Fire Safety Report ?	N/A
Certificate Date.	N/A
Pet Friendly?	Owners corporation permission needed.

## Meetings

Annual General Meeting 25 November 2020	Administration Fund set at \$54,000.00 p.a. Capital Works Fund set at \$42,000.00 p.a.
--	---

	<p>Building insurance continued,                  All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled.                  Strata Committee Meeting:                  Meeting formalities recorded only.                  Meeting closed.</p>
<p>Annual General Meeting                  26 October 2021</p>	<p>Administration Fund set at \$51,000.00 p.a.                  Capital Works Fund set at \$45,000.00 p.a.                  Building insurance continued,                  Motion 21: Restoration works proceeding quite well on the north façade and balconies.                  All other matters were meeting formalities and general maintenance as per the scan below,                  Strata Committee Meeting:                  Meeting formalities recorded only.                  Meeting closed.</p>
<p>Annual General Meeting                  6 September 2022</p>	<p>Administration Fund set at \$56,100.00 p.a.                  Capital Works Fund set at \$49,500.00 p.a.                  Building insurance continued,                  All other matters were meeting formalities including renovation approvals and general maintenance as per the scan below,                  Strata Committee Meeting:                  \$300,000.00 in investment funds to be reinvested by the committee when the term matures.                  Meeting formalities recorded only.                  Meeting closed.</p>
<p>Annual General Meeting</p>	<p>Administration Fund set at \$                  Capital Works Fund set at \$                  Building insurance continued,                  All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled.                  Meeting closed.</p>
<p>Other comments.</p>	<p>This report is to be taken in context and in conjunction with the scans below.</p>



## Strata Roll

Owners Strata Plan 49738

Riverina Flats, 265 Palmer Street, DARLINGHURST NSW 2010

### INDIVIDUAL LOT

Lot 3

Associated lots:

Unit no. 3

#### Unit entitlements

Levy Entitlement 19.00 / 1,000.00

#### Owners

##### Name

##### Address for service of notices

Lauren Maree Freedman

Riverina Flats 3/265 Palmer Street, DARLINGHURST NSW 2010  
email::Lauren@laurfree.com;

**Email Address** Lauren@laurfree.com

**Date of entry** 01/12/2021

**Date of purchase** 10/06/2008

#### Mortgages

None

#### Leases

None

#### Current agent

Oxford Real Estate Pty Ltd

40 Flinders Street, DARLINGHURST NSW 2010

Lessee	Term	Address for service of notices	Date of termination	Date of entry
--------	------	--------------------------------	---------------------	---------------

## Owner Ledger

Start Date: 01/02/2021  
End Date: 28/02/2025  
Owners: One only

Owners Strata Plan 49738

Riverina Flats, 265 Palmer Street, DARLINGHURST NSW 2010

Lot 3 Unit 3 L Freedman

UE / AE: 19.00 / 1,000.00

### Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Capital Works Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
<b>Balance brought forward</b>				<b>0.00</b>		<b>0.00</b>						
1	01/01/2022	Quarterly	Quarterly Admin/Capital Works Levy	266.50	0.00	235.15	0.00	0.00	0.00%	Standard	Normal	None
2	01/04/2022	Quarterly	Quarterly Admin/Capital Works Levy	266.50	0.00	235.15	0.00	0.00	0.00%	Standard	Normal	None
3	01/07/2022	Quarterly	Quarterly Admin/Capital Works Levy	266.50	0.00	235.15	0.00	0.00	0.00%	Standard	Normal	None
4	01/10/2022	Quarterly	Quarterly Admin/Capital Works Levy	266.50	0.00	235.15	0.00	0.00	0.00%	Standard	Normal	None
5	01/01/2023	Quarterly	Quarterly Admin/Capital Works Levy	266.50	0.00	235.15	0.00	0.00	0.00%	Standard	Normal	None
6	01/04/2023	Quarterly	Quarterly Admin/Capital Works Levy	266.50	0.00	235.15	0.00	0.00	0.00%	Standard	Normal	None
7	01/07/2023	Quarterly	Quarterly Admin/Capital Works Levy	266.50	0.00	235.15	0.00	0.00	0.00%	Standard	Normal	None
8	01/10/2023	Quarterly	Quarterly Admin/Capital Works Levy	266.50	0.00	235.15	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$2,508.25

Interest on levy arrears \$162.31

## Balance Sheet

### As at 23/02/2023

Owners Strata Plan 49738

Riverina Flats, 265 Palmer Street, DARLINGHURST  
NSW 2010

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/(Deficit)--Admin	(6,763.66)
Owners Funds at Start of Year--Admin	24,836.79
	18,073.13
<b>Capital Works Fund</b>	
Operating Surplus/(Deficit)--Capital Works	(42,452.56)
Owners Funds at Start of Year--Capital Works	514,315.27
	471,862.71
<b>Net owners' funds</b>	<b>\$489,935.84</b>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	19,778.13
Receivable--Levy Arrears--Ordinary--Admin	4,965.35
	24,743.48
<b>Capital Works Fund</b>	
Cash at Bank--Capital Works	164,858.09
Investments--Capital Works	300,000.00
Receivable--Levy Arrears--Ordinary--CPT WRKs	4,381.20
	469,239.29
<b>Unallocated Money</b>	0.00
<i>Total assets</i>	493,982.77
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Creditor--GST--Admin	(180.85)
Deposits Received--Keys--Admin	6,850.00
Prepaid Levies--Admin	1.20
	6,670.35
<b>Capital Works Fund</b>	
Creditor--GST--Capital Works	(2,624.48)
Prepaid Levies--Capital Works	1.06
	(2,623.42)
<b>Unallocated Money</b>	0.00
<i>Total liabilities</i>	4,046.93
<b>Net assets</b>	<b>\$489,935.84</b>

## Certificate of Currency Residential Strata Insurance Plan

<b>Policy No</b>	<b>HS0006100785</b>
<b>Policy Wording</b>	FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	11/03/2023 to 11/03/2024 at 4:00pm
<b>The Insured</b>	THE OWNERS - STRATA PLAN 49738
<b>Situation</b>	265 PALMER STREET DARLINGHURST NSW 2010

<b>Cover Selected</b>		<b>Sum Insured</b>
Section 1	Insured Property	
	Building	\$7,944,656
	Common Area Contents	\$132,560
	Loss of Rent & Temporary Accommodation (total payable)	\$1,191,698
	Optional Benefit Lot/Unit Wall Coverings	Selected
Section 2	Liability to Others	\$30,000,000
Section 3	Voluntary Workers	
	Death	\$200,000
	Total Disablement	\$2,000 per week
Section 4	Workers Compensation	Not Available
Section 5	Fidelity Guarantee	\$250,000
Section 6	Office Bearers' Legal Liability	\$5,000,000
Section 7	Machinery Breakdown	Not Selected
Section 8	Catastrophe Insurance	
	Sum Insured	\$2,383,396
	Extended Cover - Loss of Rent & Temporary Accommodation	\$357,509
	Escalation in Cost of Temporary Accommodation	\$119,169
	Cost of Removal, Storage and Evacuation	\$119,169
Section 9	Government Audit Costs and Legal Expenses	
	Government Audit Costs	\$25,000
	Appeal Expenses – common property health & safety breaches	\$100,000
	Legal Defence Expenses	\$50,000
Section 10	Lot Owners' Fixtures and Improvements (per lot)	\$250,000

**Flood Cover is included.**

### The Table of Benefits Section 3 Voluntary Workers is replaced by

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

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

### Flex+ Optional Benefits

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



Removal, storage costs	Selected
Temporary Accommodation/Rent/contributions/storage	Selected
Emergency accommodation	Selected
Arson reward	Selected
Electricity, gas, water and similar charges - excess costs	Selected
Keys, lock replacement	Selected
Car park liability	Selected
Hiring out of sporting and recreational facilities	Selected
Wheelchairs, garden equipment, other vehicles	Selected
Court appearance	Selected

Date Printed

07/02/2023

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

# Fire Safety Statement



Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

**Please note:**

Information to assist building owners to complete each section of the statement is provided on pages 3, 4 and 5.

## Section 1: Type of statement

This is (mark applicable box):  an annual fire safety statement (complete the declaration at Section 8 of this form)  
 a supplementary fire safety statement (complete the declaration at Section 9 of this form)

## Section 2: Description of the building or part of the building

This statement applies to:  the whole building  part of the building

Address (Street No., Street Name, Suburb and Postcode)

265 Palmer St, Darlinghurst

Lot No. (if known)	DP/SP (if known)	Building name (if applicable)
	SP 49738	Riverina Flats

Provide a brief description of the building or part (building use, number of storeys, construction type etc)

Class 2 Residential Flat Building

## Section 3: Name and address of the owner(s) of the building or part of the building

Full Name (Given Name/s and Family Name) \*

The Owners – SP 49738

\* Where the owner is not a person/s but an entity including a company or trust insert the full name of that entity.

Address (Street No., Street Name, Suburb and Postcode)

c/- Jamesons Strata Management PO BOX 547 SURRY HILLS NSW 2010

## Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
Automatic fire detection and alarm systems	BCA Specification E2.2a Clause 3 and Clause 4	5 October 2022	F026133A
Automatic Fire Suppression (Sprinklers)	AS 2118	5 October 2022.	F026133A
Building Occupant Warning System	BCA Specification E2,2a, Clause 6	5 October 2022	F026133A
Electromagnetic door Holders	BCA C3.11, AS 4178	5 October 2022	F026133A
Emergency Lighting	BCA Part E4	5 October 2022	F026133A
Exit Signs	BCA Part E4	5 October 2022	F026133A
Fire Doors	BCA Section C AS1905.1 and in accordance with Term M4.01 of Council Modified Order Licence No 31/2008 date 20/10/09	5 October 2022	F026133A
Fire hydrant system	BCA E1.3, AS2419	5 October 2022	F026133A
Portable Fire Extinguishers	BCA E1.6, AS2444	5 October 2022	F026133A

# Fire Safety Statement



Part 15 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

The requirements for the protection of existing openings within 3m of the north boundary	To be installed in accordance with Term M4.05 of Council Modified Order Licence No. 31/2008 dated 20/10/09	There are no requirements for protection according to council as the neighbouring properties have not been altered	
Solid Core Doors	Installed in Accordance with Term M4.01 of Council Modified Order Licence No. 31/2008 dated 20/10/09	5 October 2022	F026133A
Smoke Seals	Installed in Accordance with Term M4.02 of Council Modified Order Licence No. 31/2008 dated 20/10/09	5 October 2022	F026133A

\* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

## Section 5: Inspection of fire exits and paths of travel to fire exits (Part 15)

Part of the building inspected	Date(s) inspected	APFS *
Common area paths of travel	5 October 2022	F026133A

\* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

## Section 6: Name and contact details of each accredited practitioner (fire safety) (APFS)\*

Full name (Given Name/s and Family Name)	Address	Phone	APFS*	Signature
Michael Ayoub	PO Box 543, Hurstville NSW 1481	(02) 9592 0882	F026133A	

\* Where applicable – see notes on page 4 for further information.

## Section 7: Details of the person making the declaration in section 8 or 9 #

Full name (Given Name/s and Family Name)
Anthony Vumbaca for and on behalf of the Owners Strata Plan 49738

Organisation (if applicable)	Title/Position (if applicable)
Jamesons Strata Management	Strata Managing Agent

Address (Street No, Street Name, Suburb and Postcode)
Suite 1, 1 - 25 Adelaide Street, SURRY HILLS NSW 2010

Phone	Email
02 8969 3300	certifications@jamesons.com.au

# The person making the declaration in section 8 or 9 must not be an APFS listed in section 6 or their employer/employee or direct associate.

## Section 8: Annual fire safety statement declaration

I, [Click here](#) Anthony Vumbaca for and on behalf of the Owners Strata Plan 49738 (insert full name) being the:  owner  owner's agent declare that:

- each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing:
  - for an essential fire safety measure specified in the fire safety schedule, to a standard no less than that specified in the schedule, or
  - for an essential fire safety measure applicable to the building but not specified in the fire safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and
- the building has been inspected by an accredited practitioner (fire safety) and was found, when it was inspected, to be in a condition that did not disclose grounds for a prosecution under Part 15 of the Regulation.

# Fire Safety Statement



Part 15 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

Owner/Agent Signature

A handwritten signature in black ink, appearing to read 'H. Dan'.

Date issued

19.12.22

## Section 9: Supplementary fire safety statement declaration

I, [Click here](#)

(insert full name) being the:  owner  owner's agent

declare that each critical fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing to at least the standard required by the current fire safety schedule for the building.

Owner/Agent Signature

Date issued

### Note:

- A fire safety statement for a building must not be issued unless the statement is accompanied by a fire safety schedule for the building in accordance with the Regulation.
- The building owner(s) are also responsible for ensuring that essential fire safety measures are maintained in accordance with section 81 of the Regulation. An agent cannot be made responsible for this requirement.

**Please note:**

The following information has been provided to help building owners complete the fire safety statement template and does not comprise part of the form. The following pages do not have to be displayed in the building and need not be submitted to the local council and the Commissioner of Fire and Rescue NSW.

## General

- Please print in CAPITAL LETTERS and complete all relevant sections in full.
- A reference to 'the Regulation' is a reference to the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*.
- An 'APFS' is an accredited practitioner (fire safety) as defined in the Dictionary in the Regulation.
- The completed fire safety statement form must be submitted to both the local council and Fire and Rescue NSW.
- Please contact your local council for further information about how to submit the completed statement.
- Completed statements need to be emailed to Fire and Rescue NSW at [afss@fire.nsw.gov.au](mailto:afss@fire.nsw.gov.au). For further information about this process, please visit the 'Lodge a fire safety statement' page at [www.fire.nsw.gov.au](http://www.fire.nsw.gov.au).
- As soon as practicable after issuing the fire safety statement, the building owner must ensure a copy (together with a copy of the current fire safety schedule) is displayed in a prominent location within the building.
- Further information about building fire safety is available on the 'Fire safety in buildings' page of the Department's website at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).

## Section 1: Type of statement

- Mark the applicable box to identify if the statement being issued is an annual fire safety statement or a supplementary fire safety statement.
- An annual fire safety statement is issued under Part 12 of the Regulation and relates to each essential fire safety measure that applies to the building.
- A supplementary fire safety statement is issued under Part 12 of the Regulation and relates to each critical fire safety measure that applies to the building.

## Section 2: Description of the building or part of the building

- Mark the applicable box to identify whether the statement relates to the whole building or part of the building.
- In addition to the address and other property identifiers, a brief description of the building or part is to be provided. This could include the use(s) of the building (e.g. retail, offices, residential, assembly, carparking), number of storeys (above and/or below ground), construction type or other relevant information.
- If the description relates to part of a building, the location of the part should be included in the description.

## Section 3: Name and address of the owner(s) of the building or part of the building

- Provide the name and address of each owner of the building or part of the building.
- The owner of the building or part of the building could include individuals, a company, or an owner's corporation.

## Section 4: Fire safety measures

- The purpose of this section is to identify all of the fire safety measures that apply to a building or part of a building.
- The statutory fire safety measures are listed in section 79 of the Regulation.
- Fire safety measures include both essential fire safety measures and critical fire safety measures. They include items such as portable fire extinguishers, fire hydrants, fire sprinklers, fire detection and alarm systems and lightweight construction.
- Essential fire safety measures are those fire safety measures which are assessed on an annual basis, while critical fire safety measures are those which are required to be assessed at more regular intervals (as detailed on the fire safety schedule). These terms are defined in the Dictionary in the Regulation.
- For annual fire safety statements, the table in section 4 must list each of the essential fire safety measures that apply to the building or part of the building and the relevant standard of performance. The date(s) on which these measures were assessed and inspected must be within the 3 months prior to the date the annual fire safety statement is issued.

- For supplementary fire safety statements, the table in section 4 must list each of the relevant critical fire safety measures that apply to the building or part and the relevant standard of performance. The date(s) on which these measures were assessed and inspected must be within 1 month prior to the date the supplementary fire safety statement is issued.
- The accreditation number of the APFS who assessed a fire safety measure listed in section 4 must be nominated against the relevant measure(s) in the column titled 'APFS'. If the APFS is not required to hold accreditation, the name of the APFS must be listed. Further information relating to the accreditation of practitioners is provided at section 6.

### Section 5: Inspection of fire exits and paths of travel to fire exits (Part 15)

- This section applies only to an annual fire safety statement.
- The purpose of this section is to identify that an APFS has inspected the fire safety notices, fire exits, fire exit doors and the paths of travel to fire exits in the building or part of the building and found there has been no breach of Part 15 of the Regulation.
- The table in section 5 must detail the parts of the building that were inspected. The date(s) of the inspection(s) must be within the 3 months prior to the date the annual fire safety statement is issued.
- The accreditation number of the APFS who inspected the whole or part of the building listed in section 5 must be nominated against the relevant part in the column titled 'APFS'. Further information relating to the accreditation of practitioners is provided at section 6.

### Section 6: Name and contact details of each accredited practitioner (fire safety) (APFS)

- An APFS is a person engaged by the building owner(s) to undertake the assessment of fire safety measures in section 4 and the inspection of the buildings exit systems in section 5 (for an annual fire safety statement).
- The purpose of this section is to record the name, address and contact details of each APFS who assessed a fire safety measure listed in section 4 or inspected the building or part of the building as specified in section 5.
- Each APFS listed in the table must also sign the fire safety statement. Alternatively, an APFS could provide the building owner or agent with a separate signed document to indicate their assessment of the fire safety measure/s and the relevant standard of performance. In addition, where the relevant practitioner that inspected the matters in section 5 did not sign the fire safety statement, they would need to address section 5 in a separately signed document.
- A building owner must select an APFS from a register of practitioners accredited under an approved industry accreditation scheme. The accreditation number of each relevant APFS must be listed on the form.
- If the building owner has determined the competence of a person to act as a APFS because the Commissioner for Fair Trading is satisfied there are no practitioners accredited under an industry approved accreditation scheme to assess a specific fire safety measure and has authorised the owner to do so, there is no requirement to include an accreditation number on the form.
- Further information about the approved industry accreditation schemes can be found on the 'Fire safety practitioners' page of the NSW Fair Trading website at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au).

### Section 7: Details of the person making the declaration in section 8 or 9

- The purpose of this section of the form is to detail the name, address and contact details of the person who is making the required declaration i.e., the person who completes and signs section 8 or section 9 of the form. This could be the owner(s) of the building or a nominated agent of the owner(s).
- Where a person makes the required declaration on behalf of an organisation (as the owner of the building), the name of the organisation and the title/position of the person must be provided. The person making the required declaration as a representative of the organisation must have the appropriate authority to do so.
- Where a person makes the required declaration on behalf of the owner(s) (as the owner's agent), this person must have the appropriate authority from the building owner(s) to undertake this function.
- In the case of a building with multiple owners, one owner may make the required declaration, however each of the other owners must authorise that owner to act as their agent.
- The person making the required declaration must not be an APFS who is listed in section 6 or their employer/employee or direct associate. This recognises the different roles and responsibilities for building owner(s) and the APFS in the fire safety statement process. This is important because the Regulation makes building owners responsible for declaring that fire safety measures have been assessed and the building inspected (for the purposes of section 5) by an APFS. This ensures that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.

- In addition, only the building owner(s) can determine that a person is competent to perform the fire safety assessment functions where there is no person who holds accreditation.

## Section 8: Annual fire safety statement declaration

- The person completing this section is the person who is making the required declaration for the annual fire safety statement in accordance with section 88 of the Regulation and is the same person as detailed in section 7. The person making this required declaration must identify if they are the owner or the owner's agent.
- **In making the required declaration, the building owner or agent is not declaring that each fire safety measure meets the minimum standard of performance, but rather that each fire safety measure has been assessed, and was found by an APFS to be capable of performing to that standard, as listed in section 4. In performing this function, the building owner or owner's agent could obtain documentation from each APFS to verify that the standard of performance has been met, prior to completing the form.**
- The person who makes the required declaration by completing section 8 or section 9 of the form must not be an APFS who was involved in the assessment of any of the fire safety measures, or inspection of the building for the purposes of the statement, or their employer/employee or direct associate. This is to ensure that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.

## Section 9: Supplementary fire safety declaration

- The person completing this section is the person who is making the required declaration for the supplementary fire safety statement in accordance with section 90 of the Regulation and is the same person as detailed in section 7. The person making this required declaration must identify if they are the owner or the owner's agent.
- The information provided above in relation to section 8 on what the owner is declaring also applies to a supplementary fire safety statement.

---

© State of New South Wales through Department of Planning and Environment 2022. Information contained in this publication is based on knowledge and understanding at the time of writing, June 2022, and is subject to change. For more information, please visit [dpie.nsw.gov.au/copyright](http://dpie.nsw.gov.au/copyright)

---



**MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS STRATA PLAN 49738  
HELD ON WEDNESDAY 25TH NOVEMBER 2020 VIA ELECTRONIC MEANS**

=====

**PRESENT:**

Ms E Bennett	Unit 5
Ms S Allchurch & Ms C Williams Roldan	Unit 6
Mr N Leech & Ms L Izabel	Unit 12
Ms S Elphinstone	Unit 13
Mr C Gersbach & Mr I Dobbs	Unit 16
Mr T Dougherty	Unit 17
Mr A Raffles	Unit 18
Mr C Gersbach	Unit 19
Mr D Collins	Unit 20

**PRESENT BY PRE-MEETING ONLINE VOTING:**

Ms E Figuero	Unit 4
Mr E Bennett	Unit 5
Ms S Allchurch & Ms C Williams Roldan	Unit 6

**IN ATTENDANCE:**

Mr B Wollin, and Mr J O'Neill of O'Neill Strata Management Pty Ltd

**QUORUM:**

A quorum was declared at 6.00pm

**Minutes of the meeting:**

**1 MINUTES**

Resolved that the minutes of the last general meeting of the owners corporation held on 14th May 2020 be confirmed as a true record and account of the proceedings at that meeting.

**2 FINANCIAL STATEMENTS**

Resolved that the financial statements for the period ended 30th June 2020 be adopted.

**3 STRATA COMMITTEE**

Resolved that the number of the Strata Committee of the Owners Corporation be set at seven (7) in accordance with Regulation 9 & 10 of the Strata Schemes Management Act Regulation, 2016 and those duly elected were:

Mr I Dobbs, Mr C Gersbach, Ms E Bennett, Ms C Williams Roldan, Mr A Raffles, Ms S Elphinstone and Mr T Dougherty

**4 ADDITIONAL RESTRICTIONS**

Resolved that there be no additional restrictions placed on the Strata Committee other than those currently imposed by Section 36(3) of the Act.

**5 BUDGET**

Resolved that the statement of estimated receipts and expenditure ("Budget") presented by O'Neill Strata Management Pty Ltd be adopted.

**6 LEVIES**

Resolved that contributions be determined for the twelve month period from 1st July 2020:

- to the Administrative Fund in accordance with Section 81(1) of the Strata Schemes Management Act 2015 for the sum of \$54,000.00 p.a. (plus GST); and
- to the Capital Works Fund in accordance with Section 81(1) of the Strata Schemes Management Act 2015 for the sum of \$42,000.00 p.a. (plus GST).



That both contributions be paid in equal quarterly instalments, the first such instalment being due on the first day of January 2021 and subsequent instalments being due on the first day of April, July and October 2021.

That both contributions be levied by notice from O'Neill Strata Management Pty Ltd in accordance with Section 83 of the Strata Schemes Management Act 2015.

**7 AUDITOR**

Resolved to appoint Kelly Partners as auditor.

**8 INSURANCE**

Resolved that the Insurance details be confirmed, subject to a Valuation.

**9 VALUATION**

Resolved that a valuation for insurance purposes be undertaken.

**10 COMMISSIONS**

Resolved that a report from the Strata Manager on commissions and training services be received.

**11 DEBT RECOVERY**

Resolved the strata committee be authorised to take all necessary steps on its behalf to recover from the owner of the lot (or any other liable person):

- a. Any contribution that is not paid at the end of one month after it becomes due and payable;
- b. Any interest payable on the contribution; and
- c. The reasonable expenses of the owners corporation incurred in recovering those amounts including, but not limited to, engaging a debt collector or solicitor to pursue the following legal process:
  - (i) Issuing letters of demand;
  - (ii) Commencing and pursuing legal action;
  - (iii) Entering judgment against the person liable; and
  - (iv) Enforcing any judgment including by:
    - (A) The issue of a writ of execution by the Sheriff;
    - (B) The issue of a garnishee order addressed to the debtors and their employer; or
    - (C) Commencing and pursuing bankruptcy or winding up proceedings.

**12 PAYMENT PLANS**

Resolved pursuant to s 85(5) of the Strata Schemes Management Act 2015, the strata committee be authorised to review and, if deemed sufficient, approve payment plans proposed by owners for payment of levy arrears.

**13 ANNUAL FIRE SAFETY STATEMENT**

Resolved that arrangement be made, pursuant to the Environmental Planning and Assessment Act 1979, for obtaining the next Annual Fire Safety Statement which is due on 7th July 2021.

**14 CAPITAL WORKS PLAN**

It was agreed that consideration be given to obtaining a review of the Ten Year Capital Works Fund after the completion of the current works.

**15 STRATA MANAGER**

Resolved:

- a. That the Owners Corporation reappoint O'Neill Strata Management Pty Ltd as managing agent for Strata Plan 49738 pursuant to Section 49(2) and delegate all the powers, authorities, duties and functions made to it pursuant to Section 52(1) of the Strata Schemes Management Act 2015.
- b. That two owners/members of the Strata Committee be authorised to sign and affix the Common Seal to the Management Agreement with O'Neill Strata Management Pty Ltd.

**16 ABN**

It was noted the ABN was not amended and the Wisteria Trade Services invoices were issued under an incorrect ABN as an omission.

**CLOSURE:** There being no further business, the chairperson declared the meeting closed at 6.30pm.

.....  
Chairperson

.....  
Date

**MINUTES OF THE STRATA COMMITTEE MEETING OF THE OWNERS STRATA PLAN 49738  
HELD IMMEDIATELY FOLLOWING THE ANNUAL GENERAL MEETING ON WEDNESDAY 25TH  
NOVEMBER 2020**

=====

**PRESENT:**

Mr I Dobbs, Mr C Gersbach, Ms E Bennett, Ms C Williams Roldan, Mr A Raffles, Ms S Elphinstone and Mr T Dougherty

**ATTENDANCE:**

Mr J O'Neill of O'Neill Strata Management Pty Ltd

**QUORUM:**

A quorum was declared at 6.30pm.

**Minutes of the meeting:**

**1 MINUTES**

Resolved that the minutes of the last Strata Committee meeting be confirmed as a true record and account of the proceedings at that meeting. Ms C Williams Roldan dissented as not circulated to all owners.

**2 OFFICE BEARERS**

Those elected for the ensuing year were:

Chairperson Mr A Raffles  
Secretary/Treasurer: Ms C Williams Roldan

**3 POINT OF CONTACT**

Resolved that Ms C Williams Roldan, a member of the Strata Committee be elected to be the single point of contact to interact with the strata managing agent.

**4 VOLUNTARY WORKERS**

Resolved to authorise members of the Strata Committee to undertake various tasks around common property on a voluntary basis from time to time as the need arises.

**5 GENERAL BUSINESS**

- **Date of /Next Meeting:** The date of the next Strata Committee Meeting is 8th December 2020 at 6.30pm via zoom, hosted by Ms C Williams Roldan.
- **Email Addressses:** Strata Manager to circulate the email address for all committee members to Ms C Williams Roldan.
- **DA:** It was suggested the Strata Committee lodge objections to the proposed development on the corner of Oxfords & Palmer Streets.

**CLOSURE:** There being no further business the meeting closed at 6.45pm.

.....  
Chairperson

.....  
Date

**MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS STRATA PLAN 49738  
HELD ON TUESDAY 26TH OCTOBER 2021**

=====

**PRESENT:**

Ms E Bennett	Unit 5
Ms S Allchurch & Ms C Roldan	Unit 6
Ms B Halliday	Unit 8
Ms T Ferguson	Unit 10
Mr N Leech	Unit 12
Ms S Elphinstone & Mr S Malatesta	Unit 13
Mr I Dobbs	Unit 16
Mr T Dougherty	Unit 17

**PROXIES:**

Mr C Gersbach (Unit 19) proxy to Mr I Dobbs

**APOLOGIES:**

Mr C Gersbach

**IN ATTENDANCE:**

Mr J O'Neill of O'Neill Strata Management Pty Ltd

**QUORUM:**

A quorum was declared at 6.05pm

**Minutes of the meeting:**

**1 MINUTES**

Resolved that the minutes of the last general meeting of the owners corporation held on 25th November 2020 be confirmed as a true record and account of the proceedings at that meeting.

**2 FINANCIAL STATEMENTS**

Resolved that the financial statements for the period ended 30th June 2021 be adopted.

**3 STRATA COMMITTEE**

Resolved that the number of the Strata Committee of the Owners Corporation be set at seven (7) in accordance with Regulation 9 & 10 of the Strata Schemes Management Act Regulation 2016, and those duly elected were:

Mr C Gersbach, Ms E Bennett, Ms S Allchurch, Mr P Malatesta, Mr N Leech, Mr T Dougherty, and Ms B Halliday

**4 ADDITIONAL RESTRICTIONS**

Resolved that there be no additional restrictions placed on the Strata Committee other than those currently imposed by Section 36(3) of the Act.

**5 BUDGET**

Resolved that the statement of estimated receipts and expenditure ("Budget") presented by O'Neill Strata Management Pty Ltd be adopted.

**6 LEVIES**

Resolved that contributions be determined for the twelve month period from 1st July 2021:

- to the Administrative Fund in accordance with Section 81(1) of the Strata Schemes Management

Act 2015 for the sum of \$51,000.00 p.a. (plus GST); and

- to the Capital Works Fund in accordance with Section 81(1) of the Strata Schemes Management Act 2015 for the sum of \$45,000.00 p.a. (plus GST).

That both contributions be paid in equal quarterly instalments, the first such instalment being due on the first day of January 2022 and subsequent instalments being due on the first day of April, July and October 2022. Subsequent instalments to continue on a quarterly basis until determined otherwise by the Owners Corporation.

That both contributions be levied by notice from the Strata Manager in accordance with Section 83 of the Strata Schemes Management Act 2015.

**7 AUDITOR**

Resolved to appoint Kelly + Partners as Auditors to the strata scheme.

**8 INSURANCE**

Resolved that the Insurance details be confirmed.

**9 VALUATION**

Resolved that a valuation for insurance purposes be deferred until the next Annual General Meeting.

**10 COMMISSIONS**

Resolved that a report from the Strata Manager on commissions and training services be received.

**11 DEBT RECOVERY**

Resolved that the strata committee be authorised to take all necessary steps on its behalf to recover from the owner of the lot (or any other liable person):

- a. Any contribution that is not paid at the end of one month after it becomes due and payable;
- b. Any interest payable on the contribution; and
- c. The reasonable expenses of the owners corporation incurred in recovering those amounts including, but not limited to, engaging a debt collector or solicitor to pursue the following legal process:
  - (i) Issuing letters of demand;
  - (ii) Commencing and pursuing legal action;
  - (iii) Entering judgment against the person liable; and
  - (iv) Enforcing any judgment including by:
    - (A) The issue of a writ of execution by the Sheriff;
    - (B) The issue of a garnishee order addressed to the debtors and their employer; or
    - (C) Commencing and pursuing bankruptcy or winding up proceedings.

**12 PAYMENT PLANS**

Resolved pursuant to s 85(5) of the Strata Schemes Management Act 2015, the strata committee be authorised to review and, if deemed sufficient, approve payment plans proposed by owners for payment of levy arrears.

**13 ANNUAL FIRE SAFETY STATEMENT**

Resolved that arrangements be made, pursuant to the Environmental Planning and Assessment Act 1979, for obtaining the next Annual Fire Safety Statement.

**14 CAPITAL WORKS PLAN**

Resolved that the strata manager obtain two quotations for a review of a Ten Year Capital Works Fund Plan, pursuant to Section 80 of the Strata Schemes Management Act 2015, once received to be presented to the strata committee for consideration.

**15 TERMINATION**

Resolved not to appoint O'Neill Strata Management Pty Ltd as managing agent for Strata Plan 49738 pursuant to Section 50(3) of the Strata Schemes Management Act 2015. Termination takes effect on 25th November 2021.

Resolved that the delegation of functions of the Owners Corporation, its Strata Committee, Chairperson, Secretary and Treasurer be revoked pursuant to Section 52(5) of the Strata Schemes Management Act 2015.

**16 STRATA MANAGER**

Resolved to appoint Jamesons Strata Management for a period of one (1) year, pursuant to Section 49(2) and delegate all the powers, authorities, duties and functions made to it pursuant to Section 52(1) of the Strata Schemes Management Act 2015:

Resolved that two members of the Strata Committee be authorised to sign and affix the Common Seal to the Management Agreement with the newly appointed managing agent.

**17 STRATA COMMITTEE REPORT**

A new building manager and cleaning company has been appointed. Centralised email correspondence between owners to be established.

**18 ATTENDANCE**

Resolved to have open attendance of owners at Strata Committee meetings going forward.

**19 CONTACT DETAILS**

Resolved that contact details for owners, real estate agents, property managers, tenants, or other relevant party, be provided with their consent to the Strata Committee for all units with tenants.

**20 COMMITTEE MEETINGS**

Refer to the following strata committee minutes.

**21 RESTORIAL WORK**

Work to the north facade, including balconies and one window is proceeding quite well with no complaints.

Next step is the Foley Street facade but delayed due to the proximity of a power pole.

A vote of thanks was extended to Mr T Dougherty.

It was noted the internal works to the floor of unit 1 has been completed.

**22 COMMITTEE MEMBERS**

This matter was resolved at Motion 3.

**23 LIGHTING**

Mr P Malatesta to investigate the changes to the fittings made by Wisteria and advise the strata committee accordingly.

**CLOSURE:**

There being no further business, the chairperson declared the meeting closed at 6.54pm.

.....  
Chairperson

.....  
Date

**MINUTES OF THE STRATA COMMITTEE MEETING OF THE OWNERS STRATA PLAN 49738  
HELD IMMEDIATELY FOLLOWING THE ANNUAL GENERAL MEETING ON TUESDAY 26TH  
OCTOBER 2021**

=====

**PRESENT:**

Ms E Bennett, Ms S Allchurch, Mr P Malatesta, Mr N Leech, Mr T Dougherty and Ms B Halliday

**ATTENDANCE:**

Ms C Roldan, Ms S Elphinstone, and Mr J O'Neill of O'Neill Strata Management Pty Ltd

**QUORUM:**

A quorum was declared at 6.54pm

**Minutes of the meeting:**

**1 MINUTES**

Resolved that the minutes of the last Strata Committee meeting be confirmed as a true record and account of the proceedings at that meeting.

**2 OFFICE BEARERS**

Those elected for the ensuing year were:

Chairperson: Mr P Malatesta  
Secretary: Ms S Allchurch  
Treasurer: Jamesons Strata Management

**3 POINT OF CONTACT**

Resolved that Ms S Allchurch of the Strata Committee be elected to be the single point of contact to interact with the strata managing agent.

**4 VOLUNTARY WORKERS**

Resolved to authorise members of the Strata Committee to undertake various tasks around the common property on a voluntary basis from time to time as the need arises.

**5 GENERAL BUSINESS**

The next Strata Committee meeting to be convened on Tuesday 30th November 2021 at 6.30pm

Thereafter:

- Tuesday 1st March 2022
  - Tuesday 7th June 2022
  - Tuesday 6 September 2022
- All at 6.300pm via video conference.

**CLOSURE:**

There being no further business the meeting closed at 7.10pm

.....  
Chairperson

.....  
Date



# ANNUAL REPORTS

for the financial year to 30/06/2022

Strata Plan 49738

Riverina Flats, 265 Palmer Street, DARLINGHURST NSW  
2010

Manager: Bryan Khou

	<b>Page</b>
Balance Sheet	1
Statement of Income and Expenditure	2
Levy Positions	5
Budget commencing 01/07/2022	8
Levy Schedule commencing 01/07/2022 General	11





## Balance Sheet

As at 30/06/2022

Liability limited by a scheme approved  
under Professional Standards Legislation

Owners Strata Plan 49738

Riverina Flats, 265 Palmer Street, DARLINGHURST  
NSW 2010

	Current period	Previous year
<b>Owners' funds</b>		
Administrative Fund		
Operating Surplus/(Deficit)--Admin	(4,185.37)	0.00
Owners Funds at Start of Year--Admin	29,022.16	0.00
	<u>24,836.79</u>	<u>0.00</u>
Capital Works Fund		
Operating Surplus/(Deficit)--Capital Works	(129,792.93)	0.00
Owners Funds at Start of Year--Capital Works	644,108.20	0.00
	<u>514,315.27</u>	<u>0.00</u>
<b>Net owners' funds</b>	<u><u>\$539,152.06</u></u>	<u><u>\$0.00</u></u>
<b>Represented by:</b>		
<b>Assets</b>		
Administrative Fund		
Cash at Bank--Admin	37,740.69	0.00
Receivable--Levy Arrears--Ordinary--Admin	1,876.82	0.00
Sundry Debtors--Admin	122.65	0.00
	<u>39,740.16</u>	<u>0.00</u>
Capital Works Fund		
Cash at Bank--Capital Works	519,005.79	0.00
Receivable--Levy Arrears--Ordinary--CPT WRKs	1,656.03	0.00
	<u>520,661.82</u>	<u>0.00</u>
<b>Total assets</b>	<u><u>560,401.98</u></u>	<u><u>0.00</u></u>
<b>Less liabilities</b>		
Administrative Fund		
Accrued Expenses--Admin	1,089.40	0.00
Creditor--GST--Admin	(672.38)	0.00
Deposits Received--Keys--Admin	6,850.00	0.00
Prepaid Levies--Admin	7,636.35	0.00
	<u>14,903.37</u>	<u>0.00</u>
Capital Works Fund		
Creditor--GST--Capital Works	(391.43)	0.00
Prepaid Levies--Capital Works	6,737.98	0.00
	<u>6,346.55</u>	<u>0.00</u>
<b>Total liabilities</b>	<u><u>21,249.92</u></u>	<u><u>0.00</u></u>
<b>Net assets</b>	<u><u>\$539,152.06</u></u>	<u><u>\$0.00</u></u>



# Statement of Income and Expenditure for the financial year to 30/06/2022

PO Box 2001 Spit Junction NSW 2088  
T: (02) 8969 3300  
info@jamesons.com.au  
www.jamesons.com.au

Liability limited by a scheme approved  
under Professional Standards Legislation

Owners Strata Plan 49738

Riverina Flats, 265 Palmer Street, DARLINGHURST  
NSW 2010

## Administrative Fund

	Current period 01/07/2021-30/06/2022	Annual budget 01/07/2021-30/06/2022	Previous year 01/07/2020-30/06/2021
<b>Revenue</b>			
Interest on Arrears--Admin	104.43	0.00	0.00
Interest on Investments--Admin	0.43	0.00	0.00
Levies Receivable--Ordinary-- Admin	52,500.40	51,000.00	0.00
Status Certificate Fees	109.00	0.00	0.00
Strata Roll Inspection Fees	31.00	0.00	0.00
<b>Total revenue</b>	<b>52,745.26</b>	<b>51,000.00</b>	<b>0.00</b>
<b>Less expenses</b>			
Admin--Agent Disbursements	1,405.29	1,320.00	0.00
Admin--Agent--Management Fees--Additional	6,423.86	1,260.00	0.00
Admin--Agent--Management Fees--Standard	4,936.47	5,100.00	0.00
Admin--Auditors--Audit Services	800.00	700.00	0.00
Admin--Bank Charges--With GST	23.91	0.00	0.00
Admin--Legal Fees--Other	549.47	0.00	0.00
Admin--Status Certificate Fees Paid	109.00	0.00	0.00
Admin--Strata Inspection Fees Paid	31.00	0.00	0.00
Admin--Taxation Services	0.00	600.00	0.00
Insurance--Building Insurance Premiums	12,181.21	10,500.00	0.00
Insurance--Building Valuation Fee	0.00	250.00	0.00
Maint Bldg--Building--General Repairs	3,428.64	3,600.00	0.00
Maint Bldg--Cleaning	13,153.00	12,500.00	0.00
Maint Bldg--Cleaning--Materials	0.00	220.00	0.00
Maint Bldg--Contractor Compliance	79.20	0.00	0.00
Maint Bldg--Fire Protection--Contract	3,752.66	6,600.00	0.00
Maint Bldg--Pest/Vermin Control	0.00	400.00	0.00
Maint Grounds--Lawns & Gardening	415.00	450.00	0.00
Staff--Contract Building Manager	3,309.00	0.00	0.00
Utility--Electricity Supply	2,259.80	3,500.00	0.00
Utility--Water & Sewerage	4,073.12	4,000.00	0.00
<b>Total expenses</b>	<b>56,930.63</b>	<b>51,000.00</b>	<b>0.00</b>
<b>Surplus/Deficit</b>	<b>(4,185.37)</b>	<b>0.00</b>	<b>0.00</b>
<b>Opening balance</b>	<b>29,022.16</b>	<b>29,022.16</b>	<b>29,022.16</b>

Administrative Fund

	Current period 01/07/2021-30/06/2022	Annual budget 01/07/2021-30/06/2022	Previous year 01/07/2020-30/06/2021
Closing balance	\$24,836.79	\$29,022.16	\$29,022.16

---

---

## Capital Works Fund

	Current period 01/07/2021-30/06/2022	Annual budget 01/07/2021-30/06/2022	Previous year 01/07/2020-30/06/2021
<b>Revenue</b>			
Interest on Arrears--Capital Works	109.31	0.00	0.00
Interest on Investments--Capital Works	29.76	0.00	0.00
Levies Receivable--Ordinary--Capital Works	43,500.40	45,000.00	0.00
Refund--Income Tax--Capital Works	8.00	0.00	0.00
<b>Total revenue</b>	<b>43,647.47</b>	<b>45,000.00</b>	<b>0.00</b>
<b>Less expenses</b>			
Admin--Capital Works Fund Assessment	690.00	0.00	0.00
Admin--Taxation Services	950.00	100.00	0.00
Maint Bldg--Balconies	0.00	500.00	0.00
Maint Bldg--Carpets ,Stairs Replaced, Tiling	0.00	1,200.00	0.00
Maint Bldg--Concrete Spalling--Exterior	0.00	3,000.00	0.00
Maint Bldg--Consultants	1,500.00	0.00	0.00
Maint Bldg--Doors, Screens & Windows	0.00	8,000.00	0.00
Maint Bldg--Electrical	2,069.00	500.00	0.00
Maint Bldg--Fire Protection--Maintenance	3,140.00	1,500.00	0.00
Maint Bldg--General Replacement	3,060.00	3,100.00	0.00
Maint Bldg--Hot Water Tank Replacement	0.00	500.00	0.00
Maint Bldg--Painting & Surface Finishes	0.00	14,000.00	0.00
Maint Bldg--Plumbing & Drainage	0.00	500.00	0.00
Maint Bldg--Roof, Gutters & Downpipes	0.00	2,700.00	0.00
Maint Bldg--Structural Improvements	162,031.40	6,400.00	0.00
Maint Bldg--Waterproofing	0.00	3,000.00	0.00
<b>Total expenses</b>	<b>173,440.40</b>	<b>45,000.00</b>	<b>0.00</b>
<b>Surplus/Deficit</b>	<b>(129,792.93)</b>	<b>0.00</b>	<b>0.00</b>
Opening balance	644,108.20	644,108.20	644,108.20
<b>Closing balance</b>	<b>\$514,315.27</b>	<b>\$644,108.20</b>	<b>\$644,108.20</b>



## MINUTES OF AN ANNUAL GENERAL MEETING FOR THE OWNERS - STRATA PLAN 49738 HELD BY VIDEO/TELECONFERENCE

**ADDRESS OF THE STRATA SCHEME:** Riverina Flats, 265 Palmer Street, DARLINGHURST NSW 2010

**DATE, PLACE & TIME OF MEETING:** An Annual General Meeting of The Owners - Strata Plan 49738 was held via video/teleconference on 06/09/22 at 06:00 PM.

### PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
2	2	Yes	Pigott, D J M & Delaney, L R
4	4	Yes	Figuro, E M
6	6	Yes	Allchurch, S E & Roldan, C M W
13	13	Yes	Elphinstone, S M & Malatesta, P
16	16	Yes	Gersbach, C & Dobbs, I
17	17	Yes	Dougherty, T J
19	19	Yes	Gersbach, C G

**IN ATTENDANCE:** Bryan Khou on behalf of Jamesons Strata Management

**CHAIRPERSON:** Bryan Khou acted as Chairperson of the meeting

**QUORUM:** The Chairperson declared that there was a quorum present and opened the meeting at 06:04 PM.

### MOTIONS:

#### 1 Minutes of Previous General Meeting

**RESOLVED** that the Minutes of the previous General Meeting held 26/10/2021 be confirmed as a true and accurate account of the proceedings of that Meeting, subject to the following,  
a) the date of the last general meeting to be 26/10/2021.

#### 2 Annual Statement of Accounts

**RESOLVED** that the Annual Statement of Accounts for the Administrative Fund and Capital Works Fund (and any other Fund prepared by the Owners Corporation) for the year ended 30/06/2022 be received and adopted.

#### 3 Proposed Annual Budget (Estimated Receipts & Payments)

**RESOLVED** that the proposed annual estimates of expenditure for the year ending 30/06/23 be received and adopted and that contributions be determined as follows: -

(a) **RESOLVED** that contributions to the Administrative Fund are estimated in accordance with Section 79 (1) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$56,100.00 including GST; and

(b) **RESOLVED** that contributions to the Capital Works Fund are based upon the latest Capital Works Fund Report, and are estimated in accordance with Section 79 (2) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$49,500.00 including GST; and

(c) **RESOLVED** that both contributions be paid in regular quarterly instalments, due and payable as follows:

01/01/23, 01/04/23, 01/07/23, 01/10/23.

and continue to be determined and paid in subsequent quarters per amounts listed under a) and b) of this motion until otherwise determined by the Owners Corporation.

#### 4 Audit of Accounts

**RESOLVED** that the Financial Statement of Accounts of the Owners Corporation be audited for the ensuing year by an appropriately qualified person.

## 5 Capital Works Fund Plan

**THE MOTION** That the Owners Corporation: -

- Prepare and/or review the current Capital Works Fund 10 year plan; and
- Engage a suitably qualified consultant to assess the major capital works and general maintenance requirements of the building;
- Submit that Report to the Strata Committee to determine appropriate action; and
- Delegate to the strata managing agent the authority to undertake any additional functions in accordance with their Agency Agreement to obtain necessary quotations and engage contractors to prepare the Report and any other work as approved by the Strata Committee, **WAS DEFEATED**.

## 6 Levy Recovery

**RESOLVED** that the Owners Corporation for the purpose of collecting overdue levy contributions, interest and related expenses thereon and pursuant to the Act (including Section 103 (3) (b), authorise the Strata Managing Agent and/or the Strata Committee to do any of the following: -

- a) Levy Recovery Stage 1: issue a Reminder Notice after 31 days from the levy due date for debts in excess of \$200.00;
- b) Levy Recovery Stage 2: issue Final Notice after 60 days from the levy due date for debts in excess of \$200.00;
- c) Levy Recovery Stage 3: after 90 days from the original date the levy was due, and where the debt is in excess of \$500.00, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners - Strata Plan 49738 to issue a letter of demand and/or to commence, pursue, continue to defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- d) Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;
- e) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- f) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

And further **RESOLVED** that;

- g) Subject to the agreement of the Strata Committee, the Owners Corporation agree to enter into payment plans for the recovery of outstanding levy contributions in accordance with the provisions of Section 85(5) of the Strata Schemes Management Act 2015.

## 7 Insurances

### **(a) General Insurances**

**RESOLVED** that the Owners Corporation note and confirm the general insurance cover as effected over the strata scheme and detailed in the meeting agenda.

### **(b) Insurance Quotations**

**RESOLVED** that the Owners Corporation authorise and delegate to the Strata Committee and Strata Managing Agent the function of obtaining three (3) quotations for insurance over the strata scheme and further that the Strata Managing Agent be authorised and directed to arrange appropriate cover.

### **(c) Office Bearers Liability Insurance**

**RESOLVED** that the Owners Corporation effects/renews Office Bearer's Liability insurance to cover office holders and/or Committee members from damages claims arising as a result of an act of omission, committed or omitted in good faith in performing the functions of their office, at the existing level of cover as shown in the Insurance Summary contained within the notice of the Annual General Meeting or such other limit that may be determined by the meeting.

### **(d) Fidelity Guarantee Insurance**

**RESOLVED** that the Owners Corporation effects/renews Fidelity Guarantee Insurance to cover for losses arising from misappropriation of money or other property of the owners corporation.

### **(e) Valuation**

**THE MOTION** That the Strata Managing Agent be authorised to arrange an annual revaluation of the building for insurance purposes for replacement, **WAS DEFEATED.**

### **8 Commissions and Training Services**

**RESOLVED** that the below information be received from the Strata Managing Agent on commissions and training services received in the last 12 months and the estimate of commissions and training services to be received in the next 12 months: -

(a) Commission was received totalling \$0 (nil) in the past 12 months, and it is estimated an amount of \$0 (nil) is likely to be received in the next 12 months.

NOTE: Jamesons rebates all insurance commission directly back to the strata scheme. This rebated amount lowers the insurance policy premium payable by the Owners Corporation.

The total Insurance Commission rebate for the Owners Corporation for the year was: \$2089.46

(b) Regular training services were received in the past 12 months from Bannermans Lawyers and Strata Specialist Lawyers (by way of regular on-line webinars). It is anticipated that on-going training webinars, from Bannermans Lawyers and Strata Specialist Lawyers, will continue to be provided in the coming 12 months.

### **9 Reappointment of Managing Agent**

**RESOLVED** that in accordance with Section 49 of the Strata Schemes Management Act 2015 (Act): 49738

(a) Jamesons continues to be appointed as Strata Managing Agent of Strata Plan 49738

(b) The Owners Corporation delegates to the Agent all of the functions of the Owners Corporation (other than those listed in Section 52(2) of the Act); and

(c) Its Chairperson, Secretary, Treasurer and Strata Committee necessary to enable the Agent to carry out the "Agreed Services" and the "Additional Services" as defined in the Agency Agreement tabled at this meeting

(d) The delegation to the Agent is subject to the conditions and limitations contained in the Agreement

(e) The Owners Corporation execute the Agreement to give effect to this appointment

(f) Authority be given for the common seal of the Owners Corporation to be affixed to the Agreement by two owners or members of the Strata Committee.

### **10 Fire Safety**

**RESOLVED** that the Owners Corporation engage a suitably qualified consultant/fire contractor to carry out a Fire Safety inspection and, if applicable prepare an Annual Fire Safety Statement (AFSS) in accordance with the provisions of the Environmental Planning and Assessment Act 1979, and;

(a) that any essential maintenance/renewal of fire safety measures be reported to the Strata Committee, and;

(b) that the Strata Committee be authorised to seek quotations and engage contractors to remedy any deficiencies, and, if applicable arrange for an AFSS to be signed by a competent person on behalf of the strata scheme for lodgement with local Council and the Fire Commissioner.

### **11 Utility Service Review**

**RESOLVED** that the Owners - Strata Plan 49738, pursuant Schedule 1, Clause 6 (e) of the Strata Schemes Management Act 2015, authorise the managing agent and its strata committee to enter into an agreement for the supply of electricity, gas or any other utility service.

### **12 Restrictions on Committee**

**RESOLVED** that, for the purposes of Section 36(3) of the Strata Schemes Management Act 2015, there be no special restrictions placed on the Strata Committee in relation to matters which the Committee is authorised to decide without referral to a General Meeting.

**13 Election of Strata Committee**

**RESOLVED** that nominations be received for election of the Strata Committee.

*Elected Strata Committee Members should note that, in compliance with NSW Government requirements relating to "Strata Hub", details of the chairperson and secretary are required to be uploaded onto "Strata Hub". Contact details will be accessible, via the "Strata Hub", to;*

*i) local council; and            ii) NSW Fire Brigade*

(a) Nominations already received in writing prior to this meeting are as follows: Nil

(b) **RESOLVED** that the Owners Corporation determine the number of members of the Strata Committee (not being more than 9) to be eight (8);

(c) **RESOLVED** that the following persons be the members of the Strata Committee elected in accordance with the provisions of the Strata Schemes Regulation 2016, cl.9 and cl.10:

Declan Pigott	Lot 2
Erin Bennett	Lot 5
Sophie Allchurch	Lot 6
Belinda Halliday	Lot 8
Nigel Leech	Lot 12
Peter Malatesta	Lot 13
Thoma Dougherty	Lot 17
Chris Gersbach	Lot 19

Noted: That the eligible tenant representative on the Strata Committee is: N/A

**14 Special By-Law - Electronic Voting**

(a) THAT the owners corporation **RESOLVED** pursuant to Regulation 14 of the Strata Schemes Management Regulation 2016 to adopt all the means of voting as provided in Regulation 14(1) or as made available by the strata managing agent.

And Further **RESOLVED** that:

(b) That the Owners Corporation **SPECIALLY RESOLVED** pursuant to Section 141 of the Strata Schemes Management Act 2015 to make an additional by-law on the following terms and have it registered (see full by-law annexed).

**THE MOTION WAS RESOLVED UNANIMOUSLY**

**15 Special By-Law - Electronic Keeping of Records and Service of Documents**

THAT the owners corporation **SPECIALLY RESOLVED** pursuant to Section 141 of the Strata Schemes Management Act 2015 to make an additional by-law on the following terms and have it registered: (see full by-law annexed).

**THE MOTION WAS RESOLVED UNANIMOUSLY**

**16 Special By-Law - Renovations**

That the Owners Corporation **SPECIALLY RESOLVED**:

(a) Pursuant to sections 109, 110 and 136 of the Strata Schemes Management Act 2015, to make an additional by-law on the following terms and have it registered; and

(b) Pursuant to Section 106(3) of the Strata Schemes Management Act 2015 that:

(i) it is inappropriate for the Owners Corporation to maintain, renew, replace or repair any item of cosmetic work or minor renovations referred to and carried out in accordance with the additional by-law; and,

(ii) in the light of the obligations imposed on owners in the additional by-law, the decision of the Owners Corporation will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

**THE MOTION WAS RESOLVED UNANIMOUSLY**



**17 Major Renovation - Lot 10 Additional Scope  
Schedule 1**

THAT the owners corporation **SPECIALLY RESOLVED** pursuant to s.108(2) of the Strata Schemes Management Act 2015:

1. That the owner of lot 10 ("the owner"), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) Upgrade of living room ceiling and insulation, described in renovation application form, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. That the authority referred to in paragraph 1 is given by the owners corporation:
  - (a) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and
  - (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the responsibility for maintenance referred to in 2(a).

**THE MOTION WAS RESOLVED UNANIMOUSLY**

**Schedule 2**

THAT the owners corporation **SPECIALLY RESOLVED** pursuant to s.108(5) of the Strata Schemes Management Act 2015 to make an additional by-law in the following terms and have it registered:

**SPECIAL BY-LAW**

1. The owners corporation has given authority pursuant s.108 of the Strata Schemes Management Act 2015 to the owner lot 10 ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) Upgrade of living room ceiling and insulation, described in renovation application form, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

**SCHEDULE OF CONDITIONS**

4. In this schedule:
  - (a) "Act" means the Strata Schemes Management Act 2015;
  - (b) "Authority" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the Environmental Planning and Assessment Act 1979);
  - (c) "Lot" means lot 10;
  - (d) "work" means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;

- (ii) A thing includes the whole or part of it;
- (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
- (iv) A document includes any amendment or replacement of it;
- (v) "Including" and similar expressions are not words of limitation;
- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

#### Before work is carried out

---

5. Before carrying out work, the owner must:

(a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979.

(b) Give to the owners corporation evidence at those persons carrying out the work has:

(i) Any requisite current licence to conduct the work;

(ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);

(iii) Insurance if required under Section 92 of the Home Building Act 1989;

(iv) Workers compensation insurance if required by law;

(c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;

(d) If the work involves:

(i) Removing carpet or other soft floor coverings to expose underlying hard floors; or

(ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;

(e) If requested by the owners corporation:

(i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;

(ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;

(iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

#### When work is being carried out

---

6. When carrying out work, the owner must:

(a) Comply with any condition or requirement of any Authority;

- (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
  - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
  - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

---

- 7. After carrying out work, the owner must:
  - (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
  - (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
  - (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
  - (d) If the work involved:
    - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,

- (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

- (e) If required by the owners corporation:

- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
- (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

#### Use of work

---

- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

#### Repair of any damage

---

- 9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

#### Repair and maintenance

---

- 10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

#### Indemnity

---

- 11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;
  - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) Owner's breach of any part of this by-law.

#### Insurance

---

- 12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage

to the building caused by the work.

## Bond

---

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

## BREACH OF THIS BY-LAW

---

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
  - (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

## THE MOTION WAS RESOLVED UNANIMOUSLY

**CLOSURE:** There being no further business, the Chairperson declared the meeting closed at: 6:38 PM.

## CHAIRPERSON

*Liability limited by a scheme approved under Professional Standards Legislation.*

**MINUTES OF A STRATA COMMITTEE MEETING  
FOR THE OWNERS - STRATA PLAN 49738 HELD BY VIDEO/TELECONFERENCE**

**ADDRESS OF THE STRATA SCHEME:** Riverina Flats, 265 Palmer Street, DARLINGHURST NSW 2010

**DATE, PLACE & TIME OF MEETING:** A meeting of the Strata Committee of The Owners - Strata Plan 49738 was held on 06/09/22 immediately following the Annual General Meeting via video/teleconference.

**PRESENT:** D J M Pigott, S Allchurch,, P Malatesta, T Dougherty & C Gersbach

**CHAIRPERSON:** Bryan Khou acted as Chairperson of the meeting.

**MOTIONS:**

**1 Appointment Chairperson, Secretary & Treasurer**

**RESOLVED** that, pursuant to Section 41 of the Strata Schemes Management Act, 2015:

(a) That Peter Malatesta be appointed Chairperson of the Strata Committee until the conclusion of the next Annual General Meeting.

(b) That Sophie Allchurch be appointed Secretary of the Strata Committee until the conclusion of the next Annual General Meeting.

(c) That the strata agent be appointed Treasurer of the Strata Committee until the conclusion of the next Annual General Meeting.

**2 Committee Liaison**

(a) **RESOLVED** that Sophie Allchurch be nominated to liaise with the Strata Managing Agent and be the schemes point of contact.

(b) **RESOLVED** that Declan Pigott be nominated to liaise with the Strata Managing Agent and be the schemes substitute point of contact.

**3 Old Records**

**RESOLVED** that the Managing Agent is hereby authorised to destroy records older than seven (7) years, the minimum retention period required under the Strata Schemes Management Act.

**4 Minutes of the last meeting**

**RESOLVED** that the Minutes of the last Strata Committee Meeting be confirmed as a true record of the proceedings of that Meeting.

**5 Property & Administrative Matters**

**RESOLVED** that any property and administrative matters presented be considered and accordingly dealt with by the Meeting.

5.1 The strata agent is to check with the cleaner regarding his responsibility as a site care taker

5.2 The committee resolved to invest \$300,000.00 into a term deposit, the terms is to be decided by the committee subject to the latest interest rate8

**6 Future Meetings**

**RESOLVED** that the date, time and place of future meetings be determined as follows:

(a) Annual General Meeting - to be determined.

(b) Strata Committee Meetings - Tuesday, 6 December 2022, 6:00 PM by Zoom.

**CLOSURE:** There being no further business, the Chairperson declared the meeting closed at: 6:53 PM.

CHAIRPERSON



## Approved Budget to apply from 01/07/2022

Liability limited by a scheme approved  
under Professional Standards Legislation

Owners Strata Plan 49738

Riverina Flats, 265 Palmer Street, DARLINGHURST  
NSW 2010

### Administrative Fund

Approved  
budget

#### Revenue

Levies Receivable--Ordinary-- Admin	51,000.00
<i>Total revenue</i>	<u>51,000.00</u>

#### Less expenses

Admin--Agent Disbursements	1,320.00
Admin--Agent--Management Fees--Additional	5,000.00
Admin--Agent--Management Fees--Standard	4,400.00
Admin--Auditors--Audit Services	840.00
Admin--Bank Charges--With GST	100.00
Insurance--Building Insurance Premiums	14,000.00
Maint Bldg--Building--General Repairs	3,600.00
Maint Bldg--Cleaning	13,500.00
Maint Bldg--Contractor Compliance	80.00
Maint Bldg--Electrical--General Repairs	1,000.00
Maint Bldg--Fire Protection--Contract	5,000.00
Maint Bldg--Fire Protection--Repairs	1,000.00
Maint Grounds--Lawns & Gardening	500.00
Staff--Contract Building Manager	3,800.00
Utility--Electricity Supply	3,500.00
Utility--Water & Sewerage	4,200.00
<i>Total expenses</i>	<u>61,840.00</u>

#### Surplus/Deficit

(10,840.00)

Opening balance 24,836.79

#### Closing balance

\$13,996.79

Total units of entitlement 1000  
Levy contribution per unit entitlement \$56.10

Budgeted standard levy revenue 51,000.00  
Add GST 5,100.00  
Amount to raise in levies including GST \$56,100.00

**Capital Works Fund****Approved  
budget****Revenue**

Levies Receivable--Ordinary--Capital Works 45,000.00

*Total revenue* 45,000.00**Surplus/Deficit**

45,000.00

Opening balance 514,315.27

**Closing balance**

\$559,315.27

Total units of entitlement 1000

Levy contribution per unit entitlement \$49.50

Budgeted standard levy revenue 45,000.00

Add GST 4,500.00

Amount to raise in levies including GST \$49,500.00





**Approved Levy Posting for  
Owners Strata Plan 49738  
ABN 49520651537**

PO Box 2001 Spit Junction NSW 2088  
T: (02) 8969 3300  
info@jamesons.com.au  
www.jamesons.com.au

Liability limited by a scheme approved  
under Professional Standards Legislation

**First instalment due date:** 01/01/2023

**Discount:** Nil

**Instalment frequency:** Quarterly

**Group:**

**Number of instalments:** 4

**Entitlement set:** Levy Entitlement

**Description:** Quarterly Admin/Capital  
Works Levy

**Levy determination date:** 06/09/2022

<b>Lot No.</b>	<b>Unit No.</b>	<b>Unit Entitlement</b>	<b>Administrative Fund</b>	<b>Capital Works Fund</b>	<b>Total</b>
1	1	48.00	2,692.80	2,376.00	5,068.80
2	2	48.00	2,692.80	2,376.00	5,068.80
3	3	19.00	1,066.00	940.60	2,006.60
4	4	45.00	2,524.60	2,227.60	4,752.20
5	5	51.00	2,861.20	2,524.60	5,385.80
6	6	51.00	2,861.20	2,524.60	5,385.80
7	7	20.00	1,122.00	990.00	2,112.00
8	8	50.00	2,805.00	2,475.00	5,280.00
9	9	52.00	2,917.20	2,574.00	5,491.20
10	10	52.00	2,917.20	2,574.00	5,491.20
11	11	20.00	1,122.00	990.00	2,112.00
12	12	51.00	2,861.20	2,524.60	5,385.80
13	13	54.00	3,029.40	2,673.00	5,702.40
14	14	54.00	3,029.40	2,673.00	5,702.40
15	15	21.00	1,178.20	1,039.60	2,217.80
16	16	52.00	2,917.20	2,574.00	5,491.20
17	17	55.00	3,085.60	2,722.60	5,808.20
18	18	60.00	3,366.00	2,970.00	6,336.00
19	19	21.00	1,178.20	1,039.60	2,217.80
20	20	54.00	3,029.40	2,673.00	5,702.40
21	21	51.00	2,861.20	2,524.60	5,385.80
22	22	71.00	3,983.20	3,514.60	7,497.80

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Capital Works Fund	Total
<b>Totals</b>		1,000.00	\$56,101.00	\$49,501.00	\$105,602.00
<b>GST included in amounts to be raised</b>			\$5,100.20	\$4,500.20	\$9,600.40
<b>Amount to be raised per unit of entitlement</b>			\$56.10	\$49.50	\$105.60

**The following advanced instalment settings were used:**

Due date	Description	Administrative Fund	Capital Works Fund	Total	Comment
01/01/2023	Quarterly Admin/Capital Works Levy	14,025.00	12,375.00	26,400.00	
01/04/2023	Quarterly Admin/Capital Works Levy	14,025.00	12,375.00	26,400.00	
01/07/2023	Quarterly Admin/Capital Works Levy	14,025.00	12,375.00	26,400.00	
01/10/2023	Quarterly Admin/Capital Works Levy	14,025.00	12,375.00	26,400.00	
		\$56,100.00	\$49,500.00	\$105,600.00	



# Notice of Annual General Meeting to be held by Video/Teleconference

The meeting will be conducted as a video/teleconference using "Zoom". To join the meeting please either:

1. Visit [www.zoom.us/join](http://www.zoom.us/join); or
2. Call (02) 8015 6011  
and enter the Meeting ID: 931 5911 9378  
and Password: 49738

Owners Strata Plan: 49738  
Riverina Flats, 265 Palmer Street, DARLINGHURST NSW 2010

Meeting Date: Tuesday, 06 September 2022

Meeting Time: 06:00 PM

Meeting Venue: Meeting to be held by video/teleconference only (hosted by Jamesons at Level 1, 60 Harbour St, Mosman, 2088)

Strata Manager: Bryan Khou

Website- [www.Jamesons.com.au](http://www.Jamesons.com.au)

Address:

Level 1, 60 Harbour St (Cnr Military Road) Mosman NSW 2088

PO Box 2001 Spit Junction NSW 2088

Ph: 02 8969 3300

## **IMPORTANT NOTES RELATING TO THE STRATA LEGISLATION**

**TENANTS** - If you are a tenant and receiving this notice, please be aware that tenants are now invited to attend the Annual General Meeting as observers only.

**PROXIES** - There are new restrictions on the number of proxies that can be held by a person at General Meetings.

(a) If the strata scheme has 20 lots or less, the number of proxies that can be held by a person at the meeting is 1 (one)

(b) If the strata scheme has more than 20 lots, a person cannot hold more than 5% of the total number of lots.

A physical person must be named on the proxy form. Please do not nominate the Chairperson, Strata Manager or Jamesons as your proxy for the meeting.

**QUORUM** - If a quorum is not present after 30 minutes, the chairperson can declare that the persons present and entitled to vote constitute a quorum for the meeting.

**NOTE** - For more information on the Strata legislation visit our website at [www.jamesons.com.au/blog](http://www.jamesons.com.au/blog)

A Strata Committee Meeting will be held immediately following the Annual General Meeting.

**NOTICE OF AN ANNUAL GENERAL MEETING FOR:  
THE OWNERS - STRATA PLAN 49738, Riverina Flats, 265 Palmer Street, DARLINGHURST NSW 2010**

**AGENDA:**

1. To Record Attendance and Voting Rights
2. To Receive Proxies and Apologies
3. To Consider the Following Motions

**MOTIONS:**

**1 Minutes of Previous General Meeting**

That the Minutes of the previous General Meeting held 01/01/1900 be confirmed as a true and accurate account of the proceedings of that Meeting.

*[Explanatory Note: Section 8(1)(a) of Schedule 1 of the Strata Schemes Management Act 2015 requires a motion to confirm the minutes of the previous general meeting.]*

**2 Annual Statement of Accounts**

That the Annual Statement of Accounts for the Administrative Fund and Capital Works Fund (and any other Fund prepared by the Owners Corporation) for the year ended 30/06/2022 be received and adopted.

*[Explanatory Note: Clause 9(b) of Schedule 1 of the Strata Schemes Management Act 2015 requires a motion to adopt financial statements.]*

**3 Proposed Annual Budget (Estimated Receipts & Payments)**

That the proposed annual estimates of expenditure for the year ending 30/06/23 be received and adopted and that contributions be determined as follows: -

(a) That contributions to the Administrative Fund are estimated in accordance with Section 79 (1) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$56,100.00 including GST; and

(b) That contributions to the Capital Works Fund are based upon the latest Capital Works Fund Report, and are estimated in accordance with Section 79 (2) and determined in accordance with Section 81 (1) of the Strata Schemes Management Act 2015 at: -

\$49,500.00 including GST; and

(c) That both contributions be paid in regular quarterly instalments, due and payable as follows:

01/01/23, 01/04/23, 01/07/23, 01/10/23.

and continue to be determined and paid in subsequent quarters per amounts listed under a) and b) of this motion until otherwise determined by the Owners Corporation.

*[Explanatory Note: Under section 79(1) and 81(1) of the Strata Schemes Management Act 2015 there are requirements to determine the amounts required to credit to the administrative and capital works funds and to levy those amounts at each Annual General Meeting. Part (c) of the motion allows for the owners corporation to continue raising levies beyond the initial four quarters until a subsequent general meeting determines otherwise. This allows for no disruption in the scheme's cash-flow. Where applicable, levy contributions are inclusive of GST.]*

**4 Audit of Accounts**

That the Financial Statement of Accounts of the Owners Corporation be audited for the ensuing year by an appropriately qualified person.

*[Explanatory Note: Section 95 states that a mandatory audit is required if the annual budget of the strata scheme plus opening balance of funds exceeds, or is likely to exceed, \$250,000.00.]*

## 5 Capital Works Fund Plan

That the Owners Corporation: -

- Prepare and/or review the current Capital Works Fund 10 year plan; and
- Engage a suitably qualified consultant to assess the major capital works and general maintenance requirements of the building;
- Submit that Report to the Strata Committee to determine appropriate action; and
- Delegate to the strata managing agent the authority to undertake any additional functions in accordance with their Agency Agreement to obtain necessary quotations and engage contractors to prepare the Report and any other work as approved by the Strata Committee.

NB: Date that Capital Works Fund Plan is due for review - 02/02/2022.

*[Explanatory Note: Under section 80 of the Strata Schemes Management Act 2015, the owners corporation is required to have a 10-year capital works fund plan in place. Clause 6 of Schedule 1 of the Strata Schemes Management Act 2015 provides a mandatory motion to prepare or review the 10-year plan for the capital works. Section 80(3) of the Strata Schemes Management Act 2015 provides that an owners corporation may, by resolution at a general meeting, review, revise or replace a 10-year plan prepared and must review the plan at least once every 5 years. Further, section 80(7) of the Strata Schemes Management Act 2015 provides that the owners corporation is, so far as practicable (and subject to any adjustments), to implement the 10 year capital works fund plan.]*

## 6 Levy Recovery

That the Owners Corporation for the purpose of collecting overdue levy contributions, interest and related expenses thereon and pursuant to the Act (including Section 103 (3) (b), authorise the Strata Managing Agent and/or the Strata Committee to do any of the following: -

- a) Levy Recovery Stage 1: issue a Reminder Notice after 31 days from the levy due date for debts in excess of \$200.00;
- b) Levy Recovery Stage 2: issue Final Notice after 60 days from the levy due date for debts in excess of \$200.00;
- c) Levy Recovery Stage 3: after 90 days from the original date the levy was due, and where the debt is in excess of \$500.00, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners - Strata Plan 49738 to issue a letter of demand and/or to commence, pursue, continue to defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- d) Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;
- e) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- f) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

And further that;

- g) Subject to the agreement of the Strata Committee, the Owners Corporation agree to enter into payment plans for the recovery of outstanding levy contributions in accordance with the provisions of Section 85(5) of the Strata Schemes Management Act 2015.

*[Explanatory Note: This motion sets out the steps the owners corporation instructs our agency to take should any lot owner fall into levy arrears. Costs associated with levy arrears include; 1. Simple interest, on amounts owing, at an annual rate of 10% p.a., and 2. Recovery of the reasonable expenses the owners corporation incurred in recovering amounts due. Expenses include agency costs to issue levy reminder letters charged at \$33 for stage 1 & 2 reminders and \$88 for stage 3 action i.e. referring debt to a third party as detailed under part c) of this motion. Costs of any third-party debt recovery firm are also recoverable from the debtor.]*

## **Insurances**

### **(a) General Insurances**

That the Owners Corporation note and confirm the general insurance cover as effected over the strata scheme and detailed in the meeting agenda.

*[Explanatory Note: The owners corporation is required to maintain mandatory insurance and can take out additional insurance. This motion is a requirement of clause 9(d) of Schedule 1 of the Strata Schemes Management Act 2015.]*

### **(b) Insurance Quotations**

That the Owners Corporation authorise and delegate to the Strata Committee and Strata Managing Agent the function of obtaining three (3) quotations for insurance over the strata scheme and further that the Strata Managing Agent be authorised and directed to arrange appropriate cover.

*[Explanatory Note: Quotations obtained include mandatory insurances and may also include optional insurances as determined by the owners corporation e.g. office bearers liability & fidelity guarantee insurance as detailed under parts (c) and (d) of this motion.]*

### **(c) Office Bearers Liability Insurance**

That the Owners Corporation effects/renews Office Bearer's Liability insurance to cover office holders and/or Committee members from damages claims arising as a result of an act of omission, committed or omitted in good faith in performing the functions of their office, at the existing level of cover as shown in the Insurance Summary contained within the notice of the Annual General Meeting or such other limit that may be determined by the meeting.

*[Explanatory Note: Office bearers liability insurance provides cover for losses arising from alleged wrongful acts or omissions of the strata committee, committed or omitted in good faith in the course of carrying out their duties as a committee. It is not compulsory, however it is a requirement under clause 9(c) of Schedule 1 of the Strata Schemes Management Act 2015 for the owners corporation to decide whether to take this type of insurance out at each Annual General Meeting.]*

### **(d) Fidelity Guarantee Insurance**

That the Owners Corporation effects/renews Fidelity Guarantee Insurance to cover for losses arising from misappropriation of money or other property of the owners corporation.

*[Explanatory Note: Fidelity guarantee insurance provides cover for losses arising from misappropriation of money or other property of the owners corporation. It is not compulsory, however it is a requirement under clause 9(c) of Schedule 1 of the Strata Schemes Management Act 2015 for the owners corporation to decide whether to take this type of insurance out at each Annual General Meeting. The cost of such cover is typically factored into building insurance costs i.e. its removal generally does not result in lower premiums.]*

### **(e) Valuation**

That the Strata Managing Agent be authorised to arrange an annual revaluation of the building for insurance purposes for replacement.

N.B. The average cost of a valuation is between \$500.00 - \$750.00.

**Date of the last Building Valuation: 25/01/21.**

*[Explanatory Note: The former legislation only required consideration of the replacement value. However, **reinstatement** is also required and in some circumstances this amount could exceed the replacement value, leaving the scheme underinsured. It is expected that the valuer's fee to value **reinstatement** costs will be higher than just for replacement costs.]*

*The legislation does not require an owners corporation to obtain a valuation, however this is highly recommended and any former valuation obtained before 30 November 2016 probably only allowed for replacement costs and not **reinstatement** costs.]*

## INSURANCE SUMMARY

### Insurance Commission

Please note that Jamesons rebates 100% of the Insurance Commission directly back to our clients.

The total Insurance Commission rebate for the Owners Corporation for the year was: .

### Building Insurance Information

Policy No.820198  
Corporate Home Unit Underwriting Agencies Pty Lt  
Type : Strata  
Broker : Coverforce Insurance

Premium : \$13,305.61      Paid on : 16/03/22      Start : 11/03/22      Next due : 11/03/23

Cover	Sum Insured	Excess
Building	\$7,944,656.00	\$1,000.00
Common Contents	\$132,560.00	\$1,000.00
Loss of Rent	\$1,191,698.00	\$1,000.00
Catastrophe	\$2,383,396.00	\$1,000.00
Public Liability	\$20,000,000.00	\$1,000.00
Fidelity Guarantee	\$100,000.00	\$1,000.00
Voluntary Workers	Not Included	\$1,000.00
Audit Costs	\$25,000.00	\$1,000.00
Oh&s Expenses	\$100,000.00	\$1,000.00
Lot Owner Fixtures & Improvements	\$250,000.00	\$1,000.00
Office Bearers	\$1,000,000.00	\$1,000.00
Legal Defence Ex	\$50,000.00	\$1,000.00

### 8 Commissions and Training Services

That the below information be received from the Strata Managing Agent on commissions and training services received in the last 12 months and the estimate of commissions and training services to be received in the next 12 months: -

(a) Commission was received totalling **\$0 (nil)** in the past 12 months, and it is estimated an amount of **\$0 (nil)** is likely to be received in the next 12 months.

**NOTE: Jamesons rebates all insurance commission directly back to the strata scheme. This rebated amount lowers the insurance policy premium payable by the Owners Corporation.**

The total Insurance Commission rebate for the Owners Corporation for the year was: \$2089.46

(b) Regular training services were received in the past 12 months from Bannermans Lawyers and Strata Specialist Lawyers (by way of regular on-line webinars). It is anticipated that on-going training webinars, from Bannermans Lawyers and Strata Specialist Lawyers, will continue to be provided in the coming 12 months.

*[Explanatory Note: It is a requirement under section 60 of the Strata Schemes Management Act 2015 that the agent provide a report on the details and amounts of the commissions received for the preceding 12 months and anticipated details and amount of commissions and training services for the following 12 months.]*

## 9 Reappointment of Managing Agent

That in accordance with Section 49 of the Strata Schemes Management Act 2015 (Act): 49738

(a) Jamesons continues to be appointed as Strata Managing Agent of Strata Plan 49738

(b) The Owners Corporation delegates to the Agent all of the functions of the Owners Corporation (other than those listed in Section 52(2) of the Act); and

(c) Its Chairperson, Secretary, Treasurer and Strata Committee necessary to enable the Agent to carry out the "Agreed Services" and the "Additional Services" as defined in the Agency Agreement tabled at this meeting

(d) The delegation to the Agent is subject to the conditions and limitations contained in the Agreement

(e) The Owners Corporation execute the Agreement to give effect to this appointment

(f) Authority be given for the common seal of the Owners Corporation to be affixed to the Agreement by two owners or members of the Strata Committee.

*[Explanatory Note: Pursuant to sections 49 and 50 of the Strata Schemes Management Act 2015, the appointment of a managing agent is for a maximum term of three years. The decision to re-appoint an agent must be made in a general meeting.]*

## 10 Fire Safety

That the Owners Corporation engage a suitably qualified consultant/fire contractor to carry out a Fire Safety inspection and, if applicable prepare an Annual Fire Safety Statement (AFSS) in accordance with the provisions of the Environmental Planning and Assessment Act 1979, and;

(a) that any essential maintenance/renewal of fire safety measures be reported to the Strata Committee, and;

(b) that the Strata Committee be authorised to seek quotations and engage contractors to remedy any deficiencies, and, if applicable arrange for an AFSS to be signed by a competent person on behalf of the strata scheme for lodgement with local Council and the Fire Commissioner.

*[Explanatory Note: If an annual fire safety statement is required for the building under the Environmental Planning and Assessment Act 1979, the owners corporation is required to consider it at each annual general meeting and to make arrangements for obtaining the next annual fire safety statement in accordance with clause 6(c) of Schedule 1 of the Strata Schemes Management Act 2015. It is recommended to use an independent certifier.]*

## 11 Utility Service Review

That the Owners - Strata Plan 49738, pursuant Schedule 1, Clause 6 (e) of the Strata Schemes Management Act 2015, authorise the managing agent and its strata committee to enter into an agreement for the supply of electricity, gas or any other utility service.

*[Explanatory Note: Clause 6 of Schedule 1 of the Strata Schemes Management Act 2015 requires the owners corporation to consider any supply agreements that owners corporation currently has in relation to utilities.*

*Jamesons Strata Management undertakes this delegated function by obtaining quotes for utility services on a regular basis.*

*Jamesons Strata Management does not receive any commission for this service.]*

## 12 Restrictions on Committee

That, for the purposes of Section 36(3) of the Strata Schemes Management Act 2015, there be no special restrictions placed on the Strata Committee in relation to matters which the Committee is authorised to decide without referral to a General Meeting.

OR

That, for the purpose of Section 36(3) of the Strata Schemes Management Act, 2015, the Strata Committee is directed to refer the following matters to a General Meeting of owners for approval.

*[Explanatory Note: The owners corporation can place restrictions on the strata committee and determine that certain matters or types of matters cannot be decided by the strata committee but must be decided by the owners corporation at a general meeting. This motion is required to be on the agenda for each annual general meeting.]*



### 13 Election of Strata Committee

That nominations be received for election of the Strata Committee.

**N.B.** Members must be financial to be eligible for appointment or election to the Strata Committee and consent to the nomination. Any candidate for election to the Strata Committee must, if applicable, disclose any connections with the original owner or building manager of the scheme.

*Elected Strata Committee Members should note that, in compliance with NSW Government requirements relating to "Strata Hub", details of the chairperson and secretary are required to be uploaded onto "Strata Hub". Contact details will be accessible, via the "Strata Hub", to;*

*i) local council; and            ii) NSW Fire Brigade*

(a) Nominations already received in writing prior to this meeting are as follows: Nil

(b) That the Owners Corporation determine the number of members of the Strata Committee (not being more than 9)

(c) That the Strata Committee be elected in accordance with the provisions of the Strata Schemes Regulation 2016, cl.9 and cl.10

**N.B.** If the number of candidates is greater than the number decided upon by the meeting - a ballot is to be held

**Noted:** That the eligible tenant representative on the Strata Committee is: N/A

*[Explanatory Note: The owners corporation is required to have a strata committee. Under clause 8(1)(b) of Schedule 1 of the Strata Schemes Management Act 2015 a notice for an AGM must include a motion to determine the number of strata committee members and to elect the strata committee. The election of the strata committee cannot be decided by pre-electronic voting.]*

### 14 Special By-Law - Electronic Voting

(a) **THAT** the owners corporation **RESOLVES** pursuant to Regulation 14 of the Strata Schemes Management Regulation 2016 to adopt all the means of voting as provided in Regulation 14(1) or as made available by the strata managing agent.

*Explanatory Note: This motion seeks to adopt all the means of electronic voting under Regulation 14(1) of the Strata Schemes Management Regulation 2016 or so much or those made available by the strata managing agent. This motion must be passed by ordinary resolution. An ordinary resolution is passed if a majority of votes are cast for the motion, with each person have in one vote in respect of each lot the person is entitled to vote, unless a poll is called.*

**And Further that:**

(b) That the Owners Corporation **SPECIALLY RESOLVES** pursuant to Section 141 of the Strata Schemes Management Act 2015 to make an additional by-law on the following terms and have it registered (see full by-law annexed).

**Explanatory Note:**

*This motion seeks to make a by-law that allows electronic voting to be conducted if the owners corporation or the strata committee determines to allow electronic voting at a strata committee meeting and general meeting of the owners corporation. The previous motion is a motion that allows electronic voting. The by-law sets out what must be provided to a person who wants to exercise an electronic vote and the process for electronic voting.*

*The motion must be passed by special resolution. A special resolution is resolution passed in a general meeting of the owners corporation where no more than 25% of the value of votes cast are against the motion. The value of a vote in respect of a lot is equal to the unit entitlement of the lot.*

### 15 Special By-Law - Electronic Keeping of Records and Service of Documents

**THAT** the owners corporation **SPECIALLY RESOLVES** pursuant to Section 141 of the Strata Schemes Management Act 2015 to make an additional by-law on the following terms and have it registered: (see full by-law annexed).

*[Explanatory Note: This motion seeks to make a by-law that allows the owners corporation to store the strata roll or any other document it is required to store, in electronic form, and allows the owners corporation to serve a document on an owner by email. The by-law also requires an owner to give an email address if served with a notice by the owners corporation asking for an email address. If the owner does not comply then the owners corporation may charge the owner the costs of serving any document other than electronically. The strata committee to waive the requirement to pay the costs if an owner does not have an email address.*

*The motion must be passed by special resolution. A special resolution is resolution passed in a general meeting of the owners corporation where no more than 25% of the value of votes cast are against the motion. The value of a vote in respect of a lot is equal to the unit entitlement of the lot.]*

**16 Special By-Law - Renovations**

That the Owners Corporation SPECIALLY RESOLVES:

- (a) Pursuant to sections 109, 110 and 136 of the Strata Schemes Management Act 2015, to make an additional by-law on the following terms and have it registered; and
- (b) Pursuant to Section 106(3) of the Strata Schemes Management Act 2015 that:
  - (i) it is inappropriate for the Owners Corporation to maintain, renew, replace or repair any item of cosmetic work or minor renovations referred to and carried out in accordance with the additional by-law; and,
  - (ii) in the light of the obligations imposed on owners in the additional by-law, the decision of the Owners Corporation will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

(See full by-law annexed)

*[Explanatory Notes: The first part of the motion is for the owners corporation to make a new by-law about renovations in the strata scheme under the Strata Schemes Management Act. Renovations which affect the common property are split into three parts: Cosmetic Work, which does not require the permission of the owners corporation; Minor Renovations, which require the owners corporation or the strata committee to provide approval; and Major Renovations which require the owners corporation to pass a special resolution and make a by-law. Each type of renovation is defined in the by-law and has certain conditions which must be met by owners.*

*The second part of the motion is for the owners corporation to resolve that it is inappropriate to maintain, renew, replace or repair any item of Cosmetic Work or Minor Renovations carried out by an owner in accordance with the by-law, therefore alleviating this requirement on the owners corporation.*

*The motion must be passed by special resolution. A special resolution is resolution passed in a general meeting of the owners corporation where no more than 25% of the value of votes cast are against the motion. The value of a vote in respect of a lot is equal to the unit entitlement of the lot.]*

**17 Major Renovation - Lot 10 Additional Scope  
Schedule 1**

THAT the owners corporation SPECIALLY RESOLVES pursuant to s.108(2) of the Strata Schemes Management Act 2015:

- 1. That the owner of lot 10 ("the owner"), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) Upgrade of living room ceiling and insulation, described in renovation application form, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
- 2. That the authority referred to in paragraph 1 is given by the owners corporation:
  - (a) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and
  - (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the responsibility for maintenance referred to in 2(a).

**Schedule 2**

THAT the owners corporation SPECIALLY RESOLVES pursuant to s.108(5) of the Strata Schemes Management Act 2015 to make an additional by-law in the following terms and have it registered:

**SPECIAL BY-LAW**

- 1. The owners corporation has given authority pursuant s.108 of the Strata Schemes Management Act 2015 to the owner lot 10 ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) Upgrade of living room ceiling and insulation, described in renovation application form, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and

- (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
- 2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
- 3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

#### SCHEDULE OF CONDITIONS

- 4. In this schedule:
  - (a) "Act" means the Strata Schemes Management Act 2015;
  - (b) "Authority" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the Environmental Planning and Assessment Act 1979);
  - (c) "Lot" means lot 10;
  - (d) "work" means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;
    - (ii) A thing includes the whole or part of it;
    - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
    - (iv) A document includes any amendment or replacement of it;
    - (v) "Including" and similar expressions are not words of limitation;
    - (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
    - (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

#### Before work is carried out

---

- 5. Before carrying out work, the owner must:
  - (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979.
  - (b) Give to the owners corporation evidence at those persons carrying out the work has:
    - (i) Any requisite current licence to conduct the work;
    - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
    - (iii) Insurance if required under Section 92 of the Home Building Act 1989;
    - (iv) Workers compensation insurance if required by law;
  - (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;

- (d) If the work involves:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or
  - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;

- (e) If requested by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
  - (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

#### When work is being carried out

---

- 6. When carrying out work, the owner must:
  - (a) Comply with any condition or requirement of any Authority;
  - (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
  - (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
    - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
    - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
  - (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
  - (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
  - (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

#### After work is carried out

---

7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If the work involved:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
  - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

- (e) If required by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

#### Use of work

---

- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

## Repair of any damage

---

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

## Repair and maintenance

---

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

## Indemnity

---

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;
  - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) Owner's breach of any part of this by-law.

## Insurance

---

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

## Bond

---

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

## BREACH OF THIS BY-LAW

---

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

## 2 Schedule 1

THAT the owners corporation SPECIALLY RESOLVES pursuant to s.108(2) of the Strata Schemes Management Act 2015:

1. That the owner of lot 6 ("the owner"), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) Renovation without redesign of bathroom, kitchen, laundry, full re-waterproofing therein, installation of air conditioning unit with piping installed in roof cavity, and replacement of all floor coverings, described in renovation application form, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. That the authority referred to in paragraph 1 is given by the owners corporation:
  - (a) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and
  - (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the responsibility for maintenance referred to in 2(a).

## 3 Schedule 2

THAT the owners corporation SPECIALLY RESOLVES pursuant to s.108(5) of the Strata Schemes Management Act 2015 to make an additional by-law in the following terms and have it registered:

### SPECIAL BY-LAW

1. The owners corporation has given authority pursuant s.108 of the Strata Schemes Management Act 2015 to the owner lot 6 ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) Renovation without redesign of bathroom, kitchen, laundry, full re-waterproofing therein, installation of air conditioning unit with piping installed in roof cavity, and replacement of all floor coverings, described in renovation application form, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### SCHEDULE OF CONDITIONS

4. In this schedule:
  - (a) "Act" means the Strata Schemes Management Act 2015;
  - (b) "Authority" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the Environmental Planning and Assessment Act 1979);
  - (c) "Lot" means lot 6;
  - (d) "work" means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:

- (i) Reference to the singular includes the plural and vice versa;
- (ii) A thing includes the whole or part of it;
- (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
- (iv) A document includes any amendment or replacement of it;
- (v) "Including" and similar expressions are not words of limitation;
- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

---

5. Before carrying out work, the owner must:

(a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979.

(b) Give to the owners corporation evidence at those persons carrying out the work has:

(i) Any requisite current licence to conduct the work;

(ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);

(iii) Insurance if required under Section 92 of the Home Building Act 1989;

(iv) Workers compensation insurance if required by law;

(c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;

(d) If the work involves:

(i) Removing carpet or other soft floor coverings to expose underlying hard floors; or

(ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;

(e) If requested by the owners corporation:

(i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;

(ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;

(iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;



#### When work is being carried out

---

6. When carrying out work, the owner must:
- (a) Comply with any condition or requirement of any Authority;
  - (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
  - (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
    - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
    - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
  - (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
  - (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
  - (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
  - (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
  - (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
  - (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
  - (m) Not use common property power or water;
  - (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

#### After work is carried out

---

7. After carrying out work, the owner must:
- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
  - (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;

- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If the work involved:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
  - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

- (e) If required by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

#### Use of work

---

- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

#### Repair of any damage

---

- 9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

#### Repair and maintenance

---

- 10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

#### Indemnity

---

- 11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;

- (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
- (e) Owner's breach of any part of this by-law.

#### Insurance

---

- 12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

#### Bond

---

- 13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
- 14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

#### BREACH OF THIS BY-LAW

---

- 15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
  - (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

#### Costs

---

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts

---

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts

**This is the end of the meeting agenda.**

**NOTICE OF A MEETING OF THE STRATA COMMITTEE  
FOR THE OWNERS - STRATA PLAN 49738, Riverina Flats, 265 Palmer Street, DARLINGHURST NSW 2010  
HELD BY VIDEO/TELECONFERENCE**

**DATE, PLACE & TIME OF MEETING:** A Strata Committee Meeting of The Owners - Strata Plan 49738 will be held immediately following the Annual General Meeting on 06/09/22 via video/teleconference.

**The agenda for the meeting is:**

1. To Record Attendance and Voting Rights
2. To Receive Appointment of Acting Members and Apologies
3. Declaration by any member of the committee having any direct or indirect pecuniary interest in a matter under consideration at this meeting
4. To Consider the Following Agenda Items

**DETAILED AGENDA**

**1 Appointment Chairperson, Secretary & Treasurer**

That, pursuant to Section 41 of the Strata Schemes Management Act, 2015:

(a) That a Strata Committee Member be appointed Chairperson of the Strata Committee until the conclusion of the next Annual General Meeting.

(b) That a Strata Committee Member be appointed Secretary of the Strata Committee until the conclusion of the next Annual General Meeting.

(c) That a Strata Committee Member be appointed Treasurer of the Strata Committee until the conclusion of the next Annual General Meeting.

**2 Committee Liaison**

(a) That a Strata Committee Member be nominated to liaise with the Strata Managing Agent and be the schemes point of contact.

(b) That a Strata Committee Member be nominated to liaise with the Strata Managing Agent and be the schemes substitute point of contact.

**3 Old Records**

That the Managing Agent is hereby authorised to destroy records older than seven (7) years, the minimum retention period required under the Strata Schemes Management Act.

OR

That a person appointed by the meeting will collect records older than seven (7) years from the Managing Agent.

**4 Minutes of the last meeting**

That the Minutes of the last Strata Committee Meeting be confirmed as a true record of the proceedings of that Meeting.

**5 Property & Administrative Matters**

That any property and administrative matters presented be considered and accordingly dealt with by the Meeting.

**6 Future Meetings**

That the date, time and place of future meetings be determined as follows:

(a) Annual General Meeting - to determine the date, time and venue of the next Annual General Meeting.

(b) Strata Committee Meetings - to determine the date, time and venue of the next Strata Committee Meeting(s).

## MEETING NOTES TO ACCOMPANY A NOTICE OF ANNUAL GENERAL MEETING

Please contact Jameson & Associates Unit Services Pty Ltd on 02 8969 3300 or [jamesons@jamesons.com.au](mailto:jamesons@jamesons.com.au) if you have any questions about this notice.

### Attending the Meeting or Voting by Proxy

If you cannot attend the meeting and you wish to cast a vote, please complete the enclosed proxy form and return it to our office at least 24 hours before the commencement of the meeting. The form can be emailed to: [reception@jamesons.com.au](mailto:reception@jamesons.com.au)

OR

By mail to Jamesons, PO Box 2001, Spit Junction, 2088 or hand it in prior to commencement of the Meeting.

### Proxies

A proxy given to a Building Manager (caretaker), on-site residential manager or Strata Managing Agent is invalid if it would obtain or assist in obtaining a pecuniary interest for, or confer or assist in conferring any other material benefit on the proxy.

Persons voting at a meeting by proxy are not permitted to hold more than the maximum number of proxies set by the Strata Schemes Management Act 2015, schedule 1, cl. 26.

In the event the managing agent receives more than the number that may be held by one person, the proxy or proxies (as the case may be) first received in the office of the managing agent will be used at the meeting.

### Voting at the Meeting

You can exercise your voting rights at the meeting in person or by proxy. If you are a corporation your voting rights can only be exercised by your company nominee in person or by the company's proxy.

You, your company nominee or any person having authority to vote in respect of you cannot vote on a motion for an ordinary or special resolution unless the following amounts have been paid before the meeting:

- all contribution levied by the owners' corporation that are payable at the date of this notice; and
- any other money that is recoverable by the owners corporation from you at the date of this notice

If you are an owner, your vote does not count if a vote is cast on the same motion by:

- the mortgagee shown on the strata roll for your lot;
- the covenant chargee shown on the strata roll for your lot; or
- in the case of multiple mortgagees or covenant chargees - the priority mortgagee or chargee shown on the strata roll for your lot
- and if you have received at least two days' notice from the mortgagees or covenant chargees of their intention to exercise their priority vote.

### Resolutions

For voting purposes:

- an ordinary resolution is passed if the majority of votes are cast in favor of it;
- a special resolution is passed if not more than 25% of the votes cast (based on unit entitlement of the voter) are cast against it
- a unanimous resolution is passed if no vote is cast against it

The Strata Schemes Management Act 2015 prohibits the passing of any Motion of which prior notice has not been given, and listed above for consideration.

### Quorum

For a valid meeting 25% of owners who are financial must be present either in person or by proxy.

Note that the minimum number for a valid meeting is two persons who are financial. This applies to those schemes where 25% of owners is fewer than two persons.

If a quorum is not present after 30 minutes, the chairperson can declare that the persons present and entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting, or adjourn the meeting for at least 7 days.

### **Election of Strata Committee**

The Strata Committee is chosen by:

- calling for nominations (including those received prior to the commencement of the meeting)
- determining the number of members of the Strata Committee; and
- conducting a ballot for the election of members if the nominations exceed the available positions

### **Auditor**

The owners corporation must have its financial statements audited if it is over 100 lots or if the annual budget exceeds \$250,000.00. For schemes fewer than 100 lots, the owners corporation is to consider if they wish to appoint an auditor.

### **Capital Works Fund Plan**

All strata schemes must prepare a 10 year Capital Works Fund Plan and update it at least every five years.

### **Matters for General Meetings Only**

The owners corporation can restrict the Strata Committee from determining certain matters by resolving that they can only be decided at a general meeting.

### **Insurance advice**

The Agent is qualified to give general advice and information about insurance, not personal advice. If the owners corporation requires specialist insurance advice, the Agent will refer the owners corporation to an insurance advisor. If the Agent recommends that your building insurance should be placed with an insurer, the owners corporation acknowledges and agrees that the recommendation is general advice (not personal advice). The owners corporation should read the Product Disclosure Statement before making a decision to purchase that insurance.

### **Disclosures**

#### **SMATA Technologies Pty Ltd**

The Strata Agent may use the services of Smata Technologies Pty Ltd (Smata Technologies), and may refer an Owners Corporation to Smata Technologies, to obtain quotes from, and to issue work orders to, appropriately trained tradespeople for the provision of services to the Owners Corporation. The Strata Agent does not receive, and does not expect to receive any rebate, discount, commission or benefit from using the services of Smata Technologies. The Strata Agent discloses that Smata Technologies and the Strata Agent are related entities.

#### **Insurance Broking**

The Strata Agent may use the services of Coverforce CNG Insurance Broking. Coverforce CNG is a joint partnership between Jamesons Strata Management and Coverforce Partners Insurance Brokers. Both parties derive income from the broker fee as a result of placing your annual insurance and providing ongoing insurance services. The Strata Agent discloses that Coverforce CNG and the Strata Agent are related entities.

#### **Privacy Policy**

Jameson & Associates Unit Services Pty Limited has now updated its Privacy Policy in accordance with the Privacy amendment (Enhancing Privacy Protection) Act of 2012. A copy of this updated Policy is displayed on our website and is available on request by either telephoning (02) 8969 3300 or forwarding a request by email to [info@jamesons.com.au](mailto:info@jamesons.com.au)

Date of this agenda: 16 August 2022

*Liability limited by a scheme approved under Professional Standards Legislation.*

**MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS STRATA PLAN 49738  
HELD ON TUESDAY 26TH OCTOBER 2021**

=====

**PRESENT:**

Ms E Bennett	Unit 5
Ms S Allchurch & Ms C Roldan	Unit 6
Ms B Halliday	Unit 8
Ms T Ferguson	Unit 10
Mr N Leech	Unit 12
Ms S Elphinstone & Mr S Malatesta	Unit 13
Mr I Dobbs	Unit 16
Mr T Dougherty	Unit 17

**PROXIES:**

Mr C Gersbach (Unit 19) proxy to Mr I Dobbs

**APOLOGIES:**

Mr C Gersbach

**IN ATTENDANCE:**

Mr J O'Neill of O'Neill Strata Management Pty Ltd

**QUORUM:**

A quorum was declared at 6.05pm

**Minutes of the meeting:**

**1 MINUTES**

Resolved that the minutes of the last general meeting of the owners corporation held on 25th November 2020 be confirmed as a true record and account of the proceedings at that meeting.

**2 FINANCIAL STATEMENTS**

Resolved that the financial statements for the period ended 30th June 2021 be adopted.

**3 STRATA COMMITTEE**

Resolved that the number of the Strata Committee of the Owners Corporation be set at seven (7) in accordance with Regulation 9 & 10 of the Strata Schemes Management Act Regulation 2016, and those duly elected were:

Mr C Gersbach, Ms E Bennett, Ms S Allchurch, Mr P Malatesta, Mr N Leech, Mr T Dougherty, and Ms B Halliday

**4 ADDITIONAL RESTRICTIONS**

Resolved that there be no additional restrictions placed on the Strata Committee other than those currently imposed by Section 36(3) of the Act.

**5 BUDGET**

Resolved that the statement of estimated receipts and expenditure ("Budget") presented by O'Neill Strata Management Pty Ltd be adopted.

**6 LEVIES**

Resolved that contributions be determined for the twelve month period from 1st July 2021:

- to the Administrative Fund in accordance with Section 81(1) of the Strata Schemes Management

Act 2015 for the sum of \$51,000.00 p.a. (plus GST); and

- to the Capital Works Fund in accordance with Section 81(1) of the Strata Schemes Management Act 2015 for the sum of \$45,000.00 p.a. (plus GST).

That both contributions be paid in equal quarterly instalments, the first such instalment being due on the first day of January 2022 and subsequent instalments being due on the first day of April, July and October 2022. Subsequent instalments to continue on a quarterly basis until determined otherwise by the Owners Corporation.

That both contributions be levied by notice from the Strata Manager in accordance with Section 83 of the Strata Schemes Management Act 2015.

**7 AUDITOR**

Resolved to appoint Kelly + Partners as Auditors to the strata scheme.

**8 INSURANCE**

Resolved that the Insurance details be confirmed.

**9 VALUATION**

Resolved that a valuation for insurance purposes be deferred until the next Annual General Meeting.

**10 COMMISSIONS**

Resolved that a report from the Strata Manager on commissions and training services be received.

**11 DEBT RECOVERY**

Resolved that the strata committee be authorised to take all necessary steps on its behalf to recover from the owner of the lot (or any other liable person):

- a. Any contribution that is not paid at the end of one month after it becomes due and payable;
- b. Any interest payable on the contribution; and
- c. The reasonable expenses of the owners corporation incurred in recovering those amounts including, but not limited to, engaging a debt collector or solicitor to pursue the following legal process:
  - (i) Issuing letters of demand;
  - (ii) Commencing and pursuing legal action;
  - (iii) Entering judgment against the person liable; and
  - (iv) Enforcing any judgment including by:
    - (A) The issue of a writ of execution by the Sheriff;
    - (B) The issue of a garnishee order addressed to the debtors and their employer; or
    - (C) Commencing and pursuing bankruptcy or winding up proceedings.

**12 PAYMENT PLANS**

Resolved pursuant to s 85(5) of the Strata Schemes Management Act 2015, the strata committee be authorised to review and, if deemed sufficient, approve payment plans proposed by owners for payment of levy arrears.

**13 ANNUAL FIRE SAFETY STATEMENT**

Resolved that arrangements be made, pursuant to the Environmental Planning and Assessment Act 1979, for obtaining the next Annual Fire Safety Statement.

**14 CAPITAL WORKS PLAN**

Resolved that the strata manager obtain two quotations for a review of a Ten Year Capital Works Fund Plan, pursuant to Section 80 of the Strata Schemes Management Act 2015, once received to be presented to the strata committee for consideration.

**15 TERMINATION**

Resolved not to appoint O'Neill Strata Management Pty Ltd as managing agent for Strata Plan 49738 pursuant to Section 50(3) of the Strata Schemes Management Act 2015. Termination takes effect on 25th November 2021.



Resolved that the delegation of functions of the Owners Corporation, its Strata Committee, Chairperson, Secretary and Treasurer be revoked pursuant to Section 52(5) of the Strata Schemes Management Act 2015.

**16 STRATA MANAGER**

Resolved to appoint Jamesons Strata Management for a period of one (1) year, pursuant to Section 49(2) and delegate all the powers, authorities, duties and functions made to it pursuant to Section 52(1) of the Strata Schemes Management Act 2015:

Resolved that two members of the Strata Committee be authorised to sign and affix the Common Seal to the Management Agreement with the newly appointed managing agent.

**17 STRATA COMMITTEE REPORT**

A new building manager and cleaning company has been appointed. Centralised email correspondence between owners to be established.

**18 ATTENDANCE**

Resolved to have open attendance of owners at Strata Committee meetings going forward.

**19 CONTACT DETAILS**

Resolved that contact details for owners, real estate agents, property managers, tenants, or other relevant party, be provided with their consent to the Strata Committee for all units with tenants.

**20 COMMITTEE MEETINGS**

Refer to the following strata committee minutes.

**21 RESTORIAL WORK**

Work to the north facade, including balconies and one window is proceeding quite well with no complaints.

Next step is the Foley Street facade but delayed due to the proximity of a power pole.

A vote of thanks was extended to Mr T Dougherty.

It was noted the internal works to the floor of unit 1 has been completed.

**22 COMMITTEE MEMBERS**

This matter was resolved at Motion 3.

**23 LIGHTING**

Mr P Malatesta to investigate the changes to the fittings made by Wisteria and advise the strata committee accordingly.

**CLOSURE:**

There being no further business, the chairperson declared the meeting closed at 6.54pm.

.....  
Chairperson

.....  
Date

**MINUTES OF THE STRATA COMMITTEE MEETING OF THE OWNERS STRATA PLAN 49738  
HELD IMMEDIATELY FOLLOWING THE ANNUAL GENERAL MEETING ON TUESDAY 26TH  
OCTOBER 2021**

=====

**PRESENT:**

Ms E Bennett, Ms S Allchurch, Mr P Malatesta, Mr N Leech, Mr T Dougherty and Ms B Halliday

**ATTENDANCE:**

Ms C Roldan, Ms S Elphinstone, and Mr J O'Neill of O'Neill Strata Management Pty Ltd

**QUORUM:**

A quorum was declared at 6.54pm

**Minutes of the meeting:**

**1 MINUTES**

Resolved that the minutes of the last Strata Committee meeting be confirmed as a true record and account of the proceedings at that meeting.

**2 OFFICE BEARERS**

Those elected for the ensuing year were:

Chairperson: Mr P Malatesta  
Secretary: Ms S Allchurch  
Treasurer: Jamesons Strata Management

**3 POINT OF CONTACT**

Resolved that Ms S Allchurch of the Strata Committee be elected to be the single point of contact to interact with the strata managing agent.

**4 VOLUNTARY WORKERS**

Resolved to authorise members of the Strata Committee to undertake various tasks around the common property on a voluntary basis from time to time as the need arises.

**5 GENERAL BUSINESS**

The next Strata Committee meeting to be convened on Tuesday 30th November 2021 at 6.30pm

Thereafter:

- Tuesday 1st March 2022
  - Tuesday 7th June 2022
  - Tuesday 6 September 2022
- All at 6.300pm via video conference.

**CLOSURE:**

There being no further business the meeting closed at 7.10pm

.....  
Chairperson

.....  
Date



PO Box 2001 Spit Junction NSW 2088  
T: (02) 8969 3300  
info@jamesons.com.au  
www.jamesons.com.au

Liability limited by a scheme approved  
under Professional Standards Legislation

# ANNUAL REPORTS

for the financial year to 30/06/2022

Strata Plan 49738

Riverina Flats, 265 Palmer Street, DARLINGHURST NSW  
2010

Manager: Bryan Khou

	<b>Page</b>
Balance Sheet	1
Statement of Income and Expenditure	2
Levy Positions	5
Budget commencing 01/07/2022	8
Levy Schedule commencing 01/07/2022 General	11



## Balance Sheet

### As at 30/06/2022

Liability limited by a scheme approved  
under Professional Standards Legislation

Owners Strata Plan 49738

Riverina Flats, 265 Palmer Street, DARLINGHURST  
NSW 2010

	Current period	Previous year
<b>Owners' funds</b>		
<b>Administrative Fund</b>		
Operating Surplus/(Deficit)--Admin	(4,185.37)	0.00
Owners Funds at Start of Year--Admin	29,022.16	0.00
	<u>24,836.79</u>	<u>0.00</u>
<b>Capital Works Fund</b>		
Operating Surplus/(Deficit)--Capital Works	(129,792.93)	0.00
Owners Funds at Start of Year--Capital Works	644,108.20	0.00
	<u>514,315.27</u>	<u>0.00</u>
<b>Net owners' funds</b>	<u><b>\$539,152.06</b></u>	<u><b>\$0.00</b></u>
<b>Represented by:</b>		
<b>Assets</b>		
<b>Administrative Fund</b>		
Cash at Bank--Admin	37,740.69	0.00
Receivable--Levy Arrears--Ordinary--Admin	1,876.82	0.00
Sundry Debtors--Admin	122.65	0.00
	<u>39,740.16</u>	<u>0.00</u>
<b>Capital Works Fund</b>		
Cash at Bank--Capital Works	519,005.79	0.00
Receivable--Levy Arrears--Ordinary--CPT WRKs	1,656.03	0.00
	<u>520,661.82</u>	<u>0.00</u>
<i>Total assets</i>	<u>560,401.98</u>	<u>0.00</u>
<b>Less liabilities</b>		
<b>Administrative Fund</b>		
Accrued Expenses--Admin	1,089.40	0.00
Creditor--GST--Admin	(672.38)	0.00
Deposits Received--Keys--Admin	6,850.00	0.00
Prepaid Levies--Admin	7,636.35	0.00
	<u>14,903.37</u>	<u>0.00</u>
<b>Capital Works Fund</b>		
Creditor--GST--Capital Works	(391.43)	0.00
Prepaid Levies--Capital Works	6,737.98	0.00
	<u>6,346.55</u>	<u>0.00</u>
<i>Total liabilities</i>	<u>21,249.92</u>	<u>0.00</u>
<b>Net assets</b>	<u><b>\$539,152.06</b></u>	<u><b>\$0.00</b></u>



# Statement of Income and Expenditure for the financial year to 30/06/2022

PO Box 2001 Spit Junction NSW 2088  
T: (02) 8969 3300  
info@jamesons.com.au  
www.jamesons.com.au

Liability limited by a scheme approved  
under Professional Standards Legislation

Owners Strata Plan 49738

Riverina Flats, 265 Palmer Street, DARLINGHURST  
NSW 2010

## Administrative Fund

	Current period 01/07/2021-30/06/2022	Annual budget 01/07/2021-30/06/2022	Previous year 01/07/2020-30/06/2021
<b>Revenue</b>			
Interest on Arrears--Admin	104.43	0.00	0.00
Interest on Investments--Admin	0.43	0.00	0.00
Levies Receivable--Ordinary-- Admin	52,500.40	51,000.00	0.00
Status Certificate Fees	109.00	0.00	0.00
Strata Roll Inspection Fees	31.00	0.00	0.00
<i>Total revenue</i>	52,745.26	51,000.00	0.00
<b>Less expenses</b>			
Admin--Agent Disbursements	1,405.29	1,320.00	0.00
Admin--Agent--Management Fees--Additional	6,423.86	1,260.00	0.00
Admin--Agent--Management Fees--Standard	4,936.47	5,100.00	0.00
Admin--Auditors--Audit Services	800.00	700.00	0.00
Admin--Bank Charges--With GST	23.91	0.00	0.00
Admin--Legal Fees--Other	549.47	0.00	0.00
Admin--Status Certificate Fees Paid	109.00	0.00	0.00
Admin--Strata Inspection Fees Paid	31.00	0.00	0.00
Admin--Taxation Services	0.00	600.00	0.00
Insurance--Building Insurance Premiums	12,181.21	10,500.00	0.00
Insurance--Building Valuation Fee	0.00	250.00	0.00
Maint Bldg--Building--General Repairs	3,428.64	3,600.00	0.00
Maint Bldg--Cleaning	13,153.00	12,500.00	0.00
Maint Bldg--Cleaning--Materials	0.00	220.00	0.00
Maint Bldg--Contractor Compliance	79.20	0.00	0.00
Maint Bldg--Fire Protection--Contract	3,752.66	6,600.00	0.00
Maint Bldg--Pest/Vermin Control	0.00	400.00	0.00
Maint Grounds--Lawns & Gardening	415.00	450.00	0.00
Staff--Contract Building Manager	3,309.00	0.00	0.00
Utility--Electricity Supply	2,259.80	3,500.00	0.00
Utility--Water & Sewerage	4,073.12	4,000.00	0.00
<i>Total expenses</i>	56,930.63	51,000.00	0.00
<b>Surplus/Deficit</b>	(4,185.37)	0.00	0.00
Opening balance	29,022.16	29,022.16	29,022.16

**Administrative Fund**

	<b>Current period</b>	<b>Annual budget</b>	<b>Previous year</b>
	01/07/2021-30/06/2022	01/07/2021-30/06/2022	01/07/2020-30/06/2021
<b>Closing balance</b>	<b>\$24,836.79</b>	<b>\$29,022.16</b>	<b>\$29,022.16</b>

**Capital Works Fund**

	<b>Current period</b>	<b>Annual budget</b>	<b>Previous year</b>
	01/07/2021-30/06/2022	01/07/2021-30/06/2022	01/07/2020-30/06/2021
<b>Revenue</b>			
Interest on Arrears--Capital Works	109.31	0.00	0.00
Interest on Investments--Capital Works	29.76	0.00	0.00
Levies Receivable--Ordinary--Capital Works	43,500.40	45,000.00	0.00
Refund--Income Tax--Capital Works	8.00	0.00	0.00
<i>Total revenue</i>	43,647.47	45,000.00	0.00
<b>Less expenses</b>			
Admin--Capital Works Fund Assessment	690.00	0.00	0.00
Admin--Taxation Services	950.00	100.00	0.00
Maint Bldg--Balconies	0.00	500.00	0.00
Maint Bldg--Carpets ,Stairs Replaced, Tiling	0.00	1,200.00	0.00
Maint Bldg--Concrete Spalling--Exterior	0.00	3,000.00	0.00
Maint Bldg--Consultants	1,500.00	0.00	0.00
Maint Bldg--Doors, Screens & Windows	0.00	8,000.00	0.00
Maint Bldg--Electrical	2,069.00	500.00	0.00
Maint Bldg--Fire Protection--Maintenance	3,140.00	1,500.00	0.00
Maint Bldg--General Replacement	3,060.00	3,100.00	0.00
Maint Bldg--Hot Water Tank Replacement	0.00	500.00	0.00
Maint Bldg--Painting & Surface Finishes	0.00	14,000.00	0.00
Maint Bldg--Plumbing & Drainage	0.00	500.00	0.00
Maint Bldg--Roof, Gutters & Downpipes	0.00	2,700.00	0.00
Maint Bldg--Structural Improvements	162,031.40	6,400.00	0.00
Maint Bldg--Waterproofing	0.00	3,000.00	0.00
<i>Total expenses</i>	173,440.40	45,000.00	0.00
<b>Surplus/Deficit</b>	(129,792.93)	0.00	0.00
Opening balance	644,108.20	644,108.20	644,108.20
<b>Closing balance</b>	<b>\$514,315.27</b>	<b>\$644,108.20</b>	<b>\$644,108.20</b>



## Levy Positions - Complete for the financial year to 30/06/2022

PO Box 2001 Spit Junction NSW 2088  
T: (02) 8969 3300  
info@jamesons.com.au  
www.jamesons.com.au

Liability limited by a scheme approved  
under Professional Standards Legislation

Owners Strata Plan 49738

Riverina Flats, 265 Palmer Street, DARLINGHURST NSW 2010

### Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
1	1	30/06/2022	1,346.40	1,346.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.40
2	2	30/09/2022	1,346.40	2,019.60	0.00	673.20	0.00	0.00	0.00	0.00	0.00	0.00	122.40
3	3	31/12/2021	533.00	0.00	533.00	0.00	0.00	0.00	0.00	19.71	0.00	0.00	48.46
4	4	31/03/2022	1,262.30	1,254.35	7.95	0.00	0.00	0.00	0.00	0.10	7.95	0.00	114.76
5	5	30/09/2022	1,430.60	2,145.90	0.00	715.30	0.00	0.00	0.00	0.00	0.00	0.00	130.06
6	6	30/09/2022	1,430.60	2,145.90	0.00	715.30	0.00	0.00	0.00	0.00	0.00	0.00	130.06
7	7	30/09/2022	561.00	841.50	0.00	280.50	0.00	0.00	0.00	0.00	0.00	0.00	51.00
8	8	30/06/2022	1,402.50	1,402.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	127.50
9	9	30/09/2022	1,458.60	2,187.90	0.00	729.30	0.00	0.00	0.00	0.00	0.00	0.00	132.60
10	10	30/09/2022	1,458.60	1,458.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	132.60
11	11	31/12/2021	561.00	0.00	561.00	0.00	0.00	0.00	0.00	20.75	0.00	0.00	51.00
12	12	30/09/2022	1,430.60	2,145.90	0.00	715.30	0.00	0.00	0.00	0.00	0.00	0.00	130.06
13	13	30/09/2022	1,514.70	1,514.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	137.70
14	14	30/09/2022	1,514.70	757.35	757.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	137.70
15	15	30/09/2022	589.10	883.65	0.00	294.55	0.00	0.00	0.00	0.00	0.00	0.00	53.56
16	16	30/09/2022	1,458.60	2,187.90	0.00	729.30	0.00	0.00	0.00	0.00	0.00	0.00	132.60
17	17	30/09/2022	1,542.80	2,320.75	0.00	777.95	0.00	0.00	0.00	0.00	12.68	0.00	140.26
18	18	31/03/2022	1,683.00	1,665.48	17.52	0.00	0.00	0.00	0.00	0.43	17.52	0.00	153.00
19	19	30/09/2022	589.10	883.65	0.00	294.55	0.00	0.00	0.00	0.00	0.00	0.00	53.56
20	20	30/09/2022	1,514.70	1,514.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	137.70
21	21	30/09/2022	1,430.60	2,145.90	0.00	715.30	0.00	0.00	0.00	0.00	0.00	0.00	130.06



**Administrative Fund**

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
22	22	30/09/2022	1,991.60	2,987.40	0.00	995.80	0.00	0.00	0.00	0.00	0.00	0.00	181.06
			28,050.50	33,810.03	1,876.82	7,636.35	0.00	0.00	0.00	0.00	40.99	38.15	2,550.10
<b>Due Excl. GST</b>			25,500.40					0.00					

**Capital Works Fund**

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
1	1	30/06/2022	1,188.00	1,188.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	108.00
2	2	30/09/2022	1,188.00	1,782.00	0.00	594.00	0.00	0.00	0.00	0.00	0.00	0.00	108.00
3	3	31/12/2021	470.30	0.00	470.30	0.00	0.00	0.00	0.00	0.00	17.40	0.00	42.76
4	4	31/03/2022	1,113.80	1,106.78	7.02	0.00	0.00	0.00	0.00	0.00	0.08	7.02	101.26
5	5	30/09/2022	1,262.30	1,893.45	0.00	631.15	0.00	0.00	0.00	0.00	0.00	0.00	114.76
6	6	30/09/2022	1,262.30	1,893.45	0.00	631.15	0.00	0.00	0.00	0.00	0.00	0.00	114.76
7	7	30/09/2022	495.00	742.50	0.00	247.50	0.00	0.00	0.00	0.00	0.00	0.00	45.00
8	8	30/06/2022	1,237.50	1,237.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112.50
9	9	30/09/2022	1,287.00	1,930.50	0.00	643.50	0.00	0.00	0.00	0.00	0.00	0.00	117.00
10	10	30/09/2022	1,287.00	1,287.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	117.00
11	11	31/12/2021	495.00	0.00	495.00	0.00	0.00	0.00	0.00	0.00	18.31	0.00	45.00
12	12	30/09/2022	1,262.30	1,893.45	0.00	631.15	0.00	0.00	0.00	0.00	0.00	0.00	114.76
13	13	30/09/2022	1,336.50	1,336.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	121.50
14	14	30/09/2022	1,336.50	668.25	668.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	121.50
15	15	30/09/2022	519.80	779.70	0.00	259.90	0.00	0.00	0.00	0.00	0.00	0.00	47.26
16	16	30/09/2022	1,287.00	1,930.50	0.00	643.50	0.00	0.00	0.00	0.00	0.00	0.00	117.00
17	17	30/09/2022	1,361.30	2,047.73	0.00	686.43	0.00	0.00	0.00	0.00	0.00	11.19	123.76
18	18	31/03/2022	1,485.00	1,469.54	15.46	0.00	0.00	0.00	0.00	0.00	0.38	15.46	135.00
19	19	30/09/2022	519.80	779.70	0.00	259.90	0.00	0.00	0.00	0.00	0.00	0.00	47.26
20	20	30/09/2022	1,336.50	1,336.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	121.50
21	21	30/09/2022	1,262.30	1,893.45	0.00	631.15	0.00	0.00	0.00	0.00	0.00	0.00	114.76
22	22	30/09/2022	1,757.30	2,635.95	0.00	878.65	0.00	0.00	0.00	0.00	0.00	0.00	159.76
			24,750.50	29,832.45	1,656.03	6,737.98	0.00	0.00	0.00	0.00	36.17	33.67	2,250.10
<b>Due Excl. GST</b>			22,500.40					0.00					



## Proposed Budget to apply from 01/07/2022

Liability limited by a scheme approved  
under Professional Standards Legislation

Owners Strata Plan 49738

Riverina Flats, 265 Palmer Street, DARLINGHURST  
NSW 2010

### Administrative Fund

	Proposed budget	Actual 01/07/2021-30/06/2022	Previous budget
<b>Revenue</b>			
Interest on Arrears--Admin	0.00	104.43	0.00
Interest on Investments--Admin	0.00	0.43	0.00
Levies Receivable--Ordinary-- Admin	51,000.00	52,500.40	51,000.00
Status Certificate Fees	0.00	109.00	0.00
Strata Roll Inspection Fees	0.00	31.00	0.00
<i>Total revenue</i>	51,000.00	52,745.26	51,000.00
<b>Less expenses</b>			
Admin--Agent Disbursements	1,320.00	1,405.29	1,320.00
Admin--Agent--Management Fees--Additional	5,000.00	6,423.86	1,260.00
Admin--Agent--Management Fees--Standard	4,400.00	4,936.47	5,100.00
Admin--Auditors--Audit Services	840.00	800.00	700.00
Admin--Bank Charges--With GST	100.00	23.91	0.00
Admin--Legal Fees--Other	0.00	549.47	0.00
Admin--Status Certificate Fees Paid	0.00	109.00	0.00
Admin--Strata Inspection Fees Paid	0.00	31.00	0.00
Admin--Taxation Services	0.00	0.00	600.00
Insurance--Building Insurance Premiums	14,000.00	12,181.21	10,500.00
Insurance--Building Valuation Fee	0.00	0.00	250.00
Maint Bldg--Building--General Repairs	3,600.00	3,428.64	3,600.00
Maint Bldg--Cleaning	13,500.00	13,153.00	12,500.00
Maint Bldg--Cleaning--Materials	0.00	0.00	220.00
Maint Bldg--Contractor Compliance	80.00	79.20	0.00
Maint Bldg--Electrical--General Repairs	1,000.00	0.00	0.00
Maint Bldg--Fire Protection--Contract	5,000.00	3,752.66	6,600.00
Maint Bldg--Fire Protection--Repairs	1,000.00	0.00	0.00
Maint Bldg--Pest/Vermin Control	0.00	0.00	400.00
Maint Grounds--Lawns & Gardening	500.00	415.00	450.00
Staff--Contract Building Manager	3,800.00	3,309.00	0.00
Utility--Electricity Supply	3,500.00	2,259.80	3,500.00
Utility--Water & Sewerage	4,200.00	4,073.12	4,000.00
<i>Total expenses</i>	61,840.00	56,930.63	51,000.00
<b>Surplus/Deficit</b>	(10,840.00)	(4,185.37)	0.00

---

**Owners Strata Plan 49738**Riverina Flats, 265 Palmer Street, DARLINGHURST  
NSW 2010

---

Opening balance	24,836.79	29,022.16	29,022.16
<b>Closing balance</b>	<u>\$13,996.79</u>	<u>\$24,836.79</u>	<u>\$29,022.16</u>
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$56.10		\$56.10
Budgeted standard levy revenue	51,000.00		51,000.00
Add GST	5,100.00		5,100.00
Amount to raise in levies including GST	<u>\$56,100.00</u>		<u>\$56,100.00</u>

**Capital Works Fund**

	<b>Proposed budget</b>	<b>Actual</b> 01/07/2021-30/06/2022	<b>Previous budget</b>
<b>Revenue</b>			
Interest on Arrears--Capital Works	0.00	109.31	0.00
Interest on Investments--Capital Works	0.00	29.76	0.00
Levies Receivable--Ordinary--Capital Works	45,000.00	43,500.40	45,000.00
Refund--Income Tax--Capital Works	0.00	8.00	0.00
<i>Total revenue</i>	45,000.00	43,647.47	45,000.00
<b>Less expenses</b>			
Admin--Capital Works Fund Assessment	0.00	690.00	0.00
Admin--Taxation Services	0.00	950.00	100.00
Maint Bldg--Balconies	0.00	0.00	500.00
Maint Bldg--Carpets ,Stairs Replaced, Tiling	0.00	0.00	1,200.00
Maint Bldg--Concrete Spalling--Exterior	0.00	0.00	3,000.00
Maint Bldg--Consultants	0.00	1,500.00	0.00
Maint Bldg--Doors, Screens & Windows	0.00	0.00	8,000.00
Maint Bldg--Electrical	0.00	2,069.00	500.00
Maint Bldg--Fire Protection--Maintenance	0.00	3,140.00	1,500.00
Maint Bldg--General Replacement	0.00	3,060.00	3,100.00
Maint Bldg--Hot Water Tank Replacement	0.00	0.00	500.00
Maint Bldg--Painting & Surface Finishes	0.00	0.00	14,000.00
Maint Bldg--Plumbing & Drainage	0.00	0.00	500.00
Maint Bldg--Roof, Gutters & Downpipes	0.00	0.00	2,700.00
Maint Bldg--Structural Improvements	0.00	162,031.40	6,400.00
Maint Bldg--Waterproofing	0.00	0.00	3,000.00
<i>Total expenses</i>	0.00	173,440.40	45,000.00
<b>Surplus/Deficit</b>	45,000.00	(129,792.93)	0.00
Opening balance	514,315.27	644,108.20	644,108.20
<b>Closing balance</b>	<b>\$559,315.27</b>	<b>\$514,315.27</b>	<b>\$644,108.20</b>
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$49.50		\$49.50
Budgeted standard levy revenue	45,000.00		45,000.00
Add GST	4,500.00		4,500.00
Amount to raise in levies including GST	\$49,500.00		\$49,500.00



## Proposed Levy Schedule to apply from 01/07/2022

PO Box 2001 Spit Junction NSW 2088  
T: (02) 8969 3300  
info@jamesons.com.au  
www.jamesons.com.au

Liability limited by a scheme approved  
under Professional Standards Legislation

Owners Strata Plan 49738

Riverina Flats, 265 Palmer Street, DARLINGHURST  
NSW 2010

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Capital Works Fund	Quarterly Total	Annual Total
1	1	48.00	673.20	594.00	1,267.20	5,068.80
2	2	48.00	673.20	594.00	1,267.20	5,068.80
3	3	19.00	266.50	235.15	501.65	2,006.60
4	4	45.00	631.15	556.90	1,188.05	4,752.20
5	5	51.00	715.30	631.15	1,346.45	5,385.80
6	6	51.00	715.30	631.15	1,346.45	5,385.80
7	7	20.00	280.50	247.50	528.00	2,112.00
8	8	50.00	701.25	618.75	1,320.00	5,280.00
9	9	52.00	729.30	643.50	1,372.80	5,491.20
10	10	52.00	729.30	643.50	1,372.80	5,491.20
11	11	20.00	280.50	247.50	528.00	2,112.00
12	12	51.00	715.30	631.15	1,346.45	5,385.80
13	13	54.00	757.35	668.25	1,425.60	5,702.40
14	14	54.00	757.35	668.25	1,425.60	5,702.40
15	15	21.00	294.55	259.90	554.45	2,217.80
16	16	52.00	729.30	643.50	1,372.80	5,491.20
17	17	55.00	771.40	680.65	1,452.05	5,808.20
18	18	60.00	841.50	742.50	1,584.00	6,336.00
19	19	21.00	294.55	259.90	554.45	2,217.80
20	20	54.00	757.35	668.25	1,425.60	5,702.40
21	21	51.00	715.30	631.15	1,346.45	5,385.80
22	22	71.00	995.80	878.65	1,874.45	7,497.80
		<b>1,000.00</b>	<b>\$14,025.25</b>	<b>\$12,375.25</b>	<b>\$26,400.50</b>	<b>\$105,602.00</b>

**THAT** the owners corporation **SPECIALLY RESOLVES** pursuant to Section 136 of the *Strata Schemes Management Act 2015* to make an additional by-law on the following terms and have it registered:

*Explanatory Note:*

*This motion seeks to make a by-law that allows the owners corporation to store the strata roll or any other document it is required to store, in electronic form, and allows the owners corporation to serve a document on an owner by email. The by-law also requires an owner to give an email address if served with a notice by the owners corporation asking for an email address. If the owner does not comply then the owners corporation may charge the owner the costs of serving any document other than electronically. The strata committee to waive the requirement to pay the costs if an owner does not have an email address.*

*The motion must be passed by special resolution. A special resolution is resolution passed in a general meeting of the owners corporation where no more than 25% of the value of votes cast are against the motion. The value of a vote in respect of a lot is equal to the unit entitlement of the lot.*

### **SPECIAL BY-LAW - ELECTRONIC KEEPING OF RECORDS AND SERVICE OF DOCUMENTS**

1. The owners corporation may store the strata roll and any other record required to be made or stored by the owners corporation in electronic form.
2. A document may be served on the owner of a lot by electronic means if the owner (or any one of the owners if more than one) has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.
3. The owners corporation may request that an owner provides an email address for the service of documents. Such a request must be made in writing and the owner must comply within the time stated in the notice.
4. If an owner does not comply with the notice in clause 3 and the owners corporation serves a document on the owner by means other than electronically, the owner must pay the costs of serving the document incurred by the owners corporation.
5. The owners corporation may recover as a debt any amounts payable in clause 4, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the expenses of the owners corporation incurred in recovering those amounts.
6. The strata committee may waive the requirements in clauses 4 and 5 for an owner who does not have an email address.

**THAT** the owners corporation **SPECIALLY RESOLVES** to make an additional by-law on the following terms and have it registered:

*Explanatory Note:*

*This motion seeks to make a by-law that allows electronic voting to be at a strata committee meeting or general meeting of the owners corporation. The by-law sets out the particulars and management of electronic voting.*

*The motion must be passed by special resolution. A special resolution is resolution passed in a general meeting of the owners corporation where no more than 25% of the value of votes cast are against the motion. The value of a vote in respect of a lot is equal to the unit entitlement of the lot.*

## **SPECIAL BY-LAW - ELECTRONIC VOTING**

### **Definitions and Interpretation**

---

1. In this by-law:
  - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
  - (b) “**Electronic Voting**” means a vote on a motion at a strata committee meeting or general meeting cast by email, a voting website, or electronic application (e.g. Skype, teleconference, video conference) or any other method allowed by Regulation 14(1) of the *Strata Schemes Management Regulation 2016*, while participating in a meeting from a remote location.
2. Unless the context or subject matter otherwise indicates or requires:
  - (a) Reference to the singular includes the plural and the plural includes the singular;
  - (b) “Including” and similar expressions are not words of limitation;
  - (c) Headings are for convenience only and do not affect the interpretation of this by-law;
  - (d) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

### **Determination to allow Electronic Voting**

---

3. The owners corporation has resolved to adopt all the means of voting as provided for in this by-law and in Regulation 14(1) of the *Strata Schemes Management Regulation 2016*, as determined by the managing agent or strata committee for time to time. For the avoidance of doubt the managing agent or strata committee may choose to employ some or all of the following means or the means in Regulation 14(1) of the *Strata Schemes Management Regulation 2016*.
4. The notice of a strata committee meeting or a general meeting must indicate whether Electronic Voting applies to the meeting.

### **The Electronic Voting process**

---



5. Electronic Voting must be conducted by way of an electronic ballot.
6. The electronic ballot must contain instructions for completing the ballot, the form of the motions to be voted on, and the means of indicating the voter's choice on the motions to be voted on.
7. The secretary must, before the meeting at which Electronic Voting is to be conducted, give each person entitled to vote:
  - (a) Access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law;
  - (b) Information concerning:
    - (i) How the ballot paper must be completed;
    - (ii) The deadline for submission of the ballot paper;
    - (iii) If voting is by email, the address where the ballot paper is to be returned;
    - (iv) If voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary;
  - (c) Access to an electronic form of declaration requiring the voter to state their name, the capacity in which they are entitled to vote, their unit entitlement, and the name and capacity of the person who gave the proxy , if the vote is a proxy vote.
8. An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.
9. The secretary must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.
10. As soon as practicable after the deadline for submission of the ballot paper, the secretary must:
  - (a) Review all information and reports about the electronic ballot;
  - (b) Reject as informal any votes that do not comply with the requirements of this by-law;
  - (c) Ascertain the result of the electronic ballot;
  - (d) Make a written or electronic record of the result of the electronic ballot;
  - (e) Announce or publish the result of the ballot.

#### **Informal votes**

---

11. Any person who casts a vote by way of Electronic Voting must vote in accordance with the instructions contained in the information given by the owners corporation, or the vote will be an informal vote. An informal vote will not count.

12. If Electronic Voting is carried out by means of a voting website or electronic application, the website or electronic application must provide a warning message to a person casting an informal vote that their vote is or will be informal.

#### **Secret ballots**

---

13. If the ballot is a secret ballot, the secretary must ensure that the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

## SCHEDULE 1

**THAT** the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(2) of the *Strata Schemes Management Act 2015*:

1. That the owner of lot ..... {INSERT LOT NUMBER} (“the owner”), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) ..... [INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN] described ..... {INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
  
2. That the authority referred to in paragraph 1 is given by the owners corporation:
  - (a) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and
  - (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the responsibility for maintenance referred to in 2(a).

## SCHEDULE 2

**THAT** the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(5) of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms and have it registered:

### **SPECIAL BY-LAW**

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot ..... {INSERT LOT NUMBER} (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) ..... [INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN] described ..... {INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### **SCHEDULE OF CONDITIONS**

4. In this schedule:
  - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
  - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) “**Lot**” means lot .....{INSERT LOT NUMBER};
  - (d) “**work**” means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;
    - (ii) A thing includes the whole or part of it;
    - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;

- (iv) A document includes any amendment or replacement of it;
- (v) "Including" and similar expressions are not words of limitation;
- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

---

5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence at those persons carrying out the work has:
  - (i) Any requisite current licence to conduct the work;
  - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
  - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If the work involves:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or
  - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;
- (e) If requested by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the

structural integrity of the building, such certification to be in favour of the owners corporation;

- (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

#### When work is being carried out

---

6. When carrying out work, the owner must:

- (a) Comply with any condition or requirement of any Authority;
- (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
  - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
  - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the

transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

---

7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If the work involved:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
  - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

- (e) If required by the owners corporation:

- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
- (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

#### Use of work

---

- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

#### Repair of any damage

---

- 9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

#### Repair and maintenance

---

- 10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

#### Indemnity

---

- 11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;



- (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
- (e) Owner's breach of any part of this by-law.

#### Insurance

---

- 12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

#### Bond

---

- 13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
- 14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

#### BREACH OF THIS BY-LAW

---

- 15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
  - (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

#### Costs

---

- 16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

Quote is valid for 30 days from issue date.



## QUOTE

Lisa Green  
Unit 10 265 Palmer St  
DARLINGHURST NSW 2010  
AUSTRALIA

**Date**  
1 Aug 2022

**Expiry**  
31 Aug 2022

**Quote Number**  
QU-0362

**Reference**  
Strip out Gyprock ceiling  
and install Yellow Tounge  
flooring abd insulate under  
floor.

**ABN**  
91 615 014 965

Thomas Taylor Carpentry  
PTY LTD  
Unit 4, 22 Crown Road  
QUEENSLIFF NSW  
2096  
AUSTRALIA  
License # 348600C

Description	Quantity	Unit Price	GST	Amount AUD
Strip out gyprock ceiling, ceiling battens and remove ceiling insulation.	1.00	1,895.00	10%	1,895.00
Supply and Install new yellow tongue flooring and insulation - CSR Sound screen acoustic batts. (This will need to be done after any plumbing reconfiguration).	1.00	1,485.00	10%	1,485.00
			Subtotal	3,380.00
			TOTAL GST 10%	338.00
			<b>TOTAL AUD</b>	<b>3,718.00</b>

### Terms

The quote is for the services and supplies outlined within this quote. Any alteration to the scope of work will be considered a change request and charged out accordingly.

Quote is valid for 30 days from issue date.

# Business Insurance Certificate of Currency



Policy Number: 15T4570692

**Certificate Date**

10 January, 2022

## Insurer

Insurance Australia Limited  
ABN 11 000 016 722  
AFSL 227681  
trading as CGU Insurance

## Important Information

The policy referred to below is current as at the date of issue of this certificate. Whilst a policy expiration date has been indicated, please note that the policy may be cancelled prior to this date.

Accordingly, reliance should not be placed on the policy expiration date.

## Period of Cover

30/01/2022 to 30/01/2023 at 4pm

## Insured

Insured Name

Thomas Taylor Carpentry Pty Ltd

Address

Unit 4 22 Crown Road  
QUEENSCLIFF, NSW, 2096

## Policy Wording

Steadfast

## COVERS FOR ALL SITUATIONS

### Public and Products Liability

#### Limit of Liability

Limit of Liability - Public & Products Liability

\$ 20,000,000

#### Additional Benefit

Property in Physical & Legal Control - Limit

\$ 250,000

### Imposed Conditions

#### Condition # 1

Name

Engineering building and construction trades

Code

LE28

#### Wording

1. an Excess of \$500 shall apply to each Occurrence of Property Damage. 2. We do not cover any liability: a) in connection with bridges; b) in connection with the demolition of buildings or structures exceeding ten metres in height; c) in connection with blasting; or d) the vibration, removal or weakening of or interference with support to land, buildings or any other property.

#### Condition # 2

Name

Underground Services

Code

LE39

#### Wording

We do not cover any liability arising out of or in any way connected with Personal Injury or Property Damage arising from work undertaken on or around underground services; pipes and cables of any kind unless prior to commencement of such works the Insured obtained and relied upon advice in printable form from the relevant authority as to their physical location of such services, pipes and cables.

#### Condition # 3

Name

Restricted Industries Exclusion

Code

LE54

#### Wording

We do not cover any liability arising directly or indirectly out of or caused by Your Business activities performed within, for or on behalf of the aviation, defence, marine, mining, oil & gas production, petrochemical, power generation, rail and utilities industries.

# Business Insurance Certificate of Currency



Policy Number: 15T4570692

## Situation Details

Situation: Unit 4 22 Crown Road QUEENSCLIFF NSW 2096 (Principal)

### Business Details

Carpentry Work On Construction Projects

### Interested Parties

No Interested Parties noted

This is to certify cover has been granted in terms of CGU's standard policy (a copy of which is available on request) and that cover is subject to the terms, conditions, exclusions and endorsements of that policy.

This certificate is not a substitute for the Policy of Insurance issued. The policy, not this certificate, details the rights and obligations and the extent of your insurance cover.

Yours faithfully,

Commercial Underwriting

CGU Insurance

# CONTRACTOR LICENCE

Carpenter



Fair  
Trading



THOMAS RUSSELL MCCAULEY TAYLOR

U 4 22 Crown Road  
QUEENSCLIFF NSW 2096

NSW  
GOVERNMENT

NUMBER  
348600C

EXPIRES  
23/03/2023

Q



---

# STRATA MANAGEMENT AGENCY AGREEMENT



# STRATA MANAGEMENT AGENCY AGREEMENT

Between: Jamesons Strata Management Eastern Suburbs Pty Ltd and

Strata Plan no.49738

# STRATA MANAGEMENT AGENCY AGREEMENT

<b>Date 22.06.2022</b>		
<b>The Owners – Strata Plan 49738</b>		<b>“Owners Corporation”</b>
Attention: The Secretary		
Address: 265 Palmer Street, DARLINGHURST NSW 2010		
Phone: N/A		ABN: 49 520 651 537
Facsimile: N/A		
Email: N/A		
<b>The Agent Jameson Strata Management Eastern Suburbs Pty Ltd</b>		<b>“Agent”</b>
Attention: The Licensee		
Address: Level 1, 483 Riley Street Surry Hills NSW 2010		
Phone: 02 8089 3400		ABN: : 19 610 244 061
		SCA (NSW) Membership No: 17096
Email: Jamesons@Jamesons.com.au		Licence No: 10050688
<b>Particulars</b>		
<b>Item 1</b>	<i>Professional indemnity</i>	In accordance with Section 22 of the <i>Agents Act</i>
<b>Item 2</b>	<i>Commencement date</i>	
<b>Item 3</b>	<i>Maximum Term</i>	36 Months
<b>Item 4</b>	<i>Review date</i>	in relation to <i>agreed services fee</i> – <b>1<sup>st</sup> July each year or the date of each Annual General Meeting as advised by the agent.</b> in relation to <i>additional services rates</i> – <b>As advised by the agent in writing from time to time.</b> In relation to Fixed Disbursement Fee- <b>As advised by the agent in writing from time to time.</b> in relation to <i>charges</i> - <b>As advised by the agent in writing from time to time.</b>
<b>Item 5</b>	<i>Percentage increase</i>	<b>2% pa or CPI, whichever is greater</b>
<b>Item 6</b>	<i>Agreed services fee</i> <i>First Option N/A</i> <i>Second Option N/A</i> <i>Third Option</i> <i>Fixed Disbursement Fee</i>	<b>\$4,985.16 pa</b>  <b>Agent not entitled to commissions or the fee as described in clause 3.3(c)</b> <b>\$9.85 Inc Gst Per month/Per lot.</b>  <b>All fees under this agreement are GST INCLUSIVE (clause 9)</b>
<b>Item 7</b>	<i>Fee payment method</i>	Monthly in advance
<b>Item 8</b>	<i>Manner of accounting</i>	<b>Financial Statements – Individual trust accounts</b> <b>Frequency of Accounting - Quarterly</b> <b>Financial Statements available online or upon request – Yes See Clause 3.4</b>

# STRATA MANAGEMENT AGENCY AGREEMENT

## Signatures

### Owners Corporation

The common seal of the *owners corporation* was affixed on \_\_\_\_\_ in the presence of:

Signature

Signature

Name

Name

Committee Member

Designation

Committee Member

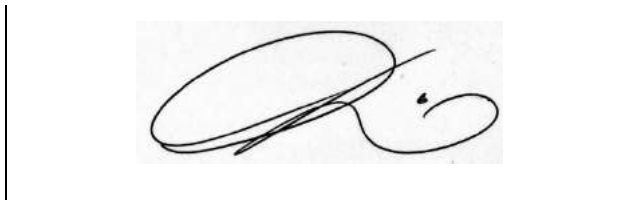
Designation



Being the person(s) authorised by section 273 of the *Act* to attest the affixing of the seal.

### Agent

Executed by the *agent* in accordance with Section 126 or 127 of the *Corporations Act 2001* (Cth) in the presence of:



Signature of Authorised Person

Paul Culbi

Name of Authorised Person



Signature of Authorised Person

Michael Vumbaca

Name of Authorised Person

### Service

The *owners corporation* acknowledges receipt of a copy of this *agreement* within 48 hours of execution by the *owners corporation* (refer to page 9 for IMPORTANT NOTES to the parties when executing this *agreement*).

Name of Signatory

Signature



---

# STRATA MANAGEMENT AGENCY AGREEMENT

## Agreement

### 1. Warranties and acknowledgment

- 1.1 The *owners corporation* warrants that it has resolved and has authority to enter into the *agreement*.
- 1.2 The *agent* warrants that the *agent* holds:
  - (a) a strata managing *agent's* licence under the *Agents Act* and that such licence will be maintained while the *agreement* is in force; and
  - (b) professional indemnity insurance as indicated in *Item 1*.

### 2. Appointment of and delegation to agent

- 2.1 The *owners corporation*:
  - (a) appoints the *agent* as the strata managing *agent* for the strata *scheme*; and
  - (b) subject to clause 2.2 and 2.3, delegates the *agreed services* and *additional services* to the *agent*, from the commencement date for the *agreed services fee* and the *additional services fee*, until the *agreement* is terminated in accordance with clause 5 or at the end of the *term* whichever is the earlier.
- 2.2 The extent of authority for *agreed services* and *additional services* that has been delegated is stated in schedule A1, being either:
  - (a) full authority with no limitations;
  - (b) full authority subject to limitations as disclosed in schedule A2; or
  - (c) no authority, in which case there is no delegation.

Where a selection has not been indicated on schedule A1 of either (a), (b) or (c), then the extent of authority that has been delegated is FULL AUTHORITY WITH NO LIMITATIONS.

### 2.3 The parties acknowledge that:

- (a) the delegation to the *agent* in clause 2.1 does not:
  - (i) constitute a delegation by the owners corporation of its power to make:
    - (A) a delegation under section 52 of the *Act*; or
    - (B) a decision on a matter required by the *Act* to be decided by the *owners corporation*; or
    - (C) a determination relating to the levying or payment of contributions; or
  - (ii) prevent the *owners corporation* or the *strata committee* from performing all or any of the *agreed services* or *additional services* (if any); and
- (b) the *agent* does not have and may not exercise any of the powers, authorities, duties or functions of the *owners corporation* that are conferred on another strata managing *agent* appointed for the *owners corporation* under section 237 of the *Act* once being notified of any such appointment by the *Tribunal* or the *owners corporation*.

### 3. Fees and charges

- 3.1 The *owners corporation* must pay to the *agent* in accordance with the fee payment method:
  - (a) the *agreed services fee*; and
  - (b) the *additional services fee* for any *additional services* performed by the *agent*;
  - (c) the Fixed Disbursements Fee; and
  - (d) the *charges* associated with the performance of the *agreed services* and any *additional services*.
- 3.2 The *owners corporation* authorises the *agent* to retain any fees paid to the *agent* for supplying to third parties information that the *owners corporation* must supply under the *Act* and retain any fees paid to the *agent* for supplying to third parties information that is not required under the *Act*, provided that such fees are charged in accordance with those set out in schedule A2 or as otherwise agreed.
- 3.3 In addition to the fees and charges in clause 3.1 and 3.2, the *agent* is entitled to remuneration for its services in the form of rebates, discounts and commissions disclosed in schedule C1 and schedule C2 as follows:
  - (a) If the first option in *item 6* is selected, the *agent* may retain rebates, discounts and commissions paid to it by the providers of goods and services to the *owners corporation* described in the disclosure schedule C1 or schedule C2 or as otherwise notified in writing to the *owners corporation* from time to time and agreed in writing by the *owners corporation*.
  - (b) If the second option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt except for any rebates, discounts and commissions described in the disclosure schedule C2 which may be retained by the *agent*.
  - (c) If the third option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt.
  - (d) If the owners corporation:
    - (i) delegates the *agent* to arrange insurance cover;

---

# STRATA MANAGEMENT AGENCY AGREEMENT

- (ii) selects the first or second option in *item 6*; and
- (iii) later takes steps to arrange its own insurance or directs, instructs or passes a resolution that has the effect that the *agent* does not receive a commission or rebate for the placement of insurance,

then the *agreed services fee* shall be increased by an amount equivalent to the commission the *agent* would have received had the *agent* arranged the insurance cover.

3.4 The *agent* must account to the *owners corporation* for money received by the *agent* on behalf of the *owners corporation* in the manner and with the frequency set out in *item 8*.

3.5 At any time by written notice to the *owners corporation*, *additional services* may be added to or deleted .

## 4. Review of fees and charges

4.1 The *agreed services fee*, will be reviewed on the review date by the *agent* in accordance with *Item 5*.

4.2 The *additional services rates*, the Fixed Disbursement Fee and the *charges* may be increased from time to time by the *agent* by giving written notice to the *owners corporation*.

4.3 The *agent* will notify the *owners corporation* of the new *agreed services fee*, the new *additional services rates*, the new *charges* as soon as practicable after the review date or any other change as the case may be.

## 5. Terminating the agreement

5.1 After the expiry of the *term*, the *agreement* will automatically end unless the *owners corporation* extends the *agreement* in accordance with section 50(4) of the *Act*.

5.2 The *agreement* may be terminated at any time with the mutual consent of the parties.

5.3 Despite this clause 5 and without affecting any of its other rights, the *agreement* may be terminated with immediate effect by written notice given by:

(a) the *owners corporation*:

- (i) if the *agent* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *owners corporation* serves a written notice on the *agent* providing particulars of the breach; or
- (ii) where the *agent* is an individual, the *agent* is declared bankrupt; or
- (iii) where the *agent* is a corporation, the *agent* is wound up or placed in administration or liquidation; or
- (iv) if the *agent* ceases to hold a strata managing *agent's* licence; or

(b) the *agent* if:

- (i) the *owners corporation* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *agent* serves a written notice on the *owners corporation* providing particulars of the breach; or
- (ii) an order by a Court is made for the variation or termination of the *strata scheme* under Part 9 or 10 of the *Development Act*; or
- (iii) the *owners corporation* fails to pay any moneys owed under this *agreement* after the *agent* serves a written notice on the *owners corporation* providing particulars of the amount outstanding; or
- (iv) the *owners corporation* fails to comply with any law or fails to provide adequate instructions or prevents the *agent* from carrying out its obligations under this *agreement* after the *Agent* serves a written notice on the *owners corporation* providing particulars of the breach.

5.4 The *agreement* is terminated on the appointment of a strata managing *agent* under section 237 of the *Act* to exercise or perform all the functions of the *owners corporation* and, if so terminated, the *agent* will not be entitled to:

- (a) any remuneration by way of commission, *agreed services fee*, *additional services fee*, *charges* or otherwise in respect of any period after the termination; or
- (b) any payment (in the nature of a penalty or otherwise) by reason of the early termination.

5.5 In the event of termination, the *agent* must provide all books, records, accounts, funds and property of the *owners corporation* in the *agent's* possession to the secretary of the *owners corporation*, or persons nominated by the secretary of the *owners corporation*, within seven (7) business days.

## 6. Liability of the agent and exclusions

6.1 The *agent* is liable to the *owners corporation*:

- (a) only for *services* actually supplied or that should have been supplied under this *agreement*; and
- (b) on the terms of this clause 6.

6.2 The *agent* is excluded from all liability for any claim, liability or *loss* arising directly or indirectly out of the *services* or *additional services* or arising from any cause of action whatsoever except to the extent that the claim, liability or *loss* is caused or contributed to by the *agent's* wilful breach of this *agreement*, gross negligence, dishonesty or fraud. The *owners corporation* agrees that it will at all times indemnify the *agent* against all actions, suits, proceedings, costs, claims, expenses or demands which may arise in the course of or as a result of the *agent's* management of the scheme, including all legal expenses incurred by the *agent* in defence of or initiation of any legal proceedings as well as any excess payable under the *agent's* professional indemnity insurance;

- (a) by third parties against the *agent*;
- (b) by the *owners corporation* against the *agent* arising before, during or after this *agreement*.

# STRATA MANAGEMENT AGENCY AGREEMENT

- 6.3 The *agent's* maximum liability to the *owners corporation* for any breach of this *agreement*, or arising out of the provision or non provision of the *agreed services* or the *additional services* or by taking steps contrary to this agreement, whether under law of contract, tort or otherwise, is limited to the amount of the *agreed services fees* for the year in which the liability arose.
- 6.4 The *agent* is deemed to be discharged from all liability in respect of the *agreed services* and the *additional services*, whether under the law of contract, tort or otherwise, at the expiration of two years from the date of the act or omission giving rise to the liability, and the *owners corporation* (and persons claiming through or under the *owners corporation*) shall not be entitled to commence any action or claim against the *agent* in respect of that act or omission after that date.
- 6.5 Clauses 6.1, 6.2, 6.3, and 6.4 apply to the extent permitted by law.
- 6.6 The *owners corporation* must indemnify the *agent* immediately on demand against any matter for which the *agent* has no liability to the owners corporation including in respect of the matters referred to in clause 6.2 and 6.3.
- 7. Transfer of the agreement**
- 7.1 The *agent* cannot transfer the *agreement* without the written consent of the *owners corporation*, which consent shall not be unreasonably withheld if the *agent* satisfies the *owners corporation* that the proposed transferee and *related persons* are fit and proper persons and have the qualifications, competence and experience to perform the *agreed services* and *additional services* at an *agreed services fee* and an *additional services fee* not greater than the current *agreed services fee* and *additional services fee*.
- 7.2 The *owners corporation* must advise the *agent* of its decision whether to approve a proposed transfer within 28 days after receiving from the *agent* the information reasonably necessary to make the decision.
- 7.3 If the *owners corporation* approves the transfer, the *owners corporation*, the *agent* and the transferee must enter into a transfer *agreement*, or alternatively if the *agent* elects to enter into a new agency *agreement* then clause 7.4 will apply.
- 7.4 After the transfer *agreement* has been entered into or, if an election has been made by the *agent* under clause 7.3, the new *agent* must request that the *owners corporation* enter into a new agency *agreement* and the *owners corporation* must advise the new *agent* of its decision to enter into a new agency *agreement* within 28 days after such request, such approval not to be unreasonably withheld if the new agency *agreement* is on the same terms as this *agreement*, or on terms not less favourable to the *owners corporation* as this *agreement*. The new *agent* must pay the reasonable cost of preparing the new agency *agreement*, preparing and holding the meetings of the *strata committee* and the general meeting of the *owners corporation*, however if the meeting relates to more than approval of the minutes of the last meeting and the resolution relating to the new agency *agreement*, then the new *agent* must pay the proportionate share of the total cost relating to approval of the new agency *agreement*.
- 8. Service of notices**
- 8.1 Any notice to be served under the *agreement*:
- (a) must be served either personally, by post, facsimile or e-mail using the details provided on the front page of this *agreement*, or other notice details subsequently notified from time to time by a party in writing to the other party; and
  - (b) is served the first time it is served if it is served more than once.
- 9. GST**
- 9.1 Words or expressions used in this clause 9 or elsewhere in the *agreement* that are defined in the *GST Act* have the same meaning in the *agreement*.
- 9.2 The parties acknowledge that:
- (a) the *agreed services fee*, the *additional services rates* and the charges are inclusive of GST and are based on a GST rate of 10%; and
  - (b) if the rate of GST increases or decreases, the *agreed services fee*, the *additional services rates* and the charges will simultaneously increase or decrease so that the *agent* receives the same GST exclusive payment as it received before the change in the rate of GST.
- 10. Work, health and safety**
- 10.1 The parties mutually covenant and agree that they will each comply with their respective obligations under the *Work Health & Safety Act 2011* (NSW) and the *Work Health & Safety Regulation 2011* (NSW) (*WHS Act 2011* and *WHS Regulation 2011*), as amended from time to time.
- 10.2 Subject to the provisions of the *WHS Act 2011* and *WHS Regulation 2011*, the *owners corporation's* appointment of the *agent* under this *agreement* does not constitute the appointment of the *agent* as a principal contractor within the meaning of regulation 293 of the *WHS Regulation 2011* (as amended from time to time).

# STRATA MANAGEMENT AGENCY AGREEMENT

## 11. Definitions

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

<i>Act</i>	<i>Strata Schemes Management Act 2015</i> (NSW).
<i>additional services</i>	the functions and duties of the <i>owners corporation</i> set out in schedule A1 or schedule A2 which are not included in agreed services fee.
<i>additional services fee</i>	the fee for the supply by the <i>agent</i> of the <i>additional services</i> calculated according to the <i>additional services rates</i> , as varied under the <i>agreement</i> .
<i>additional services rates</i>	the hourly and other rates for carrying out the <i>additional services</i> set out in schedules A1 or A2, as varied under the <i>agreement</i> .
<i>agent</i>	the person described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>agent's</i> employees and contractors or any transferee under clause 7.
<i>Agents Act</i>	<i>Property, Stock and Business Agents Act 2002</i> (NSW).
<i>agreed services</i>	the functions and duties of the <i>owners corporation</i> set out in: a) schedule A1 other than those marked "No authority"; and b) schedule A2.
<i>agreed services fee</i>	the fee in <i>item 6</i> for the supply of the <i>agreed services</i> , as varied under the <i>agreement</i> .
<i>agreement</i>	this <i>agreement</i> including the particulars, schedules and attachments.
<i>charges</i>	the costs and associated fees set out in schedule A2, as varied under the <i>agreement</i> ; and disbursements and out of pocket expenses incurred by the <i>agent</i> .
<i>CPI</i>	the All Groups consumer price index published by the Australian Bureau of Statistics for Sydney, or if that bureau stops publishing the <i>CPI</i> , then the index recommended by the Property Council of Australia as the index that most appropriately replaces the <i>CPI</i> .
<i>Development Act</i>	in relation to a freehold <i>strata scheme</i> , the <i>Strata Schemes Development Act 2015</i> (NSW).
<i>disclosure schedule</i>	schedules C1 and C2.
<i>strata committee</i>	the <i>strata committee</i> of the <i>strata scheme</i> .
<i>GST Act</i>	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<i>item</i>	an <i>item</i> in the Particulars.
<i>loss</i>	any damage or damages, <i>loss</i> , costs (including, without limitation, the costs of complying with any verdict, award or settlement of any dispute and legal costs on a solicitor and own client costs basis), expense, charge, payment of liability, in any case, whether accrued or paid but not indirect, incidental or consequential <i>loss</i> or damages.
<i>non-standard work</i>	means any work not defined as <i>standard work</i> .
<i>owners corporation</i>	the <i>owners corporation</i> described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>employees</i> , <i>agents</i> (other than the <i>agent</i> ), contractors and invitees of the <i>owners corporation</i> .
<i>Regulation</i>	<i>Property, Stock and Business Agents Regulation 2014</i> (NSW).
<i>related persons</i>	in relation to a proposed transferee which is a: a) corporation, — a 'related entity' of the corporation within the meaning of section 9 of the Corporations Act 2011 (Cth); or b) partnership, — the partners and principal staff of the partnership.
<i>SCA (NSW)</i>	means Strata Community Australia (NSW).
<i>services</i>	the <i>agreed services</i> and <i>additional services</i> .
<i>standard work</i>	Means: a) construction work where there is no requirement to work above three (3) metres, including but not limited to, replacement of roofing, guttering; b) general maintenance works, including but not limited to, lawn mowing, gardening, window cleaning (below three (3) metres), painting; c) minor maintenance repairs, including but not limited to, repair/replacement of leaking pipes, replacing tiles/pavers, lock replacement/repairs; d) maintenance of essential fire safety equipment; e) annual inspection and notifications required for essential fire safety equipment; f) pest management treatments (excluding fumigation); g) lift, traveller or escalator maintenance; or h) renewal of plant registrations in accordance with the requirements of the <i>WHS Act 2011</i> and <i>WHS Regulation 2011</i> ; provided however:

---

# STRATA MANAGEMENT AGENCY AGREEMENT

- (i) if any of these works require a principal contractor (as defined under the *WHS Act 2011* and *WHS Regulation 2011*) to be appointed then the works will be considered *Non-Standard Work*; or
- (ii) if there is any inconsistency between *Standard Work* and *Non-Standard Work*, the work will be interpreted as *Non-Standard Work*.

*strata scheme* the *scheme* described on the front page of the *agreement*.

*term* the period or event in *item 3*:

- a) commencing on the commencement date; and
- b) expiring at the duration of the period identified or event in *item 3*.

*Tribunal* means the NSW Civil and Administrative Tribunal.

## 12. Interpretation

In the *agreement*, unless the contrary intention appears:

- (a) a reference to:
  - (i) a thing includes the whole or each part of it;
  - (ii) a document includes any variation or replacement of it;
  - (iii) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
  - (iv) a person includes that person's executors, administrators, successors, substitutes (including but not limited to, person taking by novation) and assigns;
- (b) the singular includes the plural and vice versa;
- (c) headings do not affect interpretation; and
- (d) despite clause 11, the words defined in clause 11 are defined words whether or not these words are in italics.

### Important notes for the parties when executing the *agreement*:

- The *agent* may not be entitled to any fee for *services* performed unless the *agent* serves a copy of the *agreement* signed by the *agent* on the *owners corporation* within 48 hours after the *agreement* is signed by or on behalf of the *owners corporation*.
- Once the terms of the *agreement* have been *agreed*, the *agent* should sign the *agreement* in duplicate and submit the *agreement* in duplicate to the *owners corporation* for signing. The *owners corporation* should sign, date and acknowledge receipt of the *agreement* on both counterparts.
- The *agent* should retain a copy of the signed *agreement*.
- A copy should be given to the secretary of the *owners corporation*.
- The *agent* should provide a copy of the proposed *agreement* to all parties required to be given notice of the meeting at which the *agreement* is proposed to be approved.
- If the *owners corporation* does not nominate two (2) persons to witness the affixing of the seal then the seal must be affixed in the presence of the secretary and any other member of the *strata committee*.



# STRATA MANAGEMENT AGENCY AGREEMENT

## Schedule A1

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

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

## **Schedule "A2"**

Strata Management Agency Agreement  
2021

# JAMESONS.

# JAMESONS.

1	Accounting, levying, reporting & payments	The agents authority is limited to the items contained in the duties and functions	Frequency	Refer to hourly rates where applicable
1.1	Trust Accounting	Time spent to establish and maintain a trust account as an interest bearing trust account in the name of the owners corporation	As required	Included in <i>agreed services fee</i>
1.2	Investing or Terminating investments	Time spent to open, invest, seek instructions, or terminate an investment in the name of the owners corporation	As directed	Included in <i>agreed services fee</i>
1.3	Administrative Fund Budget	Time spent to prepare and manage the Administrative Fund budget including the provision of an annual budget for consideration	As required	Included in <i>agreed services fee</i>
1.4	Capital Works Fund Budget	Time spent to prepare and manage the Capital Works fund budget, incorporating and reviewing the consultants information/report including the provision of a budget for consideration	As required	Included in <i>agreed services fee</i>
1.5	Levies	Time spent to prepare levy notices to each owner for periodic contributions	As required	Included in <i>agreed services fee</i>
1.6	Special levies	Time spent to prepare special levy notices for each owner for periodic contributions	As required	Included in <i>agreed services fee</i>
1.7	Bank reconciliations	Time spent to prepare daily bank reconciliations for all bank accounts	As required	Included in <i>agreed services fee</i>
1.8	Statutory reports	Time spent to prepare statutory reports	As required	Included in <i>agreed services fee</i>
1.9	Outstanding levy report	Time spent to prepare and issue quarterly outstanding levy report	As required	Included in <i>agreed services fee</i>
1.10	Registration/deregistration GST	Time spent to register or deregister a scheme for GST	As required	Included in <i>agreed services fee</i>
1.11	Levy payment facility	Provision of levy payment facilities	As required	At merchant rates
1.12	Levies and payments	Time to clarify levy fees/charges with an owner/dishonoured payments/creditor enquiries	As required	minimum 15 minutes
1.13	Financial reporting	Time to prepare/provide additional financial reports requested	As required	minimum 15 minutes
2	By-laws & notice to comply	The agents authority is limited to the items contained in the duties and functions		Refer to hourly rates where applicable
2.1	By-Laws, strata plans or other relevant documents	Time spent to provide copies of by-laws, strata plans or other routine documents including provision of documents on SMATA or other portal	As requested	Included in <i>agreed services fee</i>
2.2	By-laws	Time spent to prepare and issue generic by-law breach letters	As directed	Included in <i>agreed services fee</i>
2.3	Registration of By-Laws	Time spent to prepare, follow up, lodge and close out registration of By-Laws	As directed	\$198 Per time + Statutory Fee
2.4	Notices under Section 146 or other Sections	Time spent to prepare and issue a notice to comply	As directed	\$198.00/notice/time
2.5	By-laws, strata plan, SSMA and Regulations	Time to assist with by-law, strata plan, SSMA or regulation related enquiries	As required	minimum 15 minutes
2.6	mediation/court	Time spent to support with/ prepare for/ attending and any post NCAT related matters		minimum 1 hour
3	Meetings	The agents authority is limited to the items contained in the duties and functions		Refer to hourly rates where applicable



3.1	Meeting venues	Provision of onsite meeting facilities	As required	Included
3.2	Annual general meeting	Preparation of statutory annual general meeting agenda and concurrent strata committee meeting agenda	As required	Included in <i>agreed services fee</i>
3.3	Annual general meeting – office hours	Attend and chair the AGM between 8:30am-5:00pm	As required	Included in <i>agreed services fee</i> up to 1 hour. Hourly rates thereafter
3.4	Any other meeting attendance – office hours	Attend and chair any EGM, SCM, TM, ADJM or any other meeting between 8:30am – 5:00pm	As required	Minimum 1 hour
3.5	Meeting attendance – meeting hours	Attend and chair the AGM, EGM, SCM, TM, ADJM or any other meeting between 5:00pm – 8:00pm	As required	minimum 1 hour
3.6	Meeting attendance – extended meetings hours or weekend	Attend and chair the AGM, EGM, SCM, TM, ADJM or any other meeting from 8:00pm onwards or on weekends	As required	Minimum 15 minutes
3.7	Annual general meeting	Additional motions for the AGM	As required	\$22.00 per motion
3.8	Any other meeting – notice preparation	Prepare a notice for any EGM, SCM, TM or ADJM or any other meeting	As required	Minimum 1 hour
3.9	Any other meeting – minutes preparation	Prepare minutes for any EGM, SCM, TM, ADJM or any other meeting	As required	Minimum 1 hour for SCM Minimum 15 minutes for any other meeting
<b>4</b>	<b>Technical strata matters</b>	<b>The agents authority is limited to the items contained in the duties and functions</b>		<b>Refer to hourly rates where applicable</b>
4.1	Work orders and quotations	Issue work orders and quotations	As required	\$41.25/time/quote
4.2	Maintenance, renovations, building works, projects or defects (includes new developments)	Time spent in relation to maintenance, renovations, building works, projects, defects or any other construction/repair related matter. (includes new developments) NB: any time spent on renovations to be charged directly to the applicant	As required	minimum 15 minutes
4.3	Contracts	Execute contracts or any other documents as requested (unless approval is limited by the Owners Corporation) pursuant to the Home Building Act, or such other Act/s. Register documents (if required)	As directed	minimum 1 hour per time
4.4	Insurance renewals	Time spent to lodge, follow up and close out insurance renewals	As required	minimum 15 minutes
4.5	Insurance claims	Time spent to lodge, follow up and close out insurance claims	As required	minimum 15 minutes
4.6	Compliance/Risk/Audits	Time spent to prepare, following up, lodge and close out statutory compliance, risk, audit items. EG: Annual Fire Safety Statement.	As required	Minimum \$198 per time
4.7	Building electricity	Provision of energy group buy including access to all consultants and deals	As required	\$33 per time
4.8	Fire consultant	Provision of general advice from in house fire consultant	As required	Included in <i>agreed services fee</i>
4.9	Tradesman compliance	Manage and oversee trade compliance programs	As required	Cost from provider + 20%
<b>5</b>	<b>Documents and records</b>	<b>The agents authority is limited to the items contained in the duties and functions</b>		<b>Refer to hourly rates where applicable</b>
5.1	Records	Time spent to maintain the correspondence and all other files (electronic)	As required	Included in <i>agreed services fee</i>

5.2	Minute book	Time spent to maintain the minute book (electronic)	As required	Included in <i>agreed services fee</i>
5.3	Welcome letter	Time spent to prepare and issue welcome letters to new owners	As required	Included in <i>agreed services fee</i>
5.4	Correspondence	Attend to routine written and oral communication with stakeholders	As required	Included in <i>agreed services fee</i>
5.5	Newsletters/communications	Regular newsletters/communications from CEO and senior leadership team	As required	Included in <i>agreed services fee</i>
<b>6</b>	<b>Plan set up and exit</b>	<b>The agents authority is limited to the items contained in the duties and functions</b>		<b>Refer to hourly rates where applicable</b>
6.1	New plans	Standard new plan records set up and implementation into company systems	As required	Included in <i>agreed services fee</i>
6.2	New plans	Nonstandard/defective new plan records set up and implementation into company systems	As required	Minimum 15 minutes
6.3	Books and records archiving	Archive plan records at external archiving facility including scanning of all documents for life of building	As required	At direct cost from provider
6.4	Plan exit	Prepare books and records for collection by nominated person	As required	Included in <i>agreed services fee</i> up to 4 hours, hourly rate thereafter
<b>7</b>	<b>Technology services</b>	<b>The agents authority is limited to the items contained in the duties and functions</b>		<b>Refer to hourly rates where applicable</b>
7.1	Online platform	Access to the online platform for lodgement of maintenance jobs, follow up, communication, access to important building information online 24/7	As required	Included in <i>agreed services fee</i>
7.2	Accounts payable solution	Provision of online accounts payable solution including access to previously paid invoices and other relevant information	As required	Included in <i>agreed services fee</i>
7.3	Electronic voting	Provision of online voting platform via any platform	As required	Cost from provider + 20%
7.4	Teleconference/Video Link	Provision of teleconference, video link or any other device as available	As required	Included in <i>agreed services fee</i>
7.5	Group Emails	Provision of a secure group email address for the scheme	As required	Included in <i>agreed services fee</i>
7.6	Any other items	Provision of any other technological service	As required	As agreed
<b>8</b>	<b>Other</b>	<b>The agents authority is limited to the items contained in the duties and functions</b>		<b>Refer to hourly rates where applicable</b>
8.1	Additional Services requested - any other services (that are not agreed services) that can be provided by the agent	Performed with action or implied standing instructions from Owners Corporation and/or Strata Committee	As required	minimum 15 minutes
<b>9</b>	<b>Hourly rates</b>	<b>The agents authority is limited to the items contained in the duties and functions</b>		<b>Refer to hourly rates where applicable</b>
9.1	Class 1 Licensee in Charge/General Manager/senior leadership team	Inclusive of meeting hours to 8:00 pm		\$110 per 15 minutes
9.2	Strata manager	Office hours – 8:30am – 5:00pm		\$41.25 per 15 minutes

9.3	Strata manager	Meeting hours – 5:00pm – 8:00pm		\$68.75 per 15 minutes (minimum 1 hour)
9.4	Strata manager	Extended Meeting Hours 8:00 pm to midnight and weekends		\$110 per 15 minutes
9.5	Assistant strata manager	Office hours – 8:30am – 5:00pm		\$33 per 15 minutes
9.6	Accounting/finance	Office hours – 8:30am – 5:00pm		\$41.50 per 15 minutes
9.7	Compliance/risk/insurance/other	Office hours – 8:30am – 5:00pm		\$33 per 15 minutes
<b>10</b>	<b>Financial administration</b>			<b>Refer to hourly rates where applicable</b>
10.1	owners corporation payroll	Time spent to prepare and distribute owners corporation payroll	As required	\$298 per time
10.2	BAS and Income tax	Time spent to prepare and lodge BAS and Income Tax returns	As required	\$220 per time
10.3	Instalment activity notices	Time spent to prepare and lodge Instalment Activity Notices	As required	\$66 per time
10.4	Debt Collection - Stage 1 & 2	Send reminder letters to owners (stage 1 & 2) <i>(On-charged to Lot Account)</i>	As required	\$33.00 /notice
10.5	Debt Collection – Stage 3	Send reminder letters to owners (stage 3) <i>(On-charged to Lot Account)</i>	As required	\$88/notice
10.6	Debt Collection	Time spent to give instructions to collection agencies for debt collection/and/or reminder Notices, subject to Strata Committee instructions/prepare court or tribunal documents or any other action <i>(On-charged to Lot Account)</i>	As required	Hourly rates of person actioning (minimum 15 minutes)
10.7	Levy Payment plan	Time spent to prepare and manage ongoing payment plan	As required	\$66 per application
<b>11</b>	<b>General administration</b>	<b>The Agents Authority is limited to the items contained in the duties and functions</b>		<b>Refer to hourly rates where applicable</b>
11.1	Emails, standard postage, standard copying, printing, stapling, text Messaging, Telephone calls (less than 5 mins), electronic storage of documents, archiving, collecting coin meters, etc	Time spent providing agreed administrative services including; postage, emails, copying, printing, stapling, scanning, text messaging, telephone calls (less than 15 mins), electronic storage of documents, archiving, etc  ** Does not include non standard postage and copying ** Does not include registered or express post	As required	Included in Fixed Disbursement Fee Agreed rate per lot, per month
11.2	Non standard postage	Non standard postal services	As required	Cost + 0.33C
11.3	Non standard printing and copying	Non standard printing and copying services	As required	0.44C per page
11.4	Scanning	Scanning of all documents	As required	Included in <i>agreed services fee</i>
11.5	Common seal	Maintain the common seal and attest to its fixation	As required	Included in <i>agreed services fee</i>
11.6	Postage	Registered & Express postal services	As required	Cost + \$11.00
11.7	Archive Records	Retrieve archive records on request	As required	At cost + \$55.00 /time

11.8	Keys	Manage security key administration (Deposits/Refunds)	As required	\$33.00 /item
11.9	Parking/Travel	Reimburse for parking/travel expenses incurred attending a site. (excludes fuel & travel time)	As required	As per expenditure
<b>12</b>	<b>Records administration</b>			<b>Refer to hourly rates where applicable</b>
12.1	Section 184	Issue Section 184 certificates (retain fee paid by applicant)	As required	Statutory Cost
12.2	Urgent Section 184	Issue Urgent Section 184 certificates (retain fee paid by applicant)	As required	Statutory Cost x 2
12.3	Section 183 Records for Inspection	Make available records for inspections under Section 183 (retain fee paid by applicant)	As required	Statutory Cost
12.4	Section 22, 258, 259 and the strata roll	Record and retain Section 22, 258, 259 notices and the strata roll	As required	\$22.00 /charge

# **STRATA MANAGEMENT AGENCY AGREEMENT – Notes to Duties, Functions and Fee Schedule**

## **NOTES:**

“As required” means as required in the circumstances

“As occurs” means duty or function undertaken when the situation occurs

“As directed” means as instructed by a resolution of the owners corporation, strata committee or instruction from the representative (or substitute representative) from time to time.

“Office Hours” means 8:30am to 5.00pm Monday to Friday, excluding Public Holidays

“Meeting Hours” means any meeting that occurs between 5:00pm to 8:00pm Monday to Friday, excluding Public Holidays.

\*\*\* Note. Meeting charges to commence from 5:00pm regardless of the start time.

“Extended meetings or weekends” means any meeting that continues past or commences from 8:00pm or anytime on the weekend.

“Hourly Rates” – refer to the schedules above

“GST” means Goods and Services Tax (currently legislated at 10%). All charges are GST inclusive

“AGM” means Annual general meeting

“SCM” means Strata committee meeting

“EGM” means Extraordinary general meeting

“TM” means Tenant meeting

“ADJM” means Adjourned meeting

“Non standard” means including but not limited to any EGM, NCAT or other legal proceedings, defect or other major works projects, major event or insurance matter, new legislative, compliance or other legal changes and any other item as advised by the agent from time to time.

The agent is not authorised to enter into any contract or agreement with any contractor, supplier or service person (including a principal contractor) for the provision of non standard work unless authorised by the owners corporation or in the event of an emergency

## **STRATA MANAGEMENT AGENCY AGREEMENT – Disclosure Schedules**

### **Disclosure Schedule - Schedule C1 – Not Applicable**

### **Disclosure Schedule - Schedule C2 – Refer Below**

#### **Insurance Services**

The Managing Agent is an authorised representative of CHU Underwriting Agencies Pty Limited and an Agent of the Insurers, QBE Insurance (Australia) Limited, QBE Workers Compensation (NSW) Limited and Mercantile Mutual Insurance Australia Limited.

The Managing Agent is qualified to give general advice and information about insurance, not personal advice. If the Owners Corporation requires specialist insurance advice the Managing Agent can refer the Owners Corporation to an Insurance Advisor.

If the Managing Agent recommends that your building insurance should be placed with the insurers, the Owners Corporation acknowledges and agrees that the recommendation is general advice only (not personal advice).

The Owners Corporation should read the Product Disclosure Statement before making a decision to purchase that insurance.

#### **Insurance Broking**

Coverforce CNG Insurance Broking is a joint partnership between Jamesons Strata Management and Coverforce Partners Insurance brokers. Both parties derive income from the broker fee as a result of placing your annual insurance and providing ongoing insurance services. The Strata Agent discloses that Coverforce CNG and the Strata Agent are related entities.

#### **Insurance Commission**

Jamesons foregoes any Insurance Policy Commission it may receive, passing this benefit onto clients, in the form of lower premiums or a rebate on Management Fees (subject to the arrangement with the Broker or the Insurance Company).

#### **Other Rebates, Discounts or Commissions**

In the event that a rebate, discount or other commission is received from providers of goods and/or services, Jamesons foregoes same, by passing this benefit on to clients in the form of a rebate on management fees.

#### **Smata Technologies Pty Ltd**

The Strata Agent may use the services of Smata Technologies Pty Ltd (Smata Technologies), and may refer an Owners Corporation to Smata Technologies, to obtain quotes from, and to issue work orders to, appropriately trained tradespeople for the provision of services to the Owners Corporation.

The Strata Agent does not receive, and does not expect to receive any rebate, discount, commission or benefit from using the services of Smata Technologies.

The Strata Agent discloses that Smata Technologies and the Strata Agent are related entities.

#### **Strata Remedial Services Pty Ltd (SRS)**

The Strata Agent may use the services of SRS Pty Ltd, and may refer an Owners Corporation to SRS, to obtain quotes from, and to issue work orders to, for the provision of services to the Owners Corporation.

The Strata Agent does not receive, and does not expect to receive any rebate, discount, commission or benefit from using the services of SRS.

The Strata Agent discloses that SRS and the Strata Agent are related entities.

**PROXY APPOINTMENT FORM - STRATA SCHEMES MANAGEMENT ACT 2015**

Date:  /  /

I/We, ,

the owners of lot  in Strata Plan No

Appoint , of

As my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).

I/We appoint , of

As my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings)

if  already holds the maximum number of proxies that may be accepted.

Period or number of meetings for which appointment of proxy has effect

\* 1 meeting /  \*  meetings /  \* 1 month /  \*  months /  \* 12 months or 2 consecutive

\*Tick or tick and complete whichever applies

(Note: The appointment cannot have effect for more than 12 months or 2 consecutive Annual General Meetings, whichever is the greater.)

\* 1. This form authorises the proxy to vote on my/our behalf on all matters. **OR**

\* 2. This form authorises the proxy to vote on my/our behalf on the following matters only:

(Specify the matters and any limitations on the manner in which you want the proxy to vote.)

\*Delete paragraph 1 or 2, whichever does not apply.

\* 3. If a vote is taken on whether (the strata managing agent) should be appointed or remain in office or whether another managing agent is to be appointed, I/we want the proxy to vote as follows:

\* Delete paragraph 3 if proxy is not authorised to vote on this matter. For examples, read note 1 below.

\* 4. I understand that, if the proxy already holds more than the permitted number of proxies, the proxy will not be permitted to vote on my/our behalf on any matters.

Signature of owner/s

- If a person holds more than the total number of proxies permissible, the person cannot vote using any additional proxies. The total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution are as follows:
  - if the strata scheme has 20 lots or less, one,
  - if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
- A physical person must be named on the proxy form. Do not nominate the Chairperson, Strata Manager or Jamesons as your proxy for the meeting. It is advisable that you nominate another person that can/is attending the meeting.
- This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme – 100 lots or more) or at or before the first meeting in relation to which it is to operate (in any other case).
- This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.
- This form is current from the day on which it is signed until the end of the period (if any) specified on the form or the first anniversary of that day or at the end of the second annual general meeting held after that day (whichever occurs first).
- A provision of a contract for the sale of a lot in a strata scheme, or of any ancillary or related contract or arrangement, is void and unenforceable to the extent that it:
  - requires the purchaser of a lot, or any other person, to cast a vote at a meeting of the owners corporation at the direction of another person, or
  - requires the purchaser to give a proxy at the direction of another person for the purpose of voting at a meeting of the owners corporation (that is a person cannot rely on any such proxy to cast a vote as a proxy).



## STRATA COMMITTEE NOMINATION FORM

In accordance with the provisions of Schedule 1, Part 2, Cl. 5 (1) of the Strata Schemes Management Act 2015 a Notice of an Annual General Meeting is to include a call for nominations for members of the Strata Committee at least seven (7) days before the Annual General Meeting of the Owners Corporation.

Strata plan:

### 1. COMPLETE FOR SELF NOMINATION OR NOMINATING ANOTHER PERSON

Name of lot owner making nomination:

Owner of lot:  or unit

Date:

Signature of Owner

\*Tick or tick and complete whichever applies

### 2. IF NOMINATING ANOTHER PERSON - CONSENT OF NOMINEE

Strata plan:

Name of nominee for election to the strata committee:

Address of nominee: (email or postal)

I  Consent to being nominated for election to the strata committee.

Date:

Signature of Nominee

NB: Nominations received prior to the issuing of the Notice of the Annual General Meeting will be included in the Notice of that meeting at which the election is to take place.