

EXCLUSIVE MANAGEMENT AGENCY AGREEMENT (OWNERS CORPORATION)

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

PARTIES

Principal	The Owners - Strata Plan No.	
	ABN / ACN	GST Registered <input type="checkbox"/> Yes <input type="checkbox"/> No
	Address (Common Property)	
	Postcode	
	Phone: Work	Mobile
	Contact Person	
	Email* (see note)	

* **Note:** By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

Agent	Oxbridge Group Pty Ltd	
	Licensee's Licence No.** (see note) 10077341	
	ABN / ACN 18 616 229 611	GST Registered <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Trading as Oxbridge Property Group	
	Address Level 5	
	616-620 Harris Street, ULTIMO, NSW	
	Postcode 2007	

Phone: Work 1300 680 690 Mobile

Email*** (see note)

** **Note:** If the Agent trades as a corporation the licensee's licence number is the corporation's licence number.
 *** **Note:** By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

AGREEMENT

Agent's Appointment and Authority

- The Agent is appointed and authorised to:
 - exclusively act on behalf of the Principal as the strata managing agent of the strata scheme; and
 - have the powers, functions, and delegated duties of the Principal set out in Schedule 1 (subject to the limitations set out in Schedule 1) necessary to perform the services pursuant to this agreement.
- The Agent warrants that the Agent is licensed as a strata managing agent under the *Property and Stock Agents Act 2002* (NSW) and that it will maintain that licence during the term of this agreement.
- The Agent and Principal agree that the Agent may from time to time delegate to the Agent's employees all or any of the authority vested in the Agent by this agreement.
- The Principal acknowledges that the Agent is not qualified to prepare a capital works fund budget for the purposes of section 80 of the *Strata Schemes Management Act 2015* (NSW) and, where the Principal declines to engage an expert pursuant to section 80(6) of that Act, it will not rely on an indicative budget prepared by the Agent.

Term (**Caution: you must carefully read section 50 of the Strata Schemes Management Act 2015 before completing clause 5**)

- This agreement commences on / / and:
 - expires on / /
 - OR**
 - expires on the date which is 3 months and 1 day after the date of the convening of the (insert relevant year) annual general meeting
 - OR**
 - ends at the close of the next annual general meeting of the Principal
 - OR**
 - may be terminated by either party giving not less than business days written notice of termination
 - OR**
 - is for a term of months / years (*cross out whichever is not applicable*) and at the expiry of this term this agreement may continue for a further term of months / years (*cross out whichever is not applicable*).

If this further term is more than 3 months, the Principal may terminate the agreement by giving 3 months' notice within that further fixed term. If the Principal terminates this agreement in this manner, the Principal shall not be subject to any penalty.
- The Agent does not have and may not exercise any of the powers, authorities, duties or functions of the Principal that are conferred on another strata managing agent appointed by the NSW Civil and Administrative Tribunal (**NCAT**) under section 237 of the *Strata Schemes Management Act 2015* (NSW). This agreement is terminated on the appointment of a strata managing agent where they are authorised to exercise or perform all of the functions of the Principal. The Agent is not entitled to any remuneration by way of commission or otherwise in respect of any period after the termination in these circumstances, nor is the Agent entitled to any payment as a result of the early termination of the agreement.
- Termination of this agreement is without prejudice to either party's rights accrued or obligations incurred prior to termination.

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Agent's Remuneration

6. For the performance of the services set out in Schedule 1 to this agreement during business hours (9am to 5pm, Monday to Friday) the Principal must pay the Agent a management fee of

\$ per month or part thereof due and payable on the first day of each month

(GST inclusive) **(Management Fee)**

7. On and from each anniversary of the commencement date of this agreement, the Management Fee, the hourly rates specified in Schedule 2 and the fees specified in Schedule 4, will be: *(tick applicable box below)*

the fee accepted by the Principal in its annual budget at the annual general meeting immediately preceding the relevant anniversary of the commencement date of this agreement

OR

increased by % per annum or as agreed in the annual budget adopted at the annual general meeting immediately preceding the relevant anniversary of the commencement date of this agreement

OR

the same proportion as any increase in the CPI since the last anniversary or, in the case of the first anniversary, since the agreement commenced, calculated by reference to the CPI published for the last quarter ending before each relevant date.

For the purposes of this clause, CPI means the Consumer Price Index (All Groups) for Sydney published by the Australian Bureau of Statistics. If the CPI ceases to exist, then it means the index determined by the President for the time being of The Real Estate Institute of New South Wales Limited, at the request of either party, as reflecting changes in the cost of living in Sydney.

8. If this agreement is terminated by the Principal for any reason prior to expiry of its term, the Management Fee for the remainder of the term will then become due and payable by the Principal to the Agent on the date of receipt of the notice of termination.
9. i Where the Agent, or the Agent's staff, are required to perform the services set out in Schedule 1 or Schedule 3 (other than Items 8 and 9 Schedule 3) outside business hours on business days (9am to 5pm, Monday to Friday), the Agent will be entitled to charge for the services of the Agent, or the relevant staff member, at the hourly rates set out in column 2 of Schedule 2 ("Fee per Hour") (GST inclusive) with respect to the services in Schedule 1 and in Schedule 3, increased by the relevant percentage set out in columns 3 to 10 of Schedule 2 ("Percentage Increase for Work Done Between the Hours of:"), payable at the same time as the Management Fee specified in clause 6.
- ii The Agent may perform the additional services set out in Schedule 3 and will be entitled to remuneration as stated in column 3 of Schedule 3 (GST inclusive) payable by the Principal at the same time as the Management Fee specified in clause 6.
- iii If the obligation under clause 71(3) of the *Strata Schemes Management Regulation 2016* (NSW) applies to the Agent, the Agent will be entitled to charge for the work necessary for the purpose of complying with that obligation as follows:
- a at the hourly rates set out in column 2 of Schedule 2 ("Fee per Hour") (GST inclusive) for work performed during business hours (9am to 5pm, Monday to Friday); and
- b where the Agent, or the Agent's staff, are required to perform the work outside of business hours (9am to 5pm, Monday to Friday), at the hourly rates set out in column 2 of Schedule 2 ("Fee per Hour") (GST inclusive), increased by the relevant percentage set out in columns 3 to 10 of Schedule 2 ("Percentage Increase for Work Done Between the Hours of:"), with such amounts being payable at the same time as the Management Fee specified in clause 6.

Note: Clause 71(3) of the *Strata Schemes Management Regulation 2016* (NSW) relates to the scenario where:

- the means of voting specified in clause 14 of that regulation are to be used to determine a matter at a relevant strata meeting (as defined under section 271 of the *Strata Schemes Management Act 2015* (NSW));
- the relevant means of voting have not, by resolution, been adopted; and
- the Agent may exercise the functions of the secretary under clauses 14-17 of the regulation.

Where clause 71(3) applies, it obliges the Agent to take reasonable steps necessary to ensure that each owner of a lot in the strata scheme or each member of the strata committee (as the case may be) can participate in and vote at the relevant strata meeting.

Disbursements from Principal's Monies

10. In the course of performing the services pursuant to this agreement and its powers, functions and delegated duties, unless the Principal instructs the Agent in writing otherwise, the Agent is authorised and instructed to pay the following from monies received on behalf of the Principal:

- i accounts for repairs and maintenance
- ii outstanding charges for services including, but not limited to, fuel, gas or electricity
- iii insurance premiums, and excesses
- iv maintenance service costs including, but not limited to, caretaking, cleaning, gardening, pool service, pest control and lawn mowing
- v maintenance contracts for facilities installed including, but not limited to, lifts and air conditioning
- vi the Agent's fees and disbursements in respect of clauses 6, 8 and 9, and Schedules 1 and 3
- vii audit, accountancy fees and bank fees and charges (other than audit fees incurred pursuant to the requirements of the *Property and Stock Agents Act 2002* (NSW))
- viii any costs associated with or in connection with the registration of lifts or swimming pools, obtaining certificates or preparing and lodging applications to Government agencies
- ix NCAT fees
- x Sheriff's fees

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xi any other expenses approved by the Principal or its Strata Committee, or a member of the Strata Committee, whether such a request is made orally or in writing

xii

xiii

Statement of Account

11. i The Agent will render a: *(tick applicable box below)*

quarterly

OR

six monthly

statement accounting for monies received and expenses incurred on behalf of the Principal including fees and charges retained in respect of services performed for the Principal.

ii The funds of the Principal will be held by the Agent in such accounts as may be required by the *Property and Stock Agents Act 2002 (NSW)* and the *Strata Schemes Management Act 2015 (NSW)*.

GST

12. Any amounts referred to in this agreement which are payable by the Principal to the Agent in respect of services provided by the Agent under this agreement, including reimbursement of expenses, are expressed as inclusive of the Goods and Services Tax (GST), at the rate of 10%. If that rate is increased or decreased, the parties agree that any amounts referred to in this agreement will be varied accordingly.

Agent's Indemnity, Liability and Release

13. The Principal will hold harmless and keep indemnified the Agent against, and releases the Agent from, all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Agent in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of the Agent. This indemnity includes the Agent's legal and other costs on a solicitor-client indemnity basis and any excess payable under professional indemnity insurance but does not extend to any liability to pay a fine that arises by virtue of section 57(1) of the *Strata Schemes Management Act 2015 (NSW)*.

14. Without limiting clause 13, the Agent is not responsible for any loss or damage occasioned to, or suffered by, the Principal or the Common Property by the exercise of or failure to exercise any discretion or authority relating to any function conferred on the Agent in this agreement, except to the extent, if any, caused by the Agent's negligence or fraud.

Financial, Investment, Taxation and Other Advice

15. **WARNING:** The Principal acknowledges that any financial, investment, taxation or other advice provided by the Agent to the Principal is of a general nature only whose preparation does not take into account the individual circumstances, objectives, financial situation or needs of the Principal. The Principal is advised to consult with their own independent financial, investment and/or taxation advisor other appropriately qualified expert.

Work, Health and Safety

16. i The Principal acknowledges that, at all material times:

- a the Principal has sole management and control of the Common Property, to the exclusion of the Agent;
- b the Agent acts under the direction, management and control of the Principal in carrying out the Agent's management and other obligations under this agreement and in doing so, the Agent is authorised to carry out relevant checks and to request and collect relevant documentation from such contractors on behalf of the Principal;
- c the Principal is the person conducting a business or undertaking for the purposes of all work, health and safety laws, regulations and other requirements; and
- d in any contracts associated with repairs and maintenance of the Common Property, the Agent acts on the Principal's behalf and the Principal and contractor are the contracting parties.

ii The Principal shall be responsible for ensuring that the structure of the Common Property is safe and has been maintained to appropriate standards. This includes, but is not restricted to, ensuring the appropriate safety and control in accordance with all environmental and work, health and safety laws, regulations and other requirements, of:

- a any asbestos contamination or hazardous material in the Common Property or on the land;
- b any building maintenance units, points of attachment and other fixtures for the purpose of external maintenance (e.g. window cleaning);
- c electrical circuitry including electrical installations, light and power outlets;
- d any fitted plant and substances including lead paint;
- e any confined space including lifts and lift wells; and
- f any walls, barricades, hoardings, stairs and railings that may pose a fall hazard.

iii The Principal acknowledges, so far as reasonably practicable, that the Principal has thoroughly inspected the Common Property prior to the appointment of the Agent and that the Common Property is: *(tick applicable box below)*

without risk to work, health and safety

OR

subject to the risks and controls as advised by the Principal to the Agent in writing.

Privacy

17. i The *Privacy Act 1988 (Cth)* (the **Privacy Act**) allows personal information to be collected, held, used and disclosed for the purposes for which it was collected as notified to users, and otherwise in accordance with the Privacy Act.

ii This clause outlines how the Agent collects, holds, uses and discloses the Principal's personal information (as that term is defined in the Privacy Act). This clause only applies to the extent the Agent collects, holds, uses and discloses personal information.

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- iii The Agent may collect, hold, use and disclose personal information the Principal provides the Agent in connection with this agreement or collected from other sources for the following purposes: (a) identifying and verifying the Principal and the Premises; (b) liaising and exchanging information with the Principal and the Agent's or Principal's legal and other advisors in relation to or in connection with this agreement; (c) managing this agreement, the Common Property and the Principal including (without limitation) the collection of strata levies on behalf of the Principal and the preparation of required statements of account; (d) negotiating and managing quotes, work orders and agreements entered into by the Principal in connection with the Common Property; (e) preparing documents associated with, and attend meetings in connection with this agreement and the Principal (including, without limitation, annual general meetings and executive meetings); (f) complying with any applicable law; (g) confirming whether the Principal is registered for GST purposes; (h) operating controlled money accounts; (i) complying with any dispute resolution process; (j) serving and signing (or arranging signing of) this agreement; and (k) contacting and liaising with third parties (including, without limitation, goods and services providers and insurers) and providing those parties with the Principal's personal information
- iv If the personal information outlined in this agreement or requested by the Agent is not provided by the Principal, the Agent may not be able to act on behalf of the Principal effectively or at all. The Agent may also not be able to discharge its obligations in this agreement. It is impracticable for the Agent to deal with a Principal who has not identified him, her or itself or used a pseudonym.
- v Personal information collected about the Principal may be disclosed by the Agent for any of the purposes for which it was collected (as outlined above) to other parties including (without limitation) representatives of the Principal, representatives of the owners of the Common Property, the Agent's or Principal's legal and other advisors, advertising and media organisations, property data service providers, prospective and actual tenants, clients of the Agent both existing and potential, tradespeople, strata owners corporations, valuers, government and statutory bodies, financial institutions, REINSW (which provides technical and other assistance to the Agent to effect the matters set out above) and other third parties (including, without limitation, goods and services providers and insurers) or government agencies, courts, regulatory bodies, and law enforcement agencies, or as required, authorised or permitted by any applicable law.
- vi The Agent may also use the Principal's personal information for marketing and research purposes to inform the Principal of products and services provided by the Agent, which the Agent considers may be of value or interest to the Principal, unless the Principal tells the Agent (by ticking the box below) or has previously told the Agent not to.
- vii If the Principal **does not** wish to receive any information about such products and services then please tick this box: or otherwise notify the Agent using the Agent's contact details set out earlier in this agreement.
- viii The Principal has the right to request access to any personal information held by the Agent which relates to the Principal, unless the Agent is permitted by law (including the Privacy Act) to withhold that information. The Principal also has the right to make a complaint about the way in which the Agent has handled the Principal's personal information or that the Agent may have breached this clause or the Privacy Act. The Principal also has the right to request the correction of any personal information which relates to the Principal that is inaccurate, incomplete or out-of-date.
- ix Any requests for access to the Principal's personal information or any complaints should be made in writing to the Agent at the contact details included in this agreement.
- x The Agent may charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information).
- xi The Agent will take reasonable precautions to protect the personal information it holds in relation to the Principal from misuse, loss, unauthorised access, modification or disclosure.
- xii The Agent may disclose the Principal's personal information outside of Australia. In doing so, the Agent will take reasonable steps that are reasonable in the circumstances to ensure that any overseas recipient will deal with such personal information in a way that is substantially similar to, or consistent with, the way in which the relevant Australian Privacy Principles in the Privacy Act protects such personal information.
- xiii By signing this agreement, the Principal: (a) acknowledges that it has read, understands and accepts the terms of this clause; and (b) provides express permission to the Agent to collect, hold, use and disclose personal information in the manner described in this clause.

Disclosure of Rebates, Discounts, Commissions, Benefits or Training Services

18. In respect of any expenses to be incurred by the Principal or the Agent on behalf of the Principal pursuant to this agreement or if the Agent refers a person to a non-independent service provider, the Agent discloses that the Agent may receive, or expects to receive, rebates, discounts, commissions, benefits or training services from third parties as specified below or as notified by the Agent to the Principal in writing from time to time after the date of this agreement:

Name of Third Party	Nature of relationship with Third Party	The nature and value of any estimated amount of rebate, discount, commission, benefit or training service
		\$
		\$
		\$
		\$
		\$
		\$

If no benefit, write in "nil".

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The Principal acknowledges that should the Principal choose providers other than the third parties listed above or as notified by the Agent to the Principal pursuant to this clause, or if there is a change in the law which restricts the Agent from receiving insurance commissions or other commissions, rebates, discounts or benefits in respect of expenses or the referral of service providers to the Principal, then the Management Fee payable pursuant to clause 6 will be increased by the amount of the rebate, discount, commission or benefit that the Agent would have received, adjusted so it represents a monthly proportion of such rebate, discount, commission or benefit.

Use of Electronic Mail and Storage of Records

19. To the extent permitted by law, the Principal authorises the Agent to keep records and documents of the Principal recorded or stored by electronic means.

Building Insurance Valuation

20. Unless the Principal instructs the Agent in writing otherwise and to the extent permitted by law, the Agent is instructed to obtain a valuation of the Common Property each year for the purposes of building insurance renewal. The cost of this valuation will be payable by the Principal on demand by the Agent.

Transfer or Novation

21. The Principal acknowledges that, during the term of this agreement, the Agent may transfer its business to another agent. If this occurs then the Agent may request the Principal's consent to transfer or novate this agreement to the proposed transferee.

Services, Expenses and Charges

22. The Agent shall perform the following services and be entitled to reimbursement of the expenses and charges set out below if incurred by the Agent. The Principal agrees to advance the funds for the following expenses and charges on demand or reimburse the costs to the Agent on demand:

Service	Amount	When due and payable by the Principal
<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
TOTAL amount of expenses or charges the Agent expects to incur and for which the Agent is entitled under this agreement to be reimbursed (incl. GST where applicable)	\$ <input type="text"/>	

Material Fact

23. i The Principal warrants that the Principal has supplied the Agent in writing with all the relevant details and information pertaining to all the material facts in respect of the Common Property and will keep the Agent updated in writing of any changes to material facts;
- ii The Principal acknowledges that the *Property and Stock Agents Act 2002* (NSW) requires the Agent to disclose all material facts to any prospective contractor or other person who might enter into a contract or arrangement with the Principal;
- iii The Principal directs the Agent to disclose all of the material facts provided in writing by the Principal to the Agent to all prospective contractors or other persons who might enter into a contract or arrangement with the Principal; and
- iv In this clause "material fact" has the same meaning as it has for the purposes of section 52 of the *Property and Stock Agents Act 2002* (NSW).

Disclaimers

24. i The Agent does not make any representations or warranties as to the accuracy of any information supplied to the Principal by the Agent in good faith and which has been sourced from third parties or third party databases.
- ii The Agent disclaims all responsibility for any services provided by a third party introduced to the Principal by the Agent including building and pest inspectors, strata inspectors, environmental experts or solicitors.

Warranty

25. The Principal warrants that all information provided by it to the Agent and in this agreement is true, correct and complete and that the Agent can rely on the information provided. The Principal agrees to keep the Agent updated, in writing, of any changes to such information to ensure that it remains up-to-date and accurate at all times.

Service

26. The Principal acknowledges being served with a copy of this agreement.
27. If the Agent signs this agreement electronically and/or serves this agreement on the Principal by way of electronic communication (including the use of a third party platform to facilitate the service and signing of this agreement), the parties agree that the Agent's electronic signature and initials created for the purpose of signing this agreement will be the electronic representation of the Agent's signature and initials for all purposes when the Agent electronically signs this agreement, just the same as a pen-and-paper signature or initial.

Principal's Authority

28. The Principal warrants that the Principal has authority, and has resolved, to enter into this agreement.

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PRINCIPAL

If affixing the seal of the Principal

The Principal agrees to be legally bound by the terms of this agreement even if a person signs this agreement on the Principal's behalf, or as a witness, electronically.

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO.

was affixed in the presence of

and

Strata Committee member (name)

Strata Committee member (name)

being the persons authorised by section 273 of the *Strata Schemes Management Act 2015* (NSW) to attest the affixing of the seal of the owners corporation

Strata Committee member (signature)

Strata Committee member (signature)

Date

Date

affix
seal
here

Note: Before signing, an owners corporation must have authorised the execution of this agreement by a resolution at a general meeting

Alternative to affixing seal of the Principal (clause 72 of the *Strata Schemes Management Regulation 2016* (NSW))

The Principal agrees to be legally bound by the terms of this agreement even if a person signs this agreement on the Principal's behalf, or as a witness, electronically.

Signed on behalf of THE OWNERS - STRATA PLAN NO.*

by

and

*Strata Committee member (name)

*Strata Committee member (name)

being the persons authorised by section 273 of the *Strata Schemes Management Act 2015* (NSW) to attest the affixing of the seal of the owners corporation

*Strata Committee member (signature)

*Strata Committee member (signature)

*Date

*Date

in the presence respectively of the following witnesses, also being the persons authorised by section 273 of the *Strata Schemes Management Act 2015* (NSW) to attest the affixing of the seal of the owners corporation

*Strata Committee member (name)

and

*Strata Committee member (name)

*Strata Committee member (signature)

*Strata Committee member (signature)

*Date

*Date

* Mandatory fields

Notes: Where this agreement is signed by this method:

- Before signing, an owners corporation must have authorised the execution of this agreement by a resolution at a general meeting.
- In order to comply with clause 72 of the *Strata Schemes Management Regulation 2016* (NSW):
 - all blank fields in this execution clause MUST be completed;
 - where a signatory or witness is not a strata committee member, their relationship to the owners corporation must be stated; and
 - if a signatory or witness is the Agent, or a relevant officer of a strata managing agent that is a corporation (defined below), this agreement must indicate the Agent's licence number under the *Property and Stock Agents Act 2002* (NSW).
- The presence of a signatory or witness is taken to be satisfied if the signatory or witness is present by audio visual link (being, technology that enables continuous and contemporaneous audio and visual communication between persons at different places, including video conferencing).
- A signature is not required to be witnessed if it is the signature of the Agent, or relevant officer of a strata managing agent that is a corporation (defined below) or if it is the signature of the sole owner (if the owners corporation has only one owner).
- "relevant officer of a strata managing agent that is a corporation" means:
 - the president, chairperson or other principal officer of the corporation; or
 - any member of staff of the corporation authorised by the president, chairperson or other principal officer to affix the seal of the owners corporation to an instrument or document, or to attest the fact and date of the affixing of the seal.

AGENT

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Agent / Authorised Representative **Date**

Name of Signatory

Note: This part of the agreement MUST NOT be signed by an assistant strata managing agent.

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SCHEDULE 1 - DELEGATED DUTIES AND AUTHORISED SERVICES

DELEGATED DUTIES AND AUTHORISED SERVICES	AUTHORITY	LIMITATIONS AND AUTHORITY
Undertaking the financial management of funds and books of account	<input type="checkbox"/> Yes <input type="checkbox"/> No	Subject to clause 15 of the agreement and excluding "financial product advice" as defined in the <i>Financial Services Reform Act 2001</i> (Cth)
Holding documents and maintaining records relating to the strata scheme (for example, the strata roll, notices, minutes of meetings, records of account and other documents and records required by law) provided the Principal authorises those documents and records to be maintained in electronic form	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Paying disbursements and expenses incurred in connection with the Agent's management of the strata scheme	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Managing the capital works fund and the administrative fund	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Paying accounts in relation to the strata scheme (for example, accounts for water charges, council rates and maintenance)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Arranging and attending, chairing and acting as Secretary of the Strata Committee for the purpose of electing the office bearers, during office hours, but only for the first hour of the Principal's annual general meeting	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Arranging and undertaking administrative duties in relation to annual general meetings	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Where the term in clause 5 is continuing, or is equal to, or greater than 12 months, conducting, once per calendar year, at no charge to the Principal, one general meeting of the Principal, commencing at a time chosen by the Agent and limited to one hour's duration (between 9am to 5pm, Monday to Friday), at a venue chosen by the Agent	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Preparing an annual statement of income and expenditure and draft budget on an indicative basis for presentation to the Principal's annual general meeting and incorporating any independent professional recommendations in the proposed capital works fund budget	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Having custody of, and attesting to, the affixing of the Common Seal of the Principal This includes signing an instrument or document on behalf of the Principal under clause 72 of the <i>Strata Schemes Management Regulation 2016</i> (NSW) and witnessing the signing of an instrument or document under that clause	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Issuing a quarterly reminder levy notice to each owner of a lot in the strata scheme	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Issuing a quarterly financial report to the Treasurer of the Strata Committee or its duly appointed nominee	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Subject to the availability of trust funds: (a) effecting or renewing insurances in accordance with the <i>Strata Schemes Management Act 2015</i> (NSW); and (b) settling accounts for day-to-day maintenance and minor repairs	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
Receiving maintenance contributions from owners and disbursing monies in accordance with the terms of this agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Engaging service providers (as instructed by the Principal, its Strata Committee or duly delegated representative) to inspect the Common Property, provide services to the Common Property and to advise the Principal on required property maintenance, safety or statutory compliance issues, financial and taxation matters	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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SCHEDULE 2 - HOURLY RATES

FUNCTION / SERVICE PROVIDED BY	FEE PER HOUR (or part thereof)	PERCENTAGE INCREASE FOR WORK DONE BETWEEN THE HOURS OF:							
		7am-8am	8am-9am	5pm-6pm	6pm-8pm	8pm-9pm	After 9pm	Saturday	Sunday / Pub Hols
Licensee / Principal									
Strata Manager									
Clerical / Administrative Assistant									
Accountant / Book Keeper									

The fees specified in column 2 will increase by the percentage specified in columns 3 to 10 where a service or function is performed before or after business hours (9am to 5pm) or on a weekend or public holiday.

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SCHEDULE 3 - ADDITIONAL SERVICES

ITEM	ADDITIONAL SERVICE	FEE FOR ADDITIONAL SERVICE (GST inclusive)
1	preparation and lodgement of any tax or other returns or forms	\$ for the first hour or part thereof and then on a pro-rata basis for every 5 minute increment or part thereof thereafter
2	preparation of any applications to the Registrar and attendance on or representation at any mediation, adjudication, tribunal or court	\$ for the first hour or part thereof and then on a pro-rata basis for every 5 minute increment or part thereof thereafter
3	arranging insurance cover for the strata scheme	\$ for the first hour or part thereof and then on a pro-rata basis for every 5 minute increment or part thereof thereafter
4	preparation and lodgement of insurance claims	\$ for the first hour or part thereof and then on a pro-rata basis for every 5 minute increment or part thereof thereafter
5	answering enquiries such as requisitions on title, statutory declaration certificates or affidavits	\$ for the first hour or part thereof and then on a pro-rata basis for every 5 minute increment or part thereof thereafter
6	arranging, attending, chairing or acting as Secretary of the Strata Committee for meetings in excess of any meeting referred to in Schedule 1 or for any other meeting	\$ per meeting OR \$ for the first hour or part thereof and then on a pro-rata basis for every 5 minute increment or part thereof thereafter
7	arranging, attending or chairing a tenant's meeting	the relevant fee per hour (or part thereof) as specified in Schedule 2
8	arranging and undertaking administrative duties in relation to general meetings	\$ for the first hour or part thereof and then on a pro-rata basis for every 5 minute increment or part thereof thereafter
9	arranging inspections and supply of records and other documents under section 183 of the <i>Strata Schemes Management Act 2015</i> (NSW)	the fee prescribed under the <i>Strata Schemes Management Act 2015</i> (NSW)
10	preparation and supply of certificates under section 184 of the <i>Strata Schemes Management Act 2015</i> (NSW)	the fee prescribed under the <i>Strata Schemes Management Act 2015</i> (NSW)
11	all disbursements, stationery, printing, copying, postage stamps, bank charges, financial institutions duty, stamp duty, facsimiles, telephone calls, out of pocket expenses, and similar expenses	to be reimbursed at cost to the Agent
12	all preparation of specifications or arrangement or supervision of repairs or renovations to Common Property, checking contractor's licenses / safe work statements	\$ for the first hour or part thereof and then on a pro-rata basis for every 5 minute increment or part thereof thereafter OR % of the cost of the repairs or renovations
13	work arising under or due to the terms of any by-law, including (without limitation) serving notices to comply with a by-law	\$ for the first hour or part thereof and then on a pro-rata basis for every 5 minute increment or part thereof thereafter
14	arranging fire compliance or other essential services inspections and certificates	\$ for the first hour or part thereof and then on a pro-rata basis for every 5 minute increment or part thereof thereafter
15	arranging asbestos and work, health and safety reports	\$ for the first hour or part thereof and then on a pro-rata basis for every 5 minute increment or part thereof thereafter
16	registering lifts and swimming pools and obtaining swimming pool compliance and non-compliance certificates	\$ for the first hour or part thereof and then on a pro-rata basis for every 5 minute increment or part thereof thereafter
17	preparation and lodgement of any application to a Government agency	\$ for the first hour or part thereof and then on a pro-rata basis for every 5 minute increment or part thereof thereafter
18	arranging building inspections and reports	\$ for the first hour or part thereof and then on a pro-rata basis for every 5 minute increment or part thereof thereafter
19	undertaking steps necessary to recover any money owing in relation to levies	\$ for the first hour or part thereof and then on a pro-rata basis for every 5 minute increment or part thereof thereafter
20	subject to the availability of trust funds, arranging for the replacement of Common Property and any personal property vested in the Principal	\$ for the first hour or part thereof and then on a pro-rata basis for every 5 minute increment or part thereof thereafter
21	preparation and lodgement of any building warranty claims	the relevant fee per hour (or part thereof) as specified in Schedule 2
22	any compliance expenditure or any other service agreed by the Agent and Principal in writing	the relevant fee per hour (or part thereof) as specified in Schedule 2

EXCLUSIVE MANAGEMENT AGENCY AGREEMENT (OWNERS CORPORATION)