SOUTHERN
STRATA SERVICES

PO Box 690, Belmont WA 6984 Ph | (08) 9478 6881 F | (08) 9479 6881
ABN 18 280 710 784

Dear Owner/s,

NOTICE OF ANNUAL GENERAL MEETING

NOTICE is hereby given in accordance with provisions of the Strata Titles Act 1985 as Amended that an Annual General Meeting of: The Owners of ; 3 Barnsbury Road, WARWICK; Strata Plan 80021; is to be held:

DATE : Tuesday 22 July 2025
TIME : 04:00 PM
VENUE : ZOOM

IMPORTANT INFORMATION – PLEASE READ CAREFULLY

Attendance at Meeting;

Since the commencement of the Strata Titles Act reform we are now able to offer different ways for the meeting to be held and it has been determined that this meeting will be held via ZOOM, with those unable to attend given the ability to vote online up until 24 hours prior to the meeting.

Further changes resulting from the Reform that affect your meeting include a change across the board to all Strata Companies is the Quorum required in order for a meeting to be declared open. In accordance with the Strata Titles Act 1985, as Amended, Section 130 (1)(3) and (4) now stipulates that a quorum is 50% of Owners, either in person or prior Proxy or via online pre-vote; the reform also notes that if within 30 mins of the designated start time the quorum is not achieved, those present, or who have online voted are considered to constitute a quorum and the meeting will proceed on this date.

Kindly note that if ownership of your unit (lot) is in joint names, all co-owners (those whose names are on the title) are welcome to attend the meeting, however, a form of proxy must be completed and signed by all the co-owners nominating one of them or a third adult person, to vote. Where ownership is in the name of a company, the company must properly execute a proxy form nominating an adult person to act on their behalf.
If you have any queries regarding the attached annual accounts, please contact the undersigned at least THREE WORKING DAYS prior to the meeting so the necessary answers can be provided.

NOTE: Pursuant to sections 124 and 125 of the Strata Titles Act 1985 as Amended, should Southern Strata Services or any of its directors or authorised officers, including appointed strata management staff, be a proxy holder appointed to vote on any matter at an annual general meeting or extraordinary general meeting, then such directors or authorised officers shall be permitted to vote for themselves or any associated company to carry out the duties as the strata manager of the strata company.

Kathy Sierociak
For and on behalf of the Owners of
Date of issue: 08 Jul 2025

SOUTHERN STRATA SERVICES

PO Box 690, Belmont WA 6984 Ph | (08) 9478 6881 F | (08) 9479 6881
ABN 18 280 710 784

The Owners of 3 Barnsbury Road, WARWICK
Strata Plan 80021

ATTACHMENT TO FORMAL NOTICE OF MEETING

To be conducted on Tuesday 22 July 2025 at 04:00 PM.
Venue: Zoom, watch for email from Strata Manager providing link to Zoom Meeting, Perth, WA, 6000.

AGENDA

Preliminaries

Welcome.

Attendance and Proxies and Apologies.
Record people in attendance, verify proxies as received; confirm which lots may have prevoted online and note any apologies.
Announce quorum present or advise chairperson so that the meeting can proceed.

Election of Meeting Chairperson.

1. **CONFIRMATION OF PREVIOUS MINUTES**
Confirm minutes of previous AGM meeting held on 11th of September 2024.

☐ YES ☐ NO ☐ ABSTAIN

2. **MATTERS ARISING FROM THOSE MINUTES**
Unless under consideration at this meeting, to discuss any matters arising from the previous minutes.

3. **Council Nomination**

3.1. **NOMINATION AND ELECTION OF COUNCIL**
In accordance with schedule 1 by-law 5 of the strata company, determine the number of council members (a minimum of three and maximum of seven owners). Receive nominations and hold a ballot if necessary in accordance Section 135 (3) Strata Titles Act 1985, as Amended.

☐ YES ☐ NO ☐ ABSTAIN

3.2. **COUNCIL OF OWNERS BE AUTHORISED TO EXECUTE DOCUMENTS**

By way of ordinary resolution, pursuant to Section 118 of the Act, the council, be authorised to enter into and, if required to, execute contracts, agreements, commitments, undertakings or other legally binding arrangements which are either desirable or necessary for the function and performance of the Strata Company; and if necessary affix the Common Seal in the presence of any two Council Members so authorised who shall sign as witness thereto.

☐ YES ☐ NO ☐ ABSTAIN

4. **Strata Management**

4.1. **APPOINT SOUTHERN STRATA SERVICES**

That the council of the strata scheme be directed to reappoint Southern Strata Services as strata community agent of the strata company for a term of one year commencing **1st of July 2025** at an annual fee for the reappointment of $4,300.00 per annum (Exclusive of GST).

☐ YES ☐ NO ☐ ABSTAIN

4.2. **RATIFIES CONTRACT AND APPROVED THE COO**

The Standard Management Agreement and Disclosure document included be utilized and if the meeting is held in person shall be executed by the strata company with the signature of two Council members, alternatively if the meeting is an online meeting then upon successful vote retaining Southern Strata Services, the enclosed agreement will be taken to have the same effect as if it was signed in person.

☐ YES ☐ NO ☐ ABSTAIN

5. **FINANCIAL STATEMENTS**

To confirm the financial statements for the 12 months period ending 30th of June 2025, which accompany this notice and accept accordingly.

N.B. A copy of the current financial statement is attached herewith for the Owners reference only.

☐ YES ☐ NO ☐ ABSTAIN

6. **INSURANCE**

That the Council of Owners be authorized to renew the Insurance Policy on behalf of the Strata Company at the suggested rate as set down by Insurers.

AND

The strata manager discloses an interest in the business of the insurer as a sub-agent and receives a commission based on the value of the premium paid.

AND

Consider when the Strata Company next requires an updated Building Insurance Replacement Report; last obtained in 8th of December 2022 which recommend that the sum to be insured at that time was $2,290,000.00.

AND

Consider addition of Workers Compensation insurance to their policy to ensure compliance and adequate coverage per recent legislative changes.

☐ YES ☐ NO ☐ ABSTAIN

7. **General Business**

7.1. **CONSOLIDATION OF BYLAWS**

As required by the Strata Titles Act 1985, as Amended the Strata Company must, when next Amending, Adding or Repealing a Bylaw, provide Landgate with a Consolidation of bylaws. Following the previous motion, should the End of Financial Year bylaw be passed, this will trigger a Consolidation of Bylaws for this complex; and due to the current management statement bylaws in place for your complex, this necessitates a consultant to be employed to review and ensure validity of bylaws in either Schedule 1 'Governance' or Schedule 2 'Behavioural' estimated cost $800.00 - $1,200.00.

☐ YES ☐ NO ☐ ABSTAIN

7.2. **SMGR TO BE AUTHORISED TO EXECUTE BY-LAW CONSOLIDATION**

By way of ordinary resolution, pursuant to Section 118 of the Act, it is proposed that the strata manager be authorised as the sole authorised signatory for the Strata Company, solely granted for the purpose of adopting and lodging the by-law consolidation during the period of 2024/2025. It is important to note that the strata manager will not be required to affix the common seal during this process.

The purpose of this motion is to streamline the process of adopting and lodging the by-law consolidation for the Strata Company during the 2024/2025 period. By authorising the strata manager as the sole authorized signatory, it will eliminate the need to involve multiple individuals in the signing process, thereby expediting the consolidation process.

By invoking Section 118 of the Act, which grants the authority to appoint an authorised signatory, the Strata Company can delegate this responsibility to the strata manager as a once off. This will provide convenience and efficiency while ensuring compliance with the relevant legal provisions. It is important to note that this authorisation is specific to the by-law consolidation and does not grant the strata manager any additional signing authority beyond this scope.

☐ YES ☐ NO ☐ ABSTAIN

7.3. **ROUTINE SERVICES**

Discuss Routine Services carried out in the previous Financial Year.

7.4. **COMMON PROPERTY REPAIRS & MAINTENANCE**

To resolve to authorise the meeting to discuss & determine any necessary works required to the common areas of the Building, to be carried out over the next 12 months.

1. Completed projects
2. In Progress projects
3. Proposed projects

☐ YES ☐ NO ☐ ABSTAIN

7.5. **RESIDENT OR OWNER CONCERNS**

To discuss any Resident & Owner concerns.

7.6. **ASBESTOS CHECK**

That owners consider the safety and compliance of the strata complex by investigating the presence of asbestos-containing materials and creating a comprehensive asbestos register.

For strata complexes built prior to 2005, there is a potential for the presence of asbestos-containing materials within the building. It is a recommended requirement to identify and manage asbestos in the workplace and residential complexes to prevent exposure risks.

Motion: That the strata company resolves to engage a qualified asbestos consultant to:

1. Conduct a thorough inspection of the strata complex to identify any asbestos-containing materials (ACMs) that may be present.
2. Create a detailed asbestos register that documents the location, type, and condition of any identified ACMs.
3. Provide recommendations for ongoing management, including any necessary removal, remediation, or monitoring procedures.

☐ YES ☐ NO ☐ ABSTAIN

8. **Expenditure Budget**

8.1. **PROPOSED ADMINISTRATION EXPENDITURE BUDGET**

That is be agreed by ordinary resolution that the proposed administrative fund expenditure budget totalling **$19,451.00** or such other sum which may be determined at the meeting be approved.

☐ YES ☐ NO ☐ ABSTAIN

8.2. **PROPOSED RESERVE EXPENDITURE BUDGET**

It was agreed by unanimous agreement that the proposed reserve fund expenditure budget totalling **$0.00** or such other sum which may be determined at the meeting, be approved.

☐ YES ☐ NO ☐ ABSTAIN

9. **Determination of Levy Contributions**

9.1. **ADMINISTRATION FUND LEVIES TO APPROVE FOR NEXT 4 X QUARTERS**

That the levy of contributions on proprietors for the Administration Fund be payable in advance, by instalments due and payable in the amounts and on the dates as shown below;

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Entitlement
	Current	01 Sep 2025	30 Nov 2025	01 Sep 2025	$4,625.00	$11.56
	Current	01 Dec 2025	28 Feb 2026	01 Dec 2025	$4,625.00	$11.56
	Current	01 Mar 2026	31 May 2026	01 Mar 2026	$4,625.00	$11.56
	Current	01 Jun 2026	31 Aug 2026	01 Jun 2026	$4,625.00	$11.56
Total		**01 Sep 2025**	**31 Aug 2026**		**$18,500.00**	**$46.25**

To raise a total of **$18,500.00** in the financial year and until otherwise determined at a future General Meeting of the Strata Company, *OR* That by way of majority decision, those present at the meeting increase the Administration Levy to be determined at the meeting.

☐ YES ☐ NO ☐ ABSTAIN

9.2. **RESERVE FUND LEVIES TO APPROVE FOR NEXT 4 X QUARTERS**

That the levy of contributions on proprietors for the Reserve Fund be payable in advance, by instalments due and payable in the amounts and on the dates as shown below;

Levy Status	Financial Period	Period From	Period To	Due	Sinking Fund	Per Lot Entitlement
	Current	01 Sep 2025	30 Nov 2025	01 Sep 2025	$250.00	$0.63
	Current	01 Dec 2025	28 Feb 2026	01 Dec 2025	$250.00	$0.63
	Current	01 Mar 2026	31 May 2026	01 Mar 2026	$250.00	$0.63
	Current	01 Jun 2026	31 Aug 2026	01 Jun 2026	$250.00	$0.63
Total		**01 Sep 2025**	**31 Aug 2026**		**$1,000.00**	**$2.50**

To raise a total of **$1,000.00** in the financial year and until otherwise determined at a future General Meeting of the Strata Company, *OR* That by way of majority decision, those present at the meeting increase the Reserve Levy to be determined at the meeting.

☐ YES ☐ NO ☐ ABSTAIN

9.3. **SPECIAL LEVY**

Motion Under Notice; that should the meeting attendees determine by majority decision that a Special Levy is required then an amount will be determined at this meeting. With the approval from the Council of Owners; a Special Levy of no more than $5,000 can be raised should additional funds be required for any matters referred to throughout the course of this meeting or any matters that arise over the forthcoming 12 months.

☐ YES ☐ NO ☐ ABSTAIN

10. **FUNDS TRANSFER**

To authorise the Council of Owners to transfer funds between the Administration Fund, Reserve Fund, and Term Deposits as needed throughout the Financial Year to ensure efficient financial management and address any unforeseen expenses or funding requirements

☐ YES ☐ NO ☐ ABSTAIN

11. **OTHER BUSINESS**

With consent of the meeting, anything that may be lawfully brought before this meeting for future consideration of the Council of Owners.

☐ YES ☐ NO ☐ ABSTAIN

12. **MEETING CLOSURE**

Attachments

- AGM Voting rights
- AGM Standing orders
- Minutes of Previous AGM
- Financial Report
- Insurance
- Valuation Report
- Proposed Budget
- Management Agreement
- COUNCIL NOMINATION FORM
- Proxy Form
- Contact Details Form

General Meeting
Voting Rights Information

VOTING RIGHTS AT A GENERAL MEETING

Subject to the eligibility provisions shown below, the owner of each lot is entitled to one vote in respect of each lot owned by that owner on a proposed resolution.

Votes may be cast by the owner or a duly appointed proxy but if both the owner and the proxy are present only the owner may cast the vote/s.

In the case of an ordinary resolution a demand that the votes be counted by the number of unit entitlements of the lots for which votes are cast must be made either in writing or orally at the meeting before voting on the resolution or ballot opens.

In the case of a special resolution votes are cast both in respect to the lots and to the unit entitlement.

In the case of a unanimous resolution or a resolution without dissent the vote attached to the lot is the only vote to be cast either in favour or against the proposed resolution. Unit entitlement is not relevant to the outcome of these resolutions.

ELIGIBILITY TO EXERCISE VOTING RIGHTS

Subject to any mortgagee's rights, notified to the Strata Company, owners are at all times entitled to exercise their power or voting on matters requiring a Unanimous Resolution or a Resolution without Dissent.

However, owners may not exercise their power of voting on any Special or Ordinary Resolutions, at a general meeting of the Strata Company, if, there is an outstanding amount recoverable under the Act owed to the strata company by the owner of the lot.

Owners' powers of voting may also be affected by an appointment made, or notification given, pursuant to Section 125 of the Act. Any owner affected by Section 125 and is presumed to be aware of that situation.

NOMINATING A CANDIDATE FOR ELECTION AS A MEMBER OF THE COUNCIL

A person (which term includes a corporation) is entitled to nominate a candidate for election as a member of the council only if that person is entitled to vote at the election. Any persons entitled to nominate may nominate themselves. A person who is not entitled to nominate may, however, be nominated by a person who is entitled to do so. A nomination does not require to be seconded and financial status is not a bar to nomination.

The procedure for nomination of members of the council is as follows:

I. The Chairperson of the General Meeting shall call upon those persons present and entitled to nominate candidates to nominate candidates for election to the council.

II. A nomination is ineffective unless supported by the consent of the nominee to his nomination, given:
   a) In writing, and furnished to the Chairperson at the meeting; or
   b) Orally by a nominee who is present at the meeting in person or by proxy.

III. In the event that there are co-owners of a lot one only of the co-owners shall be eligible to be nominated to be elected as a member of the council and the co-owner who is so eligible shall be nominated by his co-owner/s, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot shall be the nominee or if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot shall be the nominee.

IV. A corporation which is an owner or co-owner of a lot is eligible to be nominated to be elected as a member of the council and should provide written consent to its nomination even if it were to nominate itself as a candidate.

(Please also refer to the enclosed forms of nomination and acceptance of nomination)

General Meeting
Strata Company Standing Orders

Introduction

To ensure anyone attending a meeting of an organisation *(i.e Company, Sporting Club or a Strata Company)* understands how a meeting is to run, a set of guidelines known as Standing Orders are used.

Standing Orders help meetings run smoothly by providing a clear framework that the meeting will follow, making attendees feel relaxed about being involved in the meeting so to encourage engagement.

1 Meetings

1.1 Meetings shall, subject to the presence of a quorum, start at the time set out in the notice of the meeting, and shall continue until all business on the agenda is completed.

1.2 If there is no quorum present within 30 minutes of the starting time, then the persons entitled to vote who are present at the meeting *(inc. proxies)* are taken to constitute a quorum and the meeting will proceed.

1.3 Under the agenda item *"Matters without notice for discussion and referral to the Council"* at the meeting, this is where an attendee can seek to have an item addressed or request for an item to be placed on the agenda to be dealt with at the next Annual General Meeting.

2 Order

2.1 The Chairperson elected from the floor shall chair the meeting.

2.2 A person addressing the meeting shall be heard in silence unless a point of order is raised.

2.3 The Chairperson shall maintain order and conduct the meeting in accordance with these standing orders.

3 Motions

3.1 The motions are listed in the agenda, with the Chairperson reading the motion out to the meeting. For the motion to be "carried" it requires a "mover" and a "seconder", and then it is put to the meeting for their vote.

3.2 A motion shall lapse if there is no seconder.

3.3 No substantive motion may be proposed at a meeting, which is in substance, is the same motion as has previously been proposed and dealt with (in the same meeting).

4 Interruption of meetings by attendees

4.1 An attendee must not, while at the meeting:

(a) behave in an improper or disorderly manner; or
(b) cause an interruption or interrupt another member who is speaking.

4.2 The Chairperson will rule on any instances of interruptions by attendees. The Chairperson may seek an apology, have a short adjournment, ask the member to leave the meeting or adjourn the meeting until a re-scheduled date. The Chairperson's ruling will be final.

5 Conflict/difficult discussions

5.1 When the Chairperson raises an agenda item and opens this to debate from the floor, an attendee needs to stay on topic, being clear and concise about what they are discussing.

5.2 An attendee should manage and remove their personal emotions from the topic being discussed.

5.3 If a meeting cannot reach consensus on the topic being discussed, the Chairperson can, at their discretion call:

- *a break for 10 minutes to give attendees a break and to regain their composure.*
- *cease the conversation and reconvene the topic of discussion at the end of the meeting*

5.4 The Chairperson has the discretion to declare a topic of discussion closed, if they determine the discussion is unproductive and becoming negative – to preserve relationships at the meeting.

5.5 All attendees shall remain calm and professional regardless of how difficult or challenging a topic is.

SOUTHERN STRATA SERVICES

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ABN 18 280 710 784

THE OWNERS OF 3 BARNSBURY ROAD
Strata Plan No. 80021

MINUTES OF 2024 ANNUAL GENERAL MEETING

Date: Wednesday 11th September 2024 – 4:00pm

Meeting place: Online via ZOOM

WELCOME

RECORDING OF MEMBERS PRESENT, APOLOGIES, PROXIES

PRESENT

M Morey (Lot 4); G Murphy (Lot 7); M McCoulough-Fry (Lot 8)

PRESENT BY INVITATION

K Sierociak on behalf of Southern Strata Services

J Ashman in respect of Lot 4

PROXIES, APOLOGIES & ONLINE VOTES

K Pemberton in respect of Lot 2	All Motions 'In Favour'
R Day in respect of Lot 3	All Motions 'In Favour' except Motion 9.3 'no'
J Homsi in respect of Lot 6 in favour of the Chairperson	

CHAIRMAN

It was resolved that K Sierociak be authorised to act as Chairman of the Strata Company for the purposes of the meeting. Per the 2020 Strata Titles Act reform, if within 30 mins of the meeting commencement time there is no quorum, those present will constitute a quorum and the meeting will proceed to business. There will be no further adjourned meetings. A quorum was declared with 3 attending lots & 3 Proxies.

Chairperson declared the meeting open at 4:01pm.

1. Confirmation of previous Minutes

It was resolved that the minutes of the Annual General Meeting held 31st July 2023 be accepted as a true and correct record of the meeting.

Majority in favour. Motion: **CARRIED**

2. Matters Arising from those Minutes

To be discussed within further business.

3. Council Nomination

Thanks were given to the current Council of Owner members;

R Rocca	Lot 1
K Pemberton	Lot 2
R Day	Lot 3
M Morey	Lot 4
I Read	Lot 6
G Murphy	Lot 7
M McCoulough-Fry	Lot 8

3.1 Nomination and Election of Council

In accordance with schedule 1 by-law 5 of the strata company, determine the number of council members (a minimum of three and maximum of seven proprietors).

It was resolved to nominate 7 owners.

Majority in favour. Motion: **CARRIED**

Receive nominations and hold a ballot if necessary, in accordance with schedule 1 by-law 5. The following nominations were received and elected and positions are as follows;

R Rocca	Lot 1*
K Pemberton	Lot 2*
R Day	Lot 3*
M Morey	Lot 4
I Read	Lot 6*
G Murphy	Lot 7
M McCoulough-Fry	Lot 8

**unless objection received*

The following positions were nominated & accepted;

Chairperson:	K Pemberton	Lot 2*
Treasurer:	G Murphy	Lot 7
Secretary:	M McCoulough-Fry	Lot 8

**unless objection received*

Agreement that all decisions for works to be carried out would be based on a majority decision.

3.2 Execution of Documents

Statutory Motion – It was resolved that by way of ordinary resolution, pursuant to Section 118 of the Act, the council, be authorised to enter into and, if required to, execute contracts, agreements, commitments, undertakings or other legally binding arrangements which are either desirable or necessary for the function and performance of the Strata Company; and if necessary affix the Common Seal in the presence of any two Council Members so authorised who shall sign as witness thereto.

Majority in favour. Motion: **CARRIED**

4. Strata Management

4.1 Re-appointment of Southern Strata Services

It was resolved that the council of the strata scheme be directed to reappoint Southern Strata Services as strata community agent of the strata company for a term of one year commencing **1st of October 2024** at an annual fee for the reappointment of **$3,636.36** per annum (Exclusive of GST).

Majority in favour. Motion: **CARRIED**

4.2 Ratification of Documents

Statutory Motion – It was resolved that by way of ordinary agreement; The Standard Management Agreement and Disclosure document included be utilized and if the meeting is held in person shall be executed by the strata company with the signature of two Council members, alternatively if the meeting is an online meeting then upon successful vote retaining Southern Strata Services, the enclosed agreement will be taken to have the same effect as if it was signed in person.

Majority in favour. Motion: **CARRIED**

BUSINESS AS PER BY-LAWS

5. Financial statements.

The Strata Manager reported that the current bank balance (as at 11/09/2024) is:

ADMIN	$1,782.52
SINKING	$ 752.00
TOTAL FUNDS	**$2,534.52**

Strata Manager confirmed an approved Administration budget of $18,179.00 inc. GST, in this financial period, compared to a spend of $14,633.21.

Strata Manager confirmed an approved Reserve budget of $0.00 inc. GST, in this financial period, compared to a spend of $0.00. The Strata Company has come well under budget due to savings within Fire Services and Building Maintenance. Thanks given to all Owners for their ongoing management of the Budget.

All levies are currently up to date.

It was resolved that the financials presented ending the 30/06/2024 be accepted as a true and correct record for the Strata Company.

Majority in favour. Motion: **CARRIED**

SPECIAL BUSINESS

6. Strata Insurance.

It was resolved that the Council of Owners be authorized to renew the Insurance Policy on behalf of the Strata Company at the suggested rate as set down by Insurers.

Majority in favour. Motion: **CARRIED**

A summary of current details are:

Insurer *Allianz* **Policy No.** *WRSC20002577* **Paid to** *27/05/2025*

Key points of the current Building Insurance are;

(i)	Building Sum Insured	$2,404,500.00
(ii)	Public Liability	*$20,000,000.00*
(iii)	Insurance Premium for the current cover was	$5,320.00

The Strata Manager discloses an interest in the business of the insurer as a sub-agent and receives a commission based on the value of the premium paid. The percentage of insurance premium paid by the insurer for this scheme is 20%. The Strata Manager explained that the receipt of commission is considered an industry "norm" and this commission value offsets yearly Insurance Claims and time spent by the Strata Manager handling and administrating all claims on behalf of owners & the strata company.

The Strata Manager advised those owners present of items that are covered within the Building Policy; All buildings and underground services erected on the building forming the strata plan, including fencing. Baths, hand basins, shower screens, toilets, sinks, stoves, ducted air con and built in cupboards. Doors, windows and fixed tiling. Items excluded are carpets, window treatments and light fittings. Recommendation to all owners to ensure that they have these 3 items covered within their landlords' policy cover.

AND

Owners were reminded of the recent Building Valuation report – carried out 8th December 2022, which recommended the building be insured for $2,290,000.00. It is recommended that this be carried out every 3-5 years. This was endorsed at the most recent renewal.

AND

Strata Manager noted the following per the Work Health and Safety Act 2020 (WA):

- Expanded definition of 'worker' potentially including strata companies
- Increased penalties for non-compliance
- New duty of care obligations

Strata Manager advises owners to independently verify their insurance coverage adequacy. All provided information is general, not specific advice.

Practical completion date; Occupancy date is 21st December 2018, therefore warranty for defects would expire December 2024 approx.

It was agreed by all Owners present that the Owners should do one final check for defects within their apartments. Images and details to be provided to the Strata Manager for collation. Once completed, Council of Owners to carry out a common area check for defects, which will also be collated.

1st October – all defects (with images) to be reported to Strata Manager
15th November – Strata Manager to supply the list and claim to the Builders' Insurance (separate to the Strata Companies insurer)

Majority in favour. Motion: **CARRIED**

7. General Business

7.1 **Routine Services**

Strata Manager discussed Routine Services carried out in the previous Financial Year;

Gardening	Maintenance carried out by Maher Landscaping The scope was recently changed to exclude cleaning $175 mowing lawns. This is a jump from $122. Meeting approves change of contractor should the Council of Owners decide to do so.
Fire Services	Carried out as per Australian Standards. Strata Manager sought discount on the existing costs. Feedback from Fire Shield received as follows; *Thank you for your email, I have had a look over this and site has kept the same pricing since 2019, unfortunately we are unable to reduce any further. We did a 5% increase last year and have not increased this site due to previous request.*
Pest Control	Common area pest treatment (spiders, ants, cockroaches) carried out March 2024, due August / Sept 2024 Contractor to be reminded of cobweb / spider treatment (clean) to the stairwell areas (high). Attention to ant hole near Unit 7 carbay (rear).
Termite Checks	Inspection to storerooms / common areas & roof spaces carried out – next due 2026.

Strata Manager also noted for the purpose of the meeting, that utilities at the property are billed as follows;

Water:	Common usage paid by Strata Company (recouped through Levies)
Electricity:	Common usage Paid by Strata Company (recouped through Levies)

7.2 Common Property Repairs and Maintenance

7.2.1 Completed Projects

Strata Manager discussed the following completed projects

- Bollard repairs
- Various gardening items (fertiliser etc.)
    - Agreement for the following;
        - Request to come to Strata Manager (i.e. purchase of fertiliser)
        - Strata Manager to send email to all Council of Owners seeking approval, giving a 7 day timeframe for any objections to be received
        - If all in favour, proceed to purchase and reimbursement

It was also noted, that all purchases from the Strata Company remain the ownership (for use and control) of the Strata Company & residents.

7.2.2 In Progress Projects

Nil

7.2.3 Proposed Projects

Strata Manager discussed the following proposed projects;

- Gutter Cleaning – not required, defer to 2025 AGM
- Common area items:
  - Bin Lock – may be considered over the next Financial Year

7.3 Resident or Owner Issues

Stata Manager discussed the following;

- **Security Upgrades**
  CCTV quotes have been sourced ranging from $3,900 - $5,000.
  Defer to 2024 AGM, with a quote for 4 x cameras or different variations for cheaper options.
  Options were sourced, however still in the $2,800 - $3,600 vicinity.

  No further action

8. Proposed expenditure budget.
Motions under Notice –

8.1 It was resolved that the proposed administrative fund expenditure budget totalling **$18,151.00** be approved.

Majority in favour. Motion: **CARRIED**

8.2 It was resolved that the proposed reserve fund expenditure budget totalling **$0.00** be approved.

Majority in favour. Motion: **CARRIED**

9. Determination of the Levy of Contributions for the period 1st July 2024 to 30th June 2025
Motions under Notice –

9.1 **ADMINISTRATION FUND LEVIES TO APPROVE FOR NEXT 4 X QUARTERS**

It was resolved that the levy of contributions on proprietors for the **Administration Fund** be payable in advance, by instalments due and payable in the amounts and on the dates as shown below;

$11.56 per unit of entitlement	01/09/2024;	(Raising $4,625.00)
$11.56 per unit of entitlement	01/12/2024;	(Raising $4,625.00)
$11.56 per unit of entitlement	01/03/2025;	(Raising $4,625.00)
$11.56 per unit of entitlement	01/06/2025	(Raising $4,625.00)

to **continue to** raise a total of **$18,500.00** in the financial year until otherwise determined at a future General Meeting of the Strata Company.

Majority in favour. Motion: **CARRIED**

9.2 **RESERVE FUND LEVIES TO APPROVE FOR NEXT 4 X QUARTERS**

It was resolved that the levy of contributions on proprietors for the **Reserve Fund** be payable in advance, by instalments due and payable in the amounts and on the dates as shown below;

$0.63 per unit of entitlement	01/09/2024;	(Raising $250.00)
$0.63 per unit of entitlement	01/12/2024;	(Raising $250.00)
$0.63 per unit of entitlement	01/03/2025;	(Raising $250.00)
$0.63 per unit of entitlement	01/06/2025	(Raising $250.00)

to **continue to** raise a total of **$1,000.00** in the financial year until otherwise determined at a future General Meeting of the Strata Company.

Majority in favour. Motion: **CARRIED**

9.3 Special Levy

Motion Under Notice; that should the meeting attendees determine by majority decision that a Special Levy is required then an amount will be determined at this meeting. With the approval from the Council of Owners; a Special Levy of no more than $5,000 can be raised should additional funds be required for any matters referred to throughout the course of this meeting or any matters that arise over the forthcoming 12 months.

It was resolved by all Owners present, that a Special Levy for the 2024/2025 Financial period was not required

Majority in favour. Motion: **DENIED**

10. Funds Transfer

It was resolved to authorise the Council of Owners to transfer funds between the Administration Fund, Reserve Fund, and Term Deposits as needed throughout the Financial Year to ensure efficient financial management and address any unforeseen expenses or funding requirements.

Majority in favour. Motion: **CARRIED**

11. Other Business

11.1 Unit 6

Owner requests permission to install a doorbell camera to the rear of his unit covering the back door and courtyard of his Lot. The following conditions require adherence;

1. The proposed installation is to be in accordance with the building bylaws for your Scheme. Please ensure you review yourself with all relevant By Laws specific to your scheme and any / all aesthetic guidelines
2. The proposed installation is (if required) to be installed in accordance with any local Council requirements
3. The Strata Company is fully indemnified against any damage whatsoever to the common property under its control arising from the installation of the above.
4. Should any such damage be caused by the Lot Proprietor or his agents, employees, tradesperson, tenants or any such person, the damage will be immediately repaired and made good at the expense of the approved Lot.
5. All costs, fees and charges in respect of the installation of the above will be at the Proprietor of the Lot's sole expense. The Strata Company will be fully indemnified against any claim of any nature whatsoever by any person which may rise at any time concerning non-payment of monies with respect to the work performed.
6. Any future maintenance, repairs or replacement cost of the above approved item/s will be at the Proprietor of the Lot's sole expense, including any future Lot Proprietors.
7. Not permit any works to be carried out by any Contractor, unless that Contractor is adequately & appropriately insured for those works.
8. Owner must instruct all contractors to be respectful to the other residents and the complex. They must not "prop" open any security entry points and allow residents first rights to the use of any lifts (if applicable).
9. Please remind your trades to clean as they go. They cannot wait until the end of the day to clean any thoroughfare areas. If they create dust or dirt, they are to clean this immediately. Any rubbish is not to be left in complex bins; the contractors must remove and dispose of rubbish themselves.
10. It is your responsibility to ensure that you are complying with safety requirements for items such as windows (i.e. on opening distances; which may include requirements to install a mechanism that can lock the windows at certain opening distances)

All Owners in favour of the above application.

Majority in favour. Motion: **APPROVED**

12. Closure of meeting.

Thanks were given to all Owners for their attendance this evening. There being no further business the meeting closed at 4:43pm.

Southern Strata Services
PO Box 690 BELMONT WA 6984 ABN: 18280710784
Ph: 08 9478 6881 Email: zoe@southernstrataservices.com.au
Attachment 5

Balance Sheet - S/Plan 80021
3 BARNSBURY ROAD, WARWICK, WA 6024
For the Financial Period 01/07/2024 to 30/06/2025
FINAL

	Administrative	Reserve	TOTAL THIS YEAR
Assets			
Cash At Bank			
3 Barnsbury Road SP 80021	$779.41	$8,220.28	$8,999.69
Macquarie Bank BSB: 186-300 Acc No: 239842263			
Receivable	$589.69	$31.88	$621.57
Total Assets	**$1,369.10**	**$8,252.16**	**$9,621.26**
Liabilities			
Payable (GST Free)	$(153.39)	$0.00	$(153.39)
Total Liabilities	**$(153.39)**	**$0.00**	**$(153.39)**
Net Assets	**$1,522.49**	**$8,252.16**	**$9,774.65**
Owners Funds			
Opening Balance	$4,178.80	$752.00	$4,930.80
Transfer Admin	$(6,500.00)	$6,500.00	$0.00
Net Income For The Period	$3,843.69	$1,000.16	$4,843.85
Total Owners Funds	**$1,522.49**	**$8,252.16**	**$9,774.65**

Income and Expenditure Statement - S/Plan 80021

3 BARNSBURY ROAD, WARWICK, WA 6024

For the Financial Period 01/07/2024 to 30/06/2025

FINAL

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdue Contributions	$0.00	*$0.00*	*$11.62*
Levy Income	$18,500.00	*$18,500.00*	*$18,500.00*
Total Administrative Fund Income	**$18,500.00**	*$18,500.00*	*$18,511.62*
Expenses			
Archive Fees	$44.00	*$44.00*	*$44.00*
Building Maintenance	$600.00	*$1,000.00*	*$147.62*
Electricity	$(11.57)	*$1,000.00*	*$183.92*
Fire Services & Maintenance	$925.80	*$1,000.00*	*$891.90*
Insurance	$5,602.00	*$6,000.00*	*$5,320.00*
Lawn & Garden Maintenance	$2,170.62	*$2,000.00*	*$1,914.95*
Lawn Maintenance	$0.00	*$0.00*	*$(29.98)*
Management Fee	$3,940.98	*$4,000.00*	*$3,725.37*
Meeting Fee	$275.00	*$275.00*	*$275.00*
Pest Control	$495.00	*$1,000.00*	*$825.00*
Portal Integration Annual	$132.00	*$132.00*	*$132.00*
Termite Inspection	$0.00	*$700.00*	*$640.00*
Water Consumption	$482.48	*$1,000.00*	*$563.43*
Total Administrative Fund Expenses	**$14,656.31**	*$18,151.00*	*$14,633.21*
Administrative Fund Surplus/Deficit	**$3,843.69**	*$349.00*	*$3,878.41*
Opening Balance for the period	**$4,178.80**	*$0.00*	*$300.39*
Transfer Admin	$(6,500.00)	*$0.00*	*$0.00*
Closing Balance for the period	**$1,522.49**	*$349.00*	*$4,178.80*

Income and Expenditure Statement - S/Plan 80021

3 BARNSBURY ROAD, WARWICK, WA 6024

For the Financial Period 01/07/2024 to 30/06/2025

FINAL

Reserve Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Levy Income	$1,000.16	*$1,000.00*	*$1,000.16*
Total Reserve Fund Income	**$1,000.16**	*$1,000.00*	*$1,000.16*
Expenses			
Total Reserve Fund Expenses	**$0.00**	*$0.00*	*$0.00*
Reserve Fund Surplus/Deficit	**$1,000.16**	*$1,000.00*	*$1,000.16*
Opening Balance for the period	**$752.00**	*$0.00*	*$(248.16)*
Transfer Reserve	$6,500.00	*$0.00*	*$0.00*
Closing Balance for the period	**$8,252.16**	*$1,000.00*	*$752.00*

Lot Positions Report - S/Plan 80021
3 BARNSBURY ROAD, WARWICK, WA 6024
For the Financial Period 01/07/2024 to 30/06/2025
FINAL

Administrative Fund

Lot#	Unit#	Owner Name	Opening Balance		Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	1	Ms R Rocca	$0.00		$2,358.76	$0.00	$1,769.07	$589.69	$0.00
2	2	Ms K Pemberton	$0.00		$2,358.76	$0.00	$2,358.76	$0.00	$0.00
3	3	Ms R Day	$0.00		$2,266.24	$0.00	$2,266.24	$0.00	$0.00
4	4	Ms M Morey	$0.00		$2,266.24	$0.00	$2,266.24	$0.00	$0.00
5	5	Ms A McIlroy	$0.00		$2,358.76	$0.00	$2,358.76	$0.00	$0.00
6	6	Justin Homsi	$0.00		$2,358.76	$0.00	$2,358.76	$0.00	$0.00
7	7	Mr G Murphy	$29.98	CR	$2,266.24	$-70.62	$2,165.64	$0.00	$0.00
8	8	Mr M McCoulough-Fry	$0.00		$2,266.24	$0.00	$2,266.24	$0.00	$0.00
Administrative Fund Totals			**$-29.98**		**$18,500.00**	**$-70.62**	**$17,809.71**	**$589.69**	**$0.00**
							Administrative Fund Arrears	**$589.69**	
							Administrative Fund Advances	**$0.00**	

Lot Positions Report - S/Plan 80021
3 BARNSBURY ROAD, WARWICK, WA 6024
For the Financial Period 01/07/2024 to 30/06/2025
FINAL

Reserve Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	1	Ms R Rocca	$0.00	$127.52	$0.00	$95.64	$31.88	$0.00
2	2	Ms K Pemberton	$0.00	$127.52	$0.00	$127.52	$0.00	$0.00
3	3	Ms R Day	$0.00	$122.52	$0.00	$122.52	$0.00	$0.00
4	4	Ms M Morey	$0.00	$122.52	$0.00	$122.52	$0.00	$0.00
5	5	Ms A McIlroy	$0.00	$127.52	$0.00	$127.52	$0.00	$0.00
6	6	Justin Homsi	$0.00	$127.52	$0.00	$127.52	$0.00	$0.00
7	7	Mr G Murphy	$29.98	$122.52	$0.00	$152.50	$0.00	$0.00
8	8	Mr M McCoulough-Fry	$0.00	$122.52	$0.00	$122.52	$0.00	$0.00
Reserve Fund Totals			**$29.98**	**$1,000.16**	**$0.00**	**$998.26**	**$31.88**	**$0.00**
						Reserve Fund Arrears	**$31.88**	
						Reserve Fund Advances	**$0.00**	

STRATA COMMUNITY INSURANCE

stratacommunityinsure.com.au
T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A PO Box Z5111, St Georges Terrace, WA 6831

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	WRSC20002577
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED	The Owners of 3 Barnsbury Road Warwick Strata Plan 80021
SITUATION	3 Barnsbury Road, Warwick, WA, 6024
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 27/05/2025 Expiry Date: 4:00pm on 27/05/2026
INTERMEDIARY	PSC Property Lync Insurance Brokers
ADDRESS	PO Box 7476, Cloisters Square PO, WA, 6850
DATE OF ISSUE	27/05/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	$2,524,725
		Common Area Contents	$25,247
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	$378,709
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		$100,000
SECTION 6	Office Bearers' Liability		$500,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	$25,000
	PART B	Appeal Expenses	$100,000
	PART C	Legal Defence Expenses	$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further

notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

Insurance Valuation Report

For

3 Barnsbury Road

3 Barnsbury Road, Warwick WA 6024

Scheme Number: 80021



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 181706

8 December 2022

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

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

QIA Group Pty Ltd
ABN 27 116 106 453

setting the standard...

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **3 Barnsbury Road, Warwick WA 6024**.

1.2 Property Address

The property is situated at **3 Barnsbury Road, Warwick WA 6024**.

1.3 Description of Building

The property comprises total eight residential apartments in two blocks of double storey building complex with allocated car parking bays on the site. Access to upper floor is by internal stairs. Common property includes access driveways, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration is March 2019.

1.4 Client

The Proprietors 3 Barnsbury Road.

1.5 Replacement Value

Recommended Insured Value: **$2,290,000 (Inc GST)**

1.6 Inspector Details

Inspector Number **101**



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

2.2 Loss of Revenue

The Insurance Valuation represents building costs only and excludes loss of revenue.

2.3 Current Trends

Recent inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures. It is expected that this increase will continue in the short term on the back of construction activity following COVID-19.

2.4 Periodic Reviews

It is recommended that periodic reviews of the insurance valuation are undertaken to ensure inflationary and legislative factors and any improvements to common property or assets purchases are taken up in the Insurance Valuation, particularly in times of rapidly increasing prices.

2.5 Elements used in the Calculated Value of the Building Replacement

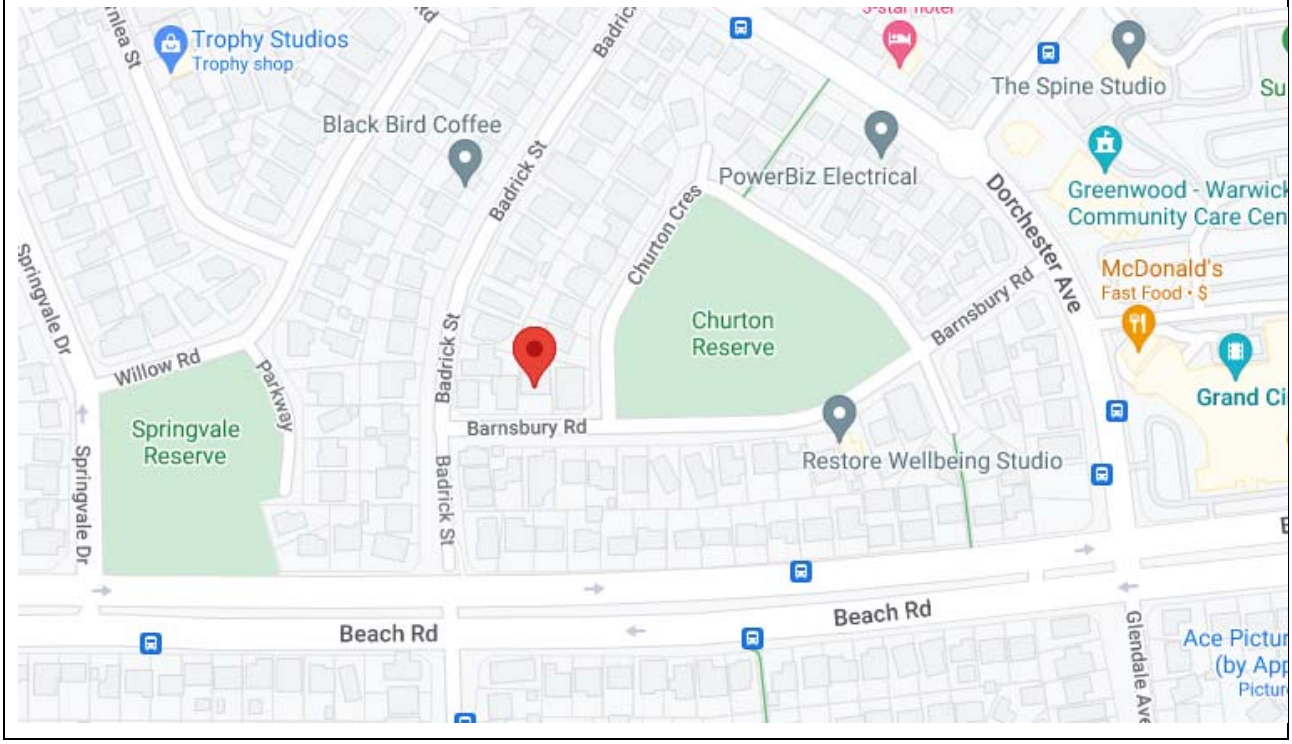
The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

2.6 Valuation

Replacement Building and Improvements Cost:		$1,720,000
Allowance for Cost Escalation:		
Design and Documentation:	9 Months	
Calling Tenders and Appraisals:	3 Months	
Construction Period and Fit-out:	12 Months	
Calculated at 6% over the period		$155,000
Progressive Subtotal:		$1,875,000
Professional Fees:		$205,000
Progressive Subtotal:		$2,080,000
Removal of Debris:		$85,000
Progressive Subtotal:		$2,165,000
Cost Escalation for Insurance Policy Lapse Period:		$125,000
Progressive Subtotal:		$2,290,000
Recommended Insured Value:		**$2,290,000 (Inc GST)**

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

3.2 ADDITIONS & IMPROVEMENTS

There appears to have been no improvement to the original construction.

3.3 MAINTENANCE

Generally, the building appears to have been reasonably well maintained.

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Load bearing block.
EXTERNAL WALL FINISHES: Rendered and painted block.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Steel/Timber framed hip roof.
ROOFING: Cliplock.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Bitumen.

3.5 AREAS NOT INSPECTED - TYPICAL

- Part or parts of the building interior that were not readily accessible.
- Part or parts of the building exterior that were not readily accessible
- Part or parts of the roof exterior that were not readily accessible or inaccessible or obstructed at the time of inspection because of exceeding height.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection as a result of alignment of the common property land, buildings or vegetation.

3.6 SCOPE

- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible Areas of the subject property. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.
- The report is designed to be published only by the Strata Manager to unit owners and the respective insurance company.
- The report does not carry the right of other publication, with the exception of the above, without written consent of QIA Group Pty Ltd.
- This report is not an engineering survey of improvements or status of the building and its contents.
- This report is only for insurance replacement purposes, and not an evaluation of the market value of the property.
- Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS









Southern Strata Services
Proposed Budget for Strata Company 80021

3 Barnsbury Road WARWICK

Prepared by Southern Strata Services (ABN 18280710784)
PO Box 690 BELMONT WA 6984 Ph 08 9478 6881 Fax 08 9479 6881

Administrative Fund	Proposed Budget (01/07/2025-30/06/2026)	Current Actual (01/07/2024-30/06/2025)	Current Budget (01/07/2024-30/06/2025)
Income			
Default			
Levy Income	$18,500.00	*$18,500.00*	*$18,500.00*
Total Default	**$18,500.00**	*$18,500.00*	*$18,500.00*
Total Admin Fund Income	**$18,500.00**	*$18,500.00*	*$18,500.00*
Expense			
Repairs & Maintenance			
Building Maintenance	$1,000.00	*$600.00*	*$1,000.00*
Fire Services & Maintenance	$1,000.00	*$925.80*	*$1,000.00*
Lawn & Garden Maintenance	$2,500.00	*$2,170.62*	*$2,000.00*
Pest Control	$1,000.00	*$495.00*	*$1,000.00*
Termite Inspection	$700.00	*$0.00*	*$700.00*
Total Repairs & Maintenance	**$6,200.00**	*$4,191.42*	*$5,700.00*
Management Costs			
Archive Fees	$44.00	*$44.00*	*$44.00*
Management Fee	$4,300.00	*$3,940.98*	*$4,000.00*
Meeting Fee	$275.00	*$275.00*	*$275.00*
Portal Integration Annual	$132.00	*$132.00*	*$132.00*
Total Management Costs	**$4,751.00**	*$4,391.98*	*$4,451.00*
Utilities			
Electricity	$1,000.00	*$(11.57)*	*$1,000.00*
Water Consumption	$1,000.00	*$482.48*	*$1,000.00*
Total Utilities	**$2,000.00**	*$470.91*	*$2,000.00*
Insurance			
Insurance	$6,500.00	*$5,602.00*	*$6,000.00*
Total Insurance	**$6,500.00**	*$5,602.00*	*$6,000.00*
Total Admin Fund Expense	**$19,451.00**	*$14,656.31*	*$18,151.00*
TOTAL ADMIN LEVY INCOME	**$18,500.00**	*$18,500.00*	*$18,500.00*
TOTAL ADMIN BUDGET	**$18,500.00**		*$18,500.00*

Opening Balance as at 01/07/2025	$1,522.49
ADD: Total Proposed Income	$18,500.00
LESS: Total Proposed Expenses	$19,451.00
Estimated Closing Balance as at 30/06/2026	**$571.49**
Proposed New Admin Levies from 01/09/2025	$4.00

Reserve Fund

	Proposed Budget (01/07/2025-30/06/2026)	Current Actual (01/07/2024-30/06/2025)	Current Budget (01/07/2024-30/06/2025)
Income			
Default			
Levy Income	$1,000.00	*$1,000.16*	*$1,000.00*
Total Default	**$1,000.00**	*$1,000.16*	*$1,000.00*
Total Reserve Fund Income	**$1,000.00**	*$1,000.16*	*$1,000.00*
Expense			
Total Reserve Fund Expense	**$0.00**	*$0.00*	*$0.00*
TOTAL RESERVE LEVY INCOME	**$1,000.00**	*$1,000.16*	*$1,000.00*
TOTAL RESERVE BUDGET	**$1,000.00**		*$1,000.00*

Opening Balance as at 01/07/2025	$8,252.16
ADD: Total Proposed Income	$1,000.00
LESS: Total Proposed Expenses	$0.00
Estimated Closing Balance as at 30/06/2026	**$9,252.16**
Proposed New Reserve Levies from 01/09/2025	$0.00

SOUTHERN STRATA SERVICES

PO Box 690, Belmont WA 6984 **Ph** | (08) 9478 6881 **F** | (08) 9479 6881

ABN 18 280 710 784

STRATA MANAGEMENT AGREEMENT AND DISCLOSURE

EXECUTED as an Agreement

Between

Salzomaxx Pty Ltd Trading as SOUTHERN STRATA SERVICES
177 Great Eastern Hwy, Belmont
PO Box 690, Belmont WA 6984
Phone 08 9478 6881
ABN 18 280 710 784
Email admin@southernstrataservices.com.au
Fax 08 9479 6881

AND

The Owners of ; 3 Barnsbury Road, WARWICK;
Strata Scheme No. 80021
ABN:
Base Management Fee $4,300.00 excluding GST per annum
Commencement Date **: 1st of July 2025 *** | Term refer to Item 9 Page 2
* Refer to Page 2 for Term and additional Fees

Strata Company

Executed on behalf of The Owners of **; 3 Barnsbury Road, WARWICK;**
Strata Scheme No. 80021 signed on the **Tuesday 22 July 2025**

By

_____
Councillor's signature

_____
Councillor's signature

_____
Name of Councillor

_____
Name of Councillor

Strata Company Manager

Executed on behalf of Salzomaxx Pty Ltd Trading As Southern Strata Services	In the presence of
Signature	_____ Witness signature
_____ Name	_____ Witness Name

STRATA MANAGEMENT REFERENCE TABLE

Reference Table		
Item 1	Strata Company	The Owners of ; 3 Barnsbury Road, WARWICK; Strata Scheme No. 80021 ABN: _____
Item 2	Strata Company Manager	**Salzomaxx Pty Ltd Trading as Southern Strata Services** ABN 18 280 710 784 Office Address 177 Great Eastern Hwy, Belmont Mailing Address PO Box 690, Belmont WA 6984 Phone 08 9478 6881 Fax 08 9479 6881 Email admin@southernstrataservices.com.au Address for Service As Above
Item 3	Term	One (1) Year initially from commencement date (Item 4)* **And ongoing yearly until either party terminates the agreement giving 3 months written notice*
Item 4	Commencement Date	**1st of July 2025**
Item 5	Expiry Date	**12 months following Item 4**
Item 6	First Review Date	NA
Item 7	Percentage Increase	Nil%
Item 8	Interest on late payments	Nil
Item 9	Agreed Services Fee Agreed Disbursement Fee (all Schedule A duties) Extra Service Fee	**$4,300.00** excluding **GST per annum** **$30.00** excluding **GST per annum [per lot]** **Or combined as one monthly fee** (please indicate yes or no to combine the 2 above charges into one monthly fee) see clauses 4.5, 5.3 and 5.4 Schedule B and C, and Addendum A
Item 10	Agreed Services Fee (Management Fee) Agreed Disbursement Fee Extra Service Fees	Paid Monthly in advance on the first day of each month starting on the commencement date. Paid Monthly in arrears on the fifteenth day of each month the commencing the month of commencement date. Paid Weekly in arrears
Item 11	ADI Account	Macquarie Bank Limited Separate ADI Trust Account – audited at request of Strata Company
Item 12	Strata Manager's Professional Indemnity	Allianz Policy Number: 161R002106PLP Salzomaxx Pty Ltd Trading as Southern Strata Services
Item 13	Software	Property IQ Pty Ltd – PropertyIQ Stratasaurus Pty Ltd - Strata Vote
Item 14	Prescribed Educational Qualifications	See Schedule E

			EX GST	
Item 15 **(STRATA)**	**Hourly Rates for Additional Services Fee for first hour and then charged per quarter-hour thereafter**	Hourly rate for Principal Director	$165.00	per hour
		Hourly rate for Strata Manager Snr (3yrs exp)	$130.00	per hour
		Hourly Rate for Strata Manager	$110.00	per hour
		Hourly rate for Support Staff	$90.00	per hour
Item 16 **(STRATA)**	**Additional Service Fees Schedule B**	**ITEM**	**CHARGE EX GST**	
		ABN registration (if required)	$80.00	Per Lodgement
		Providing title or other searches for Strata		Cost by Landgate Per document
		Maintaining Creditors Compliance	$40.00	The max. amount charged p/ annum
		Maintaining Security Devices (keys & remotes)	$Nil	per annum
		Initial data entry and archive research for New Strata Company including collection of records	$300.00	One off fee
		Establish/operation of interest Bearing/Term Deposit Accounts (other than trust account)	$Nil	per account
		Instalment Activity or Business Activity Statement if Strata Company GST registered	Accountant plus $120.00	per BAS/IAS
		Meetings Mon – Fri 9am to 4pm Mon – Fri from 4pm Saturday 8am to 12noon Saturday From noon / Sunday / Pub Holiday **NB Travel time is charged when Mgr attends site or requested to attend meeting venue*	$250.00 $290.00 $400.00 $575.00	Per hour or part therefore
		Attending Complex In Office Hours **If requested by Council of Owners*	Hourly Rate	Per ½ hr or part therefore
		Attending to Breach of Bylaws	$40.00	Per breach
		10YMP Quotes for future maintenance and collation of quotes	$25.00	Per quote
		Portal Annual Subscription	$120.00	Per annum
Item 17 **(OWNER)**	**Additional Service Fees Schedule B**	Debt Recovery Correspondence Free SMS reminder to Owner (Not Agent) First Notice 31 – 44 days overdue Second Notice 45 – 60 days overdue Third Notice 61 – 90 days overdue Liaison with Professional Debt Collector	Free $15.00 $30.00 $45.00 $80.00	First, Second & Third is per notice Debt Collector Liaison is hourly

			EX GST	
Item 17 **(OWNER)**	**Additional Service Fees Schedule B**	Providing keys / security access / remotes / fobs / swipes – i.e. entry to CP area	$15.00 $10.00	Admin Handling Postage (if req'd)
		Making material available for section 109 inspection (person of proper interest) Other	$1.00 $100.00	per application as per regulations per application as per regulations
		Providing access device to owner for Section 109 material	$10.00	per device
		Providing copy of material for section 104 information or 109 inspections	$50.00	per application as per regulations 1st 5 pages per page thereafter as per regulations per application as per regulations
		Supply of a photocopy of the material Supply of an electronic copy of the material by email or other electronic transmission.	$50.00 $1.00 $50.00	per application as per regulations 1st 5 pages per page thereafter as per regulations
		Preparing and issuing section 110 (1) & (2) Certificates (ea) paid to the Strata Management Company	$140.00	per application as per regulations per regulations
		Archive Storage & administration Archive Retrieval	$40.00 $27.50	per box per box
		Preparation and sending of accounts for Sub Meters	$4.00	per account
		Financial Report – Strata Company / Owner	$30.00	per report
		Processing Alteration Requests from Lot Owners, plus additional fee incurred when a General Meeting needs to be called; 1 hour General Meeting fee, or 1 hour Strata Managers time.	$35.00	Per application
		Completing Section 156 Disclosure along with supply of regulated documentation	$50.00	Per request

Express Authority of The Owners of SchemeName}; 3 Barnsbury Road, WARWICK; Strata Scheme No. 80021
To Appoint Southern Strata Services to Act On Our Behalf as Detailed Below

We hereby appoint Southern Strata Services ("the Strata Company Manager") to act as our Strata Community Management Company and give them full authority to act on our behalf in respect of all utility accounts including but not limited to Synergy, Alinta Energy, Kleenheat Gas, Water Corporation, Telstra or any other future utility providers held in our name.

This appointment rescinds any other such appointment made for the Strata Scheme which may have been made previously for our Strata Company, Strata Plan/Scheme number shown above.

This appointment rescinds any other such appointment made for the Strata Scheme which may have been made previously for our Strata Company, Strata Plan/Scheme number shown above.

We hereby appoint Southern Strata Services to act as our Strata Community Management Company and give them full authority to act on our behalf in respect of all taxation matters including but not limited to GST, PAYG and/or Income or employ and pay (within reason) such agents as it sees fit to undertake this responsibility and further, appoint them to be our authorised contact and public officer at the Australian Tax Office.

This appointment rescinds any other such appointment made for the Strata Scheme which may have been appointed previously for our Strata Company, Strata Plan/Scheme number shown above.

We hereby appoint Southern Strata Services to act as our Insurance Agent and give them full authority to act on our behalf in respect of all Strata Insurance policies currently held including but not limited to PSC Property Lync, BCB Brokers, Honan Insurance Brokers, GSK Insurance Brokers, Longitude, Hollards, CHU Insurance, SCI Insurance, Wesfarmers, Berkley, Lloyds, SUU, QUS, GIO, CGU, QBE, Allianz, or any other future insurer or broker issued in the name of the Strata Company. We expressly authorise them to act in all matters relating to claims of the Strata Scheme on the basis that they are appointed as our agents. We confirm that we have been provided with the Financial Services Guide.

This appointment rescinds any other such appointment made for this insurance policy / policies which may have been made previously for our Strata Company, Strata Plan/Scheme number shown above.

The insurance services provided by our partner PSC Property Lync Insurance Brokers include;
Risk mitigation suggestions, may facilitate a site inspection for quotation purposes, facilitate independent property valuations when requested, analysing the strata's insurance needs, providing quotes from alternative strata insurers, policy comparisons, providing quotes premium funding if required and managing your claims negotiation with insurers.

These services are set out in the PSC Terms of Engagement document, which will accompany the insurance quotes provided. Should you have any questions regarding these services, please contact us.

We hereby appoint Southern Strata Services to act as our Strata Community Management Company and give them full authority to act on our behalf in respect of all creditors used by our Strata Company, Strata Plan/Scheme number shown above.

STRATA MANAGEMENT AGREEMENT

BACKGROUND:

A. This Agreement sets out the services the Strata Company Manager has agreed to carry out and the terms and conditions upon which the Strata Company engages the Strata Company Manager.

B. The Strata Company has resolved to appoint the Strata Company Manager as its agent to perform certain duties and to delegate certain functions of the Strata Company to the Strata Company Manager in accordance with its by-laws and as set out in this Agreement.

AGREEMENT:

1.0 Definitions and Interpretations

1.1 In this Agreement, unless the context otherwise requires:

"4 Year Transitional Period" means the 4-year transitional period defined in the Regulations, Regulations 172
"Act" means the *Strata Titles Amendment Act 2018 (WA);*
"Additional Services" means the services set out in Schedule C and any other services (excluding the Agreed Services) agreed between the Strata Manager and Strata Company from time to time
"Additional Services Fee" means the fee for the supply of the Additional Services as defined in Schedule B or agreed between the Strata Company Manager and Strata Company and calculated by multiplying the time spent by a person in providing the Additional Service by the applicable hourly rate in item 16 or as otherwise set out in item 17.
"ADI" means an authorised deposit taking institution as defined by the Bank Act 1959 (Cth) Section 5 (1).
"ADI Account" means the account in item 11
"ADI additional accounts" means ADI's opened following a request under clause 7.1 (5).
"Agreed Services" means the services set out in Schedule A;
"Agreed Service Fee" means the fee for the supply of the Agreed Services set out in Item 10.
"Agreement" means this agreement, including the items and schedules A, B, C, D, and E
"Business Day" means a day that is not a Saturday, Sunday, or public Holiday in Western Australia.
"By-Laws" means the by-laws of the Strata Company as amended from time to time.
"Charges" means any expenses, charge or fees incurred by the Strata Company Managers which are reasonable and necessary for the Strata Company Manager to supply the Agreed Services and the Additional Services and include, but are not limited to, the charges set out in Item 17 that are specified for the Strata Company to pay;
"Commission" means any remuneration or other benefit that the Strata Manager receives or has a reasonable expectation of receiving (other than for the Strata Company) in connection with the performance of the Strata Manager's obligations under this Agreement, of which the Strata Manager has informed the Strata Company in accordance with clause 4.3.
"Common Property" means the common property in the scheme, as defined by the Act Section 10.
"Council of Owners" means the governing body of the Strata Company, as constituted from time to time (can be referenced as Council Member/s)
"Criminal Record Statement" means a statutory declaration under regulations 93 of the Regulations.
"Defect" means any defect in, damage to or adverse or poor condition of Common Property.
"Designated person" means a designated person in relation to the Strata Manager, as defined in the Regulations, regulation 90, who is not a principal of the business of the Strata Manager.
"EGM" means an Extraordinary General Meeting of the Strata Company.
"Fee Payment Method" means the method set out in Item 11 for paying the Agreed Service Fee, the Additional Service Fee, and the Charges.
"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth).*
"Loss" means loss, damage, actions, claims, demands, costs, damages, expenses and liabilities including legal costs on a solicitor/own client basis.
"OSH Act" means the *Occupational Safety and Health Act 1984 (WA).*
"Owner" means the owner of a lot in the Scheme
"Parties" means the Strata Company and the Strata Company Manager.
"Party" means either the Strata Company or the Strata Company Manager depending on the

context.

"Personal information" means information or an opinion relating to the Strata Company or an Owner and information about an identified individual, or a reasonably identifiable individual;

a) whether the information or opinion is true or not; or

b) whether the information or opinion is recorded in a material form or not.

"Personal property" means personal property owned by the Strata Company or held by the Strata Company under a lease, hire agreement, license or like arrangement.

"Property or Dishonesty Offence" means an office, crime or misdemeanour as defined in regulation 90 of the Regulations.

"Proposed New Strata Manager" means the strata manager to whom the Strata Managers proposes to transfer its rights and obligations under this Agreement.

"Regulations" means the *Strata Titles General Regulations 2019 (WA).*

"SCA WA" means Strata Community Association WA (or its successor).

"Services" means together the Agreed Services and the Additional Services.

"Schedule" means a schedule to this agreement.

"Scheme" means the Strata Titles Scheme, the registration of which under section 12 of the Act. effected the establishment of the Strata Company under section 14 of the Act.

"Strata Company" means the strata company described in Item 1 constituted under the Act, section 14.

"Strata Manager" means the Strata Company Manager described in Item 2 of this Agreement, including employees and contractors.

"Successive Term" means a period of the same length of the Term, starting on the day of the Expiry Date or the preceding Successive Term, as the case may be.

"Term" means the period set out in Item 3.

"Tribunal" means the State Administration Tribunal.

1.2 In this Agreement, unless the context requires otherwise;

(1) a reference to a clause or schedule is a reference to a clause or schedule of this agreement.

(2) a reference to an item is a reference to an item in the Reference Table.

(3) a reference to an obligation under this Agreement, the Act, the Regulations or any other act or regulation or all of them includes all obligations, duties, and functions under this Agreement, the Act, the Regulations, that act or that regulation or all of them, as the context requires.

(4) headings are for convenience only and do not affect the interpretation of this agreement

(5) if the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business day.

(6) references to the Act, the Regulations, and any other act or regulation are references to that Act, the Regulations, act, or regulations as modified from time to time and any statutory replacement from time to time in force.

(7) the singular includes the plural and vice versa and

(8) words or phrases defined in the Act, the Regulations or any other Act orregulation have the same meaning in this Agreement.

2.0 Appointment of the Strata Company Manager

2.1 Subject to this agreement and Part 9 of the Act, and in accordance with the 143 of the Act, the Strata Company appoints and authorises the Strata Manager to perform the Scheme functions necessary to carry out the Services on behalf of the Strata Company and for that purpose, the Strata Company appoints the Strata Manager as the Strata Manager for the Strata Company.

2.2 The Strata Manager accepts the appointment and authorisation as Strata Manager and agrees to supply the services in accordance with and subject to this Agreement during the Term and any extension of the Term pursuant to clause 17.3. (2), unless and until this Agreement is terminated.

2.3 Nothing in this Agreement authorises the Strata Manager to perform any of the following functions.

(1) authorising a person to perform a scheme function other than as an agent, employee or contractor of the Strata Manager, unless they perform specialist work or repair or maintenance work as defined by the Regulations, regulation 90 as an agent of the Strata Company.

(2) determining contributions

(3) entering into a contract with another Strata Manager, varying extending or terminating such a contract or making a decision relating to such a contract or the meaning of such a contract

(4) terminating a contract for services or amenities under the Act, section 115.

(5) commencing proceedings on behalf of the Strata Company in the Tribunal or in a court or other tribunal.

(6) authorising the Strata Company's seal to be applied to a document, nor

(7) authorising a person to sign documents on behalf of the Strata Company, the Council, or an officer of the Strata Company.

2.4 Nothing in this Agreement derogates from the Strata Company's obligations under sections 91 and 112 of the Act.

2.5 Nothing in this Agreement is to be construed as giving the Strata Manager authority to, in the name of or on behalf of the Strata Company, make, vary, extend, discharge or terminate this Agreement or any other Strata Management agreement between the Strata Company and the Strata Manager.

3.0 Warranties

3.1 The Strata Company warrants that it has resolved to and has authority to enter into this Agreement

3.2 The Strata Manager warrants that it;

(1) has disclosed to the Strata Company in Schedule C;

(2) has provided to the Strata Company a Criminal Record Statement; and

(3) is a member of SCA WA and will immediately inform the Strata Company if it ceases to be a member of SCA WA.

4.0 Strata Manager Commissions

4.1 The Strata Company acknowledges that the Strata Manager may be offered remuneration or other benefits in connection with the performance of the Strata Managers obligations under this Agreement.

4.2 The Strata Manager must not receive any remuneration or other benefits in connection with the performance of the Strata Managers obligations under this Agreement, directly or indirectly, unless the Strata Manager has first informed the Strata Company of that remuneration or other benefit in accordance with clause 4.

4.3 The Strata Manager must:

(1) inform the Strata Company in writing of the value of any remuneration or other benefit that the Strata Manager receives, or has a reasonable expectation of receiving (other than from the Strata Company) in connection with the performance of the Strata Managers obligations under this Agreement; and

(2) do so as soon as is practical after the Strata Manager becomes aware of the relevant facts provided that this clause 4.3 does not apply to any remuneration or any other benefit that is less than a value in the regulation 100 of the Regulations. It is the intent that this will be notified on an annual basis and updated before the Strata Manager received any new remuneration or benefit associated with this Agreement.

4.4 The Strata Manager must pay to the Strata Company any remuneration or other benefits that are less than the value in regulation 100 of the Regulations, (other than from the Strata Company) in connection with the performance of the Strata Managers obligations under this Agreement, of which it failed to inform the Strata Company in accordance with clause 4.3, within 10 business days after receipt (provided that this clause 4.4 does not apply to any remuneration or any other benefit that is less than the value in the Regulations, regulation 100).

4.5 The Strata Manager may retain all Disclosed Remuneration describe in Schedule C.

4.6 The Strata Manager;

- may retain all other disclosed remuneration
- must pay to the Strata Company all other disclosed remuneration within 10 business days after receipt except for any other disclosed remuneration that the parties have agreed in writing the Strata Manager may retain.
- highlights section 5.4(3) pertaining to Insurance Commission

5.0 Payments by Strata Company to Strata Manager

5.1 Subject to compliance with clause 5.2, the Strata Company must pay the Agreed Management Fees, Disbursement Fees, any additional services fee and the charges to the Strata Manager at the times in item 10.

5.2 The Strata Manager will upon request by the Strata Company provide evidence that charges specified in that request have been property incurred and paid by the Strata Manager.

5.3 The Strata Company acknowledges and agrees that the Agreed Management Fees, Disbursement Fees, any additional services fee and the charges are all separate to, and in addition to, the disclosed remuneration described in 5.4(4), which the Strata Manager is entitled to retain under clause 4.5.

5.4 The Strata Company agrees that if;

(1) the Strata Manager is entitled under clause 4.5 to retain disclosed remuneration in the nature of a commission or like payment from any insurance company that provides insurance cover to the Strata Company (insurance commission) the strata manager will disclose as per 5.4(4) and not 4.4.

(2) in any year during the term an insurance company provides new insurance cover to the Strata Company (including by way of renewal of an existing insurance policy) and

(3) the Strata Manager does not receive the disclosed remuneration in respect of that renewed insurance cover then the Strata Company must pay to the Strata Manager within 14 days after the new insurance cover is provided, an amount equal to the disclosed remuneration that the Strata Manager should or would have received in respect of the insurance cover.

(4) The most recent commission received (if received) will be disclosed at the meeting.

Commission;
The Value of Strata Manager Commissions: A Win-Win Approach
For over two decades, strata managers in Western Australia, including SSS, have been earning commissions on insurance renewals. This practice offers several advantages for both the strata company and its residents:
Benefits to Residents and Strata Companies
24/7 Emergency Support: Commission helps cover the cost of after-hours emergency calls, ensuring prompt assistance when you need it most.
Expert Claims Handling: Your strata manager efficiently processes and manages insurance claims, saving you time and stress.
Comprehensive Record Keeping: Accurate and up-to-date records are maintained for all insurance-related matters.
Competitive Insurance Sourcing: Strata managers leverage their expertise to source multiple quotes, ensuring you get the best coverage at competitive rates.
Professional Liaison: Building Replacement Reports are coordinated seamlessly, providing accurate valuations for insurance purposes.
Transparency and Disclosure; SSS and other reputable strata managers have been disclosing this commission arrangement in Annual General Meeting (AGM) minutes for over a decade, ensuring full transparency with property owners.
Industry Standard Practice
This commission model is a widely accepted industry practice, allowing strata managers to provide enhanced services without directly increasing management fees. By embracing this approach, strata companies benefit from comprehensive insurance-related services while maintaining cost-effective management fees. It's a system designed to provide value and peace of mind to all parties involved.
However Alternative Options for Insurance Management
While our commission-based model offers comprehensive services, we understand that some strata companies may prefer alternative arrangements. SSS is committed to providing flexible options to meet your needs:
Option 1: Self-Managed Insurance
If you prefer that SSS does not accept commission from the insurer, owners have the option to:
Source their own insurance quotes
Handle all insurance-related claims and queries directly
SSS will simply process the payment of the chosen insurance invoice
Option 2: Fee-for-Service Model
Should owners require SSS's expertise in managing insurance matters without the commission structure, we offer two fee structures:
Fixed Fee: A predetermined annual fee for comprehensive insurance management services
Hourly Rate: Charges based on the time spent on insurance-related tasks
These options ensure that strata companies have the flexibility to choose the insurance management approach that best suits their preferences and needs. We're happy to discuss these alternatives in detail to find the most appropriate solution for your strata community.

6.0 Authorities Granted to Strata Manager

6.1 The Strata Company authorises the Strata Manager to:
(1) open (if not already before the commencement date), operate and close the ADI account;
(2) upon request under clause 7.1 (4), open, operate and close the ADI additional accounts

6.2 Subject to any contrary instruction from the Strata Company, the Strata Company authorises the Strata Manager to withdraw Strata Company funds from the ADI Accounts for payment of, for and on behalf of the Strata Company:
(1) the Agreed Management Fee;
(2) the Additional Service fees as per Schedule B, payable by the Strata Company
(3) monies authorised under the Act or Regulations to be expended by the Strata Company.

6.3 The Strata Manager may use the Strata Manager's address as the Strata Company's address for services with third parties, but the Strata Manager must not change the Strata Companies address for service of notices under the Act or for the purpose of proceedings in the Tribunal or a court or another tribunal except in accordance with a Strata Companies resolution.

6.4 The Strata Company authorises the Strata Manager to on behalf of the Strata Company, authorise employ or engage a third party agent, employee, contractor to supervise or carry out specialist work or repair or maintenance work as defined in regulation 90 of the Regulations and as for regulation 91 of the Regulations, and if requested by the Strata Company in writing, the Strata Manager will engage a contractor specified by the Strata Company to carry out specialist work.

6.5 Unless authorised under clause 6.4, if the Strata Manager wants to authorise or engage a third party agent or contractor to perform a scheme function, the Strata Manager will, at its option, either;
(1) arrange for the Strata Company to itself authorise or engage the third party agent or contractor; or
(2) authorise or engage the third party agent or contractor and obtain reimbursement, from the Strata Company of amounts invoiced to it by the third party agent or contractor.

6.6 The Strata Manager is not authorised to itself authorise a person to perform a scheme function other than as an agent, employee or contractor of the Strata Manager.

7.0 Strata Managers Obligations

7.1 The Strata Managers must, subject to clause 7.3;
(1) supply the agreed services provide in Schedule A
(2) supply additional services to the Strata Council and Owners provided for in Schedule B
(3) supply extra services as may be agreed by the parties from time to time provided by in Schedule C.
(4) supply additional services if that supply is needed to comply with the Act, the Regulations, the By-Laws or this Agreement.

(5) at the Strata Company's request, open, in addition to the ADI account, an account with an ADI on behalf of the Strata Company, into which Strata Company reserve funds can be deposited.

(6) at the Council's request, report to the Council on the Strata Manager's performance of its obligations under this Agreement, for which report the Strata Manager will charge at the applicable rate in item 16 where applicable, comply with its obligations under the Regulations, regulation 99; and

(7) in supplying the services, use software that is appropriate for the use in the conduct of a Strata Management business and the Strata Company acknowledges that the software in item 14 satisfies this requirement.

7.2 The Strata Manager is not required to supply any services other than the Agreed services and, as may be agreed in writing by the parties from time to time under clause 7.1 (2) (3) and (4)

7.3 The Strata Manager **will not**;

i. inspect the common property
ii. attend itself to any repairs, maintenance, renewal, replacement or alterations of the common property.
iii. make itself aware of any defects
iv. remedy any failure by the Strata Company or any third party to comply with any planning law
v. remedy any failure by the Strata Company or any third party to comply with the National Construction Code or any like requirements
vi. remedy any failure by the Strata Company to comply with its duty under the Act, section 91 (1) (c); nor
vii. be responsible for the existence of any danger or hazard within the Scheme (unless the Strata Manager created that danger or hazard) except if it is an additional service agreed by the parties in writing from time to time that the Strata Manager will supply.

8.0 Criminal Record Checks

8.1 The Strata Manager;

(1) warrants that the Strata Manager will obtain national criminal record checks when required by the Regulations, regulation 92; and

(2) must notify the Strata Company as soon as practical if the Strata Manager becomes aware that the Strata Manager or a person in relation to whom the Strata Manager is required to obtain a national criminal record check has been convicted of a property or dishonesty offence and disclose particulars of the conviction, in accordance with the Regulations regulation 93 (5)

(3) has provided the statutory declaration annexed to the Agreement.

9.0 Prescribed Educational Qualifications

9.1 The Strata Manager is required by the Regulations to ensure that, by the end of the 4-year transitional period, each person who is a principal of the business of the Strata Manager, or a designated persons, holds the relevant prescribed educational qualifications for that person.

9.2 The Strata Manager has indicated in item 15 and Schedule E whether or not, at the date of this Agreement, each person who in a principal of the business of the Strata Manager, or a designation person, holds the relevant prescribed educational qualifications for that person.

10.0 Professional Indemnity Insurance

10.1 The Strata Manager

(1) warrants that as at the Start Date, the Strata Manager hold the professional indemnity insurance details in item 12.

(2) warrants that the Strata Manager will continue to hold for the duration of this agreement professional indemnity insurance of not less than $1,000,000.00 for any one claim; and

(3) must on the request of the Strata Company, provide evidence to the Strata Company of;

(a) the amount of cover;

(b) the type of claims that are covered by the professional indemnity insurance; and

(c) any exclusions from cover.

11.0 Strata Company Obligations

11.1 The Strata Company acknowledges that it must comply with its obligations under the Act, including its obligations in respect of the Common Property under Section 91(1) of the Act.

11.2 The Strata Company must:

(1) have a duly elected or constituted Council that functions in accordance with section 135 of the Act;

(2) have a Strata Company representative available to liaise with the Strata Manager on behalf of the Strata Company in accordance with clause 12.0;

(3) it takes proper steps to become aware, in a timely manner, of any defect; and make the Strata Manager aware in writing, in a timely manner, of any defect.

(4) ensure that the Council provides the Strata Manager with reasonable notice and minutes of all Council meetings.
(5) that it provides the Strata Manager with timely, lawful instructions, when called upon to do so by the Strata Manager or as is otherwise necessary to ensure that the Strata Manager can comply with its obligations under this Agreement.
(6) on demand immediately make good any funds drawn beyond the facility limits without authority in the ADI Account or any other ADI Accounts opened in the name of the Strata Company.
(7) comply with the obligations of a principal as defined in the OSH Act section 23D and with any other obligations relating to workplace health and safety.

12.0 Strata Company Representative

12.1 The Strata Company acknowledges and warrants that:
(1) The Strata Company will validly nominate a Strata Company Representative to communicate with the Strata Company Manager on behalf of the Strata Company;
(2) the Strata Company Representative is a member the Council, or in the case of a corporate member of the Council, the person nominated by that member of the Council to act for it, and
(3) if the Strata Company appoints another member of Council to be the New Strata Company Representative, that appointment will not take effect until the Council has given notice of that new appointment to the Strata Manager.

12.2 The Strata Manager must act upon lawful instruction from the following and in the following order of precedence.
(1) the Strata Company (by resolutions of a general meeting) of the Strata Company.
(2) the Council (by resolutions of a Council meeting); and
(3) the Strata Company representative.

13.0 Novation

13.1 The Strata Manager may only novate this Agreement or otherwise deal with the benefit of it or a right or obligation under it, with the consent of the Strata Company which consent must not be unreasonably withheld.

13.2 It will be reasonable for the Strata Company to withhold its consent under this clause if the;
(1) Strata Company is not satisfied the Proposed New Strata Manager would be able to perform the Strata Manager's obligations under this Agreement.
(2) Proposed New Strata Manager is not a member of SCA WA.
(3) Proposed New Strata Manager does not have professional indemnity insurance that complied with clause 10.0.
(4) Strata Company engaged the Proposed New Strata Manager within the previous five years.
(5) Proposed Strata Company Manager would have a conflict of interest in acting for the Strata Company.

13.3 The Strata Company must deal with any request for its consent under this clause within 20 Business Days after receiving a Novation Deed, by;
(1) if it consents, executing the Novation Deed and delivering copies to the Strata Manager and the Proposed New Strata Manager; and
(2) if it does not consent, giving notice of that, including the reason it withheld consent of the Strata Manager.

13.4 If the Strata Company does not execute the Novation Deed or give notice under clause 14.3 (2) within 20 Business Days after receiving the Novation Deed, then it is deemed to have given its consent and the Novation Deed takes effect without the Strata Company formally executing it.

14.0 GST

14.1 The parties acknowledge that:
(1) the Agreed Management Fee, Disbursement Fee and Extra Charges exclude GST and are based on a GST rate of 10%; and
(2) if the rate of GST changes, the Agreed Management Fee, the Disbursement Fee and the Extra Charges will each simultaneously change so that the Strata Manager receives the same GST-exclusive payment as it received before the change in the GST rate.

15.0 Insurance

15.1 The Strata Company;
(1) must consider all insurance product disclosure statements of the insurer before deciding on any insurance;
(2) must decide on the insurer, the amount of cover and the policy in sufficient time to enable insurance

renewal;

(3) acknowledges that the Strata Manager may recommend that the Strata Company obtain a valuation of the replacement value of insurable assets in the Scheme; and

(4) acknowledges that the Strata Manager does not provide insurance advice or brokerage services, is not an Australian Financial Services Licensee and that, while the Strata Manager may assist the Strata Company to source insurance, the Strata Company alone is responsible for determining the adequacy and appropriateness of it insurance.

16.0 Releases and Indemnities

16.1 Subject to the Civil Liability Act 2002 (WA), the Strata Company releases and indemnifies the Strata Manager and holds the Strata Manager harmless from and against all Loss in relation to or arising directly or indirectly out of the performance or non-performance by the Strata Manager of any Services or the exercise of its functions and duties pursuant to this Agreement except to the extent that such Loss is caused by or contributed to by the Strata Company Manager's dishonesty, fraud or negligence.

16.2 If the Strata Company Manager breaches its obligations in relation to the Services or the exercise of its functions or duties under this Agreement and the Strata Company has contributed to the Strata Company Manager's breach, the Strata Company agrees to indemnify the Strata Company Manager immediately upon demand against any Loss to the extent that the Strata Company has contributed to the breach.

16.3 The Strata Manager is not liable to the Strata Company for any loss arising from any Defect unless the Strata Manager;

(1) knew or ought to have known of the Defect but failed to make the Strata Company aware within a reasonable time or, and the need to remedy, that Defect.

(2) failed to arrange for the engagement of a contractor to remedy the Defect, when it had been instructed to do so by the Strata Company representative and the Strata Company had sufficient funds for the work to be carried out, or was obliged to supply an Agreed Service or an Additional Service that would have remedied the Defect, and the Strata Manager failed to supply that service

16.4 The Strata Company indemnify the Strata Company Manager for all reasonable costs reasonably incurred by the Strata Company Manager:

(1) In connection with any matter relating to the Strata Company, Common Property or its property; or

(2) From the performance or attempted performance of any Services or obligations under this Agreement, the By-laws, the Act, the Regulations or any other act or regulations; and

(3) In consequence of the Strata Company Manager being a party to any proceeding in the Tribunal, a court or any other tribunal relating to relating to the Strata Company.

16.5 The indemnities, releases and obligations under this clause 17.0 survive the expiration or termination of this Agreement.

17.0 Termination

17.1 Subject to sections 151 and 115 of the Act, this Agreement may be terminated:

(a) By mutual written agreement of the Parties at any time and the Strata Company paying to the Strata Manager the equivalent Management Fee for the remaining Term;

(b) By the Strata Company, if the Strata Manager is in breach of this Agreement and the breach is not rectified within 10 Business Days after the Strata Company gives written notice of that breach to the Strata Manager;

(c) Pursuant to clause 21.3

(d) The Strata Manager gives notice that the Strata Company may terminate this Agreement in the circumstance and in the manner provided for in the Act, section 151.

(e) if the Tribunal makes an order under section 205 of the Act by appointing an administrator to the Strata Company

(f) by order the Tribunal under Part 12 of the Act to terminate the scheme; or

(g) by operation of law

17.2 This Agreement ends at the end of the Term unless the Strata Company gives notice of renewal not less than 3 months before the end of the Term, in which case the Agreement continues on the same terms.

17.3 Notwithstanding any other clause, the Strata Manager may terminate this agreement if the Strata Company;

(1) does not pay money owing to the Strata Manager under this Agreement that is overdue for payment within 30 Business Days after the Strata Manager gives written notice to the Strata Company requiring that it pay the overdue amount;

(2) prevents the Strata Manager from properly and lawfully providing a service or carrying out an obligation under the governing arrangements after the Strata Manager gives written notice to the Strata Company that the Strata Manager is so prevented and the matter is not rectified within 10 Business Days of receipt of the notice;

17.4 If this Agreement is terminated;

(1) the Strata Manager must:

(a) comply with the Act, section 152;

(b) provide a statement of accounts that complies with the Act, section 101 (2) (1) and 101 (2) (b) to the Strata Company for the period from the date of the last statement provided by the Strata Manager to the date of termination;

(c) ensure the Strata Company funds held in the ADI Account and any ADI additional accounts are dealt with in accordance with the lawful instructions of the Strata Company; and

(d) return the Strata Company's records to the Strata Company.

(2) by the Strata Company, it must pay to the Strata Manager any of the Agreed Management Fee, the Disbursement Fee and the Extra Charges, accrued to the date of termination.

17.5 If the Strata Company does not give the Strata Manager lawful instructions with respect to the ADI Account and any existing ADI Additional Account within 20 Business Days after the date of termination, the Strata Manager can take such lawful steps as the Strata Manager deems necessary to deal with the ADI Account and any existing ADI additional accounts and to otherwise ensure that control of Strata Company funds is transferred to the Strata Company.

18.0 Document Retention & Privacy

18.1 The Strata Company:

(1) acknowledges that the Strata Manager will collect Personal Information while providing Services and performing its obligations under the Governing Arrangements;

(2) acknowledges that the Strata Manager may disclose Personal Information to third parties as is reasonably necessary to provide Services or perform its obligations under the Governing Arrangements;

(3) and must, upon notice by the Strata Manager, provide any information the Strata Manager requires to maintain the accuracy of Personal Information the Strata Manager holds.

18.2 The Strata Manager must:

(1) only collect Personal Information that is needed, and will only use Personal Information, to provide Services and perform its obligations under the Governing Arrangements;

(2) only disclose Personal Information as is reasonably necessary to provide Services and perform its obligations under the Governing Arrangements;

(3) notify the Strata Company of any information it requires to maintain the accuracy of Personal Information it holds;

(4) provide, upon request, access to the Strata Company to information to enable the Strata Company to be satisfied of the accuracy of Personal Information the Strata Manager holds;

(5) take reasonable steps to ensure the accuracy of Personal Information it holds;

(6) take reasonable steps to protect the Personal Information it holds from misuse and loss and from unauthorised access, modification or disclosure; and

(7) give prompt notice to the Strata Company of any application under the Act section 107(1)(a) or section 107(1)(b) that it receives on behalf of the Strata Company and then act in accordance with the Strata Company's instructions in response to that application.

18.3 The Strata Manager will retain any strata company records it possesses for seven years after the expiration or termination of this Agreement and during that period:

(1) those records will be kept electronically or in hard copy and the Strata Manager will be subject to the obligation imposed by clause (6); and

(2) the Strata Manager will, upon reasonable request by the Strata Company and payment by the Strata Company of the Strata Manager's reasonable fees and charges for complying with that request, provide the Strata Company with access to those records and allow the Strata Company to make copies.

18.4 On the expiration of the period referred to in clause 18.3, the Strata Manager may permanently destroy or delete any strata company records it possessed, without notice to the Strata Company.

19.0 Proper Law

19.1 This Agreement is governed by and is to be interpreted in accordance with Western Australian Law.

19.2 Any proceedings arising out of or in connection with the Agreement may be brought in any court or tribunal of competent jurisdiction in Western Australia.

19.3 The parties submit to the non-exclusive jurisdiction of the courts and tribunals of Western Australia.

20.0 Entire Agreement

20.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement

20.2 This Agreement contains all the statements, representations, undertakings, covenants, warranties and

agreements of the Parties in relation to the subject matter of the agreement at the date of this Agreement.

20.3 The Parties agree that in entering into this Agreement, neither party has relied on any statement, representation undertaking, covenant, warranty, or agreement made before the date of this Agreement and not contained in this agreement.

21.0 Variation

21.1 This Agreement may be varied only by agreement in writing signed by the Parties.

21.2 If a Party seeks to vary this Agreement, that Party will give notice specifying the proposed variation to the other Party and the basis for the requested variation

21.3 If the other Party does not agree in writing to the variation proposed in the Proposed Variation Notice within 20 Business Days after the Proposed Variation Notice is received, the Party who seeks to vary the Agreement may terminate the Agreement by written notice to the other Party received within 30 Business Days of the receipt of the Proposed Variation Notice.

22.0 Notices and Agreements

22.1 In this clause, Notice includes a notice, consent, nomination, submission, request, authority, disclosure, report and instruction referred to in this Agreement served on or given by one Party to other party.

22.2 A notice must be in writing and may be served or given;

(1) in a manner provided for by the Act, section 216 (1) or 216 (7), if applicable

(2) in a manner provided for by the interpretation Act 1984 (WA) sections 75 and 76, if applicable, or

(3) by email, by pre-paid post or by personal delivery to the other Party to:

(a) the address of the Party in item 1 or 2; or

(b) any other address nominated by that Party by Notice.

22.3 Service or delivery of the Notice will be deemed to be made or given at a time:

(1) determined under the Interpretation Act 1984 (WA), if applicable; and

(2) otherwise as follows:

(a) by email when sent,

(b) by personal delivery, when delivered; and

(c) by post on the third business day after the date of posting.

22.4 Any;

(1) agreement between the parties under clause 5.1 (2) for the Strata Manager to provide additional services;

(2) variation to this agreement; or

(3) agreement between the parties from time to time, referred to in or arising out of this agreement must be in writing.

23.0 Disputes Resolution

All Parties shall attempt in good faith to resolve any dispute or claim arising out of, or in relation to this Agreement through negotiations between the Principal of Southern Strata Services and the Council of Owners to settle the relevant dispute. A Party may not take further action unless the dispute cannot be settled amicably within 10 Business Days, or such later date agreed between the Parties, from the date on which either Party has served written notice on the other of the dispute.

24.0 Conflicts of Interest

Where any employee of Southern Strata Services has any known family, business, fiduciary relationship this shall be disclosed in Schedule C.

25.0 Performance of Functions Report

Performance of Functions reports will be provided when requested by the Council of Owners, and when requested, this report will not exceed 12 months of data preceding the date of request.

SCHEDULE A
STANDARD AGREED SERVICES

Accounting Services

1. Establish and maintain the required ADI Trust bank account(s)
2. Issue levy notices for Admin Fund; Sinking / Reserve Fund and Special Levies (as approved at General Meeting's).
3. Pay creditors invoices on behalf of the Strata Company
4. Pay disbursements and expenses incurred in connection with the Strata Manager's management
5. Provide annual statutory reconciled accounts including balance sheet, statement of income and expenditure and contribution status report
6. Assist with preparation of administrative fund budget
7. Assist with preparation of reserve fund budget
8. Record money received and deposited for the Strata Company

Insurance

1. Arrange insurance valuation as directed by a duly convened general meeting.
2. Assist with routine claims setting a time limit of either 2 hours per annum; or 15 minutes per claim (up to 8 claims in the 1 financial year). Should the time invested exceed either of these limitations the additional time taken to finalise the claim then falls into Additional Services.

Secretarial

1. Maintain strata roll and minute book
2. Maintain correspondence file
3. Record and retain notices required under the Act
4. Maintain custody of common seal
5. Attend to routine communication
6. Refer to Council correspondence, inquiries, complaints, and requests for information from Owners, residents and others who may have dealings with the Strata Company

Meetings

1. Distribute notices of Annual General Meetings by email
2. Prepare and distribute minutes of Annual General Meetings by email & portal.
3. Set up and manage ZOOM [Virtual platform] for meetings (cost of venue to be borne by Strata Company) of meetings in CBD. Meetings onsite are excluded, but certainly available if necessary and Strata Manager and Strata Company to agree on additional fee.

By-laws

1. Answer general queries in relation to the By-laws

Other

1. **Provide a 15-minute after-hours emergency telephone service, with any assistance exceeding this time limit billed as Additional Services at the hourly rate, especially if SSS is not compensated for arranging insurance.**
2. Assist with annual maintenance requirements to common property as directed by the Council of Owners; refer to Addendum A for definition of Agreed Services vs Additional Services
3. All additional services are dependent on available resources at time of request. Please note a request for additional services may be declined.

For example; based on a 12 Lot scheme, 30 hours per annum would be split; 16 hours x Accounting Services; 2 hours x Insurance; 2 hours x Secretarial; 6 hours x Meetings; 2 hours x By-laws and 2 hours x Other.

THE STRATA COMPANY RECOGNISES AND ACKNOWLEDGES THAT THE STRATA MANAGEMENT COMPANY IS A STRATA MANAGEMENT COMPANY ONLY AND IS NOT QUALIFIED IN ANY ASPECTS RELATING TO ANY PROPOSED WORKS. THE STRATA COMPANY RECOGNISES AND ACKNOWLEDGES THAT THE STRATA MANAGEMENT COMPANY DOES NOT ACCEPT ANY FORM OF DELEGATED POWERS OR PERCEIVED RESPONSIBILITY AS CONTAINED IN THE STRATA TITLES ACT 1985 AS AMENDED UNDER PARTS 7, 8 & 10, 37 & SCHEDULE 1 BY-LAWS 6, 7, 8, 9 & 10 IN REGARDS TO THE COUNCIL OF MANAGEMENT'S RESPONSIBILITY AND DUTY OF CARE. THE STRATA COMPANY SHALL INDEMNIFY IN FULL THE STRATA MANAGEMENT COMPANY AND ITS STAFF OR AGENTS AGAINST ANY CLAIMS INCLUDING BUT NOT LIMITED TO LOSS, INJURY, COSTS, VARIATIONS RELATING TO ANY PROPOSED WORKS AT THE COMPLEX.

SCHEDULE B
ADDITIONAL SERVICES

Council Meetings

1. Prepare and distribute notices and minutes of Council meetings
2. Attend Council Meetings

Extraordinary General Meetings

1. Prepare and distribute notices and minutes of Extraordinary General Meetings
2. Attend Extraordinary General Meetings

Repairs and Maintenance

1. Arrange building inspections, and reports on non-routine repairs when directed by the Strata Company and / or Council of Owners; refer to Addendum A
2. Obtain quotes and liaise with suppliers re non-routine repair, maintenance, renewal, or replacement of common property when directed by the Strata Company and / or Council of Owners; refer to Addendum A

Insurance

1. When the Strata Company and the Strata Manager agree that the Manager will not accept commission, then the Strata Manager will charge an annual Insurance Management Fee of $85 + GST per lot, per annum.
2. Prepare and lodge non-routine insurance claims
3. Administer claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities after first 15 mins per claim

Accounting

1. Prepare additional financial reports or reports to specific requirements
2. Monitor and arrange for recovery of levy arrears
3. Assist auditor in providing accounts and records for audit

By-laws and Legal

1. Serve notices to comply with By-laws
2. Prepare and issue notices for breaches of By-laws
3. Assist the Strata Company in State Administration Tribunal or court proceedings
4. Arrange drafting of By-laws, amendments to By-laws and By-law reviews
5. Liaise with lawyers and give instructions in accordance with resolutions of the Strata Company
6. Arrange for registration of By-laws
7. Assist with adopting and lodgement of By-Law Consolidation
8. Provide copies of By-laws to Councillors, Owners, tenants, and real estate agents

Other Services

1. Arrange security, reception, caretaking, and concierge services
2. **Provide a 15-minute after-hours emergency telephone service, with any assistance exceeding this time limit billed as Additional Services at the hourly rate, especially if SSS is not compensated for arranging insurance.**
3. Arrange building services
4. Arrange access for contractors
5. Manage a greater volume of inquiries from Owners than is reasonable
6. Attend the scheme
7. Review essential services such as fire safety and health
8. Solicit building condition surveys and scheduled maintenance programs
9. Arrange and supply archiving facility
10. Processing Alteration requests from Lot Owners
11. Process additional keys / remotes / swipes as requested
12. Any other services (that are not Agreed Services) that can be provided by the Strata Manager including, but not limited to, hiring and management of Strata Company employees
13. After hours security monitoring

SCHEDULE C
DISCLOSURE

On 1 May 2020 amendments to the *Strata Titles Act 1985* (WA) (**Act**), pursuant to the *Strata Titles Amendment Act 2018* (WA), and the entirety of the *Strata Titles (General) Regulations 2019* (WA) (**Regulations**) take effect.

The amendments to the Act, amongst other matters, introduce a requirement pursuant to sections 146(2) and 147 of the Act for a strata manager to now inform a strata company of the following:

1. any direct or indirect pecuniary or other interest that the strata manager has that conflicts or may conflict with the performance of the strata manager's functions; and

2. the amount or value of any remuneration or other benefit that the strata manager receives, or has a reasonable expectation of receiving (other than from the strata company) in connection with the performance of the strata manager's functions where:

    a. this remuneration or other benefit is no less than $100.00; and

    b. any other remuneration or other benefit received in connection with the strata manager's performance of its functions for the strata company during the calendar year is no less than $100.00

    (the amount of $100.00 is prescribed by regulation 100 of the Regulations)

Southern Strata Services has been in the strata management industry since 1992. Over the years, it, and its principal Zoe Maxwell (**Principal**) and staff have built extensive relationships with various businesses to enable the provision of professional efficient reliable and cost-effective strata management services.

Southern Strata Services does not believe that any of these relationships present a real or potential risk to its independence and the way it provides professional strata management services to you or its other clients.

Please find over the pager a list of current businesses that Southern Strata Services frequently use in the performance of its strata management services. In relation to these businesses, except as noted in this list:

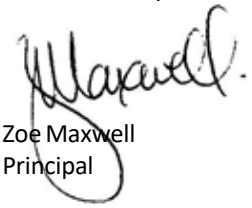
1. Southern Strata Services does not have any direct or indirect pecuniary or other interest that conflicts or may conflict with the performance of our strata management functions to you; and

2. Southern Strata Services does not receive or have a reasonably expectation of receiving, any remuneration or other benefit in connection with the performance of our strata management services to you equal to or greater than the value of $100.00 during the calendar year.

Southern Strata Services and its Principal and staff may however also personally engage the services of some of these businesses from time to time. So far as Southern Strata Services and its Principal are aware, no discount or favorable terms are received from these businesses when Southern Strata Services or its Principal or staff may personally use any of their services. Southern Strata Services and its Principal may buy gifts for these businesses from time, with intent to show thanks for services in the past and appreciation.

If you have any queries concerning this, please contact your Strata Manager or myself.

Yours faithfully



Zoe Maxwell
Principal

SCHEDULE D
DISCLOSURE

(Updated Jul 2024)

This table has been compiled to disclose the requirements under the Strata Titles Act 1985, as Amended, as well as to disclose all known relationships to the writers best knowledge. Please refer to legend located at bottom of the page. Over the years we take recommendations from our clients for good contractors. We also show our appreciation to contractors who prioritise our clients works, are reliable and honest. Our clients are not in any way obliged to use trades / contacts we recommend. We are more than happy to work with other preferred contractors or recommended trades. Our client list has grown through word of mouth from not only existing clients, but also through contractors and contacts made from over 20 years of trading. The intent of this table is to provide complete transparency.

Perth Plumbers 8	Antenna Masters 2 3	HRW Airconditioning 2	Pool Service Perth 8	Scotties Mowing 2 8
VIP Phil Chandler 8	Aussie Cabling 2 3	Wizard Solutions 8	Breakwater Electrical	Schindler Lifts 5
Spray Pave Perth 8	Alison Electrical 8	Rugged Earth 8	Grounduer Fencing 8	C & S Security 2
Gardens by Linda 8	Marchant Fire & Security	Mamba Gardens 8	Houspect WA 8	Reliable Mowing 8
Marshall Beattie Automation 8	Alnew Electrical Services 2 3	Kilmantin Plumbing & Gas 2 3 7	Lennys Commercial Kitchens 8	Efficient Refrigeration 8
Kookaburra View / Platinum Landscaping 8	PSC McKenna Hampton 7	Tony the Handyman 8	Elevator Directions 8	The Lawn Magician 8
Asphalt Solutions 8	Mr Pothole 2	Trident Broking 8	Fire Shield 2 3	Luxe Elevators 8
Diggers Bobcat Services 8	Karl the Bricklayer 2 3	Interlink Insurance Brokers 8	Greenspace Landscaping Reticulation 8	Insulmate P/L 8
Stay Clean 2	Kitchen Craftsman 2	Uptons Carpet Cleaning 2	Poolwerx 3 5	ActivIT Systems 2
Solomons Flooring 8 – DO NOT USE	QIA 5 8	Court Security 2 3	Multitech Electrical Group 8	Hercules Carparking Systems 8
EliteDelean 8	ABBC 8	Buss Group 8	Riverside Ceilings 9	WA Valuations 3 5
Modus – Complete Property Services 3 5	Midas Touch Cleaning 8	Cottesloe Constructions 10	Tony Cleaning Services 8	Grants Residential 2 3 8 9
Doors, Doors, Doors 8 2	Goldings Painting 10	Peritas Consulting 8	E-Consulting Engineers 8	Turnstone Cleaning Services 2
Bright Kite Property Caretakers 8	Think Maintenance 8	Team Tame 8	Downunder Waterproofing 8	Browns Plumbing 2 3 5 9
APEX Rubber Stamp 10	Satellite Security 8	Elite Concrete 8	Apex Access Solutions 8	OBAN Group 8
Kenkleen Window & Gutter Cleaning 2	Hawk Eye Protection 8	Chester Door Services 3 8	Eden Roc Garage Doors 8	Otis Elevator 5
StrataFix WA 10	All Roofcare 8	Mejora Plumbing 8	Steven Botica Electrical 9	DKL Electrical 8
Modern Poolcare 2	WA Tap Masters 2	APT Water 8	Mortarfix Perth 8	Alnew Electrical - Conor 7
Ron Hill Electrical 7	SEGA Logic 7	NJP Electrical 10	PPE Electrical 7 3	Award Signs 7 2 3
Michaels Gutters & Roofs 7 2	Egmont Electrical 8	Atelier JV 8	Structerre Consulting Engineers 6	77's Maintenance 2 3 6 7
Aussie Fencing 8	Jim's Fencing (Cottesloe) 8	Jim's Mowing Joondanna 10	Dickies Tree Services 5 3 2	Moss Black Plumbing & Gas 8
Rawlinsons 8	We Wheel your Bin 2 7	Aqua Plumbing 8	Energy-Tec Holdings 10	Calibre Painting 5
HECS Fire Services 3	Absolute Gardening 3 8	Fireshield Services 2 3	Corporate Colours 8	Southern Recycling 8
Apex Auto Gates 8	Gremlin Pest Control 2 9	Lakers Glass 10	Dependable Glass 3 5 7	Action Glass & Aluminium 8
Retic Repair Main 2	Aedy Property 2	Peak Plumbing 8	Kevin Omeara Lawn Service 8	Gutter Guys 5
Buildright 2 5 7	Hydrosonic Leak Detection 8	Reward Pest Control 5 3 2	Property Care 5 3 2 6	Bouvard Debt Collection 10
Shenton Property Services 8	All Seasons Care Kaloorup 8	Austwest Plumbing 2	Complete Projects WA 2 5 6 9	Scarborough Maintenance 8
VA & DM Grant 9 2 5	Kilmantin Plumbing 6 2	Alton Plumbing 8	Austral Insurance Broker 8	Cambridge Ins Brokers 8
The Broker Man Trust 8	Ausure Consolidated Brokers 8	BCB Strata Insurance Brokers 4	GT Gardening & Maintenance 8	Honan Insurance Brokers *No longer pay commission*
Apollo Risk Services 8	Country Wide Insurance Brokers 8	All Seasons Garden Care (Ben) 3 5	Phoenix Insurance Brokers 8	Reliance Partners 8
Graham S Knight (GSK) Insurance Brokers 4 10 [Landlord]	Unity Insurance Brokers 8	PSC Property Lync Insurance Brokers 1 4 2	CHU Underwriting Agencies 4 5 10 3	Strata Community Insure 4 3 5
Flow Gen Plumbing 8	Andrew Wilson Pest Control 8	Valuations WA 5 3 2	Rainmaker Services 2 3 10 9	That's Handy (Wa) PL 8
Cheap & Quality Paving 2 8 3	Perrott Painting 3 5	B4 + After Home & Garden Care 8	Dorrington Plumbing 6 2 3 5	Shenton Pumps 5 3
La Vista Del Garden 10	Essentially Smart Plumbing 8	Chambers Pest Control 3 2	A-Team Landscaping & Maintenance 8	Property Cosmetics 8
Auzzie Gardener – formally DT Garden 9	Clear Services 8	Ross's Gardening & Maintenance 2 3	Colourific Painting 3 5 10	Strata Alliance (1)
M & L Lawns and Gardens 8	Lighthouse Locksmiths 3 2 8	Proclean 2	B & T Antonio Lawn Mowing 4 9	8's Landscaping 8
1. Zoe Maxwell (Director of SSS) is a shareholder or was (1)	2. Contractor has been used by director and / or employee at their own Property or for own service	3. Contractor has been given gift from Southern Strata Service (Xmas Thanks *pd by Z Maxwell*)	4. Commission is received between 10% - 20% of the base premium. If value differs this will be noted.	5. Gift/s have been received from contractor; Christmas hamper or wine or chocolates
6. Contractor is married to, in a relationship with, or related to employee or has / had an employee offspring working for contractor or worked with contractor	7. Contractor has been referred to SSS Team by employee family member or friend	8. Contractor has been recommended to SSS by Lot Owner or other contractor whereby relationship is unknown	9. Contractor has referred SSS Mgmt services to new clients whereby SSS have been successful in winning management	10. Contractor is also a client (or was).

Declaring a Shareholding in Another Business

Z Maxwell, Director of Southern Strata Services (SSS), holds a minor shareholding in Lync Insurance Brokers Pty Ltd through a separate entity. It is important to note that Lync Insurance Brokers Pty Ltd is not directly affiliated with Southern Strata Services. Additionally, SSS receives the lowest level of commission from Lync Insurance compared to other direct insurers and brokers

Z Maxwell, Director of Southern Strata Services (SSS) was a minor shareholder in Strata Alliance (ended 2018) through a separate entity. Strata Allianz [now rebranded] is not directly affiliated with Southern Strata Services.

SCHEDULE E
PRESCRIBED EDUCATIONAL QUALIFICATIONS

Principal Strata Manager	Have relevant Prescribed Educational Qualifications
Zoe Maxwell (Managing Director, Strata Community Manager)	**COMPLETED** Certificate IV Strata Community Management Certificate IV in Property Services Accredited Strata Manager (since 2014) A100

Designated Person	**Have relevant Prescribed Educational Qualifications** (If response is NO or IN PROGRESS - deadline to obtain prescribed educational qualifications is 30 April 2024* tbd as Cert IV is no longer available in WA as of 30 Jun 2023)
Jan CHRISTIE (Strata Community Manager)	**COMPLETED** Certificate IV Strata Community Management Certificate IV in Property Services Accredited Strata Manager (since 2019) A100
Christine MCLEOD (Strata Community Manager)	**COMPLETED** Certificate IV Strata Community Management A100
Kathy SIEROCIAK * Laura O'SULLIVAN * Janelle GILMOUR Samson COWAN (Strata Community Manager)	**COMPLETED** Certificate IV Strata Community Management (*16modules) Accredited Strata Manager (pre-2022) A100
Bri LAVERY Fiona KOH (Strata Community Manager)	**COMPLETED** A100
Siobhan O'SULLIVAN (*Maternity Leave 2024*) (Strata Community Manager)	**COMPLETED** Certificate IV Strata Community Management
Simone LANE Nicky RICHARDS (Administration & Support team) All the above Support Team Members are **COMPLETED**	Sally ALLOMES Yew Lee HEE The above Support Team Members are **not required**

ADDENDUM A

Annual Routine Services in common areas (included under Agreed Services);

- Cleaning including window cleaning
- Gardening
- Pest Control / Termite Inspections
- Gutter Cleaning
- Reticulation checks and faults (excludes upgrade)
- Fire Services
- Lift Services
- Pool / Spa / Sauna Cleaning & annual maintenance
- Faults to common electrical / common plumbing / common gates & intercom and minor repairs to common areas.

Emergency Maintenance to common areas (included under Agreed Services – time restrictions);

- Break-in (each instance up to 15 mins; or total of 2 hours per annum)
- Storm Damage (each instance up to 15 mins; or total of 2 hours per annum)
- Fire (each instance up to 15 mins; or total of 2 hours per annum)
- Flood (each instance up to 15 mins; or total of 2 hours per annum)

Services we offer which are outside of our Agreed Services (therefore fall under Special Services and are charged in line with Schedule B);

- Audit of Fire Safety compliance matters
- Balcony façade repairs
- Balcony Repairs
- Barge Board Replacement / Painting
- Builders Defects
- Builders Insurance Warranty
- Carpet Replacement
- Concrete Cancer
- Concrete Spalling
- Cracking to walls
- Damp / Mould Issues
- Downpipe Replacement
- Driveway re-paving / resurfacing
- Fencing
- Gutter Replacement
- Gym Equipment Replacement
- Installation of window safety devices
- Intercom Replacement
- Lift Phone Upgrade to NBN
- Lift Renewal, Upgrade and / or Replacement
- Lintel Replacement
- Management of Carparks
- Painting of Complex (Int & Ext)
- Pest eradication
- Pool Replacement Liner / Skimmer
- Providing New Furnishings
- Replacement / Installation of motor gates
- Roof Replacement
- Security upgrade / New system install
- State Administration Tribunal
- Subsidence
- Waterproofing
- Window Replacement

Services for buildings built less than 6 years ago which are outside of our Agreed Services (therefore fall under Special Services and are charged in line with Schedule B);

- Liaising with Builders / Developers on behalf of common property (note we will volunteer up to 15 mins per issue; or total of 2 hours per annum in the first 6 years)
- Liaising with Builders / Developers on behalf of lot owners property

Any and all of the above items listed which relate to a lot Owner's own area of ownership are not covered under delegated duties, therefore remain the responsibility of the Owner, not the Strata Company, nor Strata Manager.

Statutory declaration in accordance with Section 12 of the Oaths, Affidavits and Statutory Declarations Act 2005

1 I, Zoe Maxwell of Suite 2, 177 Great Eastern Highway, Belmont, Managing Director

sincerely declare as follows in accordance with the *Strata Titles Amendment Act 2018* and the *Strata Titles (General) Regulations 2020*

2 NATIONAL CRIMINAL RECORD CHECK

1 That all Strata Managers employed by Southern Strata Services have obtained national criminal record checks in accordance with Regulation 90 of the *Strata Titles (General) Regulations 2020.*

and

2 I declare that these national criminal record checks are less than 3 years old

and

3 I declare that the national criminal record checks obtained for me do not reveal any convictions for property or dishonesty offences.

Southern Strata Services warrants that it will obtain national criminal record checks every three years and should these checks reveal convictions, that those convictions are notified to the Council of the Strata Company.

3 PRESCRIBED EDUCATIONAL QUALIFICATIONS

1 I declare that The principal holds a current Certificate IV in Property Services and is an Accredited Member of SCAWA. That all Strata Managers, or Designated Person who has a key role in the administration of the strata, has or either will obtain the current educational standards required for the term of our management contract with the Strata Company.

and

2 Southern Strata Services will provide evidence of these qualifications to the Council of the Strata Company upon written request.

4 PROFESSIONAL INDEMNITY

1 I declare that Southern Strata Services has current professional Indemnity as required under Regulation 96

and

2 Southern Strata Services will provide evidence of the policy to the Council of the Strata Company upon written request.

5 This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the Oaths, Affidavits and Statutory Declarations Act 2005 at Suite 2 177 Great Eastern Highway, Belmont on 1 July 2024 by —

Z Maxwell

[Signature of person making the declaration]

in the presence of —

S. Allonso

[Signature of authorised witness]

Witness Full Name: Sally Anne Allonso

Qualification as a witness: Commonwealth Registered Marriage Celebrant. A1515LL

The Owners of 3 Barnsbury Road

Strata Scheme 80021

Nomination & Consent to election to council

I, _____being an **Owner/Co-Owner** of Lot/s - Unit/s _____

DO NOMINATE *MYSELF* TO THE COUNCIL OF THE STRATA COMPANY OR THE FOLLOWINGOWNER -

Name of Nominee (If not self) _____

Dated this _____ day of _____ 202__; **Signature of Owner** _____

I CONSENT TO THE NOMINATION -

Signature of Nominee Owner_____
Where not self as above

Those who wish to nominate to the Council of Owners, please note Section 137 of the Strata Titles Act 1985 as Amended (partial extract);

(a) must at all times act honestly, with loyalty and in good faith in the performance of functions as a member of the council or an officer of the strata company; and

(b) must at all times exercise the degree of care and diligence in the performance of those functions that a reasonable person in the person's position and the circumstances of the strata company would reasonably be expected to exercise; and

(c) must not make improper use of the person's position —
  (i) to gain, directly or indirectly, an advantage for the person or any other person; or
  (ii) to cause detriment to the strata company.

AND (where Ownership of a lot is in joint names)

I/We, _____ being the **co-owner(s) of the above nominee hereby consent to this nomination by the above.**

Signature of Co-Owner(s) _____

The appointment of a Council is a requisite for the Strata Company to conform to the provisions of the Act. As a Council must consist of not less than three nor more than seven proprietors, according to the standard schedule 1 by-laws, it is most important that at least three persons signify their willingness to act - preferably by returning the Nomination Form**. Where an owner cannot attend the meeting, and wishes to nominate for council, this nomination form must be completed correctly and returned prior to the meeting.**

NOTE: All co-owners of the nominee must sign this form to express their consent to the nomination.

If an owner is a corporation, then it is that corporation which becomes the member of the council - NOT its directors or an individual person although a person must be nominated by that corporation to act as a council representative.

The Owners Of
3 Barnsbury Road Strata Scheme 80021
PROXY FORM
Meeting Date 22 Jul 2025

I /We, _____

being the owner/s of lot number/s _____ (unit number/s _____) appoint:

Select and complete only one of options 1 to 3

☐ **Option 1**: _____ [*name of proxy holder*] and failing their attendance / participation, the chairperson of the general meeting, or if not at a general meeting, the chairperson of the council; or

☐ **Option 2**: The chairperson of the general meeting, or if not at a general meeting, the chairperson of the council; or

☐ **Option 3**: _____ [*name of proxy holder*]

to speak and act and to vote for me/us as my/our proxy holder:

Select and complete only one of options A to D, as appropriate

☐ **Option A**: at all general meetings, and for all votes taken outside general meetings, except for voting on any proposed resolution relating to the provision of goods, an amenity or a service to the strata company if my/our proxy holder has a direct or indirect pecuniary or other interest in the provision of the goods, amenity or service; or

☐ **Option B**: at all general meetings and for all votes taken outside general meetings; or

☐ **Option C**: at the general meeting to be held on 22 July 2025

☐ **Option D**: in the vote to be taken outside of a general meeting under a notice dated _____ (*insert date of notice of vote*).

Date of execution: _____ 20_____

Important notes: please read these carefully before signing the following page pages of this form.

1. A proxy holder does not have to be an owner but must be an adult of full age and capacity.
2. A corporate owner (e.g. a corporate super fund trustee) can only vote by a proxy holder.
3. Co-owners of a lot can only vote by a proxy holder, appointed by **all** the co-owners (the proxy holder can be one of the co-owners).
4. If a sole adult owner (not a co-owner) and his or her proxy holder both attend/participate, only the owner can vote.
5. If the options in this form do not meet your requirements, seek advice.

Execution by natural owner (s)

This form must be signed by each natural owner or by their appointed attorney)

Signature of sole owner: **OR**: Signatures of **all** co-owners (*including proxy holder if a co-owner*):

_____ _____

_____

_____

Execution by corporate owner

*This form must be signed by the sole director and sole secretary **OR** two directors or a director and secretary **OR** by the company's appointed attorney*

_____

Sole director and sole secretary

OR

_____ _____

Director Director/Secretary

OR

_____

Attorney

If signing by an attorney, please provide a copy of the Power of Attorney.

CONTACT DETAILS FORM

It is important that the Strata Managers have current contact and delivery information to ensure notifications are correctly and efficiently communicated regarding your property.
If the details provided below change at any stage of your ownership, please ensure the Strata Managers are advised.

SOUTHERN STRATA SERVICES

(08) 9478 6881
(08) 9479 6881
Suite 2B, 177 Great Eastern Hwy.
Belmont WA 6104
PO Box 690, Belmont WA 6984
admin@southernstrataservices.com.au
ABN 18 280 710 784

MEMBER OF

Strata Community Australia – WA

SPECIALIST MANAGERS OF ALL TYPES OF STRATA TITLE PROPERTIES INCLUDING

Small residential complexes

Multi storey complexes – including mixed use

Commercial properties

Survey strata complexes

New Developments

PROPERTY INFORMATION

PROPERTY ADDRESS: _____
UNIT NUMBER: _____

OWNER INFORMATION

PROPERTY OWNED IN THE NAME(S) OF: _____
If the property is in the name of a company / trustee / super fund please provide a contact person's name & position: _____
_____

PREFERRED POSTAL ADDRESS: _____
_____

CONTACT DETAILS **Phone HM** _____ **MOB 1** _____
WK: _____ **MOB 2** _____
EMAIL ADDRESS 1: (please print) _____
EMAIL ADDRESS 2: (please print) _____

DELIVERY DETAILS

IS THE PROPERTY RENTED/ TO BE RENTED? **YES** ☐ **NO** ☐
If **YES**, is the property **AGENT MANAGED** ☐ **SELF-MANAGED** ☐
If **AGENT MANAGED,** please provide details:

AGENT NAME: _____
PHONE CONTACT: _____
EMAIL ADDRESS: _____

DO YOU WANT YOUR AGENT TO PAY YOUR STRATA LEVIES? **YES** ☐ **NO** ☐
DO YOU WANT YOUR AGENT TO PAY YOUR UTILITIES? **YES** ☐ **NO** ☐
DO YOU WANT CORRESPONDENCE SENT TO **OWNER** ☐ **AGENT** ☐

PLEASE SEND LEVY NOTICES **EMAIL** ☐ **POST** ☐
PLEASE SEND UTILITY NOTICES **EMAIL** ☐ **POST** ☐
PLEASE SEND NOTICE OF MEETING **EMAIL** ☐ **POST** ☐

EMERGENCY CONTACT

Please complete and return to Southern Strata Services
PO Box 690, BELMONT WA 6984
Email: admin@southernstrataservices.com.au