



# SERVICES AGREEMENT

**Instrument of Delegation**

**BETWEEN:**

**Community Corporation 25691**

**The Party listed in Schedule F Item 1 (“the *Body Corporate*”)**

**and**

**Whittles Management Services Pty Ltd atf Whittles**

**Strata Unit Trust (ABN 31 493 603 726)**

**at 176 Fullarton Road, Dulwich SA 5065 (“Manager”)**

- SCHEDULES**     The Following schedules form part of this Engagement:
- \* Schedule A - Agreed Services
  - \* Schedule B – Disbursement Fees and Services
  - \* Schedule C – Asset and Maintenance Services
  - \* Schedule D - Additional Services
  - \* Schedule E - Disclosure of Relationships
  - \* Schedule F - Charges Schedule

## **IT IS AGREED**

### **1 ENGAGEMENT OF MANAGER**

The Manager is engaged by the Body Corporate (as an independent contractor) to supply the Agreed Services, asset and maintenance services and those additional services not included in Agreed Services (if applicable) to the Body Corporate which are collectively referred to as the services in this Agreement.

### **2 TERM**

**2.1** This Engagement is for the Term, specified in Schedule F of this Agreement.

**2.2** Subject to the Act and Clause 13 of this Agreement, upon the expiry of the Term, this Engagement shall continue on a monthly basis unless the Body Corporate decides at a general meeting not to extend this engagement and notifies the Manager of the same in writing giving 30 days' notice.

### **3 SERVICES TO BE PROVIDED BY THE MANAGER**

The Manager:-

**3.1** Must supply the Agreed Services to the Body Corporate;

**3.2** May (but is not obliged to) supply the Additional Services to the Body Corporate at the Body Corporate's request;

**3.3** Has custody and use of the common seal of the Body Corporate and to the extent permitted by law, is authorised to execute documents and instruments for and on behalf of the Body Corporate, including the authority to sign notices on behalf of the secretary of the Body Corporate and breach of by-law notices on behalf of the Body Corporate;

**3.4** Must at all times comply with the legislation and regulations specified in Schedule F, Item 7, otherwise referred to as "the Act" and all other applicable legislation and regulations; and

**3.5** Must make records available for inspection by an owner as required under the Act and other applicable legislation or regulations;

**3.6** Is only authorised to give general advice about Insurance relating to the Body Corporate. If the Body Corporate requires specialist insurance advice, the Manager can refer the Body Corporate to an insurance advisor; and

**3.7** Is not qualified or licensed to give legal advice in any form. If the Body Corporate requires legal advice, the Body Corporate must refer the matter to an appropriately qualified legal practitioner.

### **4 GENERAL**

**4.1** The Body Corporate makes the Manager aware of any defects or hazards on Common Property and make prompt decisions in relation to any necessary repairs and maintenance or other works.

**4.2** The Body Corporate grants Whittles (Company) permission to use any images taken of the Body Corporate property by or on behalf of the Company for commercial material, including, but not limited to, the Company's website social media, publicly-filed documents, presentations, signage and advertisements. The Body Corporate understand that it will not receive any additional compensation for such use and hereby release the Company and anyone working on behalf of the Company in connection with the use of Body Corporate images.

**4.3** The Body Corporate hereby authorises the Manager to engage Strata Utility Networks Australia Pty Ltd to review and implement utility supply agreements to obtain optimal pricing for the Body Corporate.

**4.4** Excessive use of time and resources from the manager or support staff, will be subject to additional duties as per schedule D as agreed.

**4.5** The Body Corporate agrees to and endorses the use of the Whittles Code of Conduct Policy. Please refer to Whittles Owner Portal to view a full copy of the policy.

### **5 DELEGATED POWERS OF THE MANAGER**

**5.1** The Body Corporate delegates to the Manager all of the powers of the Executive and Ordinary members of the Committee of the Body Corporate to the full extent permitted by law (including the Act).

**5.2** The Manager must only use delegated powers pursuant to Clause 5.1 of this Agreement in performing the Services as set out in this Agreement.

**5.3** The delegation granted to the Manager does not make the Manager responsible for performing any of the powers that the Body Corporate or the Committee is required to perform under the Act, nor does the delegation relieve the Body Corporate or the Committee of these powers.

**5.4** The Body Corporate agrees to ratify any exercising of the powers delegated to the Manager under Clause 5 of this Agreement immediately upon the Manager's request.

## 6 FEES

**6.1** The Body Corporate must pay to the Manager the Service Fees listed in Schedule F of this Agreement.

**6.2** The Manager:

**6.2.1** may charge the Body Corporate for Services listed as “Additional Services” (Schedule D);

**6.2.2** will maintain a record of all fees paid by the Body Corporate and provide this information to the Body Corporate as required under the Act and other applicable legislation or regulations;

**6.2.3** will charge fees to individual owners for services provided at the request of an individual owner; and

**6.2.4** retain commissions paid by the providers of goods and services to the Body Corporate (including without limitation by associates as disclosed in Schedule E).

**6.3** The additional Services and disbursements may be subject to change from 1 July each year. The changes will be advised to the Body Corporate either by circular or publication on the Whittles Owner’s Portal.

## 7 GST

**7.1** In this Clause 7, words and expressions which are not defined in this Agreement but which have a defined meaning in the *New Tax System (Product and Services Tax) Act 1999* (Cth) and other similar or related Act, regulations, or rulings have the same meaning as in the Goods and Services Tax Laws (GST).

**7.2** Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are inclusive of GST.

**7.3** If the rate of GST changes, then these fees and charges will increase or decrease accordingly so that the Manager receives the same GST-exclusive payment as it received before the change in the rate of GST.

**7.4** If a supply made pursuant to this Agreement is a taxable supply, the recipient must pay on demand to the supplier any GST payable on that supply in addition to any other amount that may be payable by the recipient to the supplier for that supply pursuant to this Agreement, provided that the supplier provides to the recipient a valid tax invoice in the form prescribed by the GST Laws.

## 8 BODY CORPORATE BANK ACCOUNT

The Body Corporate hereby authorises the Manager to open an account with an approved Authorised Deposit-Taking Institution (ADI) determined by the Manager, and to access and operate the funds in the Body Corporate Bank Account to pay all:-

**8.1** Invoices, accounts, expenses and liabilities properly incurred by the Body Corporate;

**8.2** Invoices and accounts issued by the Manager in accordance with Clause 6 (Fees) of this Agreement.

## 9 BODY CORPORATE NOMINATIONS

**9.1** The Committee or Body Corporate (where no Committee exists) must nominate a person to provide instructions to the Manager on behalf of the Body Corporate.

**9.2** In the absence of a nomination, the chairperson/presiding officer of the Committee is deemed to be the nominee authorised to give instructions on behalf of the Body Corporate.

**9.3** The Manager will not be liable for any failure to perform its obligations under this Agreement if the Body Corporate does not provide timely and accurate instructions.

## 10 DISCLOSURE BY THE MANAGER

**10.1** In the provision of the Agreed Services, the Manager proposes to have the Body Corporate enter into contracts with providers of:-

**10.1.1** repair and maintenance services; and

**10.1.2** insurance services; and

**10.1.3** other services as required.

**10.2** The Manager discloses that it has relationships (if any) with the service providers as set out in Schedule E.

**10.3** Details of the commissions (if any) which the Manager is entitled to receive from the provider of such services are set out in Schedule E.

**10.4** The Body Corporate acknowledges and agrees that it made its decision to enter into this Agreement and into contracts with service providers, after having been given this Agreement in writing and in particular the disclosures by the Manager in Schedule E.

## 11 LIABILITY

**11.1** The Body Corporate is solely liable for all claims brought against it, and all actions taken against it, and it will maintain public liability insurance cover of an appropriate level and such other insurance that a reasonably prudent person would do.

**11.2** The Manager will at all times maintain professional indemnity insurance of sufficient level, and in accordance with the specific requirements prescribed by the Act and other applicable legislation or regulations.

Manager's Current Professional Indemnity Insurance Cover:

**Insurer:** Chubb Insurance

**Policy Holder:** The Whittles Group

**Policy commenced:** 30/11/23

**Policy expires:** 30/11/24

**Level of cover:** \$50 000 000

**11.3** The Manager will not be responsible for any claim, loss or damage to the Body Corporate unless such claim, loss or damage is caused through, or by the dishonesty or fraud of the Manager.

**11.4** The Body Corporate will indemnify and hold indemnified the Manager against any claims that are not caused through, or by the dishonesty or fraudulent conduct of the Manager and that indemnity includes all amounts the Manager may be liable for including the costs legal and other advisors.

**11.5** The Manager is not required to pay any monies on account of the Body Corporate from its own money. Despite that the Body Corporate indemnifies and must pay to the Manager, immediately upon demand, all such amounts paid by the Manager.

**11.6** For the avoidance of doubt the Manager will not be liable to the Body Corporate for any claims, loss or damage suffered due to:

**11.6.1** a failure of the Manager to perform the Services as set out in this Agreement, because the Body Corporate or Committee fails to make an appropriate decision in relation to the provision of such services or does not have sufficient funds to allow the Manager to carry out its functions; or

**11.6.2** the Manager performing the Services as instructed by the Body Corporate and/or the Committee.

## 12 ASSIGNMENT

This Agreement may be transferred by the Manager to a third party in accordance with the requirements of the Act. The Manager shall provide at least 30 days written notice of any transfer of this Agreement.

## 13 TERMINATION

**13.1** Subject to Clause 2 (Term) of this Agreement, this Agreement terminates on the earlier of:-

**13.1.1** the End Date; when a notice is served under Clause 2 (Term) or Clause 13 (Termination) of this Agreement; or

**13.1.2** if the parties mutually agree, at any time during the Term.

**13.2** The Manager may terminate this Agreement by giving 30 days written notice to the Body Corporate.

**13.3** The Body Corporate may terminate this Agreement in accordance with the Act.

**13.4** The Body Corporate must pay to the Manager promptly all amounts due to the Manager under this Agreement at the date of termination.

**13.5** Provided the Manager receives all amounts due to it, the Manager must deliver the records of the Body Corporate to the Committee Nominee, together with control of the Body Corporate Bank Account within thirty (30) days of the date of termination, or such other period as required by the Act, if any.

## 14 DISPUTE RESOLUTION

**14.1** If a member of the Body Corporate has a complaint in connection with this Agreement, the member should notify the Manager in writing.

**14.2** On receiving a complaint, the Manager will:-

**14.2.1** promptly acknowledge the complaint;

**14.2.2** appoint a member of the senior management team to investigate the complaint; and

**14.2.3** decide in a timely manner what action should be taken to remedy the complaint.

## 15 DEFINITIONS AND INTERPRETATION

In this Agreement:

**Act** means the legislation and regulations as specified in Schedule F, Item 7;

**Additional Services** means the services specified in Schedule D;

**Additional Services Fees** means amounts calculated according to the rates specified in Schedule D;

**Agent** means the person described on the front page of the agreement and, where appropriate, includes the agent's employees and contractors;

**Agreed Services** means the services specified in Schedule A;

**Agreed Services Fees** means the amounts specified in Schedule F Item 1;

**Body Corporate Bank Account** has the meaning set out in Clause 8;

**Business Hours** means between 9am and 5pm on days other than weekends and public holidays;

**Commencement Date** means the date specified in Schedule F;

**Committee** means the committee or management committee of the Body Corporate, as appointed in accordance with the Act;

**Committee Nominee** means the person nominated by the Committee or deemed to be nominated by the Committee pursuant to Clause 9, as applicable;

**Disbursement Fees and Services** means the services specified in Schedule B;

Disclosures has the meaning set out in Clause 10;

**CPI** means the Consumer Price Index (All Groups) for the nearest State Capital City as published by the Bureau of Statistics;

**End Date** means the date listed in Schedule F;

**Asset and Maintenance Services** means the services specified in Schedule C;

**Member** means a person who is a member or unit holder of the Body Corporate in accordance with the Act; and

**Term** means the term of this Engagement recorded in Schedule F.

## SCHEDULE A - AGREED SERVICES

The cost of these (Schedule A) Agreed Services are provided for by the payment of the "Agreed Services Fee" detailed in Schedule F Item 1.

### 1 Agreed Services - General

**1.1** To undertake the duties of the secretary and treasurer of the Body Corporate, in relation to the Agreed Services as required.

**1.2** Convene and attend the Annual General Meeting, prepare documents, call for nominations for office bearers and Committee members.

Additional Charges will apply if the following occurs:-

- The meeting exceeds 90 minutes duration;
- If the meeting venue is offsite, travel time and vehicle expenses may apply;
- The meeting is reconvened;
- The meeting occurs outside of Business Hours (between the hours of 9am and 5pm Monday to Friday), including any reconvened meeting;
- Weekend meetings by prior arrangement only.

Refer Schedule D for list of Additional Services.

**1.3** To retain, use and supervise the use of the Common Seal in accordance with the Act and resolutions of the Committee and Body Corporate and the terms of this Engagement.

**1.4** To ensure that insurances are renewed in accordance with resolutions of the Committee and Body Corporate and the terms of this Engagement.

**Note:** For the avoidance of doubt, the Manager will not be held liable for any loss incurred as a result of the failure by a Member to notify a change in occupancy of a lot or unit.

**1.5** To retain and manage proper records of the Body Corporate as required by the Act and to provide access to such records to such persons as required by the Act.

**1.6** Making stored records available for inspection on payment of the statutory fee by the party requesting the inspection at cost.

**1.7** Providing information certificates required by the Act on payment of the statutory fee by the party requesting the certificate.

**1.8** To maintain the owner register/owner roll of the Body Corporate (all new owner and register changes will be subject to a fee as per Schedule D).

**1.9** Arranging for minor repairs and maintenance to Common Property prior to placement of work order.



**1.10** To deal with inward and outward correspondence and communication including email and phone calls that can be reasonably expected in the normal managing of the Body Corporate Agreed Services (Schedule A).

**1.11** To provide general information and assistance to the Body Corporate officers and Committee in the exercise of their rights and the discharge of their obligations, including in respect of complaints.

## 2 Agreed Services - Financial

**2.1** To collect, bank and account for money payable to the Body Corporate into the Body Corporate Bank Account, and to open, access and operate the Body Corporate Bank Account in accordance with the Act. Additional fees apply in relation to the establishment and maintenance of investment accounts as per Schedule D.

**2.2** To issue levy and other fee and contribution notices to Members on behalf of the Body Corporate, and impose and collect interest on outstanding amounts as required. Excluding Disbursement Fees and Services as per Schedule B.

**2.3** To maintain financial records of the Body Corporate and prepare draft budgets (excluding sinking fund budget forecasts).

**2.4** To prepare the annual statements of accounts of the Body Corporate in accordance with the requirements of the Act.

**2.5** To pay Body Corporate accounts and outgoings in accordance with the Act.

**2.6** Access to the electronic payment system.

## SCHEDULE B – DISBURSEMENT and SYSTEM FEES

The cost of the following disbursement fees, services and software subscriptions, are provided for by the payment of the charge detailed in Schedule F Item 2.

### Part 1 – Disbursement Fees

Archive Box Storage	Included
Cloud Data Storage	Included
DocuSign	Included
Email Distribution Systems	Included
Australia Post Mail Distribution Systems (Bing)	Included
Owner Portal	Included
Photocopying (Schedule A)	Included
Postage (static (Schedule A)	Included
Printing (black and white) (Schedule A)	Included
SMS (4 standard messages per lot/unit per year)	Included
Stationery	Included
Teleconferencing Facilities	Included
Telephone Charges	Included
Video Conferencing Facilities	Included

### Part 2 – Technology and System Fees

Register and upload Body Corporate information into Whittles operating system	Included
Establish all user licences for owners to access and connect to the data base	Included
Cyber Technology and Security Defence Layers	Included
Data Security Defence Systems	Included
Provide Access to Electronic Online voting	Included

## **SCHEDULE C - ASSET and MAINTENANCE SERVICES**

1. The cost of the following asset and maintenance services of the Common Property, are provided for by the payment of the charge detailed in Schedule F Item 3.

- 1.1 Access to after-hours service for emergency maintenance related matters through the Whittles after hours service;
- 1.2 Maintaining a register for Building Risk and Safety reports to assist with the Body Corporate's risk mitigation;
- 1.3 Maintaining a register for Contracts, Leases and Licences over Body Corporate assets and common areas;
- 1.4 Maintaining a Contractor Registration Service which ensures that only contractors that agree to comply with safe working procedures, and have appropriate ABN, public liability and licences, are engaged.

## **SCHEDULE D - ADDITIONAL SERVICES**

For the avoidance of doubt the Additional Services are subject to Additional Service Fees. Additional Services means any services which:-

- Are in addition to the Agreed Services set out in Schedule A;
- Are not common in the day-to-day management of a Body Corporate's usual affairs
- Require time beyond that is reasonably anticipated at the commencement of the service (including additional time required on Agreed Services);
- Require specialised qualifications or skills beyond those typically held by a Body Corporate Manager.

Additional Services will be charged for on an hourly basis at the rate applicable to the person providing the service refer Additional Services Schedule D, or as quoted from time to time.

### **1 Additional Meeting Charges**

- 1.1 Arranging and attending at any meeting other than those provided as Agreed Services, including preparing and distributing notices and other documentation, calling for nominations, and taking and distributing minutes of meetings charged at the applicable hourly rate.
- 1.2 Disbursement costs associated with any extraordinary or unusual meetings.
- 1.3 Services provided out of Business Hours (9am to 5pm) will be charged at an hourly rate.
- 1.4 Vehicle expenses charged at Australian Tax Office rate.
- 1.5 Weekend or Public Holiday meeting fees by arrangement.
- 1.6 Preparation of Voting outside a Committee meeting will be charged at the hourly rate.
- 1.7 Attendance at adjourned General Meetings will be charged at the hourly rate.

### **2 Additional Services - General**

Additional Services and relevant Additional Service Fees include, but are not limited to:

- 2.1 Archive Box Establishment.
- 2.2 Archive retrieval for special purpose.
- 2.3 Preparation of work orders and obtaining quotes.
- 2.4 Attendance at any tribunal or court either as a witness or on behalf or at the request of the Body Corporate at the applicable hourly rate-
- 2.5 Attending to instruct solicitors and generally to supervise any legal proceeding involving the Body Corporate
- 2.6 (a) Attending the premises of the Body Corporate for the purpose of a site visit.
- 2.6 (b) Travel and vehicle charges associated with attending the premises of the Body Corporate or other meetings not being held at a Whittles office will apply. Vehicle expenses will be charged in accordance with the relevant Australian Tax Office 'cents per kilometre' rate.
- 2.7 Attending at the premises of the Body Corporate other than for the provision of the Agreed Services at the applicable rate.
- 2.8 Issuing and distribution of utility service providers notices.
- 2.9 Land Valuation notice distribution to Lot/unit owners.
- 2.10 Issuing and sign off of statutory notices for Common Property services i.e., lift, pool, fire etc.
- 2.11 Assist with the appointment of Project Managers for major works at the applicable rate.
- 2.12 Establishment of approved routine maintenance schedule.
- 2.13 Read meters and any other ancillary work associated with the supply of services to individual units at the applicable rates.
- 2.14 Land Title Office searches will be charged at hourly rate plus LTO search fee.
- 2.15 Lodgement of standard insurance claims. Assessable claims or those associated with a major weather event will be charged at the hourly rate.
- 2.16 Facilitation and management of an electronic key register system to assist with providing authorised person access to the Common Property. Includes holding master keys or keys to the switch room and any other Common Property areas.
- 2.17 Managing the provision of additional keys, fobs, swipes, remotes, to occupiers.

- 2.18** Building setup and handover on exit of Body Corporate records at Managers discretion.
- 2.19** Insurance Services Fee may be charged where Whittles is not an authorised representative of a broker appointed to manage the insurance, an agreed fee for all services may apply.

### 3 Additional Services - Financial

- 3.1** Maintaining a payroll service of any employees of the Body Corporate and to complete and submit any relevant returns.
- 3.2** Pursuing debtors and providing instruction to debt collectors on behalf of the Body Corporate will be charged to the Body Corporate and recovered from the owner.
- 3.3** Final fee notices will be charged to the Body Corporate and recovered from the owner.
- 3.4** The establishment of an investment account will be a once off payment to set up each investment account, and a charge per deposit per annum to maintain each investment account will apply.
- 3.5** Registered Public Officer with Statutory and Compliance Authorities.
- 3.6** Audit by MGI Assurance of the Body Corporate financial records for plans not registered for GST.
- 3.7** Audit of the Body Corporate financial records by MGI Assurance for plans registered with GST fee at MGI Rates.
- 3.8** To act as the public officer of the Body Corporate for taxation purposes.
- 3.9** Preparation of the Body Corporate financial records by a registered auditing firm other than MGI Assurance.
- 3.10** Preparation and lodgement of the Body Corporate BAS.
- 3.11** Preparation and lodgement of the Body Corporate IAS.
- 3.12** Preparation and lodgement of Workers Compensation Return.
- 3.13** Preparation of taxation information for external use.
- 3.14** Provision of Financial Activity Statement not included in agreed services.
- 3.15** Preparation and provision of additional Financial Reports as requested.
- 3.16** Preparation and obtaining of the following documents;
- Tax File Number Application
  - ABN Application
  - ASIC
- 3.16** Dishonoured cheque.
- 3.17** Reconciliation Statement.

### 4 Additional Service Schedule

<b>ADDITIONAL SERVICES - SCHEDULE D</b>	
<b>GENERAL</b>	
Accountant Services	\$165.00 per hour
Additional Services Disbursements	\$8.80 minimum per lot/unit
Adjourned/Reconvened Meetings	\$220.00 per hour (minimum 1 hour)
Administration Support Services	\$120.00 per hour
Archive Box Establishment (sort, collate & index)	\$27.50 per box
Archive retrieval for special purpose	\$110.00 per event
Attendance at the premises of the Body Corporate other than for the provision of the Agreed Services	\$220.00 per hour plus travel costs
Attendance to breaches of By-Laws or Articles and dispute resolution	Hourly Rate
Body Corporate Manager Services	\$220.00 per hour
Building Setup (new/takeover) (archiving of manual records not included)	\$5.50 per lot/unit (\$440 minimum)
Change of Ownership Records (including welcome packs)	\$44.00
Circulation of Valuations QLD - 11 lots/units and above per building	\$44.00
Circulation of Valuations QLD - 1-10 lots/units per building	\$22.00
Director Consulting Services	\$330.00 per hour
Fencing Notice Form 2	Hourly Rate



Strata and Community Title Services

Fire Safety Certificates / Essential Service Provisions	\$250.00 plus travel
Handling Building Construction Defects	Hourly Rate
Handover & Exit Fee (retrieval of archived records not included)	\$8.80 per lot/unit (\$440 minimum)
Hourly Rate Administration & Support Personnel	\$165.00 per hour
Insurance Certificate of Currency	Free from Portal or Paper/Electronic copy \$33.00
Insurance Claim Processing	\$88.00 per claim
Key Security Register	\$79.20 per annum
Key, swipe, fob & remote activity	\$27.50 per activity plus cost of device
Land Titles Office Search	LTO rate + portion of time @hourly rate
Liaison with lawyers/professionals etc.	Hourly Rate
Lift Registration Certificate Distribution	\$44.00 per certificate
Meter readings and invoicing	\$8.80 per meter read
Corporation Building Sign Installation and Cost	\$66.00 + Cost of Sign
Postage	Charged at Australia Post rates
Postal Ballots / Secret Ballots	Hourly Rate
Preparation/Distribution of Statutory Documents	Hourly Rate
Printing & Stationery (incl. copying) - B&W	\$0.55 per page
Printing & Stationery (incl. copying) - Colour	\$1.65 per page
QLD VOC's	Hourly Rate
Rectify prior record deficiencies (prior to our management)	Hourly Rate
Sign Off of Statutory Notices for Common Property (Lift, Fire, Pool)	\$55.00 per certificate
Travelling expenses	Charged at ATO rate
Utility Billing & Processing	\$8.80 per invoice
Work Orders & Quotes	\$44.00 per order
<b>FINANCIAL</b>	
Lodging Change of BC/OC address with LTO	\$60.00 plus LTO fee
Payment Plan Administration Fee	\$165.00 charged to lot/unit
Payroll Service	\$275.00 per month (1 -5 employees)
Public Officer Compliance	\$165.00 per annum
Preparation & provision of additional Financial Reports as requested	Hourly Rate
Provide client payment history (where possible only) and is paid by applicant	Free from Portal or Paper/Electronic copy \$71.50
Provision of additional financial activity statements	\$65.00 per statement
Reconciliation Statement	\$49.50 per quarter
Use of third-party compliance trades database that ensures currency of all suppliers' license, public liability & workers compensation	\$88.00 per trade
<b>AUDIT</b>	
Audit preparation (non MGI Audit)	\$11.00 per lot/unit (\$220 minimum)
Independent Auditor	actual cost
SA - Audit preparation & Audit for non-GST registered plans	\$14.30 per lot/unit (\$82.50 minimum)
<b>DEBT COLLECTION</b>	
Court Preparation, Attendance and CAT Attendance	Hourly Rate



Strata and Community Title Services

Overdue Repeat Reminder Notice	\$4.00 charged to lot/unit
Final Fee Notices	\$44.00 charged to lot/unit
Instruction to Debt Collections (60 days over)	\$165.00 charged to lot/unit

<b>LODGEMENTS</b>	
ASIC - Company Annual Returns	\$275.00
Dishonoured Cheque	\$27.50
Workcover returns	\$66.00 each
<b>TERM DEPOSIT</b>	
External Funds Investment Maintenance	\$55.00 per deposit per annum
External Funds Setup Investment	\$65.00 to set up
<b>TAX</b>	
ABN Application Fee	\$110.00
BAS Return - per plan fee	\$275.00 per statement
GST Registration / De-Registration	\$220.00 per application
IAS Return (Instalment Activity Statement)	\$77.00 per statement
MGI FBT Returns	\$365.00
MGI Preparation & Lodgement of Body Corporate income tax return - Multiple Source	\$379.50
MGI Preparation & Lodgement of Body Corporate income tax return - Single Source	\$275.00
MGI Returns Not Required	\$176.00
Preparation of Taxation Information for External Use	\$110.00
Preparation of Taxation Information for Recipients of Common Property Income	\$253.00 + \$7.15 per lot/unit
Tax File Number Application Fee	\$110.00
<b>BY LAWS</b>	
Issue Notice to Comply	Hourly Rate
Registration of a By-Law	Hourly Rate
Review, revoke or prepare By-Law/Article	Hourly Rate
<b>AT COST</b>	
Common Seal	Actual cost
Courier	Actual cost

## SCHEDULE E - DISCLOSURE OF RELATIONSHIPS

### INTEREST

Providers that are associates of the Manager and the nature of the relationship.

- |            |   |                    |
|------------|---|--------------------|
| <b>(a)</b> | Name of Company:<br>MGA Insurance Brokers Pty Ltd<br>Relationship: Various Common Shareholders            | ABN 29 008 096 277 |
| <b>(b)</b> | Name of Company:<br>Millennium Underwriting Agencies Pty Ltd<br>Relationship: Various Common Shareholders | ABN 38 079 194 095 |
| <b>(c)</b> | Name of Company<br>Swiftaccess Pty Ltd<br>Relationship: Various Common Shareholders                       | ABN 19 165 827 565 |
| <b>(d)</b> | Name of Company<br>Swift Collect Pty Ltd<br>Relationship: Various Common Shareholders                     | ABN 29 603 339 304 |
| <b>(e)</b> | Name of Company<br>Strata Utility Networks Australia Pty Ltd<br>Relationship: Various Common Shareholders | ABN 91 624 286 620 |

### COMMISSIONS

Associated providers that may pay a commission to the Manager and details of the commission:

- (a)** An insurance policy effected through any associated insurance broker, or underwriting agency may pay an amount to the Manager. The amount is disclosed in the end of financial year statement.
- (b)** The Manager may affect Insurance through but not limited to:
- MGA Insurance Brokers Pty Ltd
  - Millennium Underwriting Agencies
  - CHU Underwriting Agencies
  - Strata Unit Underwriters
  - Strata Community Insurance
  - Longitude Insurance

### NOTES

The Manager has a relationship with the companies listed in Schedule E, the Manager may use these companies in accordance with Schedule A for the purpose of providing services to the Body Corporate.



**SCHEDULE F - CHARGES SCHEDULE**

**Agreement Commencement Date:** 01/01/2024      **Agreement End Date:** 31/12/2024

**Item 1: (Schedule A)**  
**Agreed Services Charge**      \$ 38,460.00 per annum      Ex GST

**1.1 Fixed Service Charges List Items (if applicable)** 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

**Item 2: (Schedule B)**  
**Disbursement and Service Fees: Part 1**      \$ 9,500.00 per annum      Ex GST  
**Part 2**      \$ 3,312.00 per annum      Ex GST

**Item 3: (Schedule C)**  
**Asset and Maintenance Services Charge:**      \$ 2,444.00 per annum      Ex GST

**Item 4: (Schedule D)**  
**Additional Services Charge:**      At the rates specified In 4. Additional Service Schedule

**Item 5:**  
**Manner of Payment:**      Schedule A, Schedule B, Schedule C: In Advance  
Schedule D: In Arrears

**Item 6:**  
**Review Percentage (if applicable)**      Multiyear Agreement 4% or CPI whichever is greater

**Item 7:**  
**Applicable Laws -**      Community Title Act 1996 (SA)  
Community Titles Regulations 2011 (SA)

**EXECUTED as an Agreement:**

Executed for and on behalf of Community Corporation 25691

I Crossland

DocuSigned by:

  
58C2C75E7F5F4E2...

**Name:** Ian Crossland

**Print Position:** \_\_\_\_\_

**Signature:** 14-04-2024 | 3:49 PM ACST

**Date:** \_\_\_\_\_

**Executed for and on behalf of THE MANAGER BY:**

**Name:** Steve Geyer

**Print Position:** Body Corporate Manager

**Signature:** \_\_\_\_\_  


**Date:** 28/03/24