contract for sale of land or strata title by offer and acceptance

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NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.
WARNING - A Withholding Amount **may** apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO: BJK Genesis Property Pty Ltd
Address 6/160 Scarborough Beach Road
Suburb Mount Hawthorn State WA Postcode 6016
As Agent for the Seller / ~~Buyer~~

THE BUYER
Name
Address
Suburb State Postcode
Name
Address
Suburb State Postcode
EMAIL: The Buyer consents to Notices being served at:

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and Special Conditions as:

☐ Sole owner ☐ Joint Tenants ☐ Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:
Address 4/3 Barnsbury Road
Suburb Warwick State WA Postcode 6024
Lot 4 ~~Deposited/Survey~~/Strata/~~Diagram~~/Plan 80021 Whole / ~~Part~~ Vol 2963 Folio 435
A **deposit** of $ of which $ 0 is paid now and $ to be paid within 7 days of acceptance
to be held by First National Real Estate Genesis
("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price
Settlement Date
Property Chattels including All fixed floor coverings, light fittings, window treatments and all pool equipment as inspected and where applicable.

GST WITHHOLDING

1. Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? ☐ YES ☑ NO
2. If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth).
3. If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

FINANCE CLAUSE IS APPLICABLE

LENDER/
MORTGAGE BROKER (NB. If blank, can be any)
LATEST TIME: 4pm on:
AMOUNT OF LOAN:
SIGNATURE OF BUYER

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.

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CONDITIONS

1. SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause is not Applicable" box in the Schedule, or if no information is completed in the 'Finance Clause is Applicable' box in the Schedule, then this Clause 1 does not apply to the Contract.

If any information is completed in or the Buyer signs the 'Finance Clause is Applicable' box in the Schedule then this Clause 1 applies to the Contract.

1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller

(a) The Buyer must:
  (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
  (2) use all best endeavours in good faith to obtain Finance Approval.

(b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.

(c) The Buyer must immediately give to the Seller or Seller Agent:
  (1) an Approval Notice if the Buyer obtains Finance Approval; or
  (2) a Non Approval Notice if the Finance Application is rejected;

at any time while the Contract is in force and effect.

1.2 No Finance Approval by the Latest Time: Non Approval Notice Given

This Contract will come to an end without further action by either Party if on or before the Latest Time:

(a) the Finance Application has been rejected; or

(b) a Non Approval Notice, is given to the Seller or Seller Agent.

1.3 No Finance Approval by the Latest Time: No Notice Given

If by the Latest Time the Seller or Seller Agent has not been given:

(a) an Approval Notice; or

(b) a Non Approval Notice;

then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non-Approval Notice to the Seller or Seller Agent.

1.4 Finance Approval: Approval Notice Given

If by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated:

(a) Finance Approval has been obtained; or

(b) an Approval Notice has been given to the Seller or Seller Agent;

then this Clause 1 is satisfied and this Contract is in full force and effect.

1.5 Notice Not Given by Latest Time: Sellers Right to Terminate

If by the Latest Time an Approval Notice or a Non Approval Notice has not been given to the Seller or Seller Agent then at any time until an Approval Notice or a Non Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.

1.6 Buyer Must Keep Seller Informed: Evidence

(a) If requested in writing by the Seller or Seller Agent the Buyer must:
  (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
  (2) provide evidence in writing of:
    (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
    (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and
  (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.

(b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a).

1.7 Right To Terminate

If a Party has the right to terminate under this Clause 1, then:

(a) termination must be effected by written Notice to the other Party;

(b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;

(c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;

(d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if Clause 1.5 applies, before the Contract is terminated. If waived this Clause is deemed satisfied.

1.9 Definitions

In this Clause:

Amount of Loan means the amount referred to in the Schedule, any lesser amount of finance referred to in the Finance Application or any lesser amount of finance acceptable to the Buyer. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.

Approval Notice means a statement in writing given by the Buyer, a Lender or a Mortgage Broker to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

Credit Protection Act means the *National Consumer Credit Protection Act, 2009* (Cwth).

Finance Application means an application made by or on behalf of the Buyer:

(a) to a Lender to lend any monies payable under the Contract: or

(b) to a Mortgage Broker to facilitate an application to a Lender.

Finance Approval means a written approval by a Lender of the Finance Application, a written offer to lend or a written notification of an intention to offer to lend made by a Lender:

(a) for the Amount of Loan;

(b) which is unconditional or subject to terms and conditions:
  (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
  (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or
  (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes:
    (i) an acceptable valuation of any property;
    (ii) attaining a particular loan to value ratio;
    (iii) the sale of another property; or
    (iv) the obtaining of mortgage insurance;

  and has in fact been satisfied.

Latest Time means:

(a) the time and date referred to in the Schedule; or

(b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

Lender means any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

Mortgage Broker means means a holder of an Australian Credit Licence pursuant to section 35 of the Credit Protection Act or a credit representative pursuant to sections 64 or 65 of that legislation.

Non Approval Notice means:

(a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or

(b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
  (1) (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
    (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
    (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
  (2) the Finance Application to a Lender has been rejected.

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of Land Act 1893 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

SPECIAL CONDITIONS

1.The Buyer is aware that they will be required, prior to settlement, to complete and lodge a Foreign Transfer Duty Declaration which may result in the payment by them of Foreign Transfer Duty which is not included in the purchase price. The buyer acknowledges they have made all necessary enquiries to satisfy themselves about their responsibilities regarding Foreign Transfer Duty.

SPECIAL CONDITIONS - Continued

BUYER [If a corporation, then the Buyer executes this Contract pursuant to the Corporations Act.]

Signature	Date	Signature	Date
Signature	Date	Signature	Date

THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer

Name Mariah Jayde Morey

Address 4/3 Barnsbury Road

Suburb Warwick State WA Postcode 6024

Name

Address

Suburb State Postcode

EMAIL: The Seller consents to Notices being served at:

[If a corporation, then the Seller executes this Contract pursuant to the Corporations Act.]

Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions
4. Certificate of Title
5. Annexure of changes to General Conditions (form 198)

Signature Signature

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions
3. Annexure of changes to General Conditions (form 198)

Signature Signature

CONVEYANCER (Legal Practitioner/Settlement Agent)

The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name		
Signature		

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ANNEXURE OF CHANGES TO THE 2022 GENERAL CONDITIONS CAUSED BY CHANGES TO THE TRANSFER OF LAND ACT 1893

LANDGATE WILL NOT ISSUE, OR REQUIRE DUPLICATE CERTIFICATES OF TITLE FOR LAND TO BE PRODUCED, FROM THE 7TH AUGUST 2023, CONSEQUENTLY THE PARTIES AGREE TO VARY THE 2022 GENERAL CONDITIONS IN THE FOLLOWING MANNER:

	CONDITION	**CHANGES**
1.	3.10(a)	Delete subclause (1).
2.	3.11	Delete clause 3.11.
3.	26.1 definition of "*Duplicate Certificate of Title*"	Delete the definition of *"Duplicate Certificate of Title".*

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Mariah Jayde Morey

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS

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ANNEXURE A

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

4/3 Barnsbury Road, Warwick WA 6024

NOTE - THIS ANNEXURE ONLY APPLIES TO, AND IS LIMITED TO, MAJOR STRUCTURAL DEFECTS PURSUANT TO APPENDIX "A" OF THE STANDARD AND NOT OTHER DEFECTS, MAINTENANCE OR OTHER SAFETY ISSUES.

1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)

(a*) / / **OR** (b*) 14 days after acceptance ("Date")

3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
   (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
   (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:

9.1 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.

9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structual Defects.

9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).

9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.

9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.

9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a ~~Consultant~~ Registered Builder. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.

9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).

9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.

9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS

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ANNEXURE B

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

4/3 Barnsbury Road, Warwick WA 6024

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

   This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)

   (a*) ____ / ____ / ____ **OR** (b*) 14 days after acceptance ("Date")

3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
   (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
   (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:

9.1 "Activity" means evidence of the presence of current Timber Pests.

9.2 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011* WA) qualified to remedy the matters set out in the Major Structural Defects Notice.

9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.

9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.

9.5 "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).

9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.

9.7 "Repair" means the Work necessary to repair any Damage.

9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.

9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.

9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.

9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.

9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.

9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

WESTERN AUSTRALIA

TITLE NUMBER	
Volume	Folio
2963	**435**

RECORD OF CERTIFICATE OF TITLE

UNDER THE TRANSFER OF LAND ACT 1893 AND THE

STRATA TITLES ACT OF 1985

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BGRoberts

REGISTRAR OF TITLES

REGISTRAR OF TITLES WESTERN AUSTRALIA

LAND DESCRIPTION:

LOT 4 ON STRATA PLAN 80021
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

MARIAH JAYDE MOREY OF UNIT 4 3 BARNSBURY ROAD WARWICK WA 6024
(T Q263136) REGISTERED 20/12/2024

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. Q263137 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED OF G.P.O BOX 1048 ADELIADE SA 5001 REGISTERED 20/12/2024.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.

----------END OF CERTIFICATE OF TITLE----------

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND:	SP80021
PREVIOUS TITLE:	495-200A
PROPERTY STREET ADDRESS:	UNIT 4 3 BARNSBURY RD, WARWICK.
LOCAL GOVERNMENT AUTHORITY:	CITY OF JOONDALUP

LANDGATE COPY OF ORIGINAL NOT TO SCALE 01/05/2026 09:10 AM Request number: 69768103

Landgate
www.landgate.wa.gov.au

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Landgate Approved Form 2021-69701
Effective for use from: 17/09/2021

Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

This information applies to a lot in a strata scheme or survey-strata scheme (scheme), which is subject to the *Strata Titles Act 1985* (the Act). Section 156 of the Act sets out that the seller of a strata lot or survey-strata lot (lot) must give the buyer certain information before the buyer signs the contract of sale.

Instruction for the seller

The seller must give the information incorporated in this document to a buyer before the buyer signs a contract for the sale and purchase of a lot in a scheme. Failure to do so may give the buyer the right to avoid the contract and/or delay the proposed settlement date.

Information for the buyer

The buyer should keep this document including any attachments in a safe place as it contains important information which might be needed at a later date.

It is strongly recommended that the buyer read all the information provided by the seller before signing the contract. The buyer should consider obtaining independent professional legal advice before signing the contract.

There are different rights, restrictions and obligations that apply in relation to a lot in a scheme than those that apply to a 'green title' lot. Those rights, restrictions and obligations can be found in the Act, the *Strata Titles (General) Regulations 2019* (regulations), scheme by-laws, the certificate of title, the strata / survey-strata plan for the lot and, if the scheme is a leasehold scheme, the strata lease for the lot. Your right to deal with the lot and to use the common property is restricted by these, as well as by any resolutions and decisions made by the strata company. You will not be able to build on the lot or make any alterations to (including removal of) a building on the lot without the approval of the strata company, except in certain circumstances.

As an owner of a lot, you will also have a share in any common property in the scheme. You will be a member of the strata company, along with all of the other lot owners, and have a right to participate in managing the scheme.

Each lot owner has to abide by the rules of the strata company, known as by-laws. By-laws can be different for each strata scheme and you should understand which by-laws apply to your scheme. The seller must give you the current by-laws before you sign the contract for sale. A strata company can make, amend or repeal by-laws by voting on them, and registering them with the Registrar of Titles at Landgate within 3 months.

As the owner of a lot, you will be liable to pay a strata levy or contribution to the strata company for expenses including for maintenance, repair and insurance of the common property unless the lot is in a scheme of 2 to 5 lots which may be exempt from these requirements. Be aware that if the unpaid amounts for the lot are not paid by the seller before you complete the purchase (settle), you as the new owner will have to pay the strata company these unpaid amounts.

As part of this disclosure you must receive the strata or survey-strata plan (the plan) which includes the lot you are proposing to buy. This plan will show all of the lots and the common property in the scheme. The common property is all the land within the scheme boundary that is not a lot. In a strata plan each lot is clearly identified, but the common property is not; it is everything that is not a lot. In comparison, in a survey-strata plan common property areas are clearly identified as common property. It is important to understand what is your lot, as you will be responsible for repairing and maintaining it, whereas the strata company will generally be responsible for the common property, unless there are by-laws which set out something different.

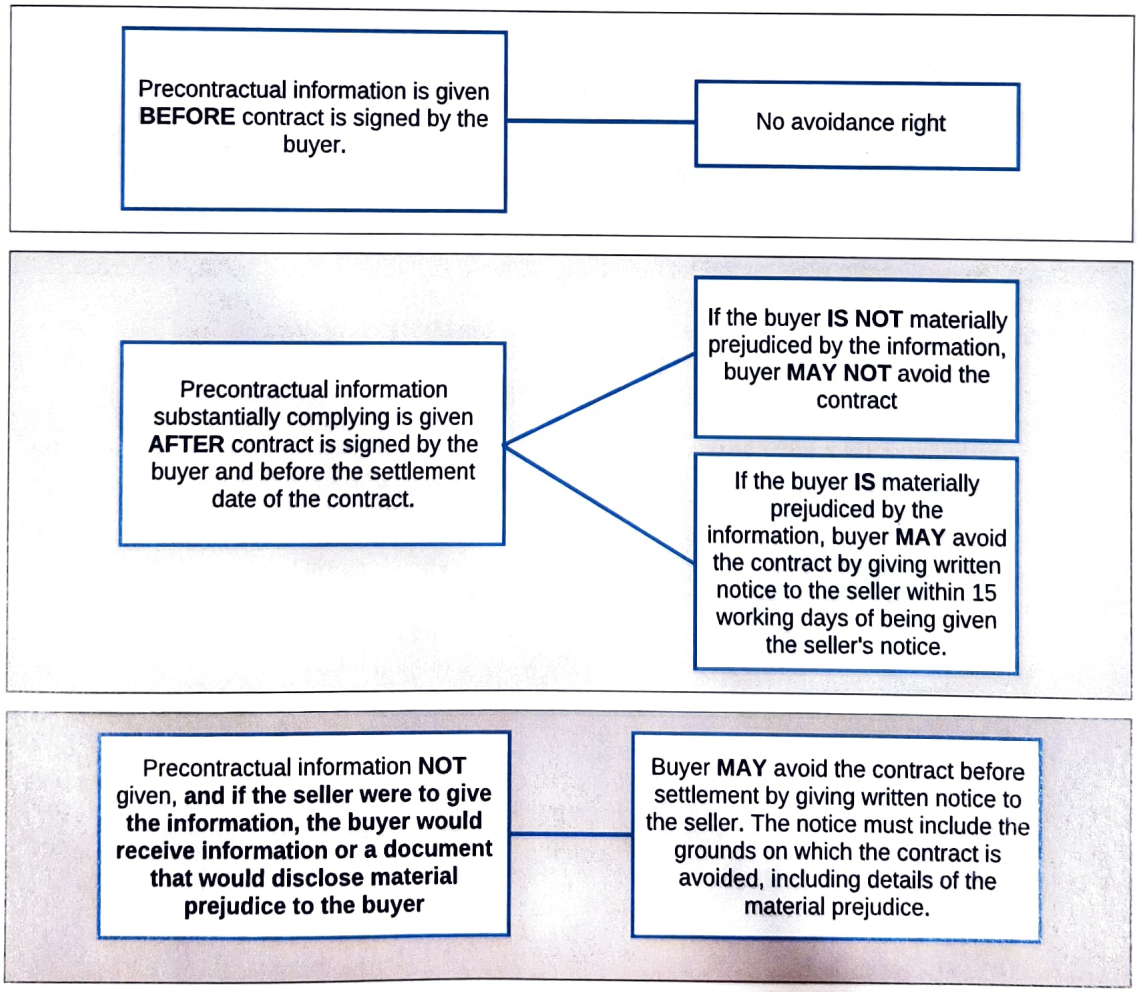
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

The buyer should consider reading Landgate's publication *A Guide to Strata Titles* as this provides extra information about schemes.

Buyer's avoidance and other rights

Avoidance for failure to give precontractual information to the buyer

The buyer's right to avoid the contract for precontractual information is as follows:



Avoidance rights for notifiable variations

After the buyer has signed the contract, it is possible a particular type of event known as a type 1 or type 2 notifiable variation may occur. If this happens, the seller must provide written notice of the variation to the buyer before the proposed settlement date.

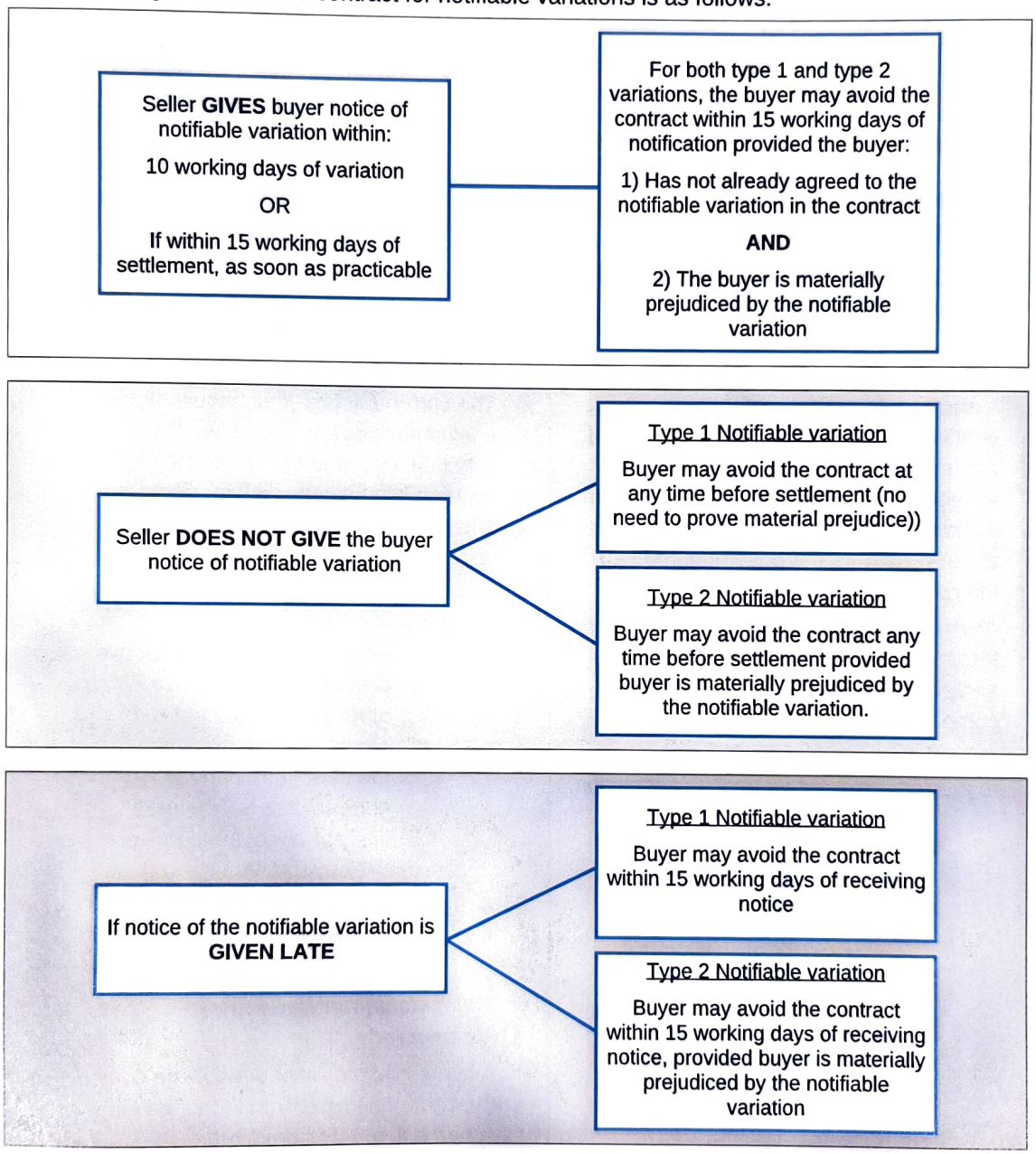
Type 1 and Type 2 notifiable variations are as follows:

Type 1 Notifiable Variation	Type 2 Notifiable Variation
• The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract. • The proportion that the unit entitlement, or a reasonable estimate of the unit entitlement of the lot bears to the sum of the unit entitlements of all the lots is increased/decreased by 5% or more in comparison to that which was notified to the buyer before the buyer entered into the contract. • Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company. • Any other event classified by the regulations as a type 1 notifiable variation.	• The current/proposed scheme plan or amendment of the scheme plan for the scheme is modified in a way that affects the lot or the common property (that is not a type 1 notifiable variation). • The current/proposed schedule of unit entitlements or amendment of the schedule of unit entitlements for the scheme is modified in a way that affects the lot (that is not a type 1 variation). • The strata company or a scheme developer- (i) enters into a contract for the provision of services or amenities to the strata company or to members of the strata company or a contract that is otherwise likely to affect the rights of the buyer; OR (ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer • The current/proposed scheme by-laws are modified. • A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied. • Any other event classified by the regulations as a type 2 notifiable variation.

See section 161 and 162 of the Act for further details.

Regulation 106 describes when certain notifiable variations are deemed to have occurred.

The buyer's right to avoid the contract for notifiable variations is as follows:



See section 163 of the Act for special protections which apply if the lot has not yet been created by the registration of the scheme or an amendment of the scheme - that is, an 'off the plan' sale.

Buyer's right to postpone settlement

The buyer has a right to postpone settlement date of the contract for the sale and purchase of the lot, by providing written notice to the seller, if the seller has not complied with their obligation to provide pre-contractual information or particulars of a notifiable variation to the buyer. The buyer may postpone settlement date by no more than 15 working days after the latest date that the seller complies with the relevant disclosure requirement.

Disputes about avoidance rights to be heard in the State Administrative Tribunal

If the buyer or seller has a dispute about a right to avoid or whether a seller has provided the notifiable information / notifiable variations as required and within the time required, the buyer and or seller may apply to the State Administrative Tribunal for orders to resolve the dispute.

Precontractual Disclosure Statement to the Buyer

Part B | Information specific to the sale of the strata lot

This form sets out the information requirements in section 156 of the *Strata Titles Act 1985* (the Act), that the seller must give the buyer. It is the information designated as information specific to the sale of a strata lot. which, if included in the contract, must be included in a prominent position (such as the first page). The term 'lot' includes strata and survey-strata lot.

Personal information

The seller(s)

Name: Mariah Jayde Morey

Address: 4/3 Barnsbury Road, Warwick WA 6024

Telephone/mobile: _____ Email: _____

Name: _____

Address: _____

Telephone/mobile: _____ Email: _____

Scheme Information

The term 'scheme' includes strata and survey-strata schemes

Scheme Details

Scheme name: 3 Barnsbury Road, Warwick

Name of the strata company: 3 Barnsbury Road, Warwick

Address for service of the strata company (taken from scheme notice): 3 Barnsbury Road, Warwick WA 6024

Name of Strata Manager: Southern Strata Services

Address of Strata Manager: PO Box 690, Belmont WA 6984

Telephone/Mobile: 08 9478 6881

Email: _____

The status of the scheme is:

- ☐ proposed
- ☑ registered

The scheme type is:

- ☑ strata
- ☐ survey-strata

The tenure type is

- ☑ freehold
- ☐ leasehold

~~For leasehold only:~~

The scheme has a term of ____ years ____ months ____ days commencing on registration of the scheme _____

If there is a registered scheme notice, the expiry day for the leasehold scheme is _____

For any attachments, please include the attachment number in the column titled 'Att.' on the right-hand side of this document.

Att.

Scheme Documents (must be attached)

Schemes created on or after 1/5/2020 must provide a copy of the scheme notice. Schemes created before 1/5/2020 only have to provide a scheme notice if a change of scheme name or address was registered on or after 1 May 2020. ____

A copy of the scheme plan showing the exact location and definition of the lot Att 1

A copy of the scheme by-laws Att 3

A copy of the scheme by-laws made but not yet registered by the Registrar of Titles at Landgate ____

Do the scheme by-laws include staged subdivision by-laws ☐ no ☐ yes

☐ If yes, they are included with this form ____

☐ If yes, they are not included but a notice concerning staged subdivision by-laws that are spent has been provided

A copy of the schedule of unit entitlements showing the unit entitlement of the lot AND sum of unit entitlements of all the lots in the scheme Att 2

If this is a leasehold lot, a copy of the strata lease for the lot ____

Additional comments: _____

Minutes (choose one option)

☒ A copy of the minutes of the most recent annual general meeting and any subsequent extraordinary general meeting(s) Att 4

☐ A statement that the strata company does not keep minutes of its meetings* ____

☐ A statement of why the seller has been unable to obtain the minutes ____

Additional comments: _____

Statement of accounts (choose one option)

☒ The statement of accounts last prepared by the strata company Att 5

☐ A statement that the strata company does not prepare a statement of accounts* ____

☐ A statement of why the seller has been unable to obtain a statement of accounts ____

** Note that section 140(1) sets out that 2-lot schemes are not required to keep minutes or statements of account, and section 140(3) provides that 3, 4 and 5-lot schemes are allowed to have a by-law exempting them from these requirements. If this applies to the scheme, write that down in these fields.*

Additional comments: _____

Termination proposal

Has the seller received a copy of any notice from the strata company in relation to any current termination proposal for the scheme? ☒ no ☐ yes

If yes, attach a copy. **Att.** _____

Lot information (choose all that apply)

☑ This lot is on a registered scheme plan

☐ This lot has not yet been created

☐ This lot is a leasehold strata expiring on _____
(being the expiry day of the scheme set out in the scheme notice)

Street address of the lot (if known)
3 Barnsbury Road, Warwick WA 6024

Lot 4 on scheme plan no. 80021

(The lot owner will also own a share in the common property of the scheme)

Voting right restrictions

Does the contract contain any voting right restriction which has the meaning in regulation 103 of the *Strata Titles (General) Regulations 2019*? * ☑ no ☐ yes

If yes, describe the restriction _____

** A voting right restriction includes if the contract requires the buyer to grant an enduring proxy or power of attorney to the seller.*

Exclusive use by-laws

This lot is a 'special lot', subject to exclusive use by-laws giving exclusive use of an area of common property ☑ no ☐ yes

If yes, please give details _____ _____

Strata levy/contributions for the lot (choose one option)

(Local government rates are payable by the lot owner in addition to the strata levy/contributions)

☒ Contributions that have been determined within the previous 12 months

☐ If not determined, estimated contributions for 12 months after proposed settlement date

	Actual ($)	**OR**	**Estimated ($) 12 months after the proposed settlement date**
Administrative fund:	566.42		_____
Reserve fund:	30.63		_____
Other levy (attach details)	_____		_____

Att 6

☒ Actual ☐ Estimated total contribution for the lot $ 597.05

Payable ☐ annually ☐ bi-annually ☒ quarterly ☐ other: _____

Due dates $597.05 on 1/09/2025 $597.05 on 1/03/2026
$597.05 on 1/12/2025 $597.05 on 1/06/2026

Strata levy/contributions/other debts owing

If the seller has a debt owed to the strata company, the total amount owing is $ N/A

If the seller has a debt owed to a utility company, the total amount owing is $ _____

Details of who is owed, how the debt arose, date on which it arose and the amount outstanding is attached. ____

Additional comments: _____

Scheme developer specific information

Information specific to the sale of a strata lot - only to be **completed if the seller of the lot is a scheme developer** **Att.**

The scheme developer is defined as:

- The registered owner(s) of a lot(s) before it is subdivided by a strata titles scheme
- The registered owner/s of a lot in a staged strata development that is to be subdivided by the registration of an amendment of scheme to which staged subdivision by-laws apply

This part applies where the seller of the lot is a scheme developer in any of the following circumstances:

- The scheme has not been registered
- The first annual general meeting of the strata company has not been held
- The scheme developer owns 50% or more of the lots
- The scheme developer owns lots with an aggregate unit entitlement of 50% or more of the sum of the unit entitlements of all lots in the scheme

Statement of estimated income and expenditure

A statement of the estimated income and expenditure of the strata company for the 12 months after the proposed settlement date is attached. ____

Additional comments: _____

Agreements for amenity or service

Are there any current or proposed contracts for the provision of any amenity or service to the proposed strata company/strata company or members of the strata company entered into or arranged by the scheme developer? ☐ no ☐ yes

If yes, attach details including terms and conditions, the consideration and estimated costs to members of the strata company ____

Additional comments: _____

Lease, licence, exclusive right or use and enjoyment or special privilege over common property

Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property? ☐ no ☐ yes

If yes, attach details including terms and conditions. ____

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit? ☐ no ☐ yes

Is there any other direct or indirect pecuniary interest the scheme developer and/or their associate has in the contract, lease or licence other than as a member of the strata company? ☐ no ☐ yes

If yes, attach details of any remuneration, other benefit and/or pecuniary interest disclosed in accordance with s.79 of the Act, including its value. ____

Additional comments: _____

Acknowledgement by seller and buyer

The statements by the seller and buyer relate to the following precontractual disclosures:

- **Part A, general information about strata titles schemes.** This information can be included in a form that is separate from the rest of the contract; and
- **Part B, information specific to the sale of a strata lot.** This information can be included in a separate form, or within the contract in a prominent position.
  Both the Part A and Part B disclosures can be provided electronically if the buyer has consented to this.

Statement by the seller(s) / seller's representative

☒ **I** / ☐ **We**[1], hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature mjmorey

Name **Mariah Jayde Morey**

Date 29/04/2026

Signature _____

Name _____

Date _____

Statement by the buyer(s) / buyer's representative

☐ **I** / ☐ **We**[1], the buyer/s, acknowledge that ☐ **I** / ☐ **we**[1] received Part A and Part B of the required precontractual disclosures before ☐ **I** / ☐ **We**[1] signed the contract of sale.

☐ **I** / ☐ **We**[1] understand that the disclosures given by the seller(s) or by the seller's representative are not an offer or a contract to purchase a lot (though they may be included in such contract) but only provide information to ☐ **me** / ☐ **us**[1].

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

[1] Select one.

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STRATA PLAN 80021

SHEET 1 OF 3 SHEETS

PLAN OF
LOT 22 ON PLAN 9498

CERTIFICATE OF TITLE
Volume: 495 Folio: 200A

LOCAL GOVERNMENT
CITY OF JOONDALUP

FIELD RECORD: 146936

NAME OF SCHEME
3 BARNSBURY ROAD, WARWICK

ADDRESS OF PARCEL
3 BARNSBURY ROAD, WARWICK WA 6024

MANAGEMENT STATEMENT YES ◉ NO ○

SURVEYOR'S CERTIFICATE - Reg 54

I, JASON IVES h ereby certify that this plan is accurate and is a correct representation of the -
(a) *survey; and
(b) *calculations from measurements recorded in the field records,
(*delete if inapplicable)
undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged

Jason Ives 2019.02.20 14:56:32 +08'00'
LICENSED SURVEYOR DATE

LODGED
21-Dec-18
DATE FEE PAID ASSESS No.

G.FONG EXAMINED 25-Feb-19
DATE

WESTERN AUSTRALIAN PLANNING COMMISSION
W.A.P.C. REF:
Certificate of Approval of W.A.P.C. under Section 25B(2) of *Strata Titles Act 1985*
Delegated under S.16 P&D Act 2005 DATE

PLAN APPROVED
21-Mar-19
INSPECTOR OF PLANS AND SURVEYS (S.18 Licensed Surveyors Act 1909) DATE

IN ORDER FOR DEALINGS
SUBJECT TO:
Lodgement of Management Statement
21-Mar-19
FOR REGISTRAR OF TITLES DATE

REGISTERED
O086281
APPLICATION
21.3.2019
DATE REGISTRAR OF TITLES SEAL

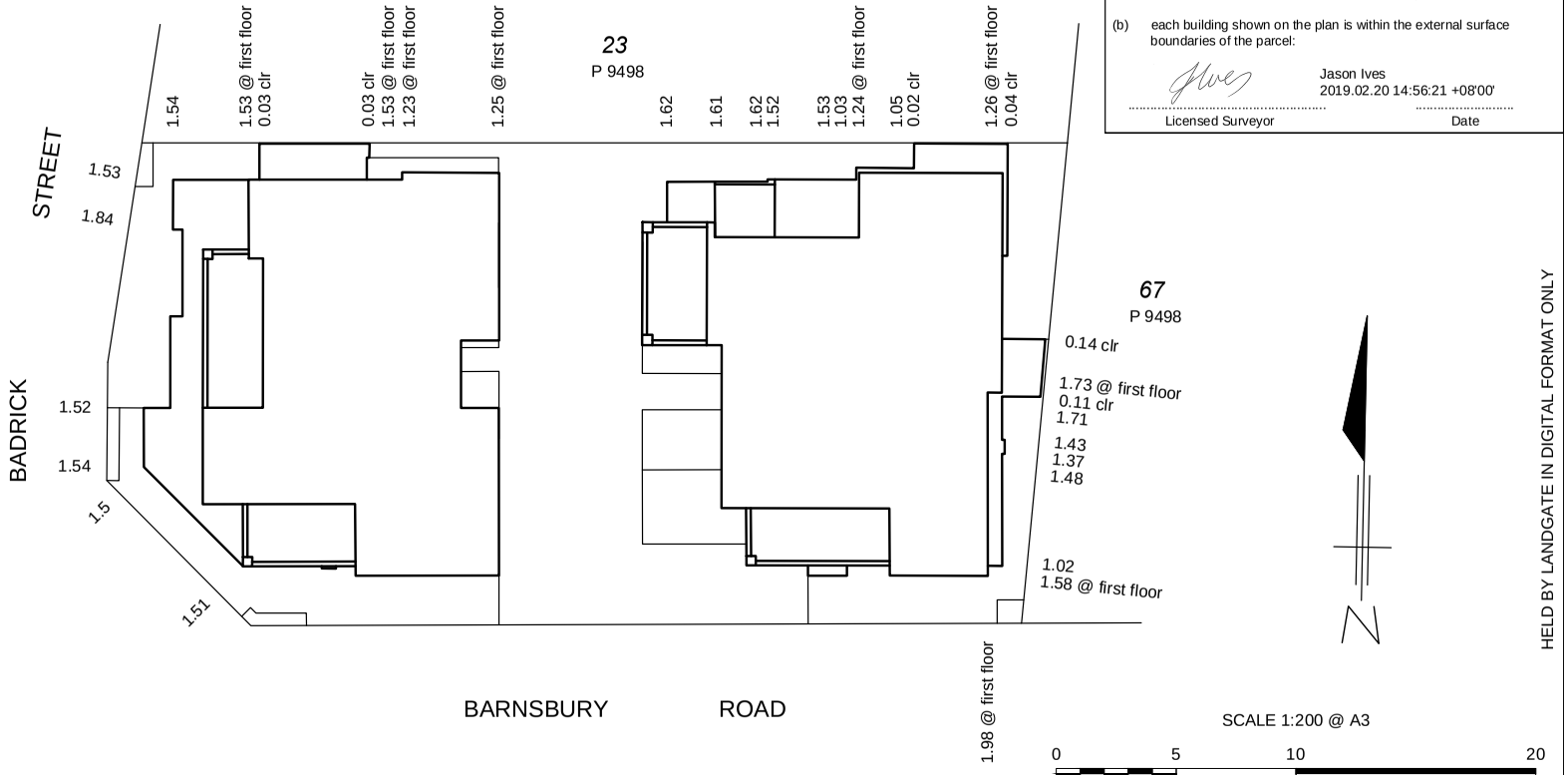
GOVERNMENT OF WESTERN AUSTRALIA
Landgate

VER.	AMENDMENT	AUTHORISED BY	DATE
2	CHANGE OF ADDRESS	J. IVES	20-02-2019

THE LAND DIVISION
PLANNING | SURVEYING | DESIGN
PO BOX 2444, MALAGA, WA 6090
T: 9209 3232 | F: 9249 2551
E: INFO@LANDDIVISION.COM.AU
REF: 16-7244 JI/AK 20-02-2019

LOCATION PLAN

LIMITED IN DEPTH TO 12.19 METRES



SCALE 1:200 @ A3

0 5 10 20

ALL DISTANCES ARE IN METRES

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FORM 5
Strata Titles Act 1985
Section 5B(1), 8A, 22(1)

DESCRIPTION OF PARCEL & BUILDING

TWO DOUBLE STOREY PARTLY RENDERED BRICK AND METAL BUILDINGS COMPRISING EIGHT RESIDENTIAL UNITS SITUATED ON LOT 22 ON PLAN 9498

POSTAL ADDRESS: 3 BARNSBURY ROAD, WARWICK WA 6024

CERTIFICATE OF LICENSED SURVEYOR

I, JASON IVES, being a licensed surveyor registered under the Licensed Surveyors Act 1909 certify that in respect of the strata plan which relates to the parcel and building described above (in this certificate called "the plan"):-

(a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and

(b) each building shown on the plan is within the external surface boundaries of the parcel:

Jason Ives 2019.02.20 14:56:21 +08'00'
Licensed Surveyor Date

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS

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STRATA PLAN
80021
SHEET 2 OF 3 SHEETS

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E: INFO@LANDDIVISION.COM.AU
REF: 16-7244 JI/AK 20-02-2019

SCALE 1:150 @ A3
0 5 10 20
ALL DISTANCES ARE IN METRES

THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985.

THE STRATUM OF THE PARTS OF THE LOTS EXTERNAL TO THE BUILDING EXTENDS FROM 2 METRES BELOW THE UPPER SURFACE OF THE FLOOR OF THE RESPECTIVE ADJOINING UNIT TO THE UNDER SURFACE OF THEIR CEILING OR, WHERE NOT COVERED, THE PROLONGATION OF THE UNDER SURFACE OF THE CEILING OF THE RESPECTIVE ADJOINING UNIT.

THE STRATUM OF THE PART LOTS DENOTED AS 'CARBAY' EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDER SURFACE OF THE CEILING ABOVE OR WHERE NOT COVERED THE PROLONGATION OF SAID SURFACE.

ALL WALLS EXTERNAL TO THE BUILDING ARE COMMON PROPERTY.

ALL ANGLES ON THE PLAN ARE 90° UNLESS DEFINED BY STRUCTURES, PARCEL BOUNDARIES OR OTHERWISE STATED.

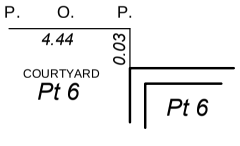
ALL MEASUREMENTS ARE TO THE EXTERNAL SURFACES OF THE BUILDING UNLESS SHOWN OTHERWISE .

P.O.P. DENOTES PERIMETER OF PARCEL .
P DENOTES PILLAR - PILLARS ARE COMMON PROPERTY.
(CP) DENOTES COMMON PROPERTY.

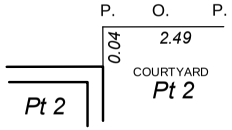
FOR THE OTHER PARTS OF LOTS 3,4,7 AND 8 SEE SHEET 3.

GROUND FLOOR PLAN

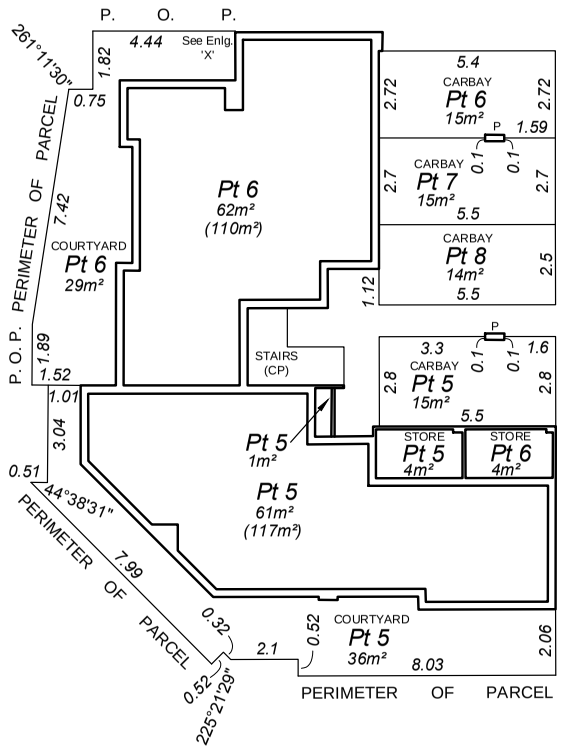
ENLARGEMENT 'X'
NOT TO SCALE

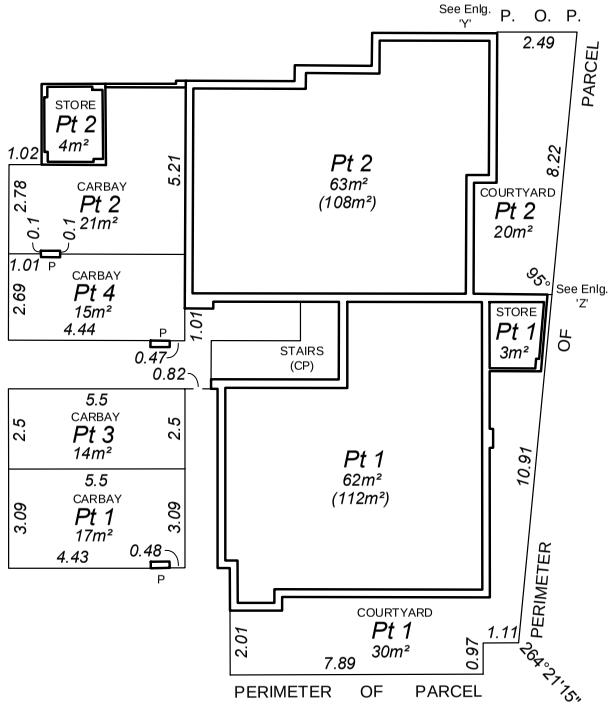


ENLARGEMENT 'Y'
NOT TO SCALE

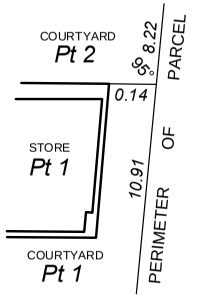


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ENLARGEMENT 'Z'
NOT TO SCALE





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STRATA PLAN
80021
SHEET 3 OF 3 SHEETS

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E: INFO@LANDDIVISION.COM.AU
REF: 16-7244 JI/AK 20-02-2019

SCALE 1:150 @ A3

0 5 10 20

ALL DISTANCES ARE IN METRES

THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985.

THE STRATUM OF LOTS DENOTED AS 'BALCONY' EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILING.

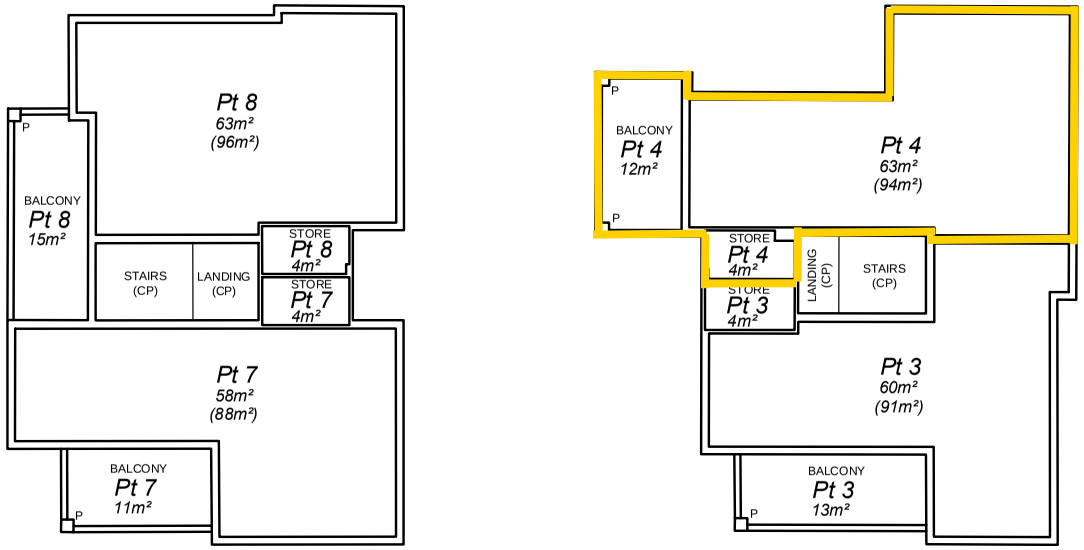
THE BOUNDARY OF THE BALCONY PART LOTS EXTENDS FROM THE OUTER SURFACE OF THE BUILDING WALLS TO THE INNER SURFACE OF THE WALLS ENCLOSING THEM.

ALL WALLS EXTERNAL TO THE BUILDINGS ARE COMMON PROPERTY.

P DENOTES PILLAR - PILLARS ARE COMMON PROPERTY.
(CP) DENOTES COMMON PROPERTY.

FOR THE OTHER PARTS OF LOTS 3,4,7 AND 8 SEE SHEET 2.

FIRST FLOOR PLAN



HELD BY LANDGATE IN DIGITAL FORMAT ONLY

Attachment 1

Attachment 2

FORM 3

STRATA PLAN No.				80021	
Schedule of Unit Entitlement		Office Use Only Current Cs of Title		Schedule of Unit Entitlement		Office Use Only Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
1	51						
2	51						
3	49						
4	49						
5	51						
6	51						
7	49						
8	49						
				Aggregate	400		

DESCRIPTION OF PARCEL AND BUILDING

Two double storey partly rendered brick and metal buildings comprising 8 Residential Units situated on Lot 22 on Plan 9498. The address is 12 Badrick Street, Warwick, WA, 6024.

CERTIFICATE OF LICENSED VALUER
STRATA

I, **Darren Starcevich**, being a Licensed Valuer licensed under the *Land Valuers Licensing Act 1978* certify that the unit entitlement of each lot (in this certificate, excluding any common property lots), as stated in the schedule bears in relation to the aggregate unit entitlement of all lots delineated on the plan a proportion not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 14 (2a) of the *Strata Titles Act 1985*) of that lot bears to the aggregate value of all the lots delineated on the plan.

06-Dec-2018
Date

Digitally signed by
Darren Starcevich
AAPI Licensed Valuer
No. 44415
Signed

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Landgate
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FORM 26

WAPC Ref. **STRATA PLAN NO 80021**

Strata Titles Act 1985

Sections 25(1), 25(4)

CERTIFICATE OF GRANT OF APPROVAL BY WESTERN AUSTRALIAN PLANNING COMMISSION TO STRATA PLAN

It is hereby certified that the approval of the Western Australian Planning Commission has been granted pursuant to section 25(1) of the *Strata Titles Act 1985* to —

*(i) the *Strata Plan~~/plan of re-subdivision/plan of consolidation~~ submitted on 21-02-2019 and relating to the property described below;

~~*(ii) the sketch submitted on ..... of the proposed *subdivision of the property described below into lots on a Strata Plan/re-subdivision / consolidation of the lots on the Strata Plan specified below, subject to the following conditions~~

Property Description: Lot (or Strata Plan) No. LOT 22 ON PLAN 9498

Location 3 Barnsbury Road

Locality Warwick

Local Government CITY OF JOONDALUP

Lodged by: THE LAND DIVISION

Date: 15-Jan-19

PLANNING SERVICES
City of Joondalup

For Chairman, Western Australian Planning Commission

20 March 2019
Date

(*To be deleted as appropriate.)

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PERMIT FORM BA12

Occupancy Permit - Strata

Western Australian Building Act 2011, s.50, s.61
Building Regulations 2012, r.4

OFFICE USE ONLY

Permit number: OP19/0009

This form is for the purposes of the *Building Act 2011*, s.50 and the *Strata Titles Act 1985*, s.5B(2)(a) & 8A(f)(i)

1. Details of building or structure

Certificate of Title	Volume 495	Folio 200A	
Lot on survey	22 on Plan 9498		
Strata Plan Number	80021	Land being re-subdivided (if applicable)	
Property street address	3 Barnsbury Road WARWICK WA 6024		
Description of building	Multiple Dwellings – 8 Sole Occupancy Units		
Main BCA class of the building	2	Secondary BCA class (for multi-purpose buildings)	
Use(s) of building	Residential	Each restriction on use (if applicable)	

2. Permit Details

This occupancy permit is for: ☒ Whole of building ☐ Part of building

Details Multiple Dwellings – 8 Sole Occupancy Units

Western Australian Planning Commission approval required ☒ Yes ☐ No

All requirements including those for encroachments under s.76 of the *Building Act 2011*, in addition to those covered in the certificate of building compliance, have been met to the satisfaction of the permit authority.

This occupancy permit is for the purpose of lodging a strata plan for registration or to re-subdivide a strata scheme under the *Strata Titles Act 1985*.

	Name: (print)	*Signature:*	*Date:*
Issuing officer	*TANYA SCARCE*		***24/01/2019***

Title *Senior Building Surveyor*

Permit authority ***City of Joondalup***

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FORM 8

ANNEXURE 'A' OF STRATA PLAN NO. 80021 REGISTRAR OF TITLES

SCHEDULE OF DEALINGS

Dealings registered or recorded on Strata Plan	Instrument				Signature of Registrar of Titles
	Nature	Number	Registered	Time	

SCHEDULE OF ENCUMBRANCES ETC.

Instrument		Particulars	Registered	Signature of Registrar of Titles	Cancellation				Signature of Registrar of Titles
Nature	Number				Nature	Number	Registered	Time	
STATEMENT	O086280	MANAGEMENT STATEMENT	21.3.2019						

Note: Entries may be affected by subsequent endorsements.

www.landgate.wa.gov.au

Strata Plan 80021

Lot	Certificate of Title	Lot Status	Part Lot
1	2963/432	Registered	
2	2963/433	Registered	
3	2963/434	Registered	
4	2963/435	Registered	
5	2963/436	Registered	
6	2963/437	Registered	
7	2963/438	Registered	
8	2963/439	Registered	

Attachment 3

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STRATA TITLES ACT 1985

SCHEDULES

SCHEDULE 1 & SCHEDULE 2 (s39)

Schedule 1 — Governance by-laws

[Heading inserted by No. 30 of 2018 s. 86.]

[Part I heading deleted by No. 58 of 1995 s. 87(1).]

1. Duties of owner

(1) The owner of a lot must —

(a) immediately carry out all work that may be ordered under a written law in respect of the lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;

(b) maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.

(1A) The owner of a lot must —

(a) notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and

(b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

[Clause 1 amended by No. 58 of 1995 s. 87(2); No. 14 of 1996 s. 4; No. 74 of 2003 s. 112(15); No. 30 of 2018 s. 87.]

[**2.** Deleted by No. 30 of 2018 s. 88.]

3. Power of strata company regarding submeters

(1) If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding $200 and, if any amount so paid is applied by the strata company under sub-bylaw (3), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-bylaw, the strata company may require.

(2) The strata company must lodge every sum received under this by-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.

(3) If the owner or occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.

(4) If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

[Clause 3 amended by No. 26 of 1999 s. 104; No. 74 of 2003 s. 112(16); No. 30 of 2018 s. 89.]

4. Constitution of council

(1) The powers and duties of the strata company must, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.

(2) Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.

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(3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.

(4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.

(6) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is 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 is the nominee.

(8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.

(9) A member of the council vacates office as a member of the council –

(a) if the member dies or ceases to be an owner or co-owner of a lot; or

(b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or

(c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or

(d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or

(e) if the member is removed from office under sub-bylaw (8); or

(f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.

(10) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-bylaw (9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

Note for this sub-bylaw: By-law 6(3A) provides for the filling of vacancies in the offices of chairperson, secretary and treasurer.

(11) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.

(12) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.

(13) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

[Clause 4 amended by No. 30 of 2018 s. 90.]

5. Election of council at general meeting

The procedure for nomination and election of members of a council must be in accordance with the following rules –

(1) The meeting must determine, in accordance with the requirements of by-law 4(3) the number of persons of whom the council is to consist.

(2) The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.

(3) A nomination is ineffective unless supported by the consent of the nominee to the 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.

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(4) When no further nominations are forthcoming, the chairperson –

(a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4(3), must declare those candidates to be elected as members of the council;

(b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.

(5) If a ballot is to be held, the chairperson must –

(a) announce the names of the candidates; and

(b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.

(6) A person who is entitled to vote must complete a valid ballot form by –

(a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and

(b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and

(c) signing the ballot form; and

(d) returning it to the chairperson.

(7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.

(8) Subject to sub-bylaw (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 4(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.

(9) If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw (8) and –

(a) that number equals the number of votes recorded in favour of any other candidate; and

(b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

[Clause 5 amended by No. 74 of 2003 s. 112(17)-(19); No. 30 of 2018 s. 91.]

6. Chairperson, secretary and treasurer of council

(1) The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.

(2) A person –

(a) must not be appointed to an office referred to in sub-bylaw (1) unless the person is a member of the council; and

(b) may be appointed to 1 or more of those offices.

(3) A person appointed to an office referred to in sub-bylaw (1) holds office until the first of the following events happens –

(a) the person ceases to be a member of the council under by-law 4(9);

(b) receipt by the strata company of a written notice of the person's resignation from that office;

(c) another person is appointed by the council to hold that office.

(3A) The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-bylaw (1), other than a vacancy arising under by-law 4(9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

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(4) The chairperson is to preside at all meetings of the council but, if the chairperson is absent from, or is unwilling or unable to preside at, a meeting, the members of the council present at that meeting can appoint 1 of their number to preside at that meeting during the absence of the chairperson.

[Clause 6 amended by No. 30 of 2018 s. 92.]

7. Chairperson, secretary and treasurer of strata company

(1) Subject to sub-bylaw (2), the chairperson, secretary and treasurer of the council are also respectively the chairperson, secretary and treasurer of the strata company.

(2) A strata company may at a general meeting authorise a person who is not an owner of a lot to act as the chairperson of the strata company for the purposes of that meeting.

(3) A person appointed under sub-bylaw (2) may act until the end of the meeting for which the person was appointed to act.

[Clause 7 inserted by No. 58 of 1995 s. 87(3); amended by No. 74 of 2003 s. 112(20); No. 30 of 2018 s. 93.]

8. Meetings of council

(1) At meetings of the council, all matters must be determined by a simple majority vote.

(2) The council may –

(a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by the member specifying in the notice the reason for calling the meeting; or

(b) employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.

(3) A member of a council may appoint an owner of a lot, or an individual authorised under the *Strata Titles Act 1985* section 136 by a corporation which is the owner of a lot, to act in the member's place as a member of the council at any meeting of the council.

(4) An owner of a lot or individual may be appointed under sub-bylaw (3) whether or not that person is a member of the council.

(5) If a person appointed under sub-bylaw (3) is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.

[Clause 8 amended by No. 30 of 2018 s. 94.]

9. Powers and duties of secretary of strata company

The powers and duties of the secretary of a strata company include –

(a) the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting; and

(b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and

(c) the supply of information on behalf of the strata company in accordance with the *Strata Titles Act 1985* sections 108 and 109; and

(d) the answering of communications addressed to the strata company; and

(e) the calling of nominations of candidates for election as members of the council; and

(f) subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and

(g) the convening of meetings of the strata company and of the council.

[Clause 9 amended by No. 30 of 2018 s. 95.]

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10. Powers and duties of treasurer of strata company

The powers and duties of the treasurer of a strata company include –

(a) the notifying of owners of lots of any contributions levied under the Strata Titles Act 1985; and

(b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company; and

(c) the preparation of any certificate applied for under the *Strata Titles Act 1985* section 110; and

(d) the keeping of the records of account referred to in the *Strata Titles Act 1985* section 101 and the preparation of the statement of accounts referred to in the *Strata Titles Act 1985* section 101.

[Clause 10 amended by No. 30 of 2018 s. 96.]

[**11-15.** Deleted by No. 30 of 2018 s. 97.]

Schedule 2 – Conduct by-laws

[Heading inserted by No. 30 of 2018 s. 98.]

1. Vehicles and parking

(1) An owner or occupier of a lot must take all reasonable steps to ensure that the owner's or occupier's visitors comply with the scheme by-laws relating to the parking of motor vehicles.

(2) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the strata company.

[Clause 1 inserted by No. 30 of 2018 s. 99.]

2. Use of common property

An owner or occupier of a lot must –

(a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment of the common property by other owners or occupiers of lots or of their visitors; and

(b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to an occupier of another lot (whether an owner or not) or the family of such an occupier; and

(c) take all reasonable steps to ensure that the owner's or occupier's visitors do not behave in a manner likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of a person lawfully using common property; and

(d) not obstruct lawful use of common property by any person.

[Clause 2 inserted by No. 30 of 2018 s. 100.]

3. Damage to lawns etc. on common property

Except with the approval of the strata company, an owner or occupier of a lot must not –

(a) damage any lawn, garden, tree, shrub, plant or flower on common property; or

(b) use any portion of the common property for the owner's or occupier's own purposes as a garden.

[Clause 3 amended by No. 30 of 2018 s. 101.]

4. Behaviour of owners and occupiers

An owner or occupier of a lot must be adequately clothed when on common property and must not use language or behave in a manner likely to cause offence or embarrassment to an owner or occupier of another lot or to any person lawfully using common property.

[Clause 4 amended by No. 30 of 2018 s. 102.]

[**5.** Deleted by No. 30 of 2018 s. 103.]

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6. Depositing rubbish etc. on common property

An owner or occupier of a lot must not deposit or throw on that lot or any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using the common property.

[Clause 6 amended by No. 58 of 1995 s. 88(2); No. 30 of 2018 s. 104.]

7. Drying of laundry items and signage

An owner or occupier of a lot must not, except with the consent in writing of the strata company –

(a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose; or

(b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their lot in such a way as to be visible from outside the building.

[Clause 7 amended No. 30 of 2018 s. 105.] [Former By-law 8 repealed by No. 58 of 1995 s. 88(3).]

8. Storage of inflammable liquids etc.

An owner or occupier of a lot must not, except with the written approval of the strata company, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

[Clause 8, formerly by-law 9, renumbered as by-law 8 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 106.]

9. Moving furniture etc. on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless that person has first given to the council sufficient notice of their intention to do so to enable the council to arrange for its nominee to be present at the time when that person does so.

[Clause 9, formerly by-law 10, renumbered as by-law 9 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 107.]

10. Floor coverings

An owner of a lot must ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of an owner or occupier of another lot.

[Clause 10, formerly by-law 11, renumbered as by-law 10 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 108.]

11. Garbage disposal

An owner or occupier of a lot must –

(a) maintain within their lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;

(b) comply with all local laws relating to the disposal of garbage; (c) ensure that the health, hygiene and comfort of an owner or occupier of any other lot is not adversely affected by their disposal of garbage.

[Clause 11, formerly by-law 12, renumbered as by-law 11 by No. 58 of 1995 s. 88(4); amended by No. 57 of 1997 s. 115(5); No. 30 of 2018 s. 109.]

12. Additional duties of owners and occupiers

An owner or occupier of a lot must not –

(a) use the lot for a purpose that may be illegal or injurious to the reputation of the building; or

(b) make undue noise in or about the lot or common property; or

(c) keep animals on the lot or the common property after notice in that behalf given to that person by the council.

[Clause 12 inserted by No. 58 of 1995 s. 88(5); amended by No. 74 of 2003 s. 112(22); No. 30 of 2018 s. 110.]

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13. Notice of alteration to lot

An owner of a lot must not alter or permit the alteration of the structure of the lot except as may be permitted and provided for under the Act and the by-laws and in any event must not alter the structure of the lot without giving to the strata company, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

[Clause 13 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 111.]

14. Appearance of lot

An owner or occupier of a lot must not, without the written consent of the strata company, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

[Clause 14 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 112.]

15. Decoration of, and affixing items to, inner surface of lot

An owner or occupier of a lot must not, without the written consent of the strata company, paint, wallpaper or otherwise decorate a structure which forms the inner surface of the boundary of the lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if that action will unreasonably damage the common property.

[Clause 15 inserted by No. 30 of 2018 s. 113.]

Attachment 4 (1 of 2)

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
Strata Plan No. 80021

MINUTES OF 2025 ANNUAL GENERAL MEETING
Date: Tuesday 22nd July 2025 – 4:00pm
Meeting place: Online via ZOOM

WELCOME

RECORDING OF MEMBERS PRESENT, APOLOGIES, PROXIES

PRESENT

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

PRESENT BY INVITATION
K Sierociak on behalf of Southern Strata Services

PROXIES & ONLINE VOTES
K Pemberton (Lot 2) (All motions in favour with the exception of '7.6 - Abstain')

APOLOGIES

M Morey in respect of Lot 4

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 2 attending Lot & 2 x proxies.

Chairperson declared the meeting open at 4:00pm.

1. MINUTES

It was resolved that the minutes of the Annual General Meeting held 11th September 2024 be accepted as a true and correct record of the meeting.

Majority **IN FAVOUR**, therefore 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); J Homsi (Lot 6); G Murphy (Lot 7); M McCoulough-Fry (Lot 8)

3.1 NOMINATION & 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 3 owners.

Majority **IN FAVOUR**, therefore Motion: **CARRIED**

It was resolved to 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;
*unless objection received

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

Majority **IN FAVOUR**, therefore Motion: **CARRIED**

The following positions were nominated by the Chairperson;

Chairperson:	M Morey (Lot 4)
Treasurer:	G Murphy (Lot 7)
Secretary:	M McCoulough-Fry (Lot 8)

All Owners in agreeance that the positions would rotate each year if needed. Agreement that all decisions for works to be carried out would be based on a majority decision.

3.2 COUNCIL OF OWNERS BE AUTHORISED TO EXECUTE DOCUMENTS

Statutory Motion - By way of ordinary agreement, pursuant to Section 118 of the Act, it was resolved that 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 once documents have been signed by any two appointed Council Members.

Majority **IN FAVOUR**, therefore Motion: **CARRIED**

4. STRATA MANAGEMENT

4.1 RE-APPOINT SOUTHERN STRATA SERVICES

Strata Manager noted that Southern Strata Services has been managing the complex since September 2019. 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 July 2025** at an annual fee for the first year of the reappointment of $4,300.00 per annum (Exclusive of GST). The above fee to include postage and petties and duties undertaken with council authority which are not standard duties as expressed in the management authority and at charges approved by the council.

Majority **IN FAVOUR**, therefore Motion: **CARRIED**

G Murphy (Lot 7) & M McCoulough-Fry (Lot 8) appointed to sign off on the Management Contract on behalf of Owners.

4.2 RATIFIES CONTRACT & APPROVED THE COO

Statutory Motion - By way of ordinary agreement; It was resolved that the Standard Management Agreement and Disclosure document be utilised and shall be executed by the strata company with the signature of two Council members and application of the strata company seal.

Majority **IN FAVOUR**, therefore Motion: **CARRIED**

BUSINESS AS PER BY-LAWS

5. FINANCIAL STATEMENTS

It was resolved that the financials presented ending the 30/06/2025 be accepted as a true and correct record for the Strata Company.

Majority **IN FAVOUR**, therefore Motion: **CARRIED**

The Strata Manager reported that the current bank balance (as at 21/07/2025) is:

ADMIN	$ 271.08
SINKING	$8,220.28
TOTAL FUNDS	**$8,491.36**

Strata Manager confirmed an approved Administration budget of $18,151.00 inc. GST, in this financial period, compared to a spend of $14,656.31 inc. GST. Further, Strata Manager confirmed an approved Reserve budget of $0.00 inc. GST, in this financial period, compared to a spend of $0.00 inc. GST. Strata Manager confirmed all compliance had been carried out in terms of taxation requirements.

The Strata Company has come under budget. Thanks given to all Owners for their ongoing management of the Budget.

Strata Manager confirmed 1 x lot in arrears:

Lot 1	R Rocca	Paid to 31/05/2025	$631.12

SPECIAL BUSINESS

6. INSURANCE

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

Majority **IN FAVOUR**, therefore Motion: **CARRIED**

A summary of current details are:

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

Key points of the current Building Insurance are;

(i)	Building Sum Insured	$2,524,725.00
(ii)	Public Liability	*$20,000,000.00*
(iii)	Insurance Premium for the current cover was	$5,602.00

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. Based on this, a valuation should be carried out in 2026 & therefore should be considered in the 2026 AGM proposed Budget.

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.

AND

It was agreed by all Owners present that the Owners should do one final check for defects within their apartments. Claim was made to QBE with the following response: **March 2025**

We confirm that we have given a thorough consideration to your recent application to claim under the above Residential Builders Warranty Insurance Certificate. Unfortunately, we are unable to accept your claim on this occasion based on the below information. Please read through this letter carefully and should you have any questions regarding the content, contact the writer at your convenience.

DETAILS OF YOUR CLAIM

Landflow attended the premises for the purposes of conducting a review of the raised defects, notably cracking throughout the units. Upon assessment, no cracking was measured more than 1mm, therefore Landflow was unable to attribute defective or warrantable works to the Insured builder.

CONCLUSION

Based on the information provided and obtained, we are unable to attribute defective work to the Insured builder.

7. GENERAL BUSINESS

7.1 CONSOLIDATION OF BY LAWS

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.

It was resolved that no further action was needed.

Majority **IN FAVOUR**, therefore Motion: **CARRIED**

7.2 STRATA MANAGER TO BE AUTHORISED TO EXECUTE BY-LAW CONSOLIDATION

By way of ordinary resolution, pursuant to Section 118 of the Act, 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 2025/2026. It is important to note that the strata manager will not be required to affix the common seal during this process.

It was resolved that no further action was needed.

Majority **IN FAVOUR**, therefore Motion: **CARRIED**

The purpose of this motion is to streamline the process of adopting and lodging the by-law consolidation for the Strata Company during the 2025/2026 period. By authorising the strata manager

as the sole authorised 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 bylaw consolidation and does not grant the strata manager any additional signing authority beyond this scope.

7.3 ROUTINE SERVICES

Strata Manager provided an overview on all current services:

Gardening	Carried out by Maher Landscaping Meeting approves change of contractor should the Council of Owners decide to do so. Reiterate current agreement; It was also noted, that all purchases from the Strata Company remain the ownership (for use and control) of the Strata Company & residents. ➢ 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 no objections received, proceed to purchase and reimbursement
Fire Services	Carried out per Australian Standards
Pest Control	Common area pest treatment (spiders, ants, cockroaches) carried out July 2025, due November 2025 (2 x annual).
Termite Inspections	Inspection to storerooms / common areas & roof spaces carried out – next due 2026.
Gutter Cleaning	Deferred to 2026 AGM
Window Cleaning	Deferred to 2026 AGM
Pressure Cleaning	Deferred to 2026 AGM

Units 3 & 7 have barge / scribe boards that may require repair or maintenance in the future.

Access for Mandatory Services - Reminder Process

To ensure cost-efficient contractor attendances and compliance with our obligations under the *Strata Titles Act 1985 (WA)*, the Strata Manager will implement the following reminder process for mandatory services requiring access to individual lots (such as termite inspections and fire door compliance checks):

Two-Reminder System:

- **First Reminder:** Minimum 7 days' advance notice
- **Second Reminder:** Issued closer to the scheduled contractor attendance date

Failure to provide access will result in the owner being required to arrange the inspection/service themselves at their cost, within a defined timeframe.

Evidence of compliance must be submitted to strata management.

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)

7.4 COMMON PROPERTY REPAIRS & MAINTENANCE

1. Completed Projects

- Unit 6 – Water ingress / plumbing repairs
- Bin Lock installed

2. In Progress Projects
Nil

3. Proposed Projects
Nil

7.5 RESIDENT OR OWNER CONCERNS

7.5.1 Air BnBs (Short Term Stays)
Register available to verify
https://www.wa.gov.au/organisation/department-of-local-government-industry-regulation-and-safety/check-if-short-term-rental-accommodation-register-stra-registered

7.5.2 Pipe
Strata Manager to provide overview of the Government incentive regarding the iPlex Piping to the Council of Owners.

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.

It was resolved that due to the age of the building, the above check was not required.

Majority **IN FAVOUR**, therefore Motion: **CARRIED**

8. EXPENDITURE BUDGET
For the period 1st July 2025 to 30th June 2026

8.1 PROPOSED ADMINISTRATION EXPENDITURE BUDGET
It was resolved that by ordinary resolution, that the proposed **Administrative Fund** expenditure budget totalling $19,451.00 inc. GST be approved.
Majority **IN FAVOUR**, therefore Motion: **CARRIED**

8.2 PROPOSED RESERVE EXPENDITURE BUDGET
It was resolved that by ordinary resolution, that the proposed **Reserve Fund** expenditure budget totalling $0.00 inc. GST be approved.
Majority **IN FAVOUR**, therefore Motion: **CARRIED**

9. DETERMINATION OF LEVY CONTRIBUTIONS
For the period 1st July 2025 to 30th June 2026

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;

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Entitlement
To be issued	1 Sep 2025	30 Nov 2025	1 Sep 2025	$4,625.00	$11.56
To be issued	1 Dec 2025	28 Feb 2026	1 Dec 2025	$4,625.00	$11.56
To be issued	1 Mar 2026	31 May 2025	1 Mar 2026	$4,625.00	$11.56
To be issued	1 Jun 2026	31 Aug 2026	1 Jun 2026	$4,625.00	$11.56
Total				$18,500.00	

to raise a total of **$18,500.00** (inc. GST) in the financial year until otherwise determined at a future General Meeting of the Strata Company.
Majority **IN FAVOUR**, therefore 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;

Levy Status	Period From	Period To	Due	Reserve Fund	Per Lot Entitlement
To be issued	1 Sep 2025	30 Nov 2025	1 Sep 2025	$250.00	$2.50
To be issued	1 Dec 2025	28 Feb 2026	1 Dec 2025	$250.00	$2.50
To be issued	1 Mar 2026	31 May 2025	1 Mar 2026	$250.00	$2.50
To be issued	1 Jun 2026	31 Aug 2026	1 Jun 2026	$250.00	$2.50
Total				$1,000.00	

to raise a total of **$1,000.00** (inc. GST) in the financial year until otherwise determined at a future General Meeting of the Strata Company.
Majority **IN FAVOUR**, therefore 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 that there would be no requirement to raise a Special Levy in the 2025/2026 Financial Year.
Majority **IN FAVOUR**, therefore 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**, therefore Motion: **CARRIED**

11. OTHER BUSINESS

Nil

12. MEETING CLOSURE

Thanks were given to all Owners for their attendance at this General Meeting. There being no further business the meeting closed at 4:24pm.

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
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 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

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

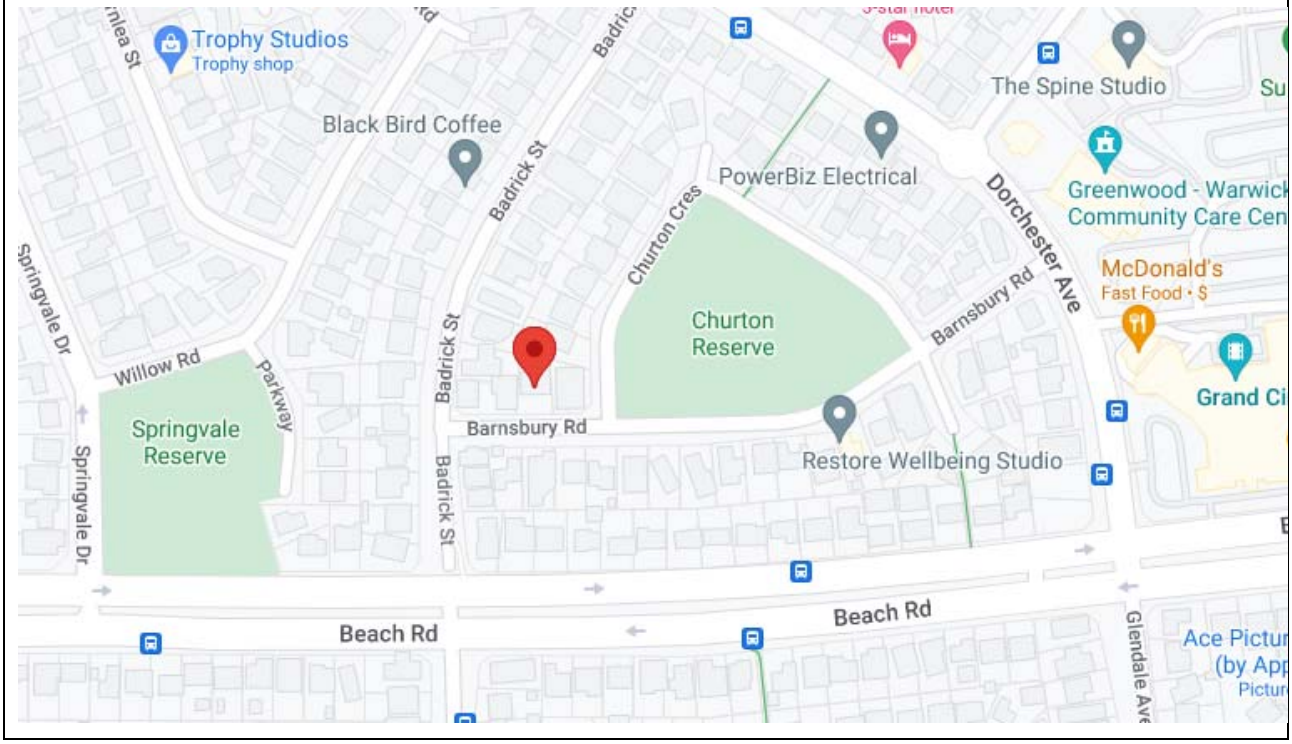
The calculated value of the building comprises of several elements:

- 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:

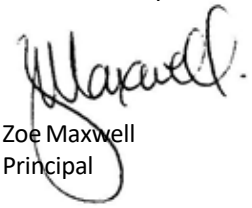
1. Southern Strata Services does not have any direct or indirect pecuniary or other interest that conflicts or may conflict with the performance of our strata management functions to you; and

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

Attachment 6 (1 of 2)

SOUTHERN STRATA SERVICES

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

Ms M Morey
Unit 4, 3 Barnsbury Road
WARWICK WA 6024

Tax Invoice

Date of Notice 03/11/2025

RE: Strata Plan 80021, Lot 4, Unit 4, 3 Barnsbury Road, WARWICK WA 6024.

LEVY NOTICE

Notice is hereby given by the proprietors of Strata Plan 80021 pursuant to Section 100 of the Strata Titles Act 1985 that the following contributions are due.

Details	Ref #	Admin Due	Reserve Due	Paid	Int Paid/ DiscTaken	Int/ Disc Due	Due Date	Total Due
Standard Levy Contribution Schedule (01/12/25 - 28/02/26)	223	$566.42	$30.63	$0.00	$0.00	$0.00	01/12/2025	**$597.05**
						Total if Paid by Due Date $597.05		
No GST has been charged.								$597.05

Please make your payment into the Body Corporate account using the payment methods listed below
Please make cheques payable to 3 Barnsbury Road SP 80021
Section 100 of the Strata Titles Act 1985 provides for Interest on unpaid levies to be charged at 11.00% p.a.
Additional administration fees will be incurred if additional reminder accounts are issued due to accounts not being paid by due date.

PLEASE NOTE; Receipts are not issued unless requested. If you require a receipt or would like your invoices emailed to you, please contact this office.

SOUTHERN STRATA SERVICES

MACQUARIE BANK

DEFT PAYMENT SYSTEMS

Ways to pay

CARD OR DIRECT DEBIT

DEFT Reference Number
23984226334897

Visit **deft.com.au** to pay by card or direct debit.
Payments may attract a surcharge.

BPAY

Biller Code: 96503
Ref: 23984226334897

Mobile & Internet Banking - BPAY
Make this payment from your preferred bank account.

POST BILLPAY

*496 239842263 34897

Pay in-store at Australia Post by eftpos or cheque.
Cheques payable to 3 Barnsbury Road SP 80021

BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518.

Attachment 6 (2 of 2)

SOUTHERN STRATA SERVICES

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

Ms M Morey
Unit 4, 3 Barnsbury Road
WARWICK WA 6024

Tax Invoice

Date of Notice 02/02/2026

RE: Strata Plan 80021, Lot 4, Unit 4, 3 Barnsbury Road, WARWICK WA 6024.

LEVY NOTICE

Notice is hereby given by the proprietors of Strata Plan 80021 pursuant to Section 100 of the Strata Titles Act 1985 that the following contributions are due.

Details	Ref #	Admin Due	Reserve Due	Paid	Int Paid/ DiscTaken	Int/ Disc Due	Due Date	Total Due
Standard Levy Contribution Schedule (01/03/26 - 31/05/26)	224	$566.42	$30.63	$0.00	$0.00	$0.00	01/03/2026	**$597.05**
						Total if Paid by Due Date $597.05		
No GST has been charged.								$597.05

Please make your payment into the Body Corporate account using the payment methods listed below
Please make cheques payable to 3 Barnsbury Road SP 80021
Section 100 of the Strata Titles Act 1985 provides for Interest on unpaid levies to be charged at 11.00% p.a.
Additional administration fees will be incurred if additional reminder accounts are issued due to accounts not being paid by due date.

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BPAY

Biller Code: 96503
Ref: 23984226334897

Mobile & Internet Banking - BPAY
Make this payment from your preferred bank account.

POST BILLPAY

*496 239842263 34897

Pay in-store at Australia Post by eftpos or cheque.
Cheques payable to 3 Barnsbury Road SP 80021

BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518.

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.