

Report



This report has been prepared by Advanced Strata Inspections on behalf of our client or contracted to Advanced Strata Inspections on behalf of a third party.

Client Name: Joel Hooper

Lot No: 31

Strata Plan: 102187

Address: 403/11 Mitchell Avenue Jannali NSW 2226

Prepared for: Joel Hooper

Inspector: Natasha Zakula

Inspection Date: 6/12/2023

Contact



Natasha 0448888981



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Documents for Inspection

Listed are documents that are normally made available by the Strata Managing agent at the time of inspection of the Strata Records. Those marked 'Yes' have been attached to this report.

Strata Roll	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Strata Plan	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Certificate of Title	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Financial Accounts	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Admin & Capital Works Fund	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Insurance Valuation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Building Insurance	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Previous 5 years AGM Minutes	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
EGM minutes (if applicable)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Correspondence File	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Fire Safety Certificate	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Capital Works Fund Forecast Report	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Occupational Health and Safety Report	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Asbestos Report	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Building Defects (if applicable)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Cladding (if applicable)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Strata Plans By-laws (if applicable)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Were records missing	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Have missing documents been requested	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Missing documents (if applicable): Bylaws

Notable Matters

Note: On issues, and or building matters found in the books and records, which may be of interest to the purchaser.

We note the 2023 AGM is scheduled for 11/12/2023 (agenda attached) and we note the following has been proposed:

- To consider building warranties and the defects period – Motion 2
- A special levy of \$84,700.00 to fund building defects litigation proceedings – Motion 3

We note a Notice of intention to issue a Building Work Rectification Order was issued to the owners corporation on 31/07/2023, however we did not identify any further documentation relating to this notice, or a formal Building Work Rectification Order. We note the defects matter is still ongoing and all relevant documentation is attached for your reference.

GM 6/06/2023:

- Resolved to approve the termination of the Building Manager - BME Group due to raised concerns regarding lack of service performed under the Agreement noting that the initial contract term has expired and is on a month-to-month basis.
- Resolved to review the PART 11 Building Bond Scheme timeline and provided instructions to the Strata Managing Agent to obtain a costs proposal from Bannermans Lawyers to seek recovery of the 2% building bond monies held in trust for consideration.

AGM 29/11/2022:

- Resolved that the Owners Corporation discussed the statutory warranty periods which apply to the strata scheme noting that the Occupancy Certificate was issued approximately on 11/11/2020, decided that the scheme will continue to engage Bannermans Lawyers as per the approved fee proposal dated 15/08/2022 to be the legal representative of the Owners Corporation in the defect matter. The Owners Corporation further resolved that the Strata Manager and Building Manager shall forward Bannermans Lawyers' advice in relation to the conduct and settlement of the building defect claims to the Strata Committee for their further review and instructions. With respect to the warranty expiry periods, the following dates apply:
 - Minor Defect Warranty Period Expiry Date - Approximately 11/11/2022 (Expired)
 - Major Defect Warranty Period Expiry Date - Approximately 11/11/2026

GM 25/10/2022:

- Resolved to engage Endeavour Engineering to inspect 100% of Units & Common Areas in accordance with its fee estimate of \$22,000.00 (GST Inclusive) to provide a general building defect report.
- Resolved to raise a Special Levy for the amount of \$22,000.00 (GST Inclusive) to fund the approved fee estimate for Endeavour Engineering to inspect 100% of units and common areas to provide a general building defect report.
- Resolved to engage Eagle Fire and Safety to inspect 100% of units and common areas in accordance with its fee estimate of \$35,310.00 (GST Inclusive) to provide a fire safety defect report.
- Resolved to raise a Special Levy for the amount of \$35,310.00 (GST Inclusive) to fund the approved fee estimate for Eagle Fire and Safety to inspect 100% of units and common areas to provide a fire safety defect report.

GM 12/10/2022:

- Resolved to engage Bannermans Lawyers in accordance with its fee proposal dated 8 August 2022.
- Resolved to raise a Special Levy for the amount of \$1,210.00 (including GST) to fund the approved fee proposal.
- Resolved to:
 - 1. notify the scheme's insurer of the defects (to be done by the managing agent);
 - 2. notify the builder and developer of the building defects within 6 months of becoming aware of the defects;
 - 3. explore settlement with the builder and developer regarding building defects with a view to entering into a contract for rectification of the defects;
 - 4. make a complaint to NSW Fair Trading regarding the building defects in the scheme for which the builder is liable;
 - 5. appoint the Building Manager (BME Group Building Management) as the scheme's representative to attend the inspection with NSW Fair Trading and instruct the Building Manager (BME Group Building Management) to not enter into an agreement with the builder, but to permit NSW Fair Trading to issue rectification orders against the builder; and
 - 6. subject to legal advice, commence either joint or separate proceedings against, or join to any proceedings so commenced, any or all of the following:
 - (a) the builder; and/or
 - (b) the developer;
 - in the NSW Civil and Administrative Tribunal, District or Supreme Court (depending upon the estimated value of the claim), as is necessary to indemnify the owners corporation for its loss or damage incurred, or to be incurred, as a result of the existence of defects in the common property;

- 7. engage Bannermans Lawyers in accordance with its fee proposal dated 15 August 2022 as annexed to the meeting notice to undertake the activities referred to in “Stage 1 – Preservation of rights and early withdrawal of proceedings” and “Stage 2 – Settlement at early stages of the proceedings in the event that the builder appears prepared to enter into a settlement on acceptable terms which includes commencing legal action against the builder and developer.
- 8. engage Bannermans Lawyers in accordance with its fee proposal dated 15 August 2022 as annexed to the meeting notice to undertake the activities referred to in “Stage 3 – Ongoing proceedings”.
- 9. appoint the Strata Manager to provide the owners corporation’s instructions to Bannermans Lawyers including instructions on the conduct and settlement of the building defects claim.
- 10. engage Bannermans Lawyers to obtain fee proposals to engage relevant experts to provide a building defect report and a fire safety defect report that are litigation-compliant expert reports for the Owners Corporation's further instructions at a future General Meeting.
- Resolved to raise a Special Levy for the amount of \$13,200.00 (including GST) to fund the approved legal services - Stage 1 & 2 of Legal Services as per Bannermans Fee Proposal Dated 15/08/2022
- Resolved to raise a Special Levy for the amount of \$39,413.00 (including GST) to fund the approved legal services - Stage 3 of Legal Services as per Bannermans Lawyers' Fee Proposal Dated 15/08/2022

AGM 30/11/2021:

- Resolved that the Owners Corporation discussed the statutory warranty periods which apply to the strata scheme and decided that all defects are still be reported to the building manager at this time. The strata manager explained the current timeline of events that are taking place since the appointment of Eagle Eye Building Consultants being the appointed consultant in accordance with part 11 of the strata schemes Management Act. Eagle Eye Building Consultants have 1 lot still to be inspected and then their complete defect list will be provided to the strata manager. This list will be provided to the strata committee to review before sending off to the builders from Forte Sydney Property Group Pty Ltd.
 - When the the defect list is presented to the builders they will be given a 2 week timeframe to provide a response on all listed defects and will be requested to give an exact date as to when all defects will be completed. Should the Owners Corporation not be satisfied with their response they may consider to seek legal representation for the defect matter.

GM 9/11/2021:

- Resolved to accept Eagle Eye Building Consultants (EEBC) as the approved building inspector for the purpose of conducting a building defect inspection in accordance with Part 11 of the Strata Schemes Management Act 2015.

GM 28/07/2021:

- Resolved to discuss the statutory warranty periods which apply to the strata scheme and decided that the strata manager will obtain 3 quotes for structural engineers to carry out a full comprehensive inspection to all lots and common property to confirm and list all defects within the building including both major and minor defects. When all quotes are obtained an Extraordinary General Meeting will be held for owners to vote and approve 1 of the quotes and raising an additional levy to cover the cost of the work. It was further resolved that a fee proposal is obtained for legal representation so when the report is completed (if approved at upcoming EGM) that the solicitors will provided detailed plans on how to present this report to the builders to review and have defects attended to and finalised. When the EGM

is held we will also arrange for representative from preferred legal advisor to attend meeting.

AGM 12/01/2021:

- Resolved to enter into Energy & Bulk Gas Hot Water Services supply agreements with Arc Energy Corporation Pty Ltd.
- Resolved to enter into an agreement with SPEL Stormwater for the purposes of implementing and maintaining the stormwater filtration system located on common property in accordance with the requirements of local Council and any other authorities.
- Resolved to enter into a Cleaning and Gardening Agreement with Delux Building Management Group Pty Ltd.
- Resolved to approve the appointment of a building inspector for the purposes of Part 11 of the Act.

Strata Roll

Owner/Name: Joel Hooper & Kara Hanna

Address: C/- Cripps & Cripps – Cronulla Suite 11/38-60 Croydon Street CRONULLA NSW 2230

Mortgagee: None noted

The details above reflect the information available in the Strata records. Current ownership details can be confirmed with your legal adviser from the title search included as part of the sale contract for this property.

Unit Entitlement: (Aggregate Entitlement)

The unit entitlement is 52 of an aggregate of 1000. Therefore, the subject lot carries rights and responsibilities equivalent to 5.2% of the strata plan. The owners of the subject lot may cast votes equivalent to their percentage ownership of the strata plan and are responsible for the expenditure of the building to the same extent.

Levies

The budget passed at the last Annual General Meeting is as follows:

Date of the last AGM held:	29/11/2022
Date of next expected AGM:	11/12/2023 (agenda attached)

Administration Fund:

Total Building:	\$168,833.01
The Subject Lot:	
Annually:	\$8,779.20
Per Quarter:	\$2,194.80

Capital Works Fund:

Total Building:	\$15,400.00
The Subject Lot:	
Annually:	\$800.80
Per Quarter:	\$200.20

Effective from:	31/01/2023
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Arrears:	
The Subject Lot:	\$0.00

Previous Year's levies determined at the AGM dated: 30/11/2021

Administration Fund:

Total Building: \$138,600.00

Capital Works Fund:

Total Building: \$13,200.00

Special Levies**Current**Yes No

Reason for special Levies: Nil

Possible or proposed special leviesYes No Reason for possible or proposed special levies: *Possible special levy required to fund the current deficit in the administrative fund, should this not be resolved by the end of the financial year.*

Supporting documents attached:

Yes No

Additional documents or commentary requested:

Yes No **Past**Yes No

Reason for special Levies:

*GM 25/10/2022 - Resolved to raise a Special Levy for the amount of \$22,000.00 (GST Inclusive) to fund the approved fee estimate for Endeavour Engineering to inspect 100% of units and common areas to provide a general building defect report.**GM 25/10/2022 - Resolved to raise a Special Levy for the amount of \$35,310.00 (GST Inclusive) to fund the approved fee estimate for Eagle Fire and Safety to inspect 100% of units and common areas to provide a fire safety defect report.**GM 12/10/2022 - Resolved to raise a Special Levy for the amount of \$1,210.00 (including GST) to fund the approved Bannermans fee proposal.**GM 12/10/2022 - Resolved to raise a Special Levy for the amount of \$13,200.00 (including GST) to fund the approved legal services - Stage 1 & 2 of Legal Services as per Bannermans Fee Proposal Dated 15/08/2022**GM 12/10/2022 - Resolved to raise a Special Levy for the amount of \$39,413.00 (including GST) to fund the approved legal services - Stage 3 of Legal Services as per Bannermans Lawyers' Fee Proposal Dated 15/08/2022*

Resolved:

Yes No

Supporting documents attached:

Yes No

Additional documents or commentary requested:

Yes No **Capital works fund forecast**

Capital works fund forecast is attached:

Yes No

Strata Plan

Number of lots in Strata Plan: 31

Number of Units: 31

Lot and Unit number correspond

Yes

No

Date Strata Plan registered: 19/10/2020

Original Owner: Mitchell Avenue Development P Ltd

Managing Agent

Name: Netstrata

Address: 298 Railway Parade Carlton NSW 2218

Telephone Number: 1300 663 760

Assigned Manager: Joshua William

Covid-19

In response to the impact of COVID-19 on strata and community schemes, the NSW Government has made temporary changes to the law to give schemes the flexibility they need to function. The regulations commenced on 5 June 2020 and will be in place until further notice.

You should refer to the NSW Government Fair Trading website for further details:

<https://lnk.nswfairtrading.trclient.com/l/AtGMpL-xv3We3xxUWiLMJV8>

Owners Funds

As at 4/12/2023 The financial position of the Owners Corporation (ASSETS MINUS LIABILITIES) was as follows:

Administration Fund: -(\$58,207.90)

(This fund covers the day-to-day expenditure of the building)

Capital Works Fund: \$28,590.03

(This fund is intended to cover long-term maintenance of the building)

Combined:

Owners Funds: -(\$29,617.87)

Cash at Bank: \$3,512.30

Total levies in arrears: \$1,508.70

Past building work

We refer you to the History of Expenditures below which notes major expenditure items for building works.

The following extracts concerning this work and other matters of interest are taken from the minutes, financial accounts, and correspondence: The following capital works fund, income & expenditure statements are attached for your reference, for the period:

Date:

01/11/23 - 04/12/23

01/11/22 - 31/10/23

Account Keeping Requirements:

Accounting records are kept as per the Act	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Annual Budgets have been prepared	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Accounts are audited	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Tax returns

Corporation lodges income tax returns	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Copy of most recent Tax Return sighted	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Expenditure for tax preparation in financial account	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
The Owner's Corporation is registered for and collects GST	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Insurance

Insurance held with: **SCI**

Policy No: **NRSC20005774**

Due Date: **30/11/2024**

Building: \$17,897,774

Public Liability: \$20,000,000

Voluntary Workers: \$200,000/2000

Workers Compensation: Not Included

Please Note: Only required where wages are paid in excess of \$7,500 per annum

Loss of Rent: \$2,684,666

Please Note: Coverage for situations where the building becomes uninhabitable.

Office Bearers Liability: \$1,000,000

Fidelity Guarantee: \$100,000

Machinery Breakdown: \$100,000

Common Contents: \$178,978

Building Catastrophe: \$2,684,666

Total Premium Cost: \$29,056.28

Documents sighted Yes No

All insurances held in the name of the Owners Corporation:

Yes No

The Strata Schemes Management Act 1996 requires the Owners Corporation to have the following:

- a) Building insurance at least to the value of the building as determined by a valuation which must be obtained at least every 5 years
- b) Public Liability cover to a minimum of \$10,000,000
- c) Workers' Compensation insurance; and Voluntary Workers insurance.

Building valuation

Valuer: Archi-QS

Date: 1/08/2023

Building Replacement Cost: \$17,897,774

Minutes and records

Minutes and financial records have been retained for the prescribed period of five years:

Yes No

Date of the last AGM: 29/11/2023

Last Minutes in Book: 13/07/2023

Date of the first AGM: 12/01/2021

Missing Minutes:

Yes No

Please specify:

Minutes Requested

Yes No

Strata Committee Members: Please refer to the 2022 AGM minutes, attached.

Notices

Do the records contain Notices or Orders adversely affecting the Owners Corporation?

Yes No

Please Insert comments: Intention to Issue Building Rectification Order – See attached

Litigation

Any evidence of current or proposed litigation involving the Owners Corporation:

Yes No

Resolved:

Yes No

Reason please specify: Defects Legal Proceedings – refer to notable matters

Documents attached

Yes No

Documents or commentary requested:

Yes No

By-Laws for this Strata Scheme

The Certificate of Title is not normally found in the strata records. A Title Search is normally conducted and included as part of the sale contract documentation. Please consult with your legal adviser on this issue.

A search should be made at the Land Titles Office regarding registers dealings. The Strata Schemes Management Act 1966 requires that a change of By-Laws must be registered within two years of a resolution being passed.

New Strata Legislation (effective 30 November 2016)

The Strata Schemes Management Act 2015 commenced on 30 November 2016 which enacts new regulations regarding By-Laws.

All Strata Schemes will need to review their By-Laws before 1 December 2017.

Schemes prior to 1 July 1997 must adopt the new model By-Laws. However, they can be subject to changes being adopted through a Special Resolution in a general meeting of the Owners Corporation.

Strata Schemes commencing between 1 July 1997 and 30 November 2016 must review their By-Laws by 1 December 2017. [Note: Adoption of the new model By-Laws is not compulsory.](#)

Is there any evidence of By-Laws passed during the past 6-Months, that have not been registered:

Yes No

If yes, please specify: Nil

Harmony

We note that the following By-Laws infringements were addressed in recent times:

None sighted

Pets

[NOTE: Owners Corporations have twelve \(12\) months from 30 November 2016 to review the By-Laws of their Strata Scheme as outlined in the By-Laws section of this Report. Therefore, the current attitude policy to pets, if any, will remain in place until the Review is undertaken.](#)

Current policy for this Strata Scheme

[Keeping of animals – Refer to the strata plans by-laws](#)

Alterations and Additions

Before conducting alterations to units or the common property owners must first request permission from the Owners Corporation.

Do the records contain any recent applications to the Strata Committee for permission to conduct alterations or additions to individual units or to the subject lot:

Yes No

If yes, please specify: Nil

Fire safety certificate

Was the current Fire Safety Certificate sighted:

Yes No

Glossary

A

Agenda

A list of motions or issues to be voted upon or deliberated at a meeting.

Aggregate Unit Entitlement

The total of all the individual lot unit entitlements in the Strata Scheme. See also Total Unit Entitlement and Unit Entitlement.

Annual General Meeting (AGM)

A meeting of owners and other interested parties (as noted on the Strata Roll) that must be convened once a year under the NSW Strata Schemes Management Act 2015. Also, see General Meeting.

Airspace

A lot owner effectively owns the airspace (and anything included in the airspace) inside the boundary walls, floor, and ceiling of the lot. Lot airspace may include balconies and courtyards. Everything within the airspace must be maintained at the owner's cost.

B

By-Laws

A set of rules the residents (owners and tenants) in the strata or community scheme must abide by.

Budget

An estimation of future receipts and payments likely to occur in the coming year for a scheme. This estimate is prepared by the Strata Committee or the Strata Managing Agent and is based principally on the historical costs of the scheme.

C

Capital Works Fund [Note: previously known as Sinking Fund](#)

A fund, under the control of the Owners Corporation, used to cover major renewal, repair or replacement works for the scheme including such things as window bar replacement, structural rectification, roofing replacement or repair, common property painting, stairwell carpet replacement, balcony problems, unexpected emergencies etc. Contributions are set by the Owners Corporation and are usually paid in quarterly instalments (see Levies).

Certificate of Title

A title deed issued by the NSW Land and Property Information to prove ownership of a lot. The Owner's Corporation is also issued with a title deed for the common property.

Common Property

Common property is areas such as driveways, external walls, roofs, stairwells, foyers, and gardens. Ownership is shared between Lot owners. Everything that is not defined as part of a lot is common property.

E

Extraordinary General Meeting (EGM)

A meeting held outside the time frame of the Annual General Meeting for the consideration of any matters that need to be addressed by all owners.

Exclusive Use

A special right granted to an owner to use a part of the common property (e.g., exclusive use of a car space located on common property).

Executive Committee (see Strata Committee)

H

Harmony

A term used to describe the level of owner contentment that exists within a scheme. Issues that impact on the level of harmony are parking, noise, animals and disputes between neighbours, owners, and the Strata Committee.

I**Initial Period**

The period in which the original owner still owns strata lots in a Strata Scheme for which the sum of the unit entitlements of those lots comprises more than 2/3 of the aggregate unit entitlement of the scheme.

L**Levies**

Contributions usually paid quarterly, by the owners to the Owners Corporation to cover regular expenditure and future major works expenses. The amount paid by each lot owner is regulated by the unit entitlement of their respective lot and allocated to both the Administrative and Capital Works (previously known as Sinking) Funds.

Lot

A strata scheme is a building or collection of buildings that has been divided into 'lots. Lots can be individual units/apartments, townhouses, or houses. When a person buys a lot, they own the individual lot and share the ownership of common property with other lot owners.

M**Minutes**

A documented record of all proceedings for all meetings held by the Owners Corporation and Strata Committee.

Motion

A proposal put forward for consideration at meetings held by the Owners Corporation and the Strata Committee.

O**Ordinary Resolution**

A resolution that requires a majority vote of eligible owners or representatives present at a general meeting. An ordinary resolution motion is resolved if the majority of the votes cast are in favour of the motion otherwise the motion is defeated. Ordinary Resolutions are proposed to deal with such things as determining levy contributions and administrative matters.

Original Owner

The owner of the entire strata titled complex when the Strata Scheme was originally registered. It is usually the developer or builder.

Owners Corporation

The legal entity consists of all the owners of the lots in a Strata Scheme and formed when a Strata Plan is registered.

P**Poll**

A method of voting at meetings where each owner's vote has a value based on their lots unit entitlement.

Proxy

A person appointed, in writing, by an owner or mortgagee to attend a meeting and vote on the appointer's behalf.

Q**Quorum**

A quorum for a general meeting is 25% of people entitled to vote or owners who hold 25% or more of unit entitlement. A quorum for an executive committee meeting is at least 50% of the executive committee members.

R**Resolution**

A decision made at a meeting based on a motion raised and addressed at the meeting. There are three types of resolutions – Ordinary Resolutions, Special Resolutions and Unanimous Resolutions.

S

Sinking Fund (see [Capital Works Fund](#))

Special Levy

A Special Levy is raised to pay for expenses not budgeted for in either the Administrative Fund or the Capital Works Fund (previously Sinking Fund). The amount and number of payments are specified at a general meeting of the Owners Corporation where the levy is approved.

Special Resolution

A Special Resolution requires a minimum of 75% of the owners in favour of a motion, based on unit entitlement, when presented at a general meeting of the owner's corporation. Special Resolutions are proposed to deal with such things as issues concerning common property or the amending of By-Laws.

Strata Committee (previously known as the [Executive Committee](#))

Elected representatives of the owners. The election takes place at each Annual General Meeting. The three main positions are Chairman, Secretary and Treasurer.

Strata Scheme

A Strata Scheme is a building or collection of buildings that has been divided into lots. Lots can be individual units/apartments, townhouses, or houses. When a person buys a lot, they own the individual lot and share the ownership of common property with other lot owners. Common property generally includes things like gardens, external walls, roofs, driveways, and stairwells.

Strata Roll

The register of the owners of all lots in the Strata Scheme including any utility lots. It also includes the names of other interested parties such as any mortgagees, covenant charges or lessees.

T**Total Unit Entitlement**

The total of all the individual lot unit entitlements in the Strata Scheme.

Tribunal

The NSW Civil and Administrative Tribunal (NCAT) hears and determines disputes between tenants, landlords, traders, and consumers in a timely and effective manner.

U**Unanimous Resolution**

A Unanimous Resolution requires 100% of the owners in favour of a motion when presented at a general meeting of the owner's corporation. Unanimous resolutions are proposed to deal with such things as alterations to the Strata Plan or dealing with some Insurance matters.

Unit Entitlement

Each lot in a strata plan is allocated a unit entitlement based upon its value relative to the other lots in the scheme. This entitlement regulates the proportion of the levies payable by the lot owners and the voting rights of the lot.

W

WHS – Work Health & Safety

An acronym for Work Health & Safety, which is a set of rules and regulations concerned with protecting the safety, health, and welfare of people engaged in work or employment. The goal of occupational safety and health programs is to foster a safe and healthy work environment.

Terms & Conditions

Intellectual Property

This report has been prepared by Advanced Strata Inspections for the client and or contracted to Advanced Strata Inspections on behalf of a third party. If you have not purchased this report through either party or entered into a commercial agreement with these parties you do not have the right to discuss this report or its contents. If you have received a copy of this report and you have not entered into an agreement then you have not agreed to our terms and conditions therefore you will not be covered by our indemnity insurance, this is a breach of our terms and conditions and a breach of our copyright and intellectual property.

Limitations and disclaimers relating to our inspection and reports

You should note that there are limitations and disclaimers in our inspections and reports. These limitations and disclaimers are clearly outlined below, throughout this report and in the Client Agreement that you agreed to prior to purchasing any report.

Disclaimer

a) During the subject inspection, no attempt was made to ascertain whether any Managing Agent has complied with the detailed accounting requirements of the Auctioneers and Agents legislation or whether the prescribed accounting and prescribed financial statement requirements are being complied with by the Owner's Corporation. As these requirements are particularly complex, an additional inspection by a specially trained inspector would be necessary before we can report.

b) The information contained in this report was extracted from the books and records of the Owner's Corporation and as far as was possible, from conversations with officers of the Owner's Corporation. Special procedures were followed to minimise the possibility of records not being made available for inspection. However, your attention is directed to the possibility that all the Owner's Corporation records may not have been made available for inspection or, alternatively, that the records may not have contained all the information of interest to a Purchaser or Mortgagee. Please note that some managing agents are in the practice of archiving records prior to the required period of five years & that these records may not have been made available for this inspection.

c) Most of the records at this managing agent's office have been scanned and are kept on their computer data base; each image is individually scanned and recorded in various categories rendering their inspection most cumbersome and difficult; we can therefore not be certain that we sighted each and every image

d) This report is issued to the named client and if that person is a solicitor or conveyancer, the client of that solicitor or conveyancer, Advanced Strata Inspections and their contractor will not accept any responsibility to any other person who relies upon this report to their detriment unless it has been agreed to in writing to accept such responsibility.

e) It is recommended and encouraged to seek legal assistance and advice on the details and contents of this report. We will not be able to provide you with advice or guidance.

Information regarding this report

This report summarises information gathered during an inspection of the records of the strata plan.

The information used is based on what is made available to the inspector on the date of inspection by the Strata Managing Agent. Strata Records are available via a computer storage system our inspectors will inspect those records as well as any photocopies provided by the Strata Managing Agent. We cannot guarantee that what was made available at the time of inspection forms part, or all of the records the Strata Management holds in their possession.

This strata management office was not open to the public for access to the records. A formal inspection of the records was not conducted in person. We obtained this information and attachments by way of portal access or email attachments from the strata management company.

This strata management office was open to the public for access to the records. A formal inspection of the records was conducted in person. We obtained this information and attachments by way of access to soft and hard copy records on site.

This strata plan forms part of a Community Association/BMC, which oversees the entire complex. The records of the association were not inspected. The association/shared facility/BMC may hold records pertaining to the subject strata plan.

Contact Us

If you would like further clarification regarding the information within this report or have any questions our inspector's details can be found below. Please do not hesitate to do so before any other action is taken.

Inspector contact details:

Email: Natashaz@advancedstrata.com.au

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Contact us: <https://advancedstrata.com.au/contact>

Instagram: [@advancedstratainspections](https://www.instagram.com/advancedstratainspections)

Strata Plan 102187
11 MITCHELL AVENUE JANNALI

S/Plan 102187
Building Address 11 MITCHELL AVENUE
Suburb JANNALI

Units 31 **Lots** 31
State NSW **Post Code** 2226
ABN 87931389073
GST Yes
Manager Joshua William

Original Proprietor: Mitchell Avenue Development P Ltd

Address: 701/70 Castlereagh Street
 SYDNEY NSW 2000

Registered: 19/10/20

1st Levy Due: 31/01/23

AGM Date: 29/11/23

2nd Levy Due: 01/04/23

Revaluation Date: 01/08/24

3rd Levy Due: 01/07/23

Services Date:

4th Levy Due: 01/10/23

Financial Year: 01/11/23 - 31/10/24

Unit of Entitlement Breakdown by Lot

Lot	Unit	Prime Lots	Name	Entitlement Units
1	G01	N	Aaron John Caldwell	25
2	G02	N	Ngaire Walls & Benjamin Shelto	32
3	G03	N	Kerri-Anne Marnell	31
4	G04	N	Mandy & Michael Brennan	32
5	G05	N	Jake Manning & Jaimie Travers	31
6	G06	N	Peter & Marilyn Paratore	42
7	G07	N	Carly Joy Field	24
8	101	N	Malcolm & Lara Scicluna	31
9	102	N	David Miljak & Sophia Lolis	32
10	103	N	Bartek & Claire Marnane	30
11	104	N	Joshua Cook & Sarah Pisani	30
12	105	N	Jason Jeffery Riley ATF Ri Investments	30
13	106	N	Pamela Noeline Eggins	41
14	107	N	Talia Paige Morphett	24
15	201	N	Wei Yong Shen & Jie Lie	28
16	202	N	Reginald Smedley	31
17	203	N	Aaron Cunningham & Lauren Pant	31
18	204	N	Xiaojing & Gengye Gu	30
19	205	N	James & Emily Phipps	30
20	206	N	Annette Marie Clarke	44
21	207	N	Daniel Bruce Gersback	25
22	301	N	Sonya Tomic	32
23	302	N	C Koczka & S Kakavelis	33
24	303	N	Michael Shea & Agnes Shea	31

Strata Plan 102187
11 MITCHELL AVENUE JANNALI

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Units 31 **Lots** 31
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ABN 87931389073
GST Yes
Manager Joshua William

25	304	N	Catherine Mary Louise Towers	31
26	305	N	Lynn Baker	31
27	306	N	Gary & Annette Windon	45
28	307	N	Nichole Gay Voroshine	25
29	401	N	Phillip & Susan Price	34
30	402	N	Colin & Anne Kegg	32
31	403	N	Joel Hooper & Kara Hanna	52
Aggregate Unit Entitlement				1000
Building Aggregate				1000

Strata Plan 102187
11 MITCHELL AVENUE JANNALI

S/Plan 102187
Building Address 11 MITCHELL AVENUE
Suburb JANNALI

Units 31 **Lots** 31
State NSW **Post Code** 2226
ABN 87931389073
GST Yes
Manager Joshua William

Lot: 31 **Unit: 403**

Date of Dealing:

Unit Entitlement: 52 / 1000

Owner Name: Joel Hooper & Kara Hanna

Levy Address: C/- Cripps & Cripps - Cronulla
Suite 11/38-60 Croydon Street
CRONULLA NSW 2230

Notice Address: 403/11 Mitchell Avenue
JANNALI NSW 2226

Postal Address: 403/11 Mitchell Avenue
JANNALI NSW 2226

Tenant Name:

Managing Agent: Cripps & Cripps - Cronulla

Agent Address: Suite 11/38-60 Croydon
Street CRONULLA NSW
2230

Owner History

21/10/20 Owner - Investor Mitchell Avenue Development P Ltd
30/11/20 Owner - Occupier Joel Hooper & Kara Hanna

Strata Plan 102187
Lot 31, 11 MITCHELL AVENUE JANNALI

Date	Fund	Details	Debit	Credit	Balance
05/12/22	SL-Legal-Stage3	Opening Balance	2,049.50		(2,049.50)
05/12/22	SL-Legal-Stage1&2	Opening Balance	686.40		(2,735.90)
05/12/22	SL-Eagle Fire&Safety	Opening Balance	1,836.10		(4,572.00)
05/12/22	SL-Legal- Preliminary	Opening Balance	62.90		(4,634.90)
05/12/22	SL-Endeavour Engineering	Opening Balance	1,144.00		(5,778.90)
31/12/22	Administrative	Arrears Notice Fee - Levy Notice on	35.00		(5,813.90)
31/01/23	Administrative	Levy 1/1/2023-31/3/2023	2,194.80		(8,008.70)
31/01/23	Capital Works	Levy 1/1/2023-31/3/2023	200.20		(8,208.90)
15/02/23	Administrative	Arrears Notice Fee - Levy Notice on	35.00		(8,243.90)
22/02/23	Administrative	BPay Payment: DEFT Bpay 0000094997		2,229.80	(6,014.10)
22/02/23	SL-Legal- Preliminary	BPay Payment: DEFT Bpay 0000094997		62.90	(5,951.20)
22/02/23	SL-Legal-Stage1&2	BPay Payment: DEFT Bpay 0000094997		686.40	(5,264.80)
22/02/23	SL-Legal-Stage3	BPay Payment: DEFT Bpay 0000094997		2,049.50	(3,215.30)
22/02/23	SL-Endeavour Engineering	BPay Payment: DEFT Bpay 0000094997		1,144.00	(2,071.30)
22/02/23	SL-Eagle Fire&Safety	BPay Payment: DEFT Bpay 0000094997		1,836.10	(235.20)
22/02/23	Capital Works	BPay Payment: DEFT Bpay 0000094997		200.20	(35.00)
01/04/23	Administrative	Levy 1/4/2023-30/6/2023	2,194.80		(2,229.80)
01/04/23	Capital Works	Levy 1/4/2023-30/6/2023	200.20		(2,430.00)
10/05/23	Administrative	Arrears Notice Fee - Levy Notice on	35.00		(2,465.00)
12/05/23	Administrative	BPay Payment: DEFT Bpay 0000094997		2,194.80	(270.20)
12/05/23	Capital Works	BPay Payment: DEFT Bpay 0000094997		200.20	(70.00)
29/05/23	Administrative	Arrears notice reversal		35.00	(35.00)
29/05/23	Administrative	Arrears notice reversal		35.00	0.00
30/06/23	Administrative	BPay Payment: DEFT Bpay 0000094997		2,194.80	2,194.80
30/06/23	Capital Works	BPay Payment: DEFT Bpay 0000094997		200.20	2,395.00
01/07/23	Administrative	Levy 1/7/2023-30/9/2023	2,194.80		200.20
01/07/23	Capital Works	Levy 1/7/2023-30/9/2023	200.20		0.00
01/10/23	Administrative	Levy 1/10/2023-31/12/2023	2,194.80		(2,194.80)

Strata Plan 102187
Lot 31, 11 MITCHELL AVENUE JANNALI

Date	Fund	Details	Debit	Credit	Balance
01/10/23	Capital Works	Levy 1/10/2023-31/12/2023	200.20		(2,395.00)
11/10/23	Administrative	BPay Payment: DEFT Bpay 0000094997		2,194.80	(200.20)
11/10/23	Capital Works	BPay Payment: DEFT Bpay 0000094997		200.20	0.00
			15,463.90	15,463.90	0.00
				Interest Due:	\$0.00
				Total Due:	\$0.00

Strata Plan 102187
11 MITCHELL AVENUE JANNALI

	Administrative Fund	Capital Works Fund	TOTAL
ASSETS			
Cash at Bank	(25,304.59)	28,816.89	3,512.30
Levies Receivable	1,386.50	122.20	1,508.70
Total Assets	(23,918.09)	28,939.09	5,021.00
LIABILITIES			
Levies Paid in Advance	747.05	0.00	747.05
GST Liabilities	(4,424.09)	349.06	(4,075.03)
Accounts Payable	264.00	0.00	264.00
Other Payable	37,702.85	0.00	37,702.85
Total Liabilities	34,289.81	349.06	34,638.87
Net Assets	(58,207.90)	28,590.03	(29,617.87)
OWNERS FUNDS			
Opening Balance	(4,667.60)	28,590.03	23,922.43
Surplus / Deficit for the period	(53,540.30)	0.00	(53,540.30)
Closing Balance	(58,207.90)	28,590.03	(29,617.87)
Total Owners Funds	(58,207.90)	28,590.03	(29,617.87)

Strata Plan 102187
11 MITCHELL AVENUE JANNALI
Administrative Fund

	Actual	Budget	Actual	Budget
	01/11/23 - 04/12/23	01/11/23 - 31/10/24	01/11/22 - 31/10/23	01/11/22 - 31/10/23
Income				
Debt Collection Recoveries				
Debt Collection Recoveries-Reversal	\$0.00	\$0.00	(\$159.10)	\$0.00
Debt Collection Recoveries	\$80.00	\$0.00	\$700.94	\$0.00
Expenses Recoveries				
Owner Expense Recoveries	\$219.00	\$0.00	\$200.00	\$0.00
Expense Recoveries (GST)	\$0.00	\$0.00	\$77.27	\$0.00
Expense Recoveries	\$0.00	\$0.00	\$185.00	\$0.00
Insurance Claim Income				
Insurance Claim Income	\$0.00	\$0.00	\$3,260.40	\$0.00
Interest				
Interest (Insurance Premium Renewal Fund)	(\$4,375.46)	\$0.00	\$0.00	\$0.00
Levy Income				
Contributions - General	\$0.00	\$162,757.27	\$153,540.80	\$153,873.65
Special Levy				
Special Levy Income (SL-Legal-Preliminary Fund)	\$0.00	\$0.00	\$1,099.85	\$1,100.00
Special Levy Income (SL-Legal-Stage1&2 Fund)	\$0.00	\$0.00	\$12,000.00	\$12,000.00
Special Levy Income (SL-Legal-Stage3 Fund)	\$0.00	\$37,000.00	\$35,830.09	\$35,830.00
Special Levy Income (SL-Endeavour Engineering Fund)	\$0.00	\$40,000.00	\$20,000.00	\$20,000.00
Special Levy Income (SL-Eagle Fire&Safety Fund)	\$0.00	\$0.00	\$32,099.85	\$32,100.00
Total Income	(\$4,076.46)	\$239,757.27	\$258,835.10	\$254,903.65
Expenses				
Accounting, Taxation & Banking				
Bank Fees	\$4.40	\$80.00	\$51.40	\$80.00
DEFT Process Fees	\$0.36	\$100.00	\$96.10	\$90.00
BAS & Tax Administration	\$288.89	\$1,750.00	\$1,697.40	\$1,700.00
Audit Report	\$0.00	\$800.00	\$0.00	\$800.00
Air Conditioning				
Mechanical Ventilation	\$890.00	\$3,500.00	\$3,316.00	\$2,600.00
Air Conditioning Maintenance	\$0.00	\$0.00	\$0.00	\$1,500.00
Building General				
General Maintenance	\$160.00	\$4,000.00	\$2,268.64	\$4,000.00
Garage Security Gate / Shutter	\$219.00	\$1,300.00	\$1,218.18	\$750.00
Locks & Doors	\$0.00	\$1,500.00	\$1,454.72	\$550.00
Cleaning				
Cleaning - General	\$1,280.00	\$17,000.00	\$16,960.00	\$17,000.00
Electrical				
Electrical Repairs	\$345.00	\$1,000.00	\$200.00	\$1,000.00

Strata Plan 102187
11 MITCHELL AVENUE JANNALI
Administrative Fund

	Actual	Budget	Actual	Budget
	01/11/23 - 04/12/23	01/11/23 - 31/10/24	01/11/22 - 31/10/23	01/11/22 - 31/10/23
Electricity				
Electricity Consumption	\$1,094.07	\$14,000.00	\$13,842.15	\$13,000.00
Fire Control				
Fire Services	\$432.81	\$18,000.00	\$23,209.17	\$12,500.00
Garden & Grounds				
Gardening	\$780.00	\$9,600.00	\$9,535.92	\$9,500.00
Irrigation System	\$0.00	\$500.00	\$0.00	\$500.00
Insurance				
Insurance Premium	\$0.00	\$41,913.00	\$29,056.28	\$29,000.00
Insurance Claims	\$0.00	\$4,000.00	\$8,869.49	\$0.00
Insurance Valuation Report	\$0.00	\$330.00	\$300.00	\$280.00
Insurance Premium (Insurance Premium Renewal Fund)	\$34,363.56	\$0.00	\$0.00	\$0.00
Legal & Professional Services				
Legal Fees (SL-Legal-Stage1&2 Fund)	\$0.00	\$0.00	\$13,938.45	\$12,000.00
Legal Fees (SL-Legal-Stage3 Fund)	\$0.00	\$37,000.00	\$48,958.16	\$35,830.00
Building Warranty (SL-Endeavour Engineering Fund)	\$0.00	\$40,000.00	\$20,000.00	\$20,000.00
Building Warranty (SL-Eagle Fire&Safety Fund)	\$0.00	\$0.00	\$28,792.25	\$32,100.00
Legal Fees (SL-Legal-Preliminary Fund)	\$0.00	\$0.00	\$0.00	\$1,100.00
Legal Fees	\$1,463.34	\$0.00	\$0.00	\$0.00
Lift Repairs				
Lift Maintenance	\$1,459.23	\$6,500.00	\$6,395.90	\$7,000.00
Pest Control				
Pest Control - General	\$0.00	\$1,320.00	(\$3,913.64)	\$3,000.00
Plumbing				
Plumbing - General	\$0.00	\$2,000.00	\$213.75	\$2,000.00
Detention Pit & Pump Maintenance	\$0.00	\$4,500.00	\$4,257.00	\$6,500.00
Resident Manager / Caretaker				
Building Manager/Caretaker	\$0.00	\$0.00	\$10,979.80	\$17,700.00
Rubbish Removal				
Routine Waste / Bin Collection	\$0.00	\$2,000.00	\$1,960.00	\$0.00
Security & Intercom				
Intercom Repairs / Replacement	\$396.36	\$1,000.00	\$392.28	\$1,000.00
Swipe Cards / Fobs Purchase	\$0.00	\$300.00	\$145.45	\$300.00
Strata/Building Administration				
Debt Collection Fees	\$160.00	\$600.00	\$572.76	\$0.00
Management Services	\$2,189.66	\$10,357.00	\$8,603.99	\$8,450.00
Owner Refund	\$0.00	\$0.00	\$463.10	\$1,000.00
Printing, Postage & Stationery	\$397.55	\$2,200.00	\$2,179.46	\$1,500.00
Strata Administration	\$2,657.62	\$3,200.00	\$2,940.30	\$3,200.00
Legislative Compliance	\$0.00	\$3,000.00	\$2,732.86	\$1,000.00
Building Defect Claim Administration	\$0.00	\$1,800.00	\$0.00	\$2,363.65
Inspection Fees	\$0.00	\$160.00	\$0.00	\$160.00
Telephone				
Lift Phone & Phone Charges	\$27.59	\$650.00	\$632.51	\$650.00

Strata Plan 102187
11 MITCHELL AVENUE JANNALI
Administrative Fund

	Actual	Budget	Actual	Budget
	01/11/23 - 04/12/23	01/11/23 - 31/10/24	01/11/22 - 31/10/23	01/11/22 - 31/10/23
Water				
Water Consumption	\$854.40	\$3,200.00	\$3,028.09	\$3,200.00
Total Expenses	\$49,463.84	\$239,160.00	\$265,347.92	\$254,903.65
Surplus / Deficit	<u>(\$53,540.30)</u>	<u>\$597.27</u>	<u>(\$6,512.82)</u>	<u>\$0.00</u>

Strata Plan 102187
11 MITCHELL AVENUE JANNALI
Capital Works Fund

	Actual	Budget	Actual	Budget
	01/11/23 - 04/12/23	01/11/23 - 31/10/24	01/11/22 - 31/10/23	01/11/22 - 31/10/23
Income				
Levy Income				
Contributions - Capital Works Fund	\$0.00	\$44,833.64	\$14,000.00	\$14,000.00
Total Income	\$0.00	\$44,833.64	\$14,000.00	\$14,000.00
Expenses				
Building General				
Capital Works Fund Maintenance	\$0.00	\$14,420.00	\$0.00	\$14,000.00
Total Expenses	\$0.00	\$14,420.00	\$0.00	\$14,000.00
Surplus / Deficit	\$0.00	\$30,413.64	\$14,000.00	\$0.00

Strata Plan 102187
11 MITCHELL AVENUE JANNALI

ADMINISTRATIVE FUND OTHER INCOME

Date	Ref.	Payee	Details	Amt.	Bal.
Debt Collection Recoveries					
12/11/23	lot 19		lot 19-Arrears Notice Fee - Levy Notice on	\$40.00	\$40.00
25/11/23	lot 19		lot 19-Arrears Notice Fee - Levy Notice on	\$40.00	\$80.00
Total Debt Collection Recoveries				\$80.00	
Owner Expense Recoveries					
27/11/23	lot 10		lot 10-Misc. Charge - Repairs to Garage Do	\$219.00	\$219.00
Total Owner Expense Recoveries				\$219.00	
Total Administrative Other Income				\$299.00	

ADMINISTRATIVE FUND EXPENSES

Date	Ref.	Payee	Details	Amt.	Bal.
Bank Fees					
30/11/23			Service Charge: Service Charge Fee	\$4.40	\$4.40
Total Bank Fees				\$4.40	
BAS & Tax Administration					
01/11/23	985471	NETSTRATA	BAS Administration 01/08/23 - 31/10/23	\$288.89	\$288.89
Total BAS & Tax Administration				\$288.89	
Cleaning - General					
02/11/23	986330	SPOT FREE CLEANING	Cleaning - October 2023	\$1,280.00	\$1,280.00
Total Cleaning - General				\$1,280.00	
Debt Collection Fees					
01/11/23	985471	NETSTRATA	Levy Notice on 31/10/2023*	\$160.00	\$160.00
Total Debt Collection Fees				\$160.00	
DEFT Process Fees					
30/11/23			DEFT Process Fee	\$0.36	\$0.36
Total DEFT Process Fees				\$0.36	
Electrical Repairs					

**Strata Plan 102187
11 MITCHELL AVENUE JANNALI**

24/11/23	992914	WINFIRE	Carpark Sensor Light Repairs - 23/11/23	\$345.00	\$345.00
			Total Electrical Repairs	\$345.00	

Electricity Consumption

03/11/23	987100	ARC ENERGY GROUP	Electricity Consumption - 01/09/23 - 30/10/23	\$35.50	\$35.50
06/11/23	987205	ARC ENERGY GROUP	Electricity Consumption - 01/10/23 - 31/10/23	\$1,058.57	\$1,094.07
			Total Electricity Consumption	\$1,094.07	

Fire Services

01/11/23	985471	NETSTRATA	Fire Compliance - 01/08/23 - 31/10/23	\$192.81	\$192.81
30/11/23	994642	WINFIRE	Reset CB & Test Sensors - 30/11/23	\$240.00	\$432.81
			Total Fire Services	\$432.81	

Garage Security Gate / Shutter

21/11/23	991899	AUTO-LIFT GARAGE	Replace Garage Door Wheel - 20/11/23	\$219.00	\$219.00
			Total Garage Security Gate / Shutter	\$219.00	

Gardening

06/11/23	987260	THE GARDENMAKERS	Gardening - October 2023	\$780.00	\$780.00
			Total Gardening	\$780.00	

General Maintenance

14/11/23	989748	SERVICE & CARE	Repair Waste Equipment - 13/11/23	\$160.00	\$160.00
			Total General Maintenance	\$160.00	

Intercom Repairs / Replacement

06/11/23	987045	ESPRITEC AUSTRALIA	Program 5x Garage Remotes - 03/11/23	\$396.36	\$396.36
			Total Intercom Repairs / Replacement	\$396.36	

Legal Fees

10/11/23	989228	BANNERMANS LAWYERS	Building Defect Advices - 31/10/23	\$1,463.34	\$1,463.34
			Total Legal Fees	\$1,463.34	

Lift Maintenance

30/11/23	994031	KONE ELEVATORS	Lift Maintenance - 01/01/24 - 31/03/24	\$1,459.23	\$1,459.23
			Total Lift Maintenance	\$1,459.23	

Lift Phone & Phone Charges

01/11/23	985471	NETSTRATA	Phone Charges - 01/08/23 - 31/10/23*	\$27.59	\$27.59
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Strata Plan 102187
11 MITCHELL AVENUE JANNALI

		Total Lift Phone & Phone Charges	\$27.59	
Management Services				
01/11/23	985471	NETSTRATA	Management Services - 01/11/23 - 31/01/24	\$2,189.66
			Total Management Services	\$2,189.66
Mechanical Ventilation				
08/11/23	988328	WARATAH AIR	Works carried out as per QUO17744 - 06/11/23	\$890.00
			Total Mechanical Ventilation	\$890.00
Printing, Postage & Stationery				
01/11/23	985471	NETSTRATA	Printing & Postage - 01/08/23 - 31/10/23*	\$397.55
			Total Printing, Postage & Stationery	\$397.55
Strata Administration				
01/11/23	984184	PRIME STRATA SUPPORT	Annual check of 41 Licenses, Insurances and Qualifications - October 2023	\$1,420.65
01/11/23	985471	NETSTRATA	Strata Committee Meeting re Defects List x2 (informal) (2 Hours)	\$472.73
01/11/23	985471	NETSTRATA	Strata Administration	\$764.24
			Total Strata Administration	\$2,657.62
Water Consumption				
06/11/23	987457	SYDNEY WATER	Water Consumption - 28/07/23 - 27/10/23	\$854.40
			Total Water Consumption	\$854.40
			Total Administrative Expenses	\$15,100.28

INSURANCE PREMIUM RENEWAL FUND OTHER INCOME

Date	Ref.	Payee	Details	Amt.	Bal.
Interest					
09/11/23			Premium Funding Fee	-\$4,375.46	-\$4,375.46
			Total Interest	-\$4,375.46	
			Total Insurance Premium Renewal Other Income	-\$4,375.46	

INSURANCE PREMIUM RENEWAL FUND EXPENSES

Date	Ref.	Payee	Details	Amt.	Bal.
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Strata Plan 102187
11 MITCHELL AVENUE JANNALI

Insurance Premium

09/11/23 AC091123	Insurance Premium 30/11/24-30/11/24	\$31,730.44	\$31,730.44
09/11/23 AC091123	Stamp duty on the Insurance Premium	\$2,633.12	\$34,363.56
	Total Insurance Premium	\$34,363.56	
	Total Insurance Premium Renewal Expenses	\$34,363.56	



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	NRSC20005774
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 SITUATION	The Owners - Strata Plan No. 102187 11 Mitchell Avenue, Jannali, NSW, 2226
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 30/11/2023 Expiry Date: 4:00pm on 30/11/2024
INTERMEDIARY ADDRESS	Coverforce Insurance Broking Pty Ltd Locked Bag 5273, Sydney, NSW, 2001
DATE OF ISSUE	20/11/2023

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$17,897,774
		Common Area Contents	\$178,978
	PART B	Loss of Rent/Temporary Accommodation	\$2,684,666
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
		3. Lot Owners' Wall Coverings	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		\$100,000
SECTION 8	Catastrophe		\$2,684,666
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.

Replacement Cost Assessment For Insurance Purposes

| Cover it well



IVR23.0275

Date
1/08/2023

Revision
00

SP 102187

Property Address
11 Mitchell Avenue, Jannali NSW 2226

Capital Replacement Value including GST

Replacement Cost
\$17,897,774

Internal Reference

IVR23.0275

Report History

Update	Year	Prepared By
Initial	2021	Archi-QS
Update 1	2022	Archi-QS

Document Control

Update	Revision	Date	Prepared by	Quality Assurance	Authorised by
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Nicole Kazzi	nicole.kazzi@netstrata.com.au	1/08/2023	Update 2, Rev 00

Disclaimer: This report has been prepared for the sole purpose of calculating the recommended Capital Replacement Value for the subject building in accordance with the NSW Strata Management Act 2015 No. 50 and Regulation 39 of the Strata Management Regulation 2016. Archi-QS Pty Limited, its agents, and employees are not liable to any person for any damage or loss, which has occurred or may occur in relation to that person taking, or not taking action in respect of any representation, statement, opinion or advice referred to above. This report does NOT extend the liability of this report to other parties, such as lessors, financiers, trustees, mortgagees or the like.

Quality Statement: This report has been prepared in line with the guidance note Replacement Cost Assessments published by the Australian Institute of Quantity Surveyors (AIQS).

Archi-QS

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1. Introduction

1.1 Instructions

Instructions were received from Netstrata Pty Ltd dated 25 July 2023, to carry out a Replacement Cost Assessment for Insurance Purposes on behalf of the Owners Corporation (OC) for the strata building SP 102187, located at 11 Mitchell Avenue, Jannali NSW 2226. We wish to confirm that this is an update of the previous report completed by our company in 2022.

1.2 Purpose

The purpose of this report is to provide the recommended Capital Replacement Value for the strata building to adequately insure the subject building in the rare case that it is affected in part or in whole, by natural disaster or fire resulting in its reconstruction or part-reconstruction. As such, we have valued the building and site improvements at the subject property on the basis of the requirements for the damage policy in accordance with the NSW Strata Management Act 2015 No. 50 and Regulation 39 of the Strata Management Regulation 2016. It ultimately falls on the OC to make their own decision in adopting, partly adopting or shelving the recommendations.

1.3 Limitations

1. Archi-QS does not accept liability for losses arising from changes in value where this assessment is relied upon after expiration of three (3) months after the date of the assessment.
2. Archi-QS are not experts in insurance cover policy details.
Any change in the underlying land-use, zoning or planning control post the provision of the Quantity Surveyor's assessment will not be included in the Quantity Surveyor's scope of work. The strata managers and OC should be advised that where such a change occurs, a new Replacement Cost Assessment should be undertaken.
3. Archi-QS is not forecasting cost impacts relating to the Coronavirus (COVID-19) beyond 12 months including but not limited to any costs arising from delays in the delivery of plant and materials, increased costs relating to substitution of plant, materials, shortage of labour or any direction of any government.
4. Onsite consultation was not requested nor required. This assessment is based on external observations and measurements obtained from online sources and supplied Strata Plan only.
- 5.

1.4 Conflict of Interest

We confirm that there are no conflicts of interest that preclude the Quantity Surveyor from undertaking our role in providing this report that prevent us from acting on behalf of the client in an independent manner.

2. Exclusions and Assumptions

The assessment of the Capital Replacement Value does NOT include:

- Expediting expenses;
- Mitigation of fire extinguishment expenses;
- Loss of rent;
- Land value;
- Market value of the property;
- Market rental value;
- Loose furniture and equipment;
- Damaged produce;
- Tenant's fittings, plant and equipment;
- Identification or assessment of potential aluminium composite panels and expanded polystyrene;
- Relocation and/or temporary accommodation costs;
- Limitations on external works;
- Finance and holding costs;
- Compliance with the Building Code of Australia;
- Additional escalation due to delays;
- Loss of revenue;
- Relocation and/or temporary accommodation costs.

We have assumed the following:

- The construction completion date can only be determined by the date of Occupation Certificate at the time of completion. As this is not available for the purpose of this report, an assumption is made here only;
- The building will be rebuilt by an arms-length builder under a competitive tender procurement;
- The finishes available in the current market most like those existing in the current property will be used at current market rates;
- Removal of debris includes asbestos removal by an accredited asbestos contractor;
- No major refurbishments have taken place that alter the original construction date when taking into consideration the replacement cost of construction.
- The replacement cost estimates have been calculated on the assumption of total destruction of the buildings and external works.
- The reconstruction has been assumed to provide an equivalent asset that has been constructed to current code.

3. Property Identification

3.1 Property and Building Description

Strata Plan (SP)	102187
Registered SP date	19/10/2020
Address	11 Mitchell Avenue, Jannali NSW 2226
Building name	Not applicable
Assumed construction completion date	Circa 2020
Heritage listed	No
Building type	Residential flat building
Unit/lot breakdown	Thirty-one (31) lots
Storeys	Seven (7)
Parking	Two (2) basement levels
Ancillary features	Not applicable
Roof type	Concrete
Windows	Aluminium framed
Floors	Reinforced concrete floor slabs
External walls	Cladding and rendered masonry or the equivalent
Other	Not applicable

4. Capital Replacement Valuation

Taking into consideration the assumptions and disclaimers referred to in this report, the recommended Capital Replacement Valuation of the building(s) is GST inclusive and is as follows:

1.	Estimated reconstruction cost as of date of valuation	\$	12,880,000
2.	Demolition and removal of debris	\$	1,178,000
3.	Escalation to commencement of construction	\$	322,000
4.	Escalation during construction period	\$	386,400
5.	Professional and authorities fees	\$	1,030,400
Capital Replacement Value at 1/08/2023		\$	15,796,800
6.	Escalation over life of policy (based on 12 month insurance policy from date of this report)	\$	473,904
Capital Replacement Value at 1/08/2024		\$	16,270,704
7.	GST allowance	\$	1,627,070
Capital Replacement Value at 1/08/2024 including GST		\$	17,897,774

The following potential expenses are not usually covered under an insurance policy unless specifically included. We recommend they are stated as follows:

Building catastrophe including cost escalation and variations	Up to 10% of the project value any one loss
Expediting expenses	Up to 5% of the project value any one loss
Mitigation of fire extinguishment expenses	Up to 15% of the project value any one loss
Emergency accommodation and loss of rent	Up to 30% of the project value any one loss

5. Basis of Calculation

5.1 Methodology

The recommended Capital Replacement Value has been calculated by use of the following methodology as specified in Section 39 of the Strata Schemes Management Regulation 2016, and may be summarised as follows:

- Replacement and/or reinstatement construction costs at date of valuation;
- Demolition and removal of debris/site clearance;
- Professional fees for design and project management;
- Authorities fees for development application and other statutory authorities;
- 10% GST allowance;
- Cost escalation to commencement of construction.
- Cost escalation during construction based on the assessed construction period;
- Cost escalation for lapse time between insurance renewal date and the occurrence of the event leading to the claim based on 12 months.

Please refer to **Appendix A** for definitions of the key terms above.

5.2 Heritage Value

Some properties are listed as a heritage place and/or item identified in the NSW Office of Environment and Heritage places and items. As such, items considered of heritage value are more expensive to redevelop and involve more time-consuming approval processes, impacting the assessment of the Capital Replacement Value.

Where a building is heritage listed, the reinstatement cost does not allow for replacement or reinstatement of the original features, but allows for a modern equivalent.

This is due to the fact that where heritage buildings are substantially destroyed to the extent that none, or very little, of the original building remains, much of the asset's heritage value would most likely be lost. Reconstruction would not necessarily restore those values, and as such, neither would be required, nor necessarily favoured. Consequently, any heritage restrictions on the subject property may be lifted with the owner being able to replace the building or redevelop the site in accordance with underlying planning requirements, unencumbered by any of the former heritage restrictions.

6. Review of Capital Replacement Value

It is recommended that periodic reviews are undertaken either yearly, or every two (2) to three (3) years, but no more than five (5) years to track changes in inflation, the cost effect of new legislation pertinent to the building, and any other relevant issues that could affect the Capital Replacement Value.

7. Highly Flammable Materials

Since the mid 1990's Aluminium Composite Panels (ACP) and Expanded Polystyrene (EPS) have become a standard building material across Australia used as external cladding. ACP and EPS both contain a highly flammable Polyethylene and Polystyrene cores with potential catastrophic consequences, as witnessed in the recent London Grenfell Tower 2017 disaster that tragically resulted in loss of life.

It is important that the OC ensure they investigate their building for the potential presence of ACP/EPS in order to accurately identify and implement any potential risk mitigation measures. **If required**, a full assessment should be conducted allowing time for further investigation, (a site survey – at least 8-12 weeks prior to insurance renewal) as all insurers are already requiring the OC to disclose if their buildings have ACP/EPS. This is due to the additional insurance premiums that it will attract and potentially increased excesses for cladding.

8. Queries

It is our company policy that all queries relating to the property in question should be arranged once only in point form (as opposed to drip feed enquiries) and sent through to Archi-QS Pty Limited from the Strata Manager directly. This will ensure that the strata manager remains informed and avoid any misunderstandings between the parties. Queries are NOT to be handled directly, nor via phone between the owners' corporation and our company. If queries are sent through individually and are proven not to be the fault of Archi-QS Pty Limited, they shall be charged at \$350+GST per hour.

9. Recommendations

The Recommended Capital Replacement Value for the subject building is: **\$ 17,897,774 (including GST)**.

It is also recommended:

- The building catastrophe (including cost escalation and variations), expediting expenses, mitigation of fire extinguishment expenses, and emergency accommodation and loss of rent be included in the cover.
- Periodic reviews be made in terms of inflation, the cost effect of new legislation pertinent to the building, and any other relevant issues that could affect the Capital Replacement Value.
- The OC ensure they investigate their building for the potential presence of ACP/EPS in order to accurately identify and implement any potential risk mitigation measures.

We trust you find this report in order.

Yours truly,



SAMUEL STAR

Principal

FAIQS, CQS No. 2752

QS Tax Agent no. 82624000

Registered Strata Defects Inspector Panel Member AIQS

Registered Defect Rectification Costs Panel Member AIQS

Registered Expert Witness Panel Member AIQS

Appendix A: References and Definitions

References (APA)

1. Strata Schemes Management Act No 50 (2015). Retrieved from <https://legislation.nsw.gov.au/#/view/act/2015/50/historical2015-11-05/full>
2. Strata Schemes Management Regulation 2016 (Under the Strata Schemes Management Act 2015). Retrieved from <https://legislation.nsw.gov.au/view/html/inforce/current/sl-2016-0501>
3. NSW Government Office of Environment and Heritage. Retrieved from <https://www.environment.nsw.gov.au/heritageapp/heritagesearch.aspx>

Definitions

Aluminium composite panels (ACP)	Panels are between 3mm and 5mm thick. The non-compliant panels consist of two aluminium faces and a core material such as polyethylene, a highly flammable mineral-based material with the potential for fire to spread quickly in a building.
Expanded Polystyrene (EPS)	The typical EPS panel is generally manufactured with dimensions of 1200 mm width, 3000 mm length and over all thickness range of 80-230 mm. When burning, polystyrene can release two and a half times the amount of energy as an equivalent amount of wood.
Building catastrophe	Large natural or man-made disasters that damage in part or the whole of the building.
Cost escalation	Cost increases due to annual inflation (approx. 3%-4% p.a.).
Variations	Changes arising as a result of changes in policy, design, industry conditions, site conditions, and unforeseen events.
Demolition and removal of debris	Demolition of any remaining structure and removal of building waste and debris due to building collapse or damage. This includes the labour and tip fees.
Professional and authorities fees	The fees associated with the redesign and reconstruction of the building. These include project consultants, Councils and other governing body fees. It is important to note that in the event the building needing to be replaced (redesigned, documented and constructed), new legislation, policies and construction processes are applicable.
Expediting expenses	Extra costs (e.g. overtime, express freight, higher early prices) incurred in fast tracking repairs or replacement of a lost or damaged asset.
Mitigation of fire extinguishment expenses	Replacement/repair of fire services utilised in the case of a fire.
Emergency accommodation	The need to provide residents with temporary emergency accommodation until the time of occupancy a lost or damaged asset.
Loss of rent	To cover the loss of rental income incurred during the time (may be many years) repairs or replacement of a lost or damaged asset is being rebuilt.
Replacement	If the building is destroyed, the building is to be rebuilt or replaced so that the condition of every part of the rebuilt or replaced building is not worse or less extensive than the part when new.
Reinstatement	If the building is damaged but not destroyed, the damaged part of the building is to be repaired or restored so that the condition of the repaired or restored part is not worse or less extensive than that part when new. Reinstatement costs quite often exceed replacement costs.
Storey	A space within a building which is situated between one floor level and the floor level next above, or if there is no floor above, the ceiling or roof, but not: <ol style="list-style-type: none"> a) A space that contains only as lift shaft, stairway or meter room, or a bathroom, shower room, laundry, water closet, or other sanitary compartment, or accommodation intended for not more than 3 vehicles, or a combination of the above; b) A mezzanine.



NETSTRATA

EST 1996

Notice of

Annual General Meeting

**THE OWNERS – STRATA PLAN 102187
AT 11 MITCHELL AVENUE, JANNALI**

DATE: Monday 11 December 2023

TIME: 6:00 PM

VENUE: The Courtyard Area - 11 Mitchell
Avenue, Jannali

UNDERSTANDING STRATA PROPERTY MAINTENANCE

One of the most confusing aspects of owning a lot within a Strata Scheme is understanding who is responsible for the maintenance of certain elements within the lot – an individual owner or Owners Corporation (Body Corporate)?

This debate has existed since strata schemes legislation was first inception in 1961 and has been further confused by the way in which owners and Owners Corporations' interpret the maintenance obligations for their strata schemes.

This confusion is further exacerbated because not every strata plan is the same and some Owners Corporations may pass specific resolutions or By-Laws changing or absolving the Owners Corporations maintenance responsibilities.

Briefly; generally each owner is responsible for the maintenance, repair and replacement of all those components of the building that are housed within the external walls of their unit/villa or townhouse or service only their lot (within the lot envelope). Section 106 of the Strata Schemes Management Act 2015 places a mandatory duty on the Owners Corporation to repair and maintain all elements outside of this envelope (the common property) or shared services that may pass through the unit.

In the diagram below, those areas that are generally considered to be common property or the Owners Corporations responsibility to maintain are highlighted in **BLUE**. This applies to strata schemes registered after 1 July 1974.

In this example, all the internal walls and doors are highlighted in **ORANGE** representing lot property. Other typical elements of Lot property include kitchen and bathroom cabinets and accessories, carpets, paintwork and appliances.

For a detailed list of typical lot property and common property maintenance responsibilities go to www.netstrata.com.au

When assessing the maintenance responsibilities for your scheme it is important that a detailed examination of your strata plan and by-laws be undertaken to determine the specific responsibilities associated with your property. Owners should also be familiar with any warranties that may be applicable to apparatus and building structure at their property and the limitations and application of these warranties.

UNDERSTANDING STRATA PROPERTY MAINTENANCE

The cubic airspace of the lot also extends to the balcony or courtyards and is usually defined by a notation on the Strata Plan.

Any shared apparatus, such as pipes or conduits that pass through a lot are still the Owners Corporations responsibility to maintain, even though they are contained within the lot.

These areas are known as 'Structural Cubic Space'.



Lot space within a strata scheme is commonly defined as;

“the cubic airspace contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor”.

Once a pipe or conduit enters the lot, it becomes the 'lot owners' responsibility to maintain if it only services that lot. Common examples include, taps and drainage pipes under sinks & vanities.

MEETING AGENDA

Apologies.

Proxies & Powers of persons present.

Determination of Quorum and Validity of meeting.

The motions to be considered are as follows:

MOTION 1.

Ordinary Resolution

Previous Meeting Minutes

That the minutes of the previous general meeting be confirmed as a true and accurate account of the proceedings of that meeting.



[Last General Meeting Minutes](#)

MOTION 2.

Ordinary Resolution

Building Warranties

That the Owners Corporation consider building defects and rectification (provided that the strata scheme is in the warranty period).



[SP 102187 NCAT Notice of Order](#)



[SP 102187 Bannermans Fee Update Letter](#)




[SP 102187 Endeavour Engineering Invasive Investigations Proposal](#)




[SP 102187 Endeavour Engineering Remedial Specification Proposal](#)

MEETING AGENDA

<p>MOTION 3.</p> <p>Ordinary Resolution</p>	<p>Special Levy - Building Defect Litigation Proceedings</p> <p>THAT pursuant to Section 81(4) of the Strata Schemes Management Act 2015 the Owners Corporation raise a special levy of up to \$84,700.00 including GST and THAT the levy be divided amongst all owners according to units of entitlement and be due and payable at dates determined at the meeting.</p> <p>Note: A special levy table has been annexed to the notice of this meeting as a guide to provide an indication of expected payment amounts and will be discussed in further detail at the meeting.</p> <p>For more information, please refer to page 16.</p>
<p>MOTION 4.</p> <p>Ordinary Resolution</p>	<p>The Strata Insurances</p> <p>That the Owners Corporation insurances as per attached schedule be confirmed, varied or extended and to consider whether Insurances as per the kind referred to in Section 165(2) of the Act be effected;</p> <p>(a) Office Bearers Liability</p> <p>(b) Fidelity Guarantee</p> <p>Insurance Certificate of Currency </p>
<p>MOTION 5.</p> <p>Ordinary Resolution</p>	<p>Financial Statements</p> <p>That the financial statements for the period ending 31/10/2023 be adopted.</p> <p>For more information, please refer to page 17.</p>

MEETING AGENDA

<p>MOTION 6.</p> <p>Ordinary Resolution</p>	<p>Appointment of an Auditor</p> <p>That an auditor be appointed for the financial year ending 31/10/2024.</p>
<p>MOTION 7.</p> <p>Ordinary Resolution</p>	<p>Capital Works Plan</p> <p>That the owners corporation review the 10-year capital works fund plan and determine whether to adopt the recommended capital works fund levy for the ensuing year.</p> <p>Note: <i>The Strata Manager recommends that the total amount outlined in the Capital Works Fund Report be raised and adopted in the proposed budget at the meeting. For a copy of the complete report, please contact joshua.william@netstrata.com.au.</i></p> <div style="text-align: right;">  </div> <p>Capital Works Engineer's Recommendation</p>
<p>MOTION 8.</p> <p>Ordinary Resolution</p>	<p>The Proposed Budget</p> <p>That the proposed budget as presented be received and that levies determined therein under sections 79 (1) & 79 (2)* be confirmed, varied or extended for the period 01/11/2023 to 31/10/2024 and that levies become due and payable on 25/01/24, 01/04/24, 01/07/24 & 01/10/24.</p> <p>(*Please see notes under Capital Works Fund Plan)</p> <p>For more information, please refer to page 24.</p>

MEETING AGENDA

MOTION 9.

Ordinary Resolution

Scheduled Maintenance

To determine whether to confirm, vary or extend the schedule of programmed maintenance as detailed in the attached maintenance calendar.

Note: An allowance for all maintenance items have been provided for in this year's budget.

For more information, please refer to page 23.

MOTION 10.

Ordinary Resolution

Annual Fire Safety & Window Lock Inspection

That the Owners Corporation consider and approve the current Annual Fire Safety Statement (A.F.S.S.) as well as consider arrangements for obtaining the next A.F.S.S. including combining this inspection with an annual window lock audit.



[Annual Fire Safety Statement](#)

MOTION 11.

Ordinary Resolution

Restricted Matters

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

MOTION 12.

Ordinary Resolution

Arrears and Payment Plans

To determine how the Owners Corporation will deal with overdue levies and whether to allow payment plans to be entered into.

MEETING AGENDA

<p>MOTION 13.</p> <p>Ordinary Resolution</p>	<p>The Strata Committee</p> <p>That in accordance with Regulation 9 of the Strata Schemes Management Regulation 2016, the Owners Corporation call for nominations, determine the number of members of the Strata Committee and elect the Strata Committee of the Owners Corporation until the conclusion of the next Annual General Meeting.</p> <p>The following owners nominated for the Committee prior to the meeting;</p> <p>Nominee Nominated by Sonya Tomic Lot 22</p> <p>Note: Owners may nominate a representative for the Committee at the meeting. Nominees should be aware of the responsibilities, liabilities and obligations of the committee imposed by the Act and other legislation such as the Workplace, Health and Safety Act.</p>
<p>MOTION 14.</p> <p>Ordinary Resolution</p>	<p>Strata Committee Training</p> <p>That the elected Strata Committee be enrolled in quarterly training webinars with Netstrata.</p>
<p>MOTION 15.</p> <p>Ordinary Resolution</p>	<p>Strata Hub</p> <p>To authorise Netstrata to submit the required information onto the NSW Government portal (Strata Hub) to comply with the Strata Schemes Management Amendment (Information Regulation 2021), and to provide the strata manager’s contact details as the representative for the Strata Committee, Office Bearers and emergency contact for the scheme.</p>

MEETING AGENDA

MOTION 16.

Special Resolution

Special By-Law - Enforcement of By-Laws

That the Owners Corporation decide by Special Resolution* pursuant to sections 136 and 141 of the Strata Schemes Management Act 2015 to pass 'Special By-Law – Enforcement of By-Laws', in the terms set out as attached to the notice of this meeting (see annexure), and to lodge notification of the By-Law and a consolidated set of all existing by-laws for registration at NSW Land Registry Services.



[Special By-Law - Enforcement of By-Laws](#)

MOTION 17.

Special Resolution



Special By-Law - Lot Owner Charges

That the Owners Corporation decide by Special Resolution* pursuant to sections 136 and 141 of the Strata Schemes Management Act 2015 to pass 'Special By-Law - Lot Owner Charges', in the terms set out as attached to the notice of this meeting (see annexure), and to lodge notification of the By-Law and a consolidated set of all existing By-Laws for registration at NSW Land Registry Services.



[Special By-Law - Lot Owner Charges](#)

MEETING AGENDA

<p>MOTION 18.</p> <p>Special Resolution</p>	<p>Levying of Debt Collection Expenses</p> <p>That the Owners Corporation decide by Special Resolution* pursuant to sections 136 and 141 of the Strata Schemes Management Act 2015 to pass 'Special By-Law – Levying of Debt Collection Expenses', in the terms set out as attached to the notice of this meeting (see annexure), and to lodge notification of the by-law and a consolidated set of all existing by-laws for registration at NSW Land Registry Services.</p> <p>Special By-Law - Levying of Debt Collection Expenses</p> 
<p>MOTION 19.</p> <p>Ordinary Resolution</p>	<p>Strata Managers Report</p> <p>That the Owners Corporation consider the Strata Managers Report on Commissions and Third-Party Training.</p> <p>2023 Strata Managers Report</p> 
<p>MOTION 20.</p> <p>Ordinary Resolution</p>	<p>Management Agreement</p> <p>That the Owners Corporation enter into a new managing agency agreement with Network Strata Services Pty Ltd T/A Netstrata as per the terms and conditions of the agency agreement attached to the notice of this meeting and that the Owners Corporation delegate to the agent the functions of the Owners Corporation as outlined in the agreement.</p> <p>Should the motion be passed, that two owners be authorised to execute the agreement on behalf of the Owners Corporation.</p> <p>For more information, please refer to page 29.</p>

MEETING AGENDA

Dated this Wednesday, November 22, 2023

Netstrata

EXPLANATION OF AGENDA ITEMS

Motion 1. Previous Meeting Minutes

The minutes of your last general meeting will need to be confirmed. A copy of the previous minutes were issued to all owners shortly after the last general meeting, if you have not received a copy of these minutes please contact our office, alternatively you may view a copy of all minutes and meeting notices for your scheme via your owner portal at www.netstrata.com.au. If you have forgotten your username and/or password please email admin@netstrata.com.au.

Motion 2. Building Warranties

If your scheme is under the Statutory Warranty provisions as provided by the Home Building Act 1989, the owners must consider any outstanding Building Defect items and how they will be addressed, this includes any remedial or rectification works that may have been performed under this Act.

A six-year statutory warranty applies for major defects and two years for other defects. These time limits are calculated from the completion of the building works, which is usually determined by the Occupation Certificate date (or Interim Occupation Certificate Date, whichever is the earlier). For schemes where the building contract was entered into PRIOR to 1 February 2012, a seven-year warranty applies to all defects. **Note:** The Occupation Certificate for your scheme was issued on or about 11/11/2020.

For schemes where the building contract was entered into AFTER 1 January 2018, the Owners Corporation may also consider remedies that are available to them via Part 11 of the Act. All schemes are at liberty to pursue the rectification of any outstanding defects via the provisions of the Design, Building, and Practitioners Act 2020, as well as the Office of Fair Trading and the Office of Building Commissioner.

It should be noted that any reported defects or outstanding maintenance items must also be reported to the Owners Corporations insurers in accordance with the duty of disclosure provisions of the insurance policy, and despite whatever warranties may apply, the Owners Corporation has obligations to repair and maintain common property under Section 106 of the Act.

Bannermans Lawyers (Owners Corporation Legal Representatives) will be providing an update of the legal proceedings to all owners and the recommended next steps.

Motion 3. Special Levy - Building Defect Litigation Proceedings

A special levy of \$84,700.00 inc GST in relation to the building defect litigation proceedings is required to be raised by the owners corporation. This amount consists of the following items. 1) Endeavour Engineering Invasive Inspection & Supplementary Report including engaging a building contractor to conduct the invasive works (\$27,500 inc. GST), 2) Endeavour Engineering Remedial Building Specification Report including a Declared Design, Tender Process Administration, Tender Assessment Report and Preparation of Building Works Contract (\$16,500 inc GST). 3) Bannermans Lawyers Stage 3 - Ongoing Proceeding Costs including draft written submissions in reply to alleged jurisdictional issue, attendance in further directions hearing, continue negotiations with Builder and Developer in attempt to reach settlement, preparations for and attendance in 3 days hearing in NCAT and report to the owners corporation (\$40,700 incl. GST). It is noted that as per the advice of Bannermans Lawyers and the NCAT ordering the conclave report presenting evidence in relation to the building defects, the strata committee have approved item number 1) via email to engage the remedial engineer and conduct invasive investigations. This motion is to ratify and confirm that email decision and prove items number 2) and 3) which are also required as part of the current legal proceedings.

Motion 4. The Strata Insurances

Insurances already in effect are detailed in the enclosed schedule of insurances, these need to be confirmed, varied or extended. We recommend that a professional valuation of the property be renewed annually. It is a small cost to assure that your asset remains adequately insured.

Apart from the insurances already in place, each year the Owners Corporation is also asked to consider whether they wish to effect insurances known as Office Bearers Liability Insurance (which protects members of the strata committee for negligence or liability whilst they fulfil these positions) and Fidelity Guarantee Insurance (which protects all owners in the event any member of the strata committee misappropriates the Owners Corporations' funds or property). These insurances are contemplated by section 165(2) of the Act.

Motion 5. Financial Statements

The financial statements presented and annexed to the notice of this meeting will need to be confirmed. To save time at the meeting, please direct any inquiries regarding the accounts to your strata manager prior to the meeting. A copy of the full financial statements for your scheme can be found at your owner portal on our website. Additionally, if

EXPLANATION OF AGENDA ITEMS

your Owners Corporation agreed at the last Annual General Meeting to obtain a financial auditors report, it will be included in this meeting notice.

Motion 6. Appointment of an Auditor

A decision must be made as to the appointment of an auditor. The auditor's role is to provide an independent professional assessment that the financial records of the Owners Corporation are true and accurate.

Note: For Strata Schemes with an Annual Budget of \$250,000+ or those considered to be large strata schemes (more than 100 lots), the appointment of an Auditor is compulsory.

Motion 7. Capital Works Plan

Every Owners Corporation has a statutory requirement to review their Capital Works Fund plan at each Annual General Meeting. The purpose of the plan is to ensure that the Owners Corporation is budgeting adequately for the long-term maintenance of the scheme. Here it should be noted that the Owners Corporation must report any shortfall in the plan to prospective purchasers to the scheme via a section 184 Certificate, further, section 80(7) of the Strata Schemes Management Act 2015 requires an Owners Corporation to implement the recommendations of any Capital Works Fund plan so far as practicable.

When reviewing a Capital Works Fund plan, it is important that owners consider the closing balance for the fund (for the past financial year) and the recommended contribution for the ensuing year, ensuring that adequate monies are being raised.

We strongly advise that the Owners Corporation raise the recommended amount as noted in the report, also taking into account the annual opening and closing balance recommendations.

You will note that an extract of the Capital Works Fund Report has been included in this meeting notice, should you wish to obtain a full copy of the report, please contact your strata manager.

Motion 8. The Proposed Budget

We enclose copies of our suggested budget and levies for the coming year, which we believe provides sufficient funding for the strata scheme, subject to consideration and further input by the owners. It should also be noted that under the Strata Schemes Management Act 2015 any shortfall in the administration fund must be made up the next budget.

You will note that the closing balance of the Administration fund for the period was a deficit of \$4,667.60, notable expenditure being:

1. Insurance Premium - premiums continue to rise across the board due to increased risk in insurance markets. A strata insurance broker is engaged to tender and obtain the most competitive premium and inclusions for your scheme.
2. Fire Services - due to increased compliance and proposed updates in the Building Code of Australia AS1851 the standard of fire prevention and safety standards is highly monitored and scrutinised by local council with the risk of the building complex facing a fire safety order if services are non-compliant.
3. Capital Works - the Strata Manager recommends that the total amount outlined in the Capital Works Fund Report be raised and adopted in the proposed budget at the meeting.

Given the above, we have made the following amendments to the proposed budget for the coming year:

1. Insurance Premium - as market forces continue to impact premiums payable, we have allowed for an increase in line with market conditions and recommendations
2. Fire Services – an increase in the fire services maintenance budget has been allowed to account for anticipated expenses over the coming year as a result of increased compliance standards.
3. Capital Works – following the amounts outlined in the Capital Works Fund Report allows for sufficient funding for the scheme throughout the year and avoid the need for special levies being raised for future capital works fund items.

Overall this represents an adjustment of 23.9% or approximately \$322.98 per lot per quarter ex GST (subject to Units of Entitlements). Here it should be noted that the primary reason for an increase is the insurance premium, fire services and future capital works funds. The proposed budget will be discussed in further detail at the meeting.

Motion 9. Scheduled Maintenance

Preventative maintenance is important to ensure that the assets within the strata scheme are preserved, not only for warranty purposes but for the longevity of the apparatus. Netstrata have prepared a detailed programmed maintenance calendar (attached in this meeting notice), which seeks to

EXPLANATION OF AGENDA ITEMS

inform each lot owner of the maintenance required for the coming year.

This motion has been placed on the AGM agenda in order for the Owners Corporation to be aware of the upcoming works and to have the opportunity to amend or add to the maintenance schedule. All items detailed in the maintenance schedule have been budgeted for, including any additional administration costs.

Motion 10. Annual Fire Safety & Window Lock Inspection

If your scheme is required to submit an Annual Fire Safety Statement (A.F.S.S.) to the Local Council, the owners must consider the most recent statement prepared, determine how the statement will be maintained next year and assess the competency** of the Fire Contractor performing the work in accordance with the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021.

To ensure ongoing compliance of the fire safety systems as well as window locks installed pursuant to the Strata Schemes Management (Child Window Safety Devices) Act, it has been proposed that a dual inspection for the fire equipment and window locks in each lot be undertaken. This will ensure that both the fire systems and window locks within your scheme are compliant and will limit potential liability for your scheme.

**The competency framework for fire safety practitioners commenced in July 2020. Winfire Pty Ltd (a subsidiary of Netstrata) is currently accredited to complete both the fire safety and window lock inspections for your strata scheme. Should Winfire be appointed to complete the inspection, an asset register will be completed and provided to your Strata Committee as part of the inspection process.

Motion 11. Restricted Matters

Strata legislation provides various restrictions to the powers of the Strata Committee. For example, the committee may not raise levies or pass By-laws, these matters may only be determined at a general meeting of the Owners Corporation. The intent of this motion is for the owners to determine whether the current restrictions should be retained as provided current in the legislation or extended further. Unless there is a great need for change, we would recommend the existing restrictions be retained.

Motion 12. Arrears and Payment Plans

The Owners Corporation must consider how it will deal with owners that fall into arrears with their

strata levies. This includes items such as when (if at all) to initiate debt recovery proceedings or whether the Owners Corporation will offer payment plans to owners that fall into arrears. It should be noted that Payment Plans will attract additional administrative fees for your scheme that CANNOT be recouped from owners that fall into arrears.

Motion 13. The Strata Committee

The Strata Committee of an Owners Corporation acts in a similar manner to the board of directors of a company, being involved in the day to day administration of the strata scheme. However, when a managing agent is appointed many of these duties (such as those of the secretary, treasurer and chairperson) are delegated to the agent. In these circumstances, the Strata Committee assumes more of a liaison role through whom contact with the owners and the strata scheme is maintained. Decisions can relate to items such as;

- By-law and Conflict Resolution (including attendance at Mediation and the NCAT)
- Granting permission or refusal to keep animals
- Approving Maintenance Requests
- Authorising/Supervising major maintenance works

The Strata Schemes Management Act 2015 allows between 1 to 9 Strata Committee members, who are elected at each Annual General Meeting. In the event no nominations for the Committee are received the scheme may be administered by our office pursuant to Section 29(4) of the Act.

The Strata Schemes Management Amendment (Information Regulation 2021) requires that certain information pertinent to your scheme be placed onto the NSW Government portal called the 'Strata Hub'. Part of the information required to be reported on this portal are the personal contact details of the office bearers. Netstrata can include the strata manager's details as the appointed representative of the Owners Corporation and it's Office Bearers to alleviate any concerns with regard to the privacy of contact information. This will be discussed at the meeting.

Motion 14. Strata Committee Training

Strata living is an ever-changing environment with new legislation currently afoot for 2023 and beyond. The NSW Government have several significant legislative changes for the strata sector which are likely to be rolled out over the coming 12-months; as such, it is important that those who are involved in the management of a strata scheme are adequately informed as to how these changes are likely to affect

EXPLANATION OF AGENDA ITEMS

their scheme(s). These changes cover items such as reforms to the Strata Schemes Management Act 2015 and various legislation surrounding the options for the pursuit of building defects.

This motion has been placed on the agenda for the Owners Corporation to consider the enrolment of the elected Strata Committee into quarterly webinars with the Learning & Development Department at Netstrata to learn about the aforementioned legal changes as well as practical topics to assist in the smooth running of their scheme. The training webinars will be facilitated electronically in the future and may cover such topics as:

1. Strata Maintenance
2. Strata Insurance
3. Building Defect Legislation
4. Budgeting and the Capital Works Fund
5. Building Upgrades and Improvements
6. Renovations in Strata
7. Project Intervene (a NSW Government Defect Management Initiative)
8. Pets in Strata
9. Aluminium Composite Panelling (ACP) and Project Remediate
10. The Strata Committee
11. Electric Vehicles (EVs) in Strata
12. The Strata Hub

These webinars are not compulsory however we strongly recommend that Strata Committee members are regularly kept up to date with respect to changes within the strata industry and topics that may benefit the strata scheme. If Owners Corporations choose to have their Strata Committees enrolled as suggested, a flat fee of \$250 will be charged to the Owners Corporation for the year which includes the enrolment of all Strata Committee members as well as recordings of training sessions should any member be unavailable to attend a webinar.

Motion 15. Strata Hub

The Strata Schemes Management Amendment (Information Regulation 2021) introduces an annual reporting requirement for all Owners Corporations in NSW known as the Strata Hub. The information required to be loaded onto the hub includes but is not limited to;

1. Site Information, including;
 - o Site address
 - o Strata plan number
 - o Number of lots
 - o Date of registration
2. First Annual General Meeting date
3. Most recent Annual General Meeting date
4. Whether the scheme is part of an association
5. NABERS rating (if any)*

6. Date of Occupation Certificate
7. Annual Fire Safety Statement
8. Insurance details
9. Emergency contact details
10. Office bearers details
11. Details of Strata Managing agent (if any)
12. Details of Building Manager (if any)
13. Balance of Capital Works Fund

This motion has been placed on the agenda to determine whether to provide the strata managing agent's contact details as representative of the Strata Committee, Office Bearers and emergency contact for the scheme. The process of supplying the required information onto the 'Strata Hub' portal is expected to take approximately 1-3 hours to administer and as such administrative fees will apply.

*NABERS relates to the National Australian Built Environment Rating System.

Motion 16. Special By-Law - Enforcement of By-Laws

It is important that all Owners and Occupiers of a lot understand their rights and obligations in adhering to the registered By-Laws for the Strata Scheme. This By-Law is being proposed in order to explain how By-Laws are enforced, as well as making an allowance for the recovery of administrative charges from the offenders of breaches to By-Laws, to which the Owners Corporation have incurred.

The terms within this By-Law are relatively self-explanatory and for it to be passed a Special Resolution is required. This means that 75% of owners that vote at the meeting, taken on a count of Units of Entitlement, must be in favour of the motion.

Motion 17. Special By-Law - Lot Owner Charges

There are many charges that Owners Corporations incur as a result of the actions of individual Owners and Occupants, as such this By-Law is being proposed in order for the Owners Corporation to recover these costs.

The terms and specific administrative charges are detailed within this By-Law and are relatively self-explanatory. For the By-Law to be passed a Special Resolution is required. This means that 75% of owners that vote at the meeting, taken on a count of Units of Entitlement, must be in favour of the motion.

EXPLANATION OF AGENDA ITEMS

Motion 18. Levying of Debt Collection Expenses

The Strata Schemes Management Act has always allowed an Owners Corporation to recover the reasonable expenses incurred for the pursuit of levy arrears by passing these charges directly onto the lot owner responsible for said arrears, however the Act is silent on how an Owners Corporation may recover these charges.

Until recently most Owners Corporations simply added the charges directly to an owners levy notice, however recent decisions of the NSW Civil & Administrative Tribunal (NCAT) have indicated that an Owners Corporation has no authority to issue such charges unless authorised to do so.

The purpose of the 'Levying of Debt Collection' By-law is to provide the relevant authority to the Owners Corporation to continue this practice so levy arrears may be pursued and the reasonable costs incurred refunded to the Owners Corporation. Owners should also be aware that should the By-law be passed, it will need to be registered on the Certificate of Title held by the Land Registry Services and administrative fees for the preparation and lodgement of the By-law will apply.

Motion 19. Strata Managers Report

Section 55 of the Strata Schemes Management Act 2015 obligates a Strata Managing agent to provide a

report to the Owners Corporation each year detailing the minute of delegated authority (i.e. the functions performed by the agent) during the previous 12-month period.

Additionally, section 60 of the Act obligates an agent to provide a report to the Owners Corporation outlining any 3rd party commissions received by the agent during the year or any training services provided to the agent during the year. The purpose of this motion is for the Owners Corporation to consider the report provided.

Motion 20. Management Agreement

Attached is an updated management agreement between our office and your Owners Corporation for your consideration. The agreement has been updated to provide greater transparency of the services that we provide, and explanation of our fees and charges. The agreement affords owners and tenants with greater privacy protection surrounding personal information and provides the ability for the Owners Corporation to redeem some of their administrative expenses via our office. Should you have any questions regarding the proposed we would urge that you contact our office prior to the meeting.

Lot	Unit	UOE per Unit	Special Levy If paid in 1 installment (per installment)	Special Levy If paid in 2 installments (per installment)	Special Levy If paid in 3 installments (per installment)	Special Levy If paid in 4 installments (per installment)
1	G01	25	\$ 2,117.50	\$ 1,058.75	\$ 705.83	\$ 529.38
2	G02	32	\$ 2,710.40	\$ 1,355.20	\$ 903.47	\$ 677.60
3	G03	31	\$ 2,625.70	\$ 1,312.85	\$ 875.23	\$ 656.43
4	G04	32	\$ 2,710.40	\$ 1,355.20	\$ 903.47	\$ 677.60
5	G05	31	\$ 2,625.70	\$ 1,312.85	\$ 875.23	\$ 656.43
6	G06	42	\$ 3,557.40	\$ 1,778.70	\$ 1,185.80	\$ 889.35
7	G07	24	\$ 2,032.80	\$ 1,016.40	\$ 677.60	\$ 508.20
8	101	31	\$ 2,625.70	\$ 1,312.85	\$ 875.23	\$ 656.43
9	102	32	\$ 2,710.40	\$ 1,355.20	\$ 903.47	\$ 677.60
10	103	30	\$ 2,541.00	\$ 1,270.50	\$ 847.00	\$ 635.25
11	104	30	\$ 2,541.00	\$ 1,270.50	\$ 847.00	\$ 635.25
12	105	30	\$ 2,541.00	\$ 1,270.50	\$ 847.00	\$ 635.25
13	106	41	\$ 3,472.70	\$ 1,736.35	\$ 1,157.57	\$ 868.18
14	107	24	\$ 2,032.80	\$ 1,016.40	\$ 677.60	\$ 508.20
15	201	28	\$ 2,371.60	\$ 1,185.80	\$ 790.53	\$ 592.90
16	202	31	\$ 2,625.70	\$ 1,312.85	\$ 875.23	\$ 656.43
17	203	31	\$ 2,625.70	\$ 1,312.85	\$ 875.23	\$ 656.43
18	204	30	\$ 2,541.00	\$ 1,270.50	\$ 847.00	\$ 635.25
19	205	30	\$ 2,541.00	\$ 1,270.50	\$ 847.00	\$ 635.25
20	206	44	\$ 3,726.80	\$ 1,863.40	\$ 1,242.27	\$ 931.70
21	207	25	\$ 2,117.50	\$ 1,058.75	\$ 705.83	\$ 529.38
22	301	32	\$ 2,710.40	\$ 1,355.20	\$ 903.47	\$ 677.60
23	302	33	\$ 2,795.10	\$ 1,397.55	\$ 931.70	\$ 698.78
24	303	31	\$ 2,625.70	\$ 1,312.85	\$ 875.23	\$ 656.43
25	304	31	\$ 2,625.70	\$ 1,312.85	\$ 875.23	\$ 656.43
26	305	31	\$ 2,625.70	\$ 1,312.85	\$ 875.23	\$ 656.43
27	306	45	\$ 3,811.50	\$ 1,905.75	\$ 1,270.50	\$ 952.88
28	307	25	\$ 2,117.50	\$ 1,058.75	\$ 705.83	\$ 529.38
29	401	34	\$ 2,879.80	\$ 1,439.90	\$ 959.93	\$ 719.95
30	402	32	\$ 2,710.40	\$ 1,355.20	\$ 903.47	\$ 677.60
31	403	52	\$ 4,404.40	\$ 2,202.20	\$ 1,468.13	\$ 1,101.10
		1000	\$ 84,700.00	\$ 42,350.00	\$ 28,233.33	\$ 21,175.00

BALANCE SHEET

FINANCIAL PERIOD 01/11/2022 - 31/10/2023

SP102187 - 11 MITCHELL AVENUE, JANNALI (Generated: 22/11/2023)

	Administrative Fund	Capital Works Fund	TOTAL
ASSETS			
Cash at Bank	(6,143.58)	28,697.54	22,553.96
Levies Receivable	2,366.05	241.55	2,607.60
Total Assets	(3,777.53)	28,939.09	25,161.56
LIABILITIES			
Levies Paid in Advance	747.05	0.00	747.05
GST Liabilities	143.02	349.06	492.08
Total Liabilities	890.07	349.06	1,239.13
Net Assets	(4,667.60)	28,590.03	23,922.43
OWNERS FUNDS			
Opening Balance	1,845.22	14,590.03	16,435.25
Surplus / Deficit for the period	(6,512.82)	14,000.00	7,487.18
Closing Balance	(4,667.60)	28,590.03	23,922.43
Total Owners Funds	(4,667.60)	28,590.03	23,922.43

INCOME & EXPENDITURE SUMMARY



FINANCIAL PERIOD 01/11/2022 - 31/10/2023

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Administrative Fund	Actual	Budget	Actual	Budget
	01/11/22 - 31/10/23	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22
Income				
Debt Collection Recoveries				
Debt Collection Recoveries-Reversal	(\$159.10)	\$0.00	(\$31.82)	\$0.00
Debt Collection Recoveries	\$700.94	\$0.00	\$190.92	\$0.00
Expenses Recoveries				
Owner Expense Recoveries	\$200.00	\$0.00	\$0.00	\$0.00
Expense Recoveries (GST)	\$77.27	\$0.00	\$0.00	\$0.00
Expense Recoveries	\$185.00	\$0.00	\$0.00	\$0.00
Insurance Claim Income				
Insurance Claim Income	\$3,260.40	\$0.00	\$9,370.00	\$0.00
Levy Income				
Contributions - General	\$153,540.80	\$153,873.65	\$125,943.88	\$126,000.00
Special Levy				
Special Levy Income (SL-Legal-Preliminary Fund)	\$1,099.85	\$1,100.00	\$0.00	\$0.00
Special Levy Income (SL-Legal-Stage1&2 Fund)	\$12,000.00	\$12,000.00	\$0.00	\$0.00
Special Levy Income (SL-Legal-Stage3 Fund)	\$35,830.09	\$35,830.00	\$0.00	\$0.00
Special Levy Income (SL-Endeavour Engineering Fund)	\$20,000.00	\$20,000.00	\$0.00	\$0.00
Special Levy Income (SL-Eagle Fire&Safety Fund)	\$32,099.85	\$32,100.00	\$0.00	\$0.00
Total Income	\$258,835.10	\$254,903.65	\$135,472.98	\$126,000.00
Expenses				
Accounting, Taxation & Banking				
Bank Fees	\$51.40	\$80.00	\$47.80	\$80.00
DEFT Process Fees	\$96.10	\$90.00	\$83.73	\$80.00
BAS & Tax Administration	\$1,697.40	\$1,700.00	\$1,697.40	\$1,500.00
Audit Report	\$0.00	\$800.00	\$0.00	\$300.00
Air Conditioning				
Mechanical Ventilation	\$3,316.00	\$2,600.00	\$1,920.00	\$1,000.00
Air Conditioning Maintenance	\$0.00	\$1,500.00	\$0.00	\$0.00
Building General				
General Maintenance	\$2,268.64	\$4,000.00	\$3,726.82	\$4,000.00
Garage Security Gate / Shutter	\$1,218.18	\$750.00	\$651.00	\$750.00
Locks & Doors	\$1,454.72	\$550.00	\$505.91	\$200.00
Cleaning				
Cleaning - General	\$16,960.00	\$17,000.00	\$17,160.00	\$19,840.00
Electrical				
Electrical Repairs	\$200.00	\$1,000.00	\$886.00	\$200.00
Electrical Safety Inspection (RCD)	\$0.00	\$0.00	\$350.00	\$0.00
Electricity				
Electricity Consumption	\$13,842.15	\$13,000.00	\$11,866.90	\$10,500.00
Fire Control				
Fire Services	\$23,209.17	\$12,500.00	\$12,184.93	\$8,500.00

INCOME & EXPENDITURE SUMMARY



FINANCIAL PERIOD 01/11/2022 - 31/10/2023

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Administrative Fund	Actual	Budget	Actual	Budget
	01/11/22 - 31/10/23	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22
Garden & Grounds				
Gardening	\$9,535.92	\$9,500.00	\$7,574.19	\$4,000.00
Irrigation System	\$0.00	\$500.00	\$0.00	\$0.00
Gas				
Gas Consumption	\$0.00	\$0.00	\$0.00	\$1,000.00
Insurance				
Insurance Claims	\$8,869.49	\$0.00	\$9,870.00	\$0.00
Insurance Valuation Report	\$300.00	\$280.00	\$270.00	\$500.00
Insurance Premium	\$29,056.28	\$29,000.00	\$0.00	\$27,500.00
Legal & Professional Services				
Legal Fees	\$0.00	\$0.00	\$0.00	\$500.00
Legal Fees (SL-Legal-Stage1&2 Fund)	\$13,938.45	\$12,000.00	\$0.00	\$0.00
Legal Fees (SL-Legal-Stage3 Fund)	\$48,958.16	\$35,830.00	\$0.00	\$0.00
Building Warranty (SL-Endeavour Engineering Fund)	\$20,000.00	\$20,000.00	\$0.00	\$0.00
Building Warranty (SL-Eagle Fire&Safety Fund)	\$28,792.25	\$32,100.00	\$0.00	\$0.00
Legal Fees (SL-Legal-Preliminary Fund)	\$0.00	\$1,100.00	\$0.00	\$0.00
Lift Repairs				
Lift Maintenance	\$6,395.90	\$7,000.00	\$6,752.79	\$6,500.00
Pest Control				
Pest Control - General	(\$3,913.64)	\$3,000.00	\$7,300.00	\$0.00
Plumbing				
Plumbing - General	\$213.75	\$2,000.00	\$5,890.00	\$0.00
Detention Pit & Pump Maintenance	\$4,257.00	\$6,500.00	\$6,370.00	\$6,000.00
Resident Manager / Caretaker				
Building Manager/Caretaker	\$10,979.80	\$17,700.00	\$16,656.00	\$16,000.00
Rubbish Removal				
Routine Waste / Bin Collection	\$1,960.00	\$0.00	\$0.00	\$0.00
Security & Intercom				
Swipe Cards / Fobs Purchase	\$145.45	\$300.00	\$166.36	\$0.00
Intercom Repairs / Replacement	\$392.28	\$1,000.00	\$0.00	\$1,000.00
Strata/Building Administration				
Debt Collection Fees	\$572.76	\$0.00	\$159.10	\$0.00
Inspection Fees	\$0.00	\$160.00	\$149.09	\$0.00
Land Titles & By-Law Registration	\$0.00	\$0.00	\$2,002.34	\$2,250.00
Management Services	\$8,603.99	\$8,450.00	\$8,042.53	\$8,140.00
Owner Refund	\$463.10	\$1,000.00	\$1,017.80	\$0.00
Printing, Postage & Stationery	\$2,179.46	\$1,500.00	\$1,970.13	\$1,500.00
Strata Administration	\$2,940.30	\$3,200.00	\$2,478.64	\$2,000.00
Legislative Compliance	\$2,732.86	\$1,000.00	\$979.78	\$0.00
Building Defect Claim Administration	\$0.00	\$2,363.65	\$0.00	\$0.00
Telephone				
Lift Phone & Phone Charges	\$632.51	\$650.00	\$597.90	\$960.00
Water				
Water Consumption	\$3,028.09	\$3,200.00	\$5,215.14	\$1,200.00
Total Expenses	\$265,347.92	\$254,903.65	\$134,542.28	\$126,000.00

INCOME & EXPENDITURE SUMMARY



FINANCIAL PERIOD 01/11/2022 - 31/10/2023

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Administrative Fund	Actual	Budget	Actual	Budget
	01/11/22 - 31/10/23	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22
Surplus / Deficit	<u>(\$6,512.82)</u>	<u>\$0.00</u>	<u>\$930.70</u>	<u>\$0.00</u>

INCOME & EXPENDITURE SUMMARY



FINANCIAL PERIOD 01/11/2022 - 31/10/2023

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Capital Works Fund

	Actual	Budget	Actual	Budget
	01/11/22 - 31/10/23	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22

Income

Levy Income

Contributions - General	\$0.00	\$0.00	\$12,000.00	\$12,000.00
Contributions - Capital Works Fund	\$14,000.00	\$14,000.00	\$0.00	\$0.00

Total Income

\$14,000.00	\$14,000.00	\$12,000.00	\$12,000.00
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Expenses

Building General

Building Repairs	\$0.00	\$0.00	\$2,890.00	\$0.00
Capital Works Fund Maintenance	\$0.00	\$14,000.00	\$0.00	\$12,000.00

Legal & Professional Services

Legal Fees	\$0.00	\$0.00	\$4,020.65	\$0.00
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Total Expenses

\$0.00	\$14,000.00	\$6,910.65	\$12,000.00
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Surplus / Deficit

\$14,000.00	\$0.00	\$5,089.35	\$0.00
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LEVY POSITIONS



FINANCIAL PERIOD 01/11/2022 - 31/10/2023

SPI02187 - 11 MITCHELL AVENUE, JANNALI (Generated: 22/11/2023)

Lot	Unit	UOE	Opening Balance	Admin Levy	Capital Works Levy	Other Levy	Charges	Total	Discount	Paid	Closing Balance	Interest Paid	
1	G01	25	0.00	4,220.80	385.00	2,778.35	0.00	7,384.15	0.00	7,384.15	0.00	0.00	
2	G02	32	0.00	5,402.60	492.80	3,556.20	35.00	9,486.60	0.00	9,486.60	0.00	0.00	
3	G03	31	0.00	5,233.80	477.40	3,445.10	0.00	9,156.30	0.00	9,156.30	0.00	0.00	
4	G04	32	6.60	5,402.60	492.80	3,556.20	239.80	9,698.00	0.00	9,698.00	0.00	0.00	
5	G05	31	0.00	5,233.80	477.40	3,445.10	70.00	9,226.30	0.00	7,798.50	1,427.80	0.00	
6	G06	42	2,260.55 cr	7,091.00	646.80	4,667.55	457.00	10,601.80	0.00	10,601.80	0.00	0.00	
7	G07	24	1,291.75 cr	4,052.00	369.60	2,667.20	0.00	5,797.05	0.00	5,797.05	0.00	0.00	
8	101	31	3.30	5,233.80	477.40	3,445.10	0.00	9,159.60	0.00	9,159.60	0.00	0.00	
9	102	32	1,719.00 cr	5,402.60	492.80	3,556.20	16.50	7,749.10	0.00	7,749.10	0.00	0.00	
10	103	30	0.00	5,065.00	462.00	3,334.00	35.00	8,896.00	0.00	8,896.00	0.00	0.00	
11	104	30	0.00	5,065.00	462.00	3,334.00	0.00	8,861.00	0.00	8,861.00	0.00	0.00	
12	105	30	3,334.00 cr	5,065.00	462.00	3,334.00	85.00	5,612.00	0.00	5,612.00	0.00	0.00	
13	106	41	6.60	6,922.20	631.40	4,556.45	0.00	12,116.65	0.00	12,116.65	0.00	0.00	
14	107	24	0.00	4,052.00	369.60	2,667.20	0.00	7,088.80	0.00	7,088.80	0.00	0.00	
15	201	28	3,111.75 cr	4,727.40	431.20	3,111.75	0.00	5,158.60	0.00	5,158.60	0.00	0.00	
16	202	31	0.00	5,233.80	477.40	3,445.10	0.00	9,156.30	0.00	9,156.30	0.00	0.00	
17	203	31	70.00	5,233.80	477.40	3,445.10	70.00	9,296.30	0.00	9,871.00	574.70 cr	0.00	
18	204	30	1,614.70 cr	5,065.00	462.00	3,334.00	35.00	7,281.30	0.00	7,281.30	0.00	0.00	
19	205	30	0.00	5,065.00	462.00	3,334.00	193.00	9,054.00	0.00	7,884.20	1,169.80	0.00	
20	206	44	6.60	7,428.60	677.60	4,889.85	19.80	13,022.45	0.00	13,012.45	10.00	0.00	
21	207	25	0.00	4,220.80	385.00	2,778.35	35.00	7,419.15	0.00	7,419.15	0.00	0.00	
22	301	32	0.00	5,402.60	492.80	3,556.20	0.00	9,451.60	0.00	9,451.60	0.00	0.00	
23	302	33	0.00	5,571.40	508.20	3,667.45	0.00	9,747.05	0.00	9,747.05	0.00	0.00	
24	303	31	0.00	5,233.80	477.40	3,445.10	129.60	9,285.90	0.00	9,285.90	0.00	0.00	
25	304	31	1,668.50 cr	5,233.80	477.40	3,445.10	0.00	7,487.80	0.00	7,487.80	0.00	0.00	
26	305	31	28.65 cr	5,233.80	477.40	3,445.10	0.00	9,127.65	0.00	9,300.00	172.35 cr	0.00	
27	306	45	0.00	7,597.40	693.00	5,001.00	0.00	13,291.40	0.00	13,291.40	0.00	0.00	
28	307	25	6.60	4,220.80	385.00	2,778.35	0.00	7,390.75	0.00	7,390.75	0.00	0.00	
29	401	34	1,830.00 cr	5,740.20	523.60	3,778.55	0.00	8,212.35	0.00	8,212.35	0.00	0.00	
30	402	32	0.00	5,402.60	492.80	3,556.20	0.00	9,451.60	0.00	9,451.60	0.00	0.00	
31	403	52	0.00	8,779.20	800.80	5,778.90	105.00	15,463.90	0.00	15,463.90	0.00	0.00	
			1000	16,759.20 cr	168,832.20	15,400.00	111,132.75	1,525.70	280,131.45	0.00	278,270.90	1,860.55	0.00

	Admin	Capital Works	Total
Levies in Arrears	2,366.05	241.55	2,607.60
Levies Paid in Advance	747.05 cr	0.00	747.05 cr

NOVEMBER 2023 - OCTOBER 2024

SPI02187 - 11 MITCHELL AVENUE, JANNALI (Generated: 22/11/2023)

SCHEDULE	DATE
Action	2023
Garage Door 1	1 November
Insurance Policy Due	30 November
Fire Inspection	15 December
Action	2024
Levies Due	1 January
Carpet Cleaning	1 January
Council Cleanup	15 January
Window Locks and Doors Insp	20 January
Levies Due	1 April
Garage Door 2	1 May
Pest Control 1	1 May
Anchor Points	5 June
Levies Due	1 July
Property Inspection	1 July
Levies Due	1 October

* This document illustrates the proposed dates for scheduled maintenance and services for your Strata scheme and its contents are subject to change.

PROPOSED BUDGET

FINANCIAL PERIOD 01/11/2023 - 31/10/2024

SPI02187 - 11 MITCHELL AVENUE, JANNALI (Generated: 22/11/2023)

Administrative Fund	Proposed Budget	Actual	Accepted Budget	Variance
	01/11/23 - 31/10/24	01/11/22 - 31/10/23	01/11/22 - 31/10/23	01/11/22 - 31/10/23
Income				
Debt Collection Recoveries				
Debt Collection Recoveries-Reversal	\$0.00	(\$159.10)	\$0.00	\$159.10
Debt Collection Recoveries	\$0.00	\$700.94	\$0.00	(\$700.94)
Expenses Recoveries				
Owner Expense Recoveries	\$0.00	\$200.00	\$0.00	(\$200.00)
Expense Recoveries (GST)	\$0.00	\$77.27	\$0.00	(\$77.27)
Expense Recoveries	\$0.00	\$185.00	\$0.00	(\$185.00)
Insurance Claim Income				
Insurance Claim Income	\$0.00	\$3,260.40	\$0.00	(\$3,260.40)
Levy Income				
Contributions - General	\$162,757.27	\$153,540.80	\$153,873.65	\$332.85
Special Levy				
Special Levy Income (SL-Legal-Preliminary Fund)	\$0.00	\$1,099.85	\$1,100.00	\$0.15
Special Levy Income (SL-Legal-Stage1&2 Fund)	\$0.00	\$12,000.00	\$12,000.00	\$0.00
Special Levy Income (SL-Legal-Stage3 Fund)	\$37,000.00	\$35,830.09	\$35,830.00	(\$0.09)
Special Levy Income (SL-Endeavour Engineering Fund)	\$40,000.00	\$20,000.00	\$20,000.00	\$0.00
Special Levy Income (SL-Eagle Fire&Safety Fund)	\$0.00	\$32,099.85	\$32,100.00	\$0.15
Total Income	\$239,757.27	\$258,835.10	\$254,903.65	
Expenses				
Accounting, Taxation & Banking				
Bank Fees	\$80.00	\$51.40	\$80.00	\$28.60
DEFT Process Fees	\$100.00	\$96.10	\$90.00	(\$6.10)
BAS & Tax Administration	\$1,750.00	\$1,697.40	\$1,700.00	\$2.60
Audit Report	\$800.00	\$0.00	\$800.00	\$800.00
Air Conditioning				
Mechanical Ventilation	\$3,500.00	\$3,316.00	\$2,600.00	(\$716.00)
Air Conditioning Maintenance	\$0.00	\$0.00	\$1,500.00	\$1,500.00
Building General				
General Maintenance	\$4,000.00	\$2,268.64	\$4,000.00	\$1,731.36
Garage Security Gate / Shutter	\$1,300.00	\$1,218.18	\$750.00	(\$468.18)
Locks & Doors	\$1,500.00	\$1,454.72	\$550.00	(\$904.72)
Cleaning				
Cleaning - General	\$17,000.00	\$16,960.00	\$17,000.00	\$40.00
Electrical				
Electrical Repairs	\$1,000.00	\$200.00	\$1,000.00	\$800.00
Electricity				
Electricity Consumption	\$14,000.00	\$13,842.15	\$13,000.00	(\$842.15)
Fire Control				
Fire Services	\$18,000.00	\$23,209.17	\$12,500.00	(\$10,709.17)

PROPOSED BUDGET

FINANCIAL PERIOD 01/11/2023 - 31/10/2024

SPI02187 - 11 MITCHELL AVENUE, JANNALI (Generated: 22/11/2023)

Administrative Fund	Proposed Budget	Actual	Accepted Budget	Variance
	01/11/23 - 31/10/24	01/11/22 - 31/10/23	01/11/22 - 31/10/23	01/11/22 - 31/10/23
Garden & Grounds				
Gardening	\$9,600.00	\$9,535.92	\$9,500.00	(\$35.92)
Irrigation System	\$500.00	\$0.00	\$500.00	\$500.00
Insurance				
Insurance Premium	\$41,913.00	\$29,056.28	\$29,000.00	(\$56.28)
Insurance Claims	\$4,000.00	\$8,869.49	\$0.00	(\$8,869.49)
Insurance Valuation Report	\$330.00	\$300.00	\$280.00	(\$20.00)
Legal & Professional Services				
Legal Fees (SL-Legal-Stage1&2 Fund)	\$0.00	\$13,938.45	\$12,000.00	(\$1,938.45)
Legal Fees (SL-Legal-Stage3 Fund)	\$37,000.00	\$48,958.16	\$35,830.00	(\$13,128.16)
Building Warranty (SL-Endeavour Engineering Fund)	\$40,000.00	\$20,000.00	\$20,000.00	\$0.00
Building Warranty (SL-Eagle Fire&Safety Fund)	\$0.00	\$28,792.25	\$32,100.00	\$3,307.75
Legal Fees (SL-Legal-Preliminary Fund)	\$0.00	\$0.00	\$1,100.00	\$1,100.00
Lift Repairs				
Lift Maintenance	\$6,500.00	\$6,395.90	\$7,000.00	\$604.10
Pest Control				
Pest Control - General	\$1,320.00	(\$3,913.64)	\$3,000.00	\$6,913.64
Plumbing				
Plumbing - General	\$2,000.00	\$213.75	\$2,000.00	\$1,786.25
Detention Pit & Pump Maintenance	\$4,500.00	\$4,257.00	\$6,500.00	\$2,243.00
Resident Manager / Caretaker				
Building Manager/Caretaker	\$0.00	\$10,979.80	\$17,700.00	\$6,720.20
Rubbish Removal				
Routine Waste / Bin Collection	\$2,000.00	\$1,960.00	\$0.00	(\$1,960.00)
Security & Intercom				
Intercom Repairs / Replacement	\$1,000.00	\$392.28	\$1,000.00	\$607.72
Swipe Cards / Fobs Purchase	\$300.00	\$145.45	\$300.00	\$154.55
Strata/Building Administration				
Debt Collection Fees	\$600.00	\$572.76	\$0.00	(\$572.76)
Management Services	\$10,357.00	\$8,603.99	\$8,450.00	(\$153.99)
Owner Refund	\$0.00	\$463.10	\$1,000.00	\$536.90
Printing, Postage & Stationery	\$2,200.00	\$2,179.46	\$1,500.00	(\$679.46)
Strata Administration	\$3,200.00	\$2,940.30	\$3,200.00	\$259.70
Legislative Compliance	\$3,000.00	\$2,732.86	\$1,000.00	(\$1,732.86)
Building Defect Claim Administration	\$1,800.00	\$0.00	\$2,363.65	\$2,363.65
Inspection Fees	\$160.00	\$0.00	\$160.00	\$160.00
Telephone				
Lift Phone & Phone Charges	\$650.00	\$632.51	\$650.00	\$17.49
Water				
Water Consumption	\$3,200.00	\$3,028.09	\$3,200.00	\$171.91
Total Expenses	\$239,160.00	\$265,347.92	\$254,903.65	
GST	\$23,588.00		\$25,062.36	

PROPOSED BUDGET



FINANCIAL PERIOD 01/11/2023 - 31/10/2024

SP102187 - 11 MITCHELL AVENUE, JANNALI (Generated: 22/11/2023)

Administrative Fund	Proposed Budget 01/11/23 - 31/10/24	Actual 01/11/22 - 31/10/23	Accepted Budget 01/11/22 - 31/10/23	Variance 01/11/22 - 31/10/23
Surplus / Deficit	\$597.27	(\$6,512.82)	\$0.00	

PROPOSED BUDGET



FINANCIAL PERIOD 01/11/2023 - 31/10/2024

SP102187 - 11 MITCHELL AVENUE, JANNALI (Generated: 22/11/2023)

Capital Works Fund	Proposed Budget 01/11/23 - 31/10/24	Actual 01/11/22 - 31/10/23	Accepted Budget 01/11/22 - 31/10/23	Variance 01/11/22 - 31/10/23
Income				
Levy Income				
Contributions - Capital Works Fund	\$44,833.64	\$14,000.00	\$14,000.00	\$0.00
Total Income	\$44,833.64	\$14,000.00	\$14,000.00	
Expenses				
Building General				
Capital Works Fund Maintenance	\$14,420.00	\$0.00	\$14,000.00	\$14,000.00
Total Expenses	\$14,420.00	\$0.00	\$14,000.00	
GST	\$1,442.00		\$1,400.00	
Surplus / Deficit	\$30,413.64	\$14,000.00	\$0.00	

CONTRIBUTION SUMMARY



FINANCIAL PERIOD 01/11/2023 - 31/10/2024

SPI02187 - 11 MITCHELL AVENUE, JANNALI (Generated: 22/11/2023)

Lot	Unit	UoE	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
1	G01	25	\$1,741.95	\$1,741.95	\$1,741.95	\$1,741.95	\$6,967.80
2	G02	32	\$2,229.65	\$2,229.65	\$2,229.65	\$2,229.65	\$8,918.60
3	G03	31	\$2,160.00	\$2,160.00	\$2,160.00	\$2,160.00	\$8,640.00
4	G04	32	\$2,229.65	\$2,229.65	\$2,229.65	\$2,229.65	\$8,918.60
5	G05	31	\$2,160.00	\$2,160.00	\$2,160.00	\$2,160.00	\$8,640.00
6	G06	42	\$2,926.40	\$2,926.40	\$2,926.40	\$2,926.40	\$11,705.60
7	G07	24	\$1,672.25	\$1,672.25	\$1,672.25	\$1,672.25	\$6,689.00
8	101	31	\$2,160.00	\$2,160.00	\$2,160.00	\$2,160.00	\$8,640.00
9	102	32	\$2,229.65	\$2,229.65	\$2,229.65	\$2,229.65	\$8,918.60
10	103	30	\$2,090.25	\$2,090.25	\$2,090.25	\$2,090.25	\$8,361.00
11	104	30	\$2,090.25	\$2,090.25	\$2,090.25	\$2,090.25	\$8,361.00
12	105	30	\$2,090.25	\$2,090.25	\$2,090.25	\$2,090.25	\$8,361.00
13	106	41	\$2,856.75	\$2,856.75	\$2,856.75	\$2,856.75	\$11,427.00
14	107	24	\$1,672.20	\$1,672.20	\$1,672.20	\$1,672.20	\$6,688.80
15	201	28	\$1,950.95	\$1,950.95	\$1,950.95	\$1,950.95	\$7,803.80
16	202	31	\$2,160.00	\$2,160.00	\$2,160.00	\$2,160.00	\$8,640.00
17	203	31	\$2,160.00	\$2,160.00	\$2,160.00	\$2,160.00	\$8,640.00
18	204	30	\$2,090.25	\$2,090.25	\$2,090.25	\$2,090.25	\$8,361.00
19	205	30	\$2,090.25	\$2,090.25	\$2,090.25	\$2,090.25	\$8,361.00
20	206	44	\$3,065.75	\$3,065.75	\$3,065.75	\$3,065.75	\$12,263.00
21	207	25	\$1,741.95	\$1,741.95	\$1,741.95	\$1,741.95	\$6,967.80
22	301	32	\$2,229.65	\$2,229.65	\$2,229.65	\$2,229.65	\$8,918.60
23	302	33	\$2,299.30	\$2,299.30	\$2,299.30	\$2,299.30	\$9,197.20
24	303	31	\$2,160.00	\$2,160.00	\$2,160.00	\$2,160.00	\$8,640.00
25	304	31	\$2,160.00	\$2,160.00	\$2,160.00	\$2,160.00	\$8,640.00
26	305	31	\$2,160.00	\$2,160.00	\$2,160.00	\$2,160.00	\$8,640.00
27	306	45	\$3,135.45	\$3,135.45	\$3,135.45	\$3,135.45	\$12,541.80
28	307	25	\$1,741.95	\$1,741.95	\$1,741.95	\$1,741.95	\$6,967.80
29	401	34	\$2,369.00	\$2,369.00	\$2,369.00	\$2,369.00	\$9,476.00
30	402	32	\$2,229.65	\$2,229.65	\$2,229.65	\$2,229.65	\$8,918.60
31	403	52	\$3,623.15	\$3,623.15	\$3,623.15	\$3,623.15	\$14,492.60
		1000	\$69,676.55	\$69,676.55	\$69,676.55	\$69,676.55	\$278,706.20



NETSTRATA

EST 1996



MANAGING AGENCY AGREEMENT



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1. INTRODUCTION AND TERMS USED

Introduction

This agreement (instrument of appointment) provides for the management of strata schemes in New South Wales (N.S.W.) under the provisions of;

- The Strata Schemes Management Act 2015
- The Strata Schemes Management Regulation 2016
- The Property and Stock Agents Act 2002
- The Property and Stock Agents Regulation 2022.

The agreement has been drafted in plain English and is intended to provide as much information, disclosures and transparency as possible, regarding the services provided by Netstrata and their subsidiaries so all owners are able to make an informed decision regarding the management services provided for their scheme.

Should you have any questions about the terms, conditions or contents of this agreement, please do not hesitate to contact our office via the means outlined below.

Applicable Law

The law governing New South Wales, Australia.

2. CORPORATE INFORMATION

Company Name	Network Strata Services Pty Ltd
Year Established	1996
A.C.N.	064 030 324
Trading Name	Netstrata
Corporate License No:	933785
License Expiry:	28 February 2026
Registered Tax Agent No:	26193908
Professional Indemnity Insurance (P.I.)	\$30,000,000 – Berkley Insurance Australia, Policy No.: 2016080609R5BIA
Public Liability Insurance	\$20,000,000 – CGU Padlock Insurance, Policy No.: 01R1204379
Cyber Security Insurance	\$3,000,000 – CFC Underwriting Limited, Policy No.: ESM0039694202
Street Address:	298 Railway Parade, Carlton NSW 2218
Postal Address:	P.O. Box 265, Hurstville NSW BC 1481
Email Address:	admin@netstrata.com.au
Phone Number:	1300 638 787
Website:	www.netstrata.com.au

Professional Memberships

Strata Community Association (NSW)	Membership No.: 3127
Real Estate Institute (NSW)	Membership No.: 93654
U.D.I.A.	Supplier Chapter Member
Professional Standards Scheme	Netstrata is a participant in the Strata Community Association (NSW) Professional Standards Scheme under the Professional Standards Act 1984

Subsidiary Companies

Netstrata Pty Ltd	A.C.N. 128 855 489
Strata Insurance Services Pty Ltd	A.C.N. 167 214 182
Australian Financial Services License No:	457333
Professional Memberships	National Insurance Brokers Association
Winfire Pty Ltd	A.C.N. 630 169 836
Trade License No:	340616C
Security License No:	000105051
Professional Memberships:	Fire Protection Australia – Gold Member
Trading Entities:	Winfire Resolute Maintenance Group P.G. Martin Plumbing

3. DEFINITIONS

- (3.1) Terms used in this agreement which are defined in Section 4 of the Strata Schemes Management Act 2015, have the same meaning given to them in that Act, such as **Secretary, Treasurer, Chairperson, Strata Committee, Lot and By-laws.**
- (3.2) **'Agent'** refers to Network Strata Services Pty Ltd - trading as 'Netstrata' and their employees.
- (3.3) **'Scheme'** or **'Principal'** refers to the Owners Corporation (Body Corporate) identified in this agreement.
- (3.4) **'Normal Business Hours'** means between 9am and 5pm, Monday to Friday (excluding Public Holidays).
- (3.5) **'Strata Act'** means the Strata Schemes Management Act 2015.
- (3.6) **'Strata Regulation'** means the Strata Schemes Management Regulation 2016.
- (3.7) **'Development Act'** means the Strata Schemes Development Act 2015.
- (3.8) **'Section'** means a reference to a specific section of the Strata Act.
- (3.9) **'G.S.T.'** means Goods and Services Tax, the tax system introduced via the Goods and Services Tax Act (Cth) 1999.
- (3.10) **'R.A.B.'** means Residential Apartment Buildings (Compliance & Enforcement Powers) Act 2020.
- (3.11) **'E.P.A.'** means the Environmental Planning and Assessment Act 1979 & Environmental Planning and Assessment Regulation 2000
- (3.12) **'H.B.A.'** means the Home Building Act 1989.
- (3.13) **'D.B.P.'** means the Design Building Practitioners Act 2020.
- (3.14) **'W.H. & S'** means the Work Health & Safety Act 2011.
- (3.15) **'O.B.C.'** means the N.S.W. Office of Building Commissioner.
- (3.16) **'B.C.A.'** means Building Code of Australia.
- (3.17) **'N.C.A.T.'** means the N.S.W. Civil & Administrative Tribunal.
- (3.18) **'O.F.T.'** means the N.S.W. Office of Fair Trading.
- (3.19) **'A.C.N.'** means Australian Company Number.
- (3.20) **'B.A.S.'** means Business Activity Statement.
- (3.21) **'A.T.O.'** means the Australian Tax Office.
- (3.22) **'A.F.S.'** means Australian Financial Services Licence.
- (3.23) **'E.F.T.'** means Electronic Funds Transfer.
- (3.24) **'E.V.'** means Electronic Vehicle.
- (3.25) **'S.T.D.'** means Subscriber Trunk Dialling Phone Calls.
- (3.26) **'S.M.S.'** means Short Message Service.
- (3.27) **'M.M.S.'** means Multimedia Messaging Service.
- (3.28) **'A.W.S.'** means Amazon Web Services.
- (3.29) **'D.M.S.'** means Document Management System.
- (3.30) **'A.F.S.S.'** means Annual Fire Safety Statement.
- (3.31) **'A.G.M.'** means Annual General Meeting.
- (3.32) **'S.C.A.'** means Strata Community Association (N.S.W.).
- (3.33) **'R.E.I.'** means Real Estate Institute of N.S.W.
- (3.34) **'U.D.I.A.'** means the Urban Development Institute of Australia.
- (3.35) **'P.A.'** means Per Annum.
- (3.36) **'C.A.R.'** means Corrective Action Report.
- (3.37) **'Per Minute Block'** includes anytime part thereof.
- (3.38) **'Strata Hub'** refers to the reporting requirements established by the Strata Schemes Management Amendment (Information) Regulation 2021.
- (3.39) **'Public Officer'** means a natural person employed by the Agent to be appointed the schemes representative to the ATO pursuant to Section 252 of the Income Tax Assessment Act 1936.
- (3.40) **'Authorised Representative'** means the agent has been appointed by an Insurance Broker to assist in the placement of insurance cover.
- (3.41) **'Routine Maintenance'** means standard cleaning, gardening, lawnmowing services or building maintenance items including but not limited to; Plumbing, Tiling, Roofing & Guttering, Electrical, Handyman Services, Waterproofing, Locksmith, Glazing Services, Painting, that are organised by the agent for the scheme during normal business hours that do not exceed \$5,000 and are not an insurable event.
- (3.42) **'Non-Routine Maintenance'** means any maintenance item not defined as routine maintenance.
- (3.43) **'Emergency'** means a burst water service, blocked/broken sewerage system, blocked/broken stormwater service, a roof leak causing significant resultant damage, gas leak, common property electrical fault, security breach, flooding, storm or fire damage, loss of service (i.e. water, gas, electricity), lift breakdown, major vehicular impact, any repair that threatens the immediate safety of residents or any event of a similar nature.
- (3.44) An **'Emergency Matter'** as described in item 6.10 means a situation or issue that would require a resolution of the scheme at a general meeting, for example the raising of a Special Levy or the need for the scheme to determine an issue due to a time constraint, e.g. a Fire Order.
- (3.45) **'Personal Information'** means phone, email, social media, street addresses and postal addresses that may be collected by the agent from owners, tenants and property managing agents within the scheme.
- (3.46) **'Electronic Delivery of Information'** means delivery of notices via a computer or software system such as email, SMS or other similar application.
- (3.47) **'Committee'** means the Strata Committee appointed by the Owners Corporation at each Annual General Meeting.
- (3.48) **'Strata Committee Member'** means a current member of the Strata Committee elected at the most recent Annual General Meeting.
- (3.49) **'Common Property'** means the property owned by the Owners Corporation as marked on the Strata Plan for the scheme.
- (3.50) **'Changes to Legislation'** means any change in legislation, regulation, Australian Standard or Building Code of Australia that may impact or change the administrative or statutory obligations of the scheme.
- (3.51) **'Changes in Technology'** means changes or improvements to technology such as the National Broadband Network (N.B.N), Solar Panels, Charging Stations, grey water systems, 5G Mobile Network, installation of electronic notice boards or other similar installations that may occur.
- (3.52) **'Bulk Tendering'** means group tendering that the agent may undertake from time to time on behalf of their client schemes to gain bulk discounts from service providers. Examples include but are not limited to, utility services such as electricity, cleaning, lift servicing or other maintenance.
- (3.53) **'Non-Essential Preventative Maintenance'** means work that is not required to be completed by virtue of a government authority or statutory requirement, however is recommended to be completed to ensure facilities or plant & equipment at the scheme remain functional.
- (3.54) **'Additional Work'** means any work arising that is not described in section 7, 8 or 9 of this agreement.
- (3.55) **'Opt-In Services'** means the scheme must authorise the agent to complete the works pursuant to a resolution of the scheme or strata committee.
- (3.56) **'Opt-Out Services'** means the agent shall perform the function unless a written instruction is received not to do so by the scheme.
- (3.57) **'Project Administration'** means the administrative works undertaken surrounding a particular project including obtaining, reading and distributing proposals, quotations and tenders, associated with the project, including legal opinions, expert reports, and contracts associated with the project, liaising with 3rd parties, attending site or electronic meetings associated with the project.
- (3.58) **'N.A.B.E.R.S. Rating'** means the energy rating system established by the National Australian Built Environment Rating System
- (3.59) **'Written Instruction'** means that the strata committee or Owners Corporation have provided a written instruction to the agent following the conduct of a properly convened strata committee or Owners Corporation meeting.
- (3.60) **'Fair Use Policy'** refers to use of fixed disbursements outlined in Item 14.10(a). Printing, Postage and Stationery is limited to the maximum number of meetings outlined at Items 14.1(a) and (b), distribution of levy notices and issuance of general correspondence.

4. PARTIES TO THE AGREEMENT

Both parties acknowledge that they have entered into this agreement voluntarily and will comply with the terms and conditions of the agreement outlined throughout. The parties to this agreement are;

The Principal

The Owners – Strata Plan _____ at _____,
herein referred to as 'the principal' or 'the scheme', and

The Agent

Network Strata Services Pty Limited, trading as 'Netstrata' herein referred to as 'the agent'.

The agent declares that it holds a current NSW Strata Managing Agent's licence, Corporation Licence number 933785 and that this or a replacement licence as well as Professional Indemnity Insurance to a minimum limit of \$10M shall be maintained while this agreement is in force.

The scheme warrants that it has the authority, and has resolved at a general meeting, to enter into this agreement.

5. DURATION OF THIS AGREEMENT

Term

- (5.1) This agreement shall commence on _____ for a period of _____ months, and may then be terminated by the principal, by providing 90 days written notice of termination. Note: A reduction in management fees applies for agreements entered into for the maximum 3 year term.
- (5.2) This agreement may be renewed by the parties at any time during the term by entering into a new agreement.
- (5.3) The parties note, that in accordance with Section 50(1)(b) of the Strata Act this agreement must be renewed within 3 years from the commencement date (the date specified in item 5.1 above) and that this clause serves the purposes of Section 50(6)(a) & (b) of the Act.

Ending this Agreement

- (5.4) This agreement may be terminated at any time by the mutual consent of both parties.
- (5.5) This agreement may be terminated by the principal should the agent be declared bankrupt or cease to hold a strata managing agent's license.
- (5.6) This agreement shall remain in force for a period beyond the term, unless;
- (a) the term expires by virtue of Section 50(1)(b) of the Strata Act (i.e. after 3 years of the date of commencement of the agreement), or
- (b) the scheme terminates the agreement during the term or prior to the expiration period determined by Section 50(1)(b) of the Act, or
- (c) the appointment and delegation in items 6.2 & 6.3 are terminated by the compulsory appointment of a manager under Section 237 of the Strata Act or terminated by virtue of an Order made by N.C.A.T. pursuant to Section 72 of the Strata Act.
- (5.7) The scheme acknowledges that pursuant to section 50(3) of the Strata Act, to ensure the validity of a termination of this agreement, a termination pursuant to item 5.6(b) will not be valid unless a meeting of the Owners Corporation is convened and conducted by the agent giving 90 days written notice of the termination.
- (5.8) This agreement may be terminated by the agent at anytime by providing 30 days written notice to the principal.
- (5.9) If this agreement is terminated by the principal prior to the expiry of the term, the Management Fees & Disbursements outlined in Clause 14 and any commissions for the remainder of the term will then become due payable to the agent on the date of receipt of a valid notice of termination, as well as any administrative fees associated with facilitating an early hand-over of books and records.

6. AGENTS APPOINTMENT AND DELEGATED AUTHORITY

- (6.1) The scheme acknowledges that the agent, at their discretion, may at any time perform all the functions conferred under this agreement.
- (6.2) The scheme appoints the agent pursuant to section 49 of the Strata Act.
- (6.3) The scheme delegates to the agent pursuant to sections 52(1)(a) & 54(1) of the Strata Act those functions required to enable the agent to perform the duties specified in clauses 7 and 8 of this agreement as well as delegating to the agent the roles of chairperson, secretary, treasurer, the strata committee, public officer of the scheme, authorised representative and to issue By-law Breach notices pursuant to Section 146 of the Act.
- (6.4) The scheme appoints the agent as a Tax Agent pursuant to our [Terms of Engagement](#) and execution of this agreement indicates understanding and acceptance of these terms.
- (6.5) The scheme and the agent acknowledge that the 'Opt-In Services' outlined in clause 9 of the agreement cannot be performed by the agent unless a written instruction has been provided to the agent.
- (6.6) The scheme, strata committee and office bearers retain the right to exercise their functions notwithstanding this delegation.
- (6.7) Where appropriate, the scheme authorises the agent to include the scheme in bulk tendering opportunities for services such as electricity supply, other utilities, lift or elevator services, cleaning, gardening or other services that may be applicable to the scheme.

Authority to Issue Charges to Lot Owners Pursuant to Strata By-laws;

- (6.8) Where the scheme has passed a By-law authorising the apportionment of administrative charges to lot owners, such as printing, postage and stationery fees, processing security key and remote control requests, or other fees that may be imposed upon the scheme that may be charged by the scheme to lot owners (including charges within this agreement), the agent shall be authorised to levy owners on behalf of the scheme in accordance with the terms & conditions of the By-law.
- (6.9) Where the scheme has passed a By-law that allows the Owners Corporation to seek reimbursement for expenses that are related directly to an individual lot, including but not limited to the costs of processing;
- Insurance Excesses
 - Access or costs associated with rectifying lot property for the submission of the A.F.S.S.
 - Renovation Applications
 - Where a contractor has been mistakenly engaged to perform work on Lot Property
 - Pet Applications
 - Emergency Work Performed on Lot Property the agent shall be authorised to levy owners on behalf of the scheme in accordance with the terms & conditions of the By-law.

Authority to Convene Meetings and Propose Motions

- (6.10) The parties agree that when necessary, the agent shall be authorised to convene meetings of the scheme and strata committee to address emergency matters, funding shortfalls or other items that may require approval of the Owners Corporation or Strata Committee.
- (6.11) The scheme authorises the agent to propose motions or By-laws of an administrative nature for consideration at general meetings of the scheme or Strata Committee.

7. ROUTINE MANAGEMENT DUTIES

For the Management Fees outlined in Item 14.1 of this agreement, the agent will provide the following services and duties;

Routine Repairs and Maintenance

- (7.1) Arrange for day to day or routine maintenance, repair or replacement of the common property including cleaning, gardening & lawn mowing;
- (7.2) Arrange for routine scheduled maintenance of common property appliances and apparatus including but not limited to;
 - Detention pit and pumps
 - Common garage doors and security gates
 - Residual Current Devices
 - Common hot water heaters
 - Common property locks and doors
 - Common air-conditioning systems.
- (7.3) Arrange for other routine maintenance such as carpet cleaning or re-mulching and fertilising of common area garden areas.
- (7.4) Obtain service agreements for common appliances installed at the scheme, subject to item 8.40 of this agreement.
- (7.5) Obtain 3 quotations for routine maintenance items that exceed the annual budget estimates by 25%, when requested by the Committee.
- (7.6) Undertake periodic inspections of the common property and make recommendations to the scheme as to repairs and maintenance.
- (7.7) If any repair, maintenance or replacement of the common property and personal property of the scheme requires skilled tradespersons or professionals to be retained or materials be purchased, the agent is authorised to engage these services as the scheme's agent.

Meetings

- (7.8) Convene and attend meetings of the Owners Corporation and Strata Committee, subject to items 8.16 to 8.20 of this agreement.
- (7.9) Attendance at meetings via Electronic Means, including, video conferencing, teleconference or other electronic communication device.
- (7.10) Provide meeting rooms at the agents' premises.
- (7.11) Prepare, convene and issue notices & minutes of general meetings and meetings of the Strata Committee; subject to item 14.1(a)&(b).
- (7.12) Chair meetings of the Owners Corporation & Strata Committee, act as Secretary at those meetings and issue minutes of meetings.
- (7.13) Submit motions of an administrative nature, including proposed By-laws for inclusion in General Meetings and Strata Committee Meetings.
- (7.14) Prepare Section 55 and Section 60 Reports for inclusion in A.G.M. notice.

Record Keeping and Financial Management

- (7.15) Subject to the privacy of information outlined in items 8.34 to 8.38 and 11.1 to 11.3 of this agreement, keep and maintain all the schemes records as required by the Strata Act, including but not limited to;
 - The Strata Roll
 - Preparation of an Annual Budget & Monthly Financial Statements
 - Strata Interest (Section 22) Notices
 - All written communication sent and received by scheme,
 - The Minutes Book
 - Policies of Insurance
 - Documents received pursuant to Section 16
 - Building Defect and Maintenance Reports.
- (7.16) Issue levy payment notices in accordance with the levies raised by the scheme (subject to the disbursement options chosen by the owners at clause 14.10(a) & (b) and Fair Use Policy) and collect & receipt all levy contributions paid.
- (7.17) Review, approve and pay all invoices and accounts on behalf of the scheme as and when they become due.
- (7.18) Keep all funds of the scheme in a separate trust account held by Macquarie Bank bearing the name of the scheme and account for the expenses and income of the Administrative and Capital Works fund as required by the Strata Act.
- (7.19) Invest any surplus funds in up to 2 investments accounts held by Macquarie Bank as permitted by the Act, when directed by the scheme.
- (7.20) the agent may disburse funds of the scheme provided that such payments are in accordance with the Act and the terms of this agreement.
- (7.21) the agent shall provide a monthly Financial Statement that will be made available to all owners via the client web portal.

Insurances (Where the agent or the agent's subsidiary is appointed as an authorised representative the agent will);

- (7.22) Effect and renew all insurances required by the Strata Act.
- (7.23) Obtain 3 quotations for renewal of insurances each year.
- (7.24) Arrange an annual Insurance Valuation.
- (7.25) Provide all necessary disclosures to the Strata Insurances in accordance with the terms and conditions of the renewal.
- (7.26) Supply the Certificate of Currency to owners via client online portal.
- (7.27) Supply the Product Disclosure Statement via the client online portal.
- (7.28) Process Insurance Claims including the appointment of Insurance Assessors to a maximum limit of \$5,000. For amounts in excess of \$5,000 an hourly rate as outlined in Item 14.5(b) will apply.

Client Communication

- (7.29) Answer all day to day phone, email, postal and facsimile communication during normal business hours, subject to Items 8.34 to 8.38.
- (7.30) Maintain an online client portal and make available the minutes book, financial statements, and other pertinent records for the scheme.
- (7.31) The scheme authorises the agent to distribute notices, minutes, levy payment notices and general correspondence in accordance with the Strata Act or By-laws for the scheme utilising either Australia Post or electronic delivery of this information where applicable.

By-law Administration

- (7.32) Maintain an electronic copy of the schemes By-laws, and any Development Contract, Building, Community or Strata Management Statement.
- (7.33) Answer routine inquiries regarding the schemes By-laws and issue electronic copies to owners and residents when requested.
- (7.34) When instructed by the Strata Committee, monitor compliance with By-laws and issue a maximum of 3 written warnings to any one resident for the same By-law breach (within any 12 month period), but not including notices pursuant to section 146 of the Strata Act and subject to item 8.39 of this agreement.

Information Technology and Reporting

- (7.35) Provide an annual inspection report of the general state of repair of the common property of the scheme.
- (7.36) Provide an online portal providing all owners with access to pertinent records of the scheme.
- (7.37) Provide all owners and residents within the scheme with a Mobile Application 'Netstrata Space' for reporting of maintenance issues at the scheme, including installation of on-site QR code for access to the App by owners and residents.

General

- (7.38) Provide general advice and assistance regarding the operation of the Strata Act to the scheme and the Strata Committee.
- (7.39) Implement the decisions of the scheme and Strata Committee so far as they are decisions that are lawful and that apply to routine duties of the agent.
- (7.40) Subject to item 8.3, both parties acknowledge that the scheme is at liberty to perform any function outlined in section 7, 8 or 9 of this agreement and are at liberty to use any qualified trade or expert of their choice. If the agent is directed not to perform any function, then this must only be done by a written direction pursuant to a resolution of a meeting of the scheme and the scheme agrees that it will indemnify and hold harmless the agent in respect of all actions, suits, proceedings, claims or demands which relate to that function.

8. NON-ROUTINE DUTIES - OPT OUT SERVICES

- (8.1) The following Non-Routine duties (opt-out services) are those elements of the administration of the strata scheme that fall outside the normal day to day activities of the Secretary, Treasurer, Chairperson or Strata Committee that will have fees applied by the agent, pursuant to section 14 of this agreement, including, but not limited to;
- Attending to emergency repairs
 - Attending mediation on behalf of the scheme
 - Fire compliance & signing the A.F.S.S.
 - Work performed after normal business hours
 - Preparing for and attending N.C.A.T. proceedings
 - Bulk tendering on Behalf of the Scheme
 - Work arising from changes to legislation
 - Initiating legal action, e.g. Debt Recovery
 - Engaging expert consultants (see 9.4 below) and additional work arising from same
 - Qualifying trade licenses and insurances
 - Liaising with local council or other statutory bodies such as Work Cover or NSW Fair Trading
 - Preparing B.A.S. & income tax returns
 - Appointment of insurance assessors.
- (8.2) Unless otherwise instructed the agent will provide the services listed in section 8.4 to 8.40 (for the fees indicated) to assist the scheme in complying with their statutory obligations, or to assist with the up-keep of the common property. These are considered Opt-Out Services.
- (8.3) Both parties acknowledge that the scheme may at any time either perform 'Non-Routine' duties itself or engage a third party to complete the functions on their behalf, subject to item 7.40 of this agreement and that after a request from the scheme or at the sole discretion of the agent, the agent may perform any other 'Non-Routine' duty or function that may not be detailed in Sections 7 or 8 of this agreement.

Financial

- (8.4) Maintain wage, income tax, Business Activity Statements (B.A.S.) or other records and prepare returns for lodgement by us as your registered Tax agent as required by law from time to time; see item 14.3(b)&(c) as well as explanation listed in the table at Section 13 of this agreement.
- (8.5) Undertake collection of levy arrears and charge cost to levy debtor, see item 14.4.

Fire Compliance

- (8.6) Arrange suitably qualified experts to inspect, test and certify all essential fire safety measures at the scheme, see item 14.6(a).
- (8.7) Arrange for the repair, replacement or maintenance of fire services at the scheme in accordance with any C.A.R., see item 14.5(b).
- (8.8) Sign and submit the Annual Fire Safety Statement as required by the local government authorities; see item 14.6(b).
- (8.9) Arrange repairs, maintenance and quotations for works required as a result of a Fire Rectification Order or upgrade, see item 14.5(b).
- (8.10) Attend to the requirements of the E.P.A. Amendment (Identification of Buildings with External Combustible Cladding) Reg. 2018, see item 14.5(b).
- (8.11) Erect A.F.S.S. signage at the scheme in accordance with E.P.A. (Development Certification and Fire Safety) Regulation 2021.

Note: Where Winfire is appointed is complete the A.F.S.S. a reduction of 25% to administrative charges will apply, see item (14.6 (a) & (b)).

Emergency & Non-Routine Maintenance (See 14.5(b))

- (8.12) Arrange for non-routine maintenance, repair & replacements of the common property, including but not limited to;
- Emergency repairs & maintenance
 - Work arising from reports described in Clause 9
 - Work arising from changes in technology
 - Arrange periodic Council Clean-Ups
 - Pressure Cleaning
 - Works required from the Capital Works Fund as defined by Section 79(2) of the Strata Act
 - Work arising from changes in legislation
 - Pest control and pest inspections
 - Window and facade cleaning
 - Non-essential preventative maintenance
 - Tree lopping and removal.

Insurances (Where the agent IS NOT appointed as an authorised representative, see item 14.7);

- (8.13) Effect and renew insurances, obtain an annual valuation and quotations as required by the Act for a 'Fee for Service'.
- (8.14) Process all Insurance claims and emergency works arising from Insurance claims.
- (8.15) Arrange assessors for insurance claims.

Meetings

- (8.16) Convene, conduct, and minute meetings for the purposes of nominating a Tenant Representative to the Strata Committee, see item 14.5(b).
- (8.17) Pursuant to item 11.7 of this agreement, attend meetings at the scheme after normal business, see item 14.5(b).
- (8.18) Attend adjourned meetings of the scheme or committee or attend any meeting with a duration of greater than 2 hours, see item 14.5(b).
- (8.19) Facilitate the Strata Committee Pre-Annual General Meeting Nomination process, see item 14.6(c).
- (8.20) Arrange Off-Site Meeting Venues, including venue set-up, as well as provision for audio and visual devices; see Items 14.2(a) & 14.5(b).

Strata Administration

- (8.21) Qualify Licenses, Qualifications & Insurances of suppliers, see items 14.6(e) & (f).
- (8.22) Rectify deficiencies in records (if any) from Take Over, see item 14.5(c).
- (8.23) Provide an electronic D.M.S. to facilitate e-delivery of notices; see item 14.10.
- (8.24) Prepare & register By-laws or change or answer title requisitions, see 14.5(b).
- (8.25) Subject to clauses 6.8 & 6.9, any work arising under or due to the terms, conditions, or pre-conditions of a By-law, see Item 14.5(b).
- (8.26) Provide Translation Services; see item 14.5(c).
- (8.27) Arrange non-routine rubbish removal, see 14.5(c).
- (8.28) Maintain a security key/fob register, see 14.5(c).
- (8.29) Keep, attest & affix the common seal, see 14.5(c).
- (8.30) Once established, maintain pet, vehicle, key, and asset registers as well as security key bonds that might be applicable to the scheme.
- (8.31) Include the scheme in bulk tendering opportunities for the supply of services, e.g. Utility Supply, Cleaning and Maintenance, see item 14.2(b).
- (8.32) Initiate, answer or represent the scheme at mediation, NCAT, legal proceedings, including consultations with legal representatives; 14.5(b).
- (8.33) Liaise with government or other statutory authorities, including but not limited to Local Council, Work Cover, NSW Fair Trading, Department of Planning and Environment, Land and Property Registration, Office of Building Commissioner, see item 14.5(b).

Client Communication

- (8.34) Receive and maintain up to _____ emails per annum. For amounts in excess of this, see item 14.5(b), subject to items 6.8 & 6.9.
- (8.35) Manage all inquiries regarding the scheme on behalf of the Strata Committee, however any communication, other than with a Strata Committee member, such as an email, phone call or face to face meeting (other than a general meeting) that requires the agents time that extends beyond 30 minutes shall incur fees as outlined in item 14.5(b) of this agreement and may be offset in accordance with the provisions of items 6.8 & 6.9.
- (8.36) Read and distribute, (including but not limited to), expert reports referred to in Clause 9 (Opt-Out Services) below, contracts to be executed by the scheme, Scope of Work specifications, quotations, proposals or the like for the rates prescribed in item 14.5(b).
- (8.37) Process Tenant Notices and updating of tenant information, see item 14.2(d), subject to items 6.8 & 6.9.
- (8.38) Process Afterhours Emergency Calls, see item 14.9(a), subject to items 6.8 & 6.9.

By-law Administration

- (8.39) At the agents' discretion, administer By-law complaints made by individual residents or lot owners. Where a By-law permits (see items 6.8 & 6.9) this will be charged to the lot that initiated the complaint, and the scheme authorises the agent to initiate this charge.

Compliance and Certification

- (8.40) Where applicable, engage suitably qualified experts to ensure the ongoing compliance of apparatus at the scheme, including the registration of the apparatus with the relevant authorities. Examples include but are not limited to;
- Lift Registration
 - Air-Conditioning cooling towers
 - Pool Certification
 - Anchor Point Certification
 - Back Flow Prevention.

9. NON-ROUTINE DUTIES – OPT IN SERVICES

- (9.1) Opt-In services are those elements of the administration of the scheme that fall outside the normal day to day activities of the Secretary, Treasurer, Chairperson or Strata Committee, that the agent will perform once instructed to do so by the scheme.
- (9.2) The scheme and the agent acknowledge that Opt-In Services fall outside the delegation provided to the agent under clause 6 of this agreement.
- (9.3) The agent shall only be entitled to charge additional fees for Opt-In services, pursuant to Section 14 of this agreement once an instruction has been given by the scheme or committee. Opt-In Services include, but are not limited to;

Engaging Expert Consultants (See Item 14.5(b))

- (9.4) When instructed the agent will engage suitably qualified experts to provide reports, expert opinions, or additional professional services as well as experts to complete compliance reports and inspections on behalf of the scheme, including but not limited to;
- Asbestos Reports
 - Quantity Surveyors
 - Engineers
 - Termite Inspection Reports & Treatment
 - Design Consultants
 - Dilapidation Reports
 - W.H.& S. Reports
 - Architects
 - Capital Work Fund Reports
 - Solicitors & Barristers.

Building Defect Claims (See Item 14.5(b))

- (9.5) Options available to the scheme to pursue the rectification of building defects include but are not limited to;
- Statutory Warranties under the H.B.A. (if eligible),
 - Action via the O.F.T. or the O.B.C
 - Action pursuant to the D.B.P. (if eligible),
 - Entering into a Deed of rectification with the Builder/ Developer
 - Action pursuant to Part 11 of the Strata Act (if eligible),
 - Undertaking to self-rectification of any defects.
- (9.6) When instructed, the agent will arrange suitably qualified experts to prepare reports and submit building defect claims, associated with the items listed in item (9.5) as well as attend on-site inspections, address communications with the builder to examine and attend defect repairs when instructed by the scheme.
- (9.7) Read advice provided by legal consults and other experts associated with the items listed in item (9.5).

Financial

- (9.8) Provide an online invoice approval system for a nominated committee representative, see item 14.3(d).
- (9.9) Maintain levy arrears payment plans, see item 14.4(b).
- (9.10) Provide financial statements or reports outside the standard reports provided in the Strata Act or item 7.15 of this agreement, see item 14.5(c).
- (9.11) Open and maintain 3 or more investment accounts, see item 14.5(c).
- (9.12) Preparation of financial data for auditing purposes, see item 14.5(c).

Strata Administration

- (9.13) Process applications for minor and major renovations, payable by the lot owner making the application, see item 6.8 and 14.5(b).
- (9.14) Process applications for approval of pets pursuant to the schemes By-laws, payable by the lot owner, see item 6.8 and 14.5(b).
- (9.15) Provide records to the scheme, following the termination of this agreement and prior to the expiration of the term, see item 14.2(f).

Sustainability Projects (See Item 14.5(b))

- (9.16) When instructed, the agent will obtain proposals and tenders for appropriate sustainability projects to be presented to the scheme for determination, including but not limited to;
- The Sydney Water Fix Program
 - Implementation of a N.A.B.E.R.S. Rating
 - Solar Panelling
 - E.V. Charging Stations
 - Upgrade of Hot Water Systems
 - L.E.D. Lighting.

Establishment of Building Registers (14.2(c))

- (9.17) When requested by the scheme or Strata Committee, the agent will establish the following registers on behalf of the scheme, should these services not be provided by any applicable Building Manager;
- Appliance and Building Asset Registers
 - Resident Vehicle Register
 - Key Register
 - Contracts Register
 - Resident Pets Register
 - Security Bond Register.

10. DISPUTE RESOLUTION

- (10.1) In the event a dispute arises between the parties, the complainant must not commence any court, legal or arbitration proceedings (except where the party seeks urgent interlocutory relief) unless it has first complied with this clause;

(a) Notification

The complainant must inform the other party in writing of the following;

- (i) The nature of the dispute
- (ii) What clause/s of this agreement, legislation or case law (if applicable), that have been breached, and
- (iii) What outcome the complainant desires, and
- (iv) The action the complainant believes will settle this dispute
- (v) For the scheme, notices of a grievance under this clause should be directed to the agent via the postal or email addresses listed in Section 1
- (vi) For the agent, notices of a grievance under this clause shall be directed to ALL elected Strata Committee at the time of the grievance.

(b) Best Endeavours to Resolve Dispute

On receipt of a complaint, both parties will make every effort to resolve the dispute by mutual negotiation within 21 business days. This may include the convening of a Strata Committee or General Meeting (at no cost to the principal) to resolve the matters identified.

(c) Mediation

Any unresolved dispute or difference whatsoever arising out of or in connection with this agreement shall be submitted for mediation to NSW Fair Trading or other appropriate jurisdiction or mediation service agreed by the parties (these costs are to be borne by each party).

(d) Section 72 Application

Should the dispute remain unresolved after mediation, the principal may apply for an order pursuant to section 72 of the Strata Act.

(e) Survival of this Clause

This clause shall survive the expiration or termination of this agreement.

- (10.2) For the purposes of item 10.1 of this agreement, any grievance to the agent may only be submitted following a properly constituted resolution (i.e. meeting) of the Strata Committee or Owners Corporation.

- (10.3) An individual owner shall not be permitted to register a grievance pursuant to this clause, however the agent may elect to deal with any such grievance in a similar manner as outlined in 10.1 should, at the agents discretion, the grievance warrant such a reply.

11. GENERAL TERMS AND CONDITIONS

Record Keeping and Privacy of Information

- (11.1) The scheme acknowledges that the agent will collect private information from owners and tenants that may be required to be passed onto 3rd parties such as contractors and other suppliers to the scheme in order to effectively manage the common property. Unless authorised in writing, the agent shall not be permitted to pass this information onto other owners or tenants within the scheme (particularly where parties may be in dispute) nor will this information be made available during Section 183 inspections.
- (11.2) The principal and agent acknowledge for the purposes of adhering to the Privacy Act 1988 (Cth) and the National Privacy Principles, personal information such as email addresses and phone numbers WILL NOT be maintained by the Owners Corporation on the Strata Roll, however may be maintained by the agent on their client management system for the purpose of distributing notices and other information.
- (11.3) The scheme authorises the agent to have custody of and maintain all records of the scheme in electronic form and to convert existing records of the scheme to a lawfully acceptable electronic form. The scheme authorises the agent to dispose of any paper records, once stored securely electronically, at the agent's discretion.

Work Health & Safety

- (11.5) Both parties acknowledge their responsibilities under the W.H.& S. Act and agree that for the purposes of this Act, the scheme (and not the agent) is in control of the building and all contractors engaged to perform work at the building for either routine, non-routine or emergency work at the scheme. The agent is not and will not in any circumstances be a principal contractor for the building or work done at the building nor will the agent be responsible for the building complying with any requirements of the WH&S Act, or associated legislation.
- (11.6) The parties further acknowledge that the agent has moral and legal responsibilities to provide their staff with a safe working environment, which includes an environment free from bullying, threatening behaviour or physical or sexual harassment.
- (11.7) To comply with the requirements of the WH&S Act, the agent uses safe work method statements for their employees. When a meeting is held on-site that requires attendance by more than 1 employee of the agent, the scheme agrees to reimburse the agent for the reasonable costs of other employees as outlined in item 14.5(b).
- (11.8) Where the strata committee or agent experience situations or receive communications from owners, residents or agents acting on behalf of owners that they deem as harassment, they shall report said incidences to the Strata Committee and the agent shall be entitled to cease any further communication with those individuals and/or issue administrative fees pursuant to the schemes By-laws and pursuant to items 6.8 and 6.9.

Limitations of Agents Expertise

- (11.9) The parties agree and acknowledge that the agent's expertise is limited to the administration of strata schemes in N.S.W. pursuant to the obligations of the Strata Act. The agent may provide guidance, but is not qualified to provide a professional advice on the following matters;
- (11.10) **Capital Works Fund Assessment**
The parties agree that the agent is not qualified to prepare a Capital Works Fund report for the purposes of Section 80 of the Strata Act and where the scheme elects not to engage a suitably qualified expert to prepare such a report pursuant to Section 80(6) of the Act, it will not rely on the indicative Capital Works Fund budget that may be prepared by the agent.
- (11.11) **Section 16 Documents**
The parties agree that the agent is not qualified to scrutinise plans, warranties, certificates or other information received pursuant to section 16 of the Strata Act and will not hold the agent liable for any deficiencies with information provided to the scheme pursuant to section 16. The parties acknowledge that the scheme should rely on independent experts to verify that any section 16 documents received accord with the requirements of the Strata Act.
- (11.12) **Property Inspections**
The parties agree that any common area inspections conducted by the agent are 'general' in nature relating to the condition of the common areas. The agent does not purport to be an engineer, building defect consultant or construction expert that is able to provide advice to the principal surrounding the structural integrity of the scheme, compliance with the B.C.A. W.H.&S. or Australian Standards.
- (11.13) **Building Defects**
The parties agree that the agent is not a qualified building defect expert and that to obtain such advice, the principal should engage suitably qualified experts to provide advice regarding building defects, including the expiration of statutory building warranties and possible legal remedies available to the principal under the H.B.A., D.B.P. and R.A.B Acts, O.B.C., or O.F.T., contractually or otherwise.
- (11.14) **Financial, Investment, and Other Advice**
The principal acknowledges that any financial, investment, 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, objections, financial situation or needs of the principal. The principal is advised to consult with their own independent financial, investment or taxation advisor or other appropriately qualified expert.

Indemnities

- (11.15) The agent is a participant in the S.C.A. (NSW) Professional Standards Scheme under the Professional Standards Act 1984 and reserves the right to rely on the limitations provided by this scheme and/or the limitations on liability provided by this agreement.
- (11.16) The agent will not be responsible for any loss or damage occasioned to or by the scheme by reason of exercise of any function or power conferred on the agent or by any alleged failure to exercise such function or power, including the identification of and rectification of building defects or maintenance items via inspections or otherwise and/or pursuit of building defect claims.
- (11.17) This indemnity does not extend to any liability to pay a fine that arises by virtue of section 57 of the Act or any fraud on behalf of the agent.
- (11.18) The scheme agrees that it will at all times indemnify the agent against all actions, suits, proceedings, costs, claims, expenses or demands which may arise in the course of or as a result of the agent's management of the scheme, including all legal expenses incurred by the agent in defence of or initiation of any legal proceedings as well as any excess payable under professional indemnity insurance, by third parties against the agent, by third parties against the agent in which the agent is incorrectly treated as the scheme or by the scheme against the agent arising before, during or after this agreement, including but not limited to the scheme's failure to make decisions, provide appropriate direction or raise adequate funds. The liability of the agent to the scheme arising out of the performance or non-performance of services, whether under the law of contract, tort or otherwise, is limited to the cost of rectifying or repeating the provision of the services.

Note: Changes to items 11.15 to 11.18 will void the Professional Indemnity cover of the agent. They can not be changed or amended.

Appointment as Authorised Representative

- (11.19) The agent will assist the scheme's appointed insurance broker to gather the necessary information to place insurance cover on behalf of the scheme. This information includes but is not limited to arranging the annual insurance valuation, claims history, maintenance history, fire compliance, building defects and other relevant information to assess the risk application to the scheme. Where the agent or their subsidiary ARE NOT appointed as the authorised representative, the management fee listed in item 14.1 shall be adjusted by 25%. If the agent is directed not to act as the authorised representative for the scheme, this must only be done by a written direction pursuant to a resolution of a meeting of the scheme and the scheme agrees that it will indemnify and hold harmless the agent in respect of all actions, suits, proceedings, claims or demands which relate to placing and managing the insurances of the scheme, including processing insurance claims.

G.S.T. and Application of Fees and Disbursements

- (11.20) Any amounts referred to in this agreement which are payable by the scheme to the agent in respect of services provided, including reimbursement of expenses are expressed inclusive of the G.S.T. at a rate of 10%. If that rate varies, the parties agree that the rates specified will also vary.
- (11.21) The fees outlined in item 14.1 are payable quarterly in advance, Items 14.2 to 14.10 are payable quarterly in arrears. Any amount owing by the scheme 3 months after the due date shall incur simple interest calculated at 10% p.a.
- (11.22) The fees outlined in Section 14 at item 14.1 are based on a contract term of 3 years. Where a reduced term contract is entered into, the fees and charges outlined in Section 14 of this agreement will be adjusted as follows; 2 Year Agreement by 5%, 1 Year agreement by 10%, no term agreement by 15%.
- (11.23) All fees have been negotiated between the parties to the agreement and will be adjusted annually on the anniversary date of the agreement by 5% or as adopted in the annual budget of the scheme, whichever is the greater. The agent's fees under this agreement include G.S.T.
- (11.24) The scheme shall be liable to reimburse the agent for all disbursements including but not limited to photocopying, stationery and printing for issuing levy notices, meeting notices and other correspondence for the scheme other than the agreed included services listed in Section 14 of this agreement.

Note: A fair use policy applies to all routine services provided. Where the scheme or an office bearer requests administrative services that the agent, in their absolute discretion deems as being excessive (e.g. requesting multiple annual budgets), the agent may charge as per item 14.5(b).

Non-Compete

- (11.25) The scheme agrees that they will not engage the services of any employee, former employee, consultant, contractor, director or partner of the agent or the agents' subsidiaries for a period of 12 months, should this agreement be concluded pursuant to Section 5 of this agreement. The agent discloses that there is a reciprocal term in the employment contracts of each of its' employees and contractors and reserves the right to initiate legal proceedings either jointly or separately should there be a breach of this clause.

Transfer of Agreement

- (11.26) 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. The Principal agrees not to unreasonably withhold its consent to a transfer or novation to a transferee is that transferee is licensed, financially sound and appropriately qualified to perform the duties outlined in this agreement.

12. AGENT DISCLOSURES

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

- (12.1) The agent discloses that it is a member of S.C.A. (N.S.W.), the R.E.I. of N.S.W. and the U.D.I.A. and from time to time may sponsor events, conferences or seminars that may be held by these organisations.
- (12.2) The agent discloses that from time to time it may use suppliers to the scheme for its own business practices including Macquarie Bank, CRM Insurance Brokers and Khoury Bros. & Co. Accountants however the agent DOES NOT receive any rebate, discount or commission for recommending these suppliers to the scheme.
- (12.3) The agent discloses that from time to time it may receive training services or advice from suppliers to the scheme, including but not limited to;

Grace Lawyers	Dentons	Corporate Home Unit Underwriting Agencies
Bannerman's Lawyers	Chambers Russell Lawyers	Strata Energy Services
Holding Redlich Lawyers	Mills Oakley Lawyers	Winfire
J.S. Mueller and Co. Lawyers	DEA Lawyers	Macquarie Bank
Madison Marcus Law	Sparke Helmore	Maddocks

Where training is provided by suppliers a disclosure will be made via the Section 60 report provided to the scheme at the A.G.M.

- (12.4) The agent discloses that it has Authorised Representative agreements to provide quotations and placement of cover for the renewal of the Owners Corporations Insurances with;

McCormack Harris Insurance Brokers	Honan Insurance Brokers	Coverforce Insurance Brokers
CRM Insurance Brokers	Arthur J Gallagher & Co Brokers	Corporate Home Unit Underwriting Agencies
BCB Insurance Brokers	BAC Insurance Brokers	Austbrokers

When the agent receives a brokerage from these companies for being an authorised representative it will be disclosed to the scheme via the section 60 report provided to the scheme at the A.G.M.(12.5) The agent discloses that it has commercial arrangements with (including but not limited to);

AMPAC Debt Recovery Services	Strata Energy Services	Active Utilities
Strategic Collection Services	Strata Essential Services	B Energy
Solutions in Engineering	Savant Energy	Prime Strata Consulting Services

Where these services are used and a retainer or referral fee is received, it will be disclosed via the Section 60 report or financial reports provided to the scheme at the A.G.M.

- (12.6) The agent discloses that Netstrata Pty Limited, WinFire Pty Limited, Resolute Maintenance Group, PG Martin Plumbing and Strata Insurance Services Pty Limited (S.I.S.) (A.F.S. Licence 457333) are wholly owned subsidiaries of the agent. All brokerage fees* charged by S.I.S. are retained by the subsidiary, not the agent. Where WinFire, Resolute Maintenance Group or PG Martin Plumbing are appointed to provide services for the scheme, all charges will be disclosed pursuant to Section 60 and via the financial statement for the scheme.

***Note: S.I.S. does not receive commissions from insurers for providing broking services, a fee for service model is applied.**

13. EXPLANATION OF AGENTS SERVICES, FEES AND DISBURSEMENTS

Type	Explanation
 <p>Management Fees</p>	<p>Contracted Management Fees (for the services listed under Section 7 & 8 of this agreement) are calculated based on the size of your scheme (i.e. the number of lots) plus the complexity of your scheme as well as the facilities and apparatus that are installed at the scheme. Our office uses time recording software to assist in the preparation of Section 55 reports (included in the A.G.M for the scheme) which also assist in reviewing the base management fees. A complete copy of this report is provided to your scheme each year. Note: The fees and charges outlined in Section 14 are based on a contract term of 3 years. Where a reduced term contract is entered into, the fees and charges outlined in Section 14 of this agreement will be adjusted as follows; 3 Years \$ P.A., 2 Years \$ P.A., 1 Year Agreement \$ P.A., No Term \$ P.A.</p>
 <p>Strata Administration</p>	<p>Provides for additional administration of your scheme that falls outside the typical administration of your strata scheme, (for example attendance at mediation or tribunal hearings at N.C.A.T. or arranging a council clean-up on behalf of residents), reimbursement for out-of-pocket expenses (for example purchase of a common property notice board) or for the inclusion of your scheme in bulk tendering opportunities, (for example lift contracts or for electricity & gas supply). See Items 14.2 and hourly fees outlined in Item 14.5. Off/On boarding of records relates to the installation or removal of signage at the scheme that references the managing agent, including emergency contacts etc, as well as deregistering owners from the mobile app.</p>
 <p>Disbursements</p>	<p>Disbursements are for reimbursement of the reasonable costs the secretary, treasurer or chairperson would usually incur for the day-to-day administration of the scheme, for example, telephone calls, postage, printing and photocopying charges. Recent changes to the Strata Act now require Owners Corporations to store their data electronically. This requirement has incurred additional costs to facilitate data storage, data security and software. Our Office provides 2 options for recovery of disbursements that are incurred on behalf of your scheme, either 'Pay As You Go' or Fixed Disbursements. Which option is preferable to your scheme will largely depend on the number of meetings that your scheme is likely to undertake each year as well as the ongoing administration and communication provided for owners and residents. Fixed disbursements provide certainty around budgeting, however the Pay as you Go option may be preferable for schemes that do not believe they will require extensive administration. Speak with your manager regarding the best option for your scheme – see list of disbursements and options provided at Items 14.10a and 14.10b.</p>
 <p>Financial Administration</p>	<p>Like any Corporation, your Owners Corporation is required to prepare and lodge tax returns with A.T.O. and where your scheme is registered for G.S.T., your scheme will also have a requirement to lodge quarterly B.A.S. The charges outlined in item 14.3 are based on the annual budget of the scheme (i.e. the amount) and the number of expected transactions during the year as well as whether the scheme is GST Registered. As a registered Tax agent, Netstrata is able to provide this service directly to your Owners Corporation, which avoids the usual expenses that would be incurred by engaging an external Taxation agent. Here it should be noted that this is an 'Opt-Out' service, meaning that should your Owners Corporation wish to prepare their own Tax Return and B.A.S. they are at liberty to do so.</p>
 <p>Statutory Compliance</p>	<p>Your Owners Corporation has numerous compliance obligations that are imposed by various pieces of legislation and regulations. These obligations vary from providing a safe environment for owners, residents and service providers, to ensuring the compliance of plant & equipment at your property. New obligations on your scheme also require your Owners Corporation to submit an annual report to the NSW Government (Strata Hub) and compliance with reporting to the O.B.C.</p> <p>If your scheme is required to submit an A.F.S.S. pursuant to E.P.A. Regulation 2000, the fire compliance charges relate to the administration and management of essential services at the scheme. This includes qualifying the expertise of contractors in accordance with the Competent Fire Safety Practitioners regime, arranging access to ALL lots within the scheme, including the collection of tenant data, liaising with council, signing the Annual Fire Safety Statement, and lodging the statement with council and the NSW Fire Brigade on behalf of the scheme. The charges outlined in 14.6(a) & (b) are based on the complexity of the fire apparatus at the property and liability associated for yearly compliance, and does not include work arising from a Corrective Action Report (C.A.R.) (i.e. correcting a failure with an apparatus) or a fire order issued upon the scheme. Like Financial Administration, this is an Opt-Out service and the scheme is at liberty to perform the administration on their own behalf should they elect to do so, subject to item 7.40. Additional fees for C.A.R. work are outlined in item 14.5(b).</p> <p>Note: Where Winfire is appointed by the Owners Corporation, a 25% reduction to items 14.6(a) &(b) applies.</p>
 <p>Trade Compliance</p>	<p>Is associated with the time taken to verify the bonafides of any contractors performing work at your scheme, including that they hold the appropriate licenses, insurances, qualifications, registrations, and safe work policies in place prior to completing the work that they are being contracted to perform. The fee is calculated based on the number of suppliers that perform work at your scheme from 1 July to 30 June each year, as well as the complexity of the licenses and qualifications that they hold. For efficiency and cost savings this is currently performed externally by Prime Strata Support Services, however can be performed by our office for a fee outlined in Item 14.6(e).</p>
 <p>Pre-AGM Survey and Tenant Meeting Compliance</p>	<p>The Strata Act requires that certain procedures be undertaken as part of the A.G.M. process, this includes calls for nominations to the Strata Committee prior to the A.G.M., inclusions of any nominations in the AGM Notice, as well as notifying tenants of the A.G.M as required by the Strata Act Regulations 2016, and conducting a tenant meeting (if required).</p>
 <p>Council Clean Up</p>	<p>In the event your Owners Corporation elects to undertake regular council clean-ups for their scheme, this provides for the administrative processes associated with booking a routine council clean up and notifying residents of the scheme, including the specifications for proper disposal of goods. This is an 'Opt-In' service decided by the owners of your scheme.</p>
 <p>Stationery By-law</p>	<p>In the event your Owners Corporation has passed the Stationery By-law, which permits the Owners Corporation to charge lot owners for the costs of printing, postage and stationery, this is for the time taken to issue and collect the stationery By-law charges on lot owners (which is paid directly to the Owners Corporation) as well as administer the ongoing delivery types.</p>
 <p>Debt Recovery Fees</p>	<p>Debt recovery and arrears charges are for the costs associated with pursuing outstanding levies and the initiation of Debt Recovery proceedings. These charges are generally able to be recouped by the Owners Corporation</p>
 <p>Updating New Tenancies</p>	<p>Section 258 of the Strata Act requires all Landlords to supply the Owners Corporation with details of the lessees of their lot. This requirement has become more important with the introduction of the Competent Fire Safety Practitioners Regime where access to ALL lots during a fire safety inspection is required as well as the introduction of the Strata Hub. Having this data allows for fire inspections to be arranged directly with all residents, which saves the Owners Corporation re-inspection fees and other charges. Where a By-law has been passed by your scheme, these charges may be passed onto lot owners.</p>

14. AGENTS FEES AND DISBURSEMENTS

For the services and disbursements outlined in this agreement, the scheme will pay the agent as per the table outlined below. All fees include G.S.T.

(14.1) Management fees for routine duties (per lot, per month) \$	
(a) Attend AGM completed prior to 6:30pm (Mon to Thurs)	Included
(b) Attend electronic meetings during business hours	Included
(c) Arranging routine and scheduled maintenance to Max. \$5000	Included
(d) Issue routine work orders and quotation requests	Included
(e) Conduct on-site inspections per annum	Included
(f) Process insurance claims to a maximum of \$5000	Included

(14.2) Strata administration	
(a) Out of pocket expenses	At cost +25%
(b) Arrange council clean up	per lot, per clean-up
(c) Bulk tendering	15% of savings gained
(d) Process tenancy notices	\$49.00 per notice
(e) Establish building registers	Price on application
(f) Early handover of records	\$750.00
(g) Off/on boarding of records	\$750.00

(14.3) Financial administration	
(a) Audit preparation	\$49.00 per 15 minute block
(b) Income tax preparation & lodgement	per return
(c) B.A.S. Preparation & lodgement	per return
(d) Online invoice approvals	\$6.60 per lot, per qtr

(14.4) Arrears processing		Charged to Levy Debtor
(a) Issue arrears reminders	\$44.00 per arrears notice	
(b) Arrange payment plan	\$100.00 per plan, per mth	
(c) Perform skip trace	\$250.00 per trace	
(d) Initiate legal action	\$185.00 per action	

(14.5) Hourly rates	
(a) Director/senior executive	\$125.00 per 15 minute block
(b) Strata managing agent	\$75.00 per 15 minute block
(c) Clerical/admin staff	\$55.00 per 15 Minute block

Disbursements - Option A	
(14.10a) Fixed disbursements (per lot, per month)	\$
Telephony charges	
(a) Mobile, SMS, MMS, & STD phone calls	Included
Delivery of information	
(b) Postage charges	Included
(c) Photocopying, printing and stationery	
(d) Levy payment notices (excluding arrears processing fee)	
(e) Electronic delivery of information	
(f) Issue supplier EFT and remittance advices	
(g) Hardcopy archiving, storage & retrieval of records	
(h) Store information via an electronic D.M.S.	
(i) Software and computer licenses	
(j) AWS cloud data storage & cyber security	
Electronic communication	
(k) Conduct electronic meetings & voting platform	Included
(l) Maintain electronic copy of strata by-laws	
(m) Issue monthly financial statement via online portal	
(n) Provide copy of insurance certificate via online portal	
(o) Maintain online client portal	
(p) Maintain 'Netstrata Space' mobile application	

Disbursements - Option B	
(14.10b) Disbursements (pay as you go)	
Telephony charges	
(a) Mobile, SMS, MMS, & STD phone calls	At cost +25%
Delivery of information	
(b) Postage charges	At cost +25%
(c) Photocopying, printing and stationery	\$1.00 per page
(d) Levy payment notices (Ex. arrears processing fee)	\$3.30 per levy
(e) Electronic delivery of information	\$1.00 per email
(f) Issue supplier EFT and remittance advices	\$1.00 per advice
Information storage and data protection	
(g) Hardcopy archiving, storage & retrieval of records	\$2.20 per lot, per month
(h) Store information via an electronic D.M.S.	
(i) Software and computer licenses	
(j) AWS cloud data storage & cyber security	
Electronic communication	
(k) Conduct electronic meetings & voting platform	\$2.20 per lot, per month
(l) Maintain electronic copy of strata by-laws	
(m) Issue monthly financial statement via online portal	
(n) Provide copy of insurance certificate via online portal	
(o) Maintain online client portal	
(p) Maintain 'Netstrata Space' mobile application	\$15.00 per user

(14.6) Statutory compliance	
(a) Fire compliance & administration	per lot, per month*
(b) Sign annual fire safety statement	per statement*
(c) Pre-AGM survey & tenant meetings	\$22.00 per lot
(d) Complete safe work certificate	\$75.00 per certificate
(e) Qualify existing trade license	\$55.00 per supplier, per annum
(f) Qualify new trade license	\$125.00 per supplier
(g) Complete strata hub survey	\$75.00 per 15 minute block
(h) Complete o.B.C. Survey	\$75.00 per 15 minute block

*A 25% Reduction applies where Winfire is appointed to complete A.F.S.S.

(14.7) Insurance**	
(a) Brokerage	If applicable pursuant to Sec.60
(b) Process insurance claims	\$75.00 per 15 minute block
(c) Management fee increase	+25% to item in 14.1

**Applies where Agent IS NOT appointed as an Authorised Representative

(14.8) Project administration (Only applies when approved by Principal)	
(a) Defect claims	\$75.00 per 15 minute block
(b) D.B.P. Act remedial works	5% of total of works
(c) Building/infrastructure upgrades	\$75.00 per 15 minute block
(d) Legal/mediation matters	\$75.00 per 15 minute block
(e) Sign minor & major works contracts	\$75.00 per 15 minute block

(14.9) Requests by Lot Owners/Residents (Charged to Lot Owner)	
(a) A/Hours Emergency (5pm to 11:59pm)	\$99.00 per call
(b) A/Hours Emergency (12am to 6am)	\$175.00 per call
(c) Process Key/Fob/Bond Request	\$55.00 per 15 minute block
(d) Provide Smoke Detector Cert	\$75.00 per certificate
(e) Process By-law Complaint	\$55.00 per complaint
(f) Online Strata Search	\$55.00 per hour
(g) Section 183 Preparation Fee	\$55.00 per 15 minute block
(h) Issue Section 184 Certificate	Statutory fee, paid by applicant

The common seal of Strata Plan _____ was affixed in the presence of the undersigned being the persons authorised to attest the affixing of the seal, on this date _____.

**Name

Signed by representatives of Lot

Signature of the Licensed Strata Managing Agent on behalf of Network Strata Services P/L

**Name

Signed by representatives of Lot

**The scheme acknowledges being served with a copy of this agreement when it was signed.





Netstrata have provided professional strata management services since 1996 and are evolving into a Full-Service Organisation for your strata property. Our current services include Strata Management, Insurance Broking, Strata Software and now Maintenance.

An outline of the services provided by our subsidiaries is listed below. Here it should be noted your scheme is at liberty to choose any service provider of their choice, they ARE NOT required to use the services of our brands, however as you will note, apart from cost savings and efficiencies there are numerous benefits for your scheme, including responsibility, accountability, availability, and supply chain assurance.

Having access to these resources also means that our strata managers have a unique training advantage, being exposed to the direct knowledge of our brokers, trades and software developers.



Strata Insurances are a bespoke insurance product that are not generally understood or placed by most Insurance Brokers. With the current volatility in the general insurance market following the recent natural disasters such as bush fires and flooding events, it is important that your scheme is represented by a broker that specialises in and understands the strata insurance market. Other key benefits include:

1. Risk profiling

Having access to ALL records for your scheme, including the A.F.S.S., asset registers, maintenance records, safety reports, window lock compliance records and claims history means S.I.S. can provide insurers with a complete risk profile that is unable to be provided by external brokers. Because insurers price against risk, providing this information means you can be assured your scheme is receiving the most competitive and thorough insurance proposals possible.

2. Independence

S.I.S. is an independent Insurance Broker. Being independent means that we are able to source insurance products and proposals from ALL strata insurers and underwriting agencies, we are not limited in choice like other broker owned co-operatives.

3. Commission free

Importantly, S.I.S. DOES NOT take commissions for placing insurances on behalf of your scheme, rather a fee for service is applied and disclosed to owners on each insurance renewal, regardless of which insurance

quotation is selected by your Owners Corporation. This adds a further layer of independence to the insurance renewal process for your scheme and reduces many of the taxes and charges that are applied to your premium.

4. Claims management

Having an in-house broker means we are able provide a more efficient and effective claims management for any insurable event that may occur at your strata property. This means any damage to your scheme will be remediated sooner and claims paid out more

5. Reporting and disclosure

Strata legislation requires all strata managers to disclose any commissions received at each A.G.M. Our office takes this one step further providing all owners with a notification of renewal and current insurance certificate for your property.

For a complete guide to the broking services provided by S.I.S. for your scheme, please see the following link [HERE >](#)

15. OUR BRANDS (CONTINUED)



Our maintenance division incorporates 3 trading entities, Winfire, Resolute Maintenance, and PG Martin plumbing. Across these brands we have trade licenses in Electrical, Accredited Fire Technicians, Locksmiths, Carpentry, Plumbing, Roof Plumbing, Draining and Gas fitting. Key benefits include;

1. Safety and Compliance

Winfire was established following the introduction of the NSW Competent Fire Safety Practitioner (C.F.S.P.) regime. Our diversity of skill sets means that we are able to complete two important safety inspections for your property concurrently – Fire Safety and Window Lock Compliance. These inspections not only provide protection and safety assurances, completing the inspections concurrently delivers convenience for residents and cost savings for your Owners Corporation. No other service supplier is able provide these two services simultaneously.



2. Priority Access

Due to supply and demand pressure, accessing trades during peak periods such as extreme weather events, can be problematic. Having an in-house maintenance division ensures that your property will be given priority service during peak periods, severe weather events and after-hours emergencies.

3. Efficiency and Convenience

Having direct access to a variety of trade licenses means our team are able to complete complex maintenance issues without the need to seek alternative trades or sub-contractors. This assures efficiency and continuity of service, providing both convenience and cost savings for your scheme.

4. Reporting

When our maintenance team is appointed by your scheme to provide scheduled maintenance services, we will provide a detailed report of the services provided, including before and after photos and recommendations for future servicing of common property assets. When requested, we are also able to provide your scheme with an asset register of plant and equipment for your property.

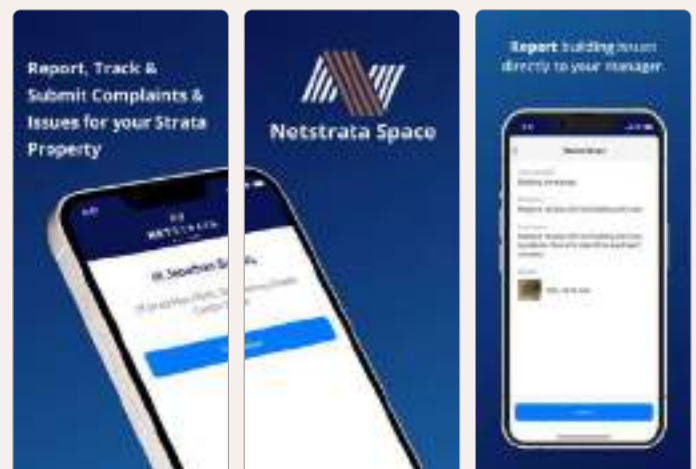
5. Competitive Pricing and Accountability

Quite simply the buck stops with us. We appreciate that on all levels our office and subsidiaries are servicing your homes, investments, and community. To ensure our ongoing relationship is maintained you can be assured that our pricing is competitive and services of the highest standard.

Netstrata Space is our proprietary software which enables our office to provide completely unique management services for your Owners Corporation and our Strata Managers.

All owners have access to our online portal and mobile application where they are able to report issues affecting your property and obtain pertinent information regarding your scheme.

[DOWNLOAD >](#)



16. PROFESSIONAL MEMBERSHIPS



Tax Agent
26193908



WHAT'S COVERED BY STRATA BUILDING INSURANCE

WHAT IS BUILDING INSURANCE

Quite simply, Strata Building Insurance protects the Owners Corporation for damage sustained to the building as a result of an Accidental or Malicious act. Common examples are;

- Fire/Arson
- Storm/Tempest
- Lightning Strikes
- Vandalism
- Vehicular Impact
- Burglary & Theft
- Glass Breakage
- Burst Pipes
- Earthquakes

A common misapprehension is that Strata Building Insurance protects the Owners Corporation for the routine maintenance items or building defects such as the repair of leaking shower trays, settlement/movement cracks in walls & ceilings or concrete cancer, unfortunately this is not the case. The easiest comparison to think of is motor vehicle insurance. You can insure your vehicle against having an accident, however you cannot insure your vehicle for wearing out. This same principle applies to Strata Building Insurance.

HOW IS AN OWNER OF A LOT PROPERTY PROTECTED?

Every Owners Corporation has a mandatory duty to insure 'the building' against accidental or malicious damage – section 160 (1), Strata Schemes Management Act 2015 (the Act).

Lot space within a strata scheme is commonly defined as;

“the cubic air-space contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor”

Under this definition the lot owner is responsible for the repair, replacement and maintenance of all building components housed within the lot, such as;

- Internal walls
- Internal doors
- Toilets, baths & basins
- Shower screens
- Built-in wardrobes
- Kitchen sinks, cabinets and bench tops
- Appliances, such as wall and bench ovens, cook tops, range hoods, hot water heaters and bathroom & laundry exhaust fans

For example, a leaking tap washer in the kitchen or leak through a shower

WHAT'S COVERED BY STRATA BUILDING INSURANCE

screen is the lot owners' responsibility to maintain. However, by virtue of the term 'the building' being included in section 160 (1), many of the building components contained within the 'lot' are protected by the mandatory Building Insurance that is taken out by the Owners Corporation.

Simply speaking these items are the lot owners' responsibility for the purposes of repair, replacement and maintenance, however they are protected by the Strata Building Insurance if damaged via an insurable event.

ARE MY CONTENTS COVERED?

No, the contents and fittings contained within your lot ARE NOT protected by the Strata Building Insurance and are specifically excluded from the policy, items such as;

- Carpets and underlay
- Floating floorboards
- Wallpaper
- Curtains and blinds
- Light fittings
- Paint work on walls & ceilings
- Wall tiles located on internal walls
- Any furnishing or personal contents
- Electrical appliances that are not hardwired into the building e.g. clothes dryers, dishwashers or microwaves

Owner-occupiers may extend the cover on their contents insurance to include the items not covered by the strata building Insurance. Most major mainstream insurers in NSW are aware of the delineation between strata building insurance and contents insurance for a strata property and are happy to extend home contents insurance to include the items listed above.

Non-resident or investor owners may take out 'Landlords Insurance' for a sufficient sum to cover the fittings of their lot. However all owners should undertake their own inquiries with their insurer or insurance broker to ensure their contents are adequately protected by their contents policy

STATUTORY INFORMATION

QUORUM (CLAUSE 17, SCHEDULE 1)

1. A motion submitted at a meeting must not be considered, and an election must not be held at a meeting, unless there is a quorum present to consider and vote on the motion or on the election.
2. A quorum is present at a meeting only in the following circumstances:
 - If not less than one-quarter of the persons entitled to vote on the motion or election are present either personally or by duly appointed proxy.
 - If not less than one quarter of the aggregate unit entitlement of the strata scheme is represented by the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election.
 - If there are 2 persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election, in a case where there is more than one owner in the strata scheme and the quorum otherwise calculated under this subclause would be less than 2 persons.
3. A person who has voted, or intends to vote, on a motion or at an election at a meeting by permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.
4. If no quorum is present within the next half-hour after the relevant motion or business arises for consideration at the meeting, the chairperson must:
 - (a) Adjourn the meeting for at least 7 days, or
 - (b) Declare that the persons present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.
5. If a quorum is not present within the next half-hour after the time fixed for the adjourned meeting, the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.

RESOLUTIONS

Ordinary Resolution

A motion put to a meeting of the Owners Corporation is decided according to the majority in number of votes cast for and against the motion with each person having one vote for each lot in respect of which the person is entitled to vote.

Special Resolution

If a motion put to a general meeting of the Owners Corporation requires a special resolution*, the passing of a special resolution requires that a vote to be taken by units of entitlement and that not more than one quarter of the units of entitlement represented at the meeting and entitled to vote, vote against the motion.

Unanimous Resolution

If a motion put to a general meeting of the Owners Corporation requires a unanimous resolution*, the passing of a unanimous resolution requires that no vote to be cast against the motion.

*Such motions are clearly indicated in the form of motion.

STATUTORY INFORMATION

VOTING RIGHTS (PART 4, SCHEDULE 1)

You, or where this notice is addressed to a corporation, your company nominee, may vote at the meeting:

1. Either in person at the meeting or by duly appointed *proxy whose instrument of appointment is given to the secretary of the Owners Corporation before the commencement of the meeting;
2. Except in the case of a motion requiring a unanimous resolution, only if all contributions levied and payable on the above lot(s), and any other monies recoverable under the above Act by the Owners Corporation from you at the date of this notice, have been duly paid before the commencement of the meeting; and
3. In the case of an owner of a lot subject to a first mortgagee shown on the strata roll (a priority vote), only if the mortgagee fails or neglects to exercise the voting power conferred on him by schedule 2 part 2 of the above Act.
4. Where this notice is addressed to a corporation, the company nominee voting at the meeting must be the company nominee/s specified on the section 22 notice and strata roll for the Owners Corporation. The nominee must also provide the chairperson with a written authorisation of their entitlement to vote at the meeting.
5. A power of attorney may only cast a vote at the meeting via a duly completed Proxy Appointment Form signed by the owner/s of the lot they are representing.

PRE-MEETING ELECTRONIC VOTING

Owners Corporations may allow for 'Pre-Meeting Electronic Voting' which is a means of casting a vote electronically, up to 24 hours before the commencement of a meeting.

Our office has implemented an electronic voting platform which enables owners to signal their vote for each motion on the agenda. Access to the voting portal is possible via the following means:

- Clicking on the link under the 'online' heading within the covering letter supplied with this meeting notice (for owners who elect to receive their correspondence via email).
- Scanning the QR Code included on the covering letter under the 'Online' voting option heading (for owners who elect to receive their correspondence via post).

Owners who may not be able to attend the meeting, or prefer to cast their vote electronically may do so via the electronic platform. There are however the following limitations as imposed in the Strata Schemes Management Regulation 2016 (Regulation 14):

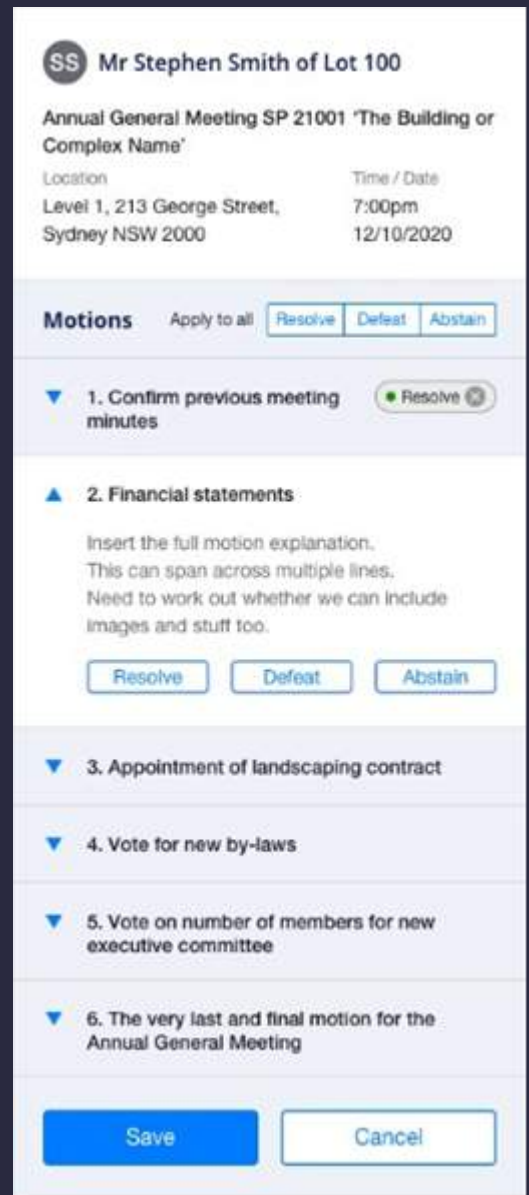
1. The pre-meeting vote may have no effect where a motion is amended at a meeting;
2. A motion that is to be determined wholly by pre-meeting electronic voting may not be amended at the meeting for which the pre-meeting electronic voting is conducted;
3. A motion that is to be determined partly by pre-meeting electronic voting must not be amended at the meeting for which the pre-meeting electronic voting is conducted if the effect of the amendment is to change the subject matter of the original motion;
4. A pre-meeting vote may not be counted for the purposes of a Strata Committee election.

PRE-MEETING VOTING

VOTING ELECTRONICALLY

Each Motion will appear on the portal:

- Owners can signal whether they would like to 'Resolve', 'Defeat' or 'Abstain' from voting on each motion on the agenda (except for a strata committee election).
- Once a motion has been voted on, the vote will appear next to the motion and owners will then be led to vote on the next motion.
- If an owner would like to change their vote, this is possible by selecting the relevant motion and changing the vote to be submitted.
- Selecting 'Save' confirms the votes being cast.
- At the commencement of the meeting, all pre-meeting electronic votes which have been cast for each motion are provided to the strata manager who will declare the votes submitted.



The screenshot shows a user interface for a pre-meeting voting portal. At the top, it identifies the user as 'Mr Stephen Smith of Lot 100'. Below this, it specifies the meeting details: 'Annual General Meeting SP 21001 'The Building or Complex Name'', 'Location: Level 1, 213 George Street, Sydney NSW 2000', and 'Time / Date: 7:00pm 12/10/2020'. A 'Motions' section allows the user to 'Apply to all' with buttons for 'Resolve', 'Defeat', and 'Abstain'. The first motion is '1. Confirm previous meeting minutes', with a 'Resolve' button selected. The second motion is '2. Financial statements', which includes a text input area for a full motion explanation and 'Resolve', 'Defeat', and 'Abstain' buttons. The remaining motions are listed as '3. Appointment of landscaping contract', '4. Vote for new by-laws', '5. Vote on number of members for new executive committee', and '6. The very last and final motion for the Annual General Meeting'. At the bottom, there are 'Save' and 'Cancel' buttons.

Traditionally, owners corporation meetings involve gathering all members in a physical location, which can be time-consuming, inconvenient, and sometimes difficult to achieve due to conflicting schedules. By utilising the Pre-Meeting Electronic Voting platform, owners may participate in the decision-making processes, without physically attending the meeting, by casting a vote conveniently and efficiently from the comfort of their own home or wherever they may be.

By embracing Pre-Meeting Electronic Voting, we can collectively enhance the efficiency, transparency, and inclusivity of the decision-making process within your owners corporation. Together, we will continue to build a stronger and more vibrant community.

GENERAL MEETING INFORMATION

OFFICE LOCATION & ACCESS

Our Meeting Rooms are located above 'Hardcore Gym', pedestrian entry from 298 Railway Parade, Carlton. Parking is available at the rear of our premises and Carlton railway station from Railway Parade. Lift Access for disabled or less mobile persons is available via our rear entry with prior notification to your strata manager. The facilities at our office enable the meetings for your scheme to be conducted in a comfortable and business like environment and avoid potential W.H. & S. issues and other liabilities for your scheme.

ABOUT THE AGENDA

A synopsis of the motions to be determined at this meeting as well as the statutory requirements relating to the conduct of a general meeting are detailed in the meeting notice. Whilst they are largely self-explanatory, we urge you to read them so you are fully aware of your rights and obligations surrounding the matters to be determined.

MEETING DURATION

The duration of the meeting will largely depend on the number of motions to be determined. A simple proxy meeting (i.e. one conducted via proxy/postal vote) may only take a few minutes, whereas an Annual General Meeting usually last around 1 hour.

WHERE TO FIND OUT MORE

Copies of 'Strata Living', an owner's guide produced by NSW Fair Trading is available from the NSW Fair Trading website www.fairtrading.nsw.gov.au. Strata Living is a useful guide outlining all your rights, obligations and responsibilities of owning in and the administration of Strata Properties in NSW.

You can also find out more regarding the operation of your scheme, strata legislation and other useful information by visiting our website www.netstrata.com.au.

QUESTIONS?

We encourage your questions and feedback surrounding all aspects of the administration of your strata property, however to save time at the meeting we'd ask that any questions you may have regarding the agenda or attachments be directed to your strata manager prior to the meeting.

VOTING & ATTENDANCE

If you are unable to attend the meeting, our office has implemented an electronic voting platform which enables owners to signal their vote for each motion on the agenda. Access to the voting portal is possible via the following means:

- Clicking on the link under the 'online' heading within the covering letter supplied with this meeting notice (for owners who elect to receive their correspondence via email).
- Scanning the QR Code included on the covering letter under the 'Online' voting option heading (for owners who elect to receive their correspondence via post).

GENERAL DISCUSSIONS

If time permits there will be a general discussion period at the conclusion of the meeting so owners have an opportunity to raise other matters not on the agenda, however any decisions made will be limited to the delegated authority of the manager.



www.netstrata.com.au

P: 1300 638 787

admin@netstrata.com.au

Emergency (after hours): 1300 663 760

Head Office

298 Railway Parade
Carlton NSW 2218

Wollongong Office

Suite 3.03, 3 Rawson St
Wollongong NSW 2500

Sydney CBD Sales Office

Level 26, 44 Market St
Sydney NSW 2000

MINUTES OF Strata Committee Meeting

Strata Plan	102187 - 11 MITCHELL AVENUE, JANNALI
Meeting date	13/07/2023
Commenced	6:10 PM
Apologies	Lot 2
Pre Meeting Voting	Nil
In Attendance	Lot 5, Lot 6, Lot 22, Lot 24, Lot 30, Lot 31
Proxies	Lot 26 appointing Lot 31
Corporate Authorisation	Nil
Guests	Nil
Quorum	More than 50% of members present, a quorum was formed
Chairperson	Nicole Kazzi

MOTION 1. Confirm Previous Minutes	RESOLVED	that the minutes of the last Strata Committee meeting be confirmed. Vote: 7 Resolve, 0 Abstain, 0 Defeat
MOTION 2. Appoint Office Bearers	NO CONSEQUENCE	This motion was marked as a motion of no consequence. The office bearers were appointed at the Strata Committee Meeting held 29/11/2022: Chairperson: Lyn Baker - Lot 24 Secretary: Sonya Tomic - Lot 22 Treasurer: Peter Paratore - Lot 6
MOTION 3. Confirm Financials	RESOLVED	that the financial reports as presented at the Strata Committee meeting were adopted. Vote: 7 Resolve, 0 Abstain, 0 Defeat
MOTION 4. Outstanding Works	RESOLVED	that the Strata Committee discussed the common areas, noting the following maintenance items which will be arranged to be quoted by the strata manager: - Window Cleaning Vote: 7 Resolve, 0 Abstain, 0 Defeat

<p>MOTION 5. Approve Maintenance</p>	<p>RESOLVED</p>	<p>that the Strata Committee provided the following instructions:</p> <ul style="list-style-type: none"> - Cleaning - The Strata Managing Agent is instructed to provide instructions to the cleaner to clean the fire stairwells, entrance cobwebs and outdoor toilet including consumables - toilet paper and soap - Gardening - The Strata Managing Agent will forward the gardening quotes to the Strata Committee for further consideration. - High Pressure Cleaning Carpark - The Strata Managing Agent is instructed to issue a work order for this undertaking (check quotation that carpet cleaning is not included) - Carpet Cleaning - The Strata Managing Agent is instructed to issue a work order for this undertaking (check quotation includes all areas) - G05 Technical Specification - SC Resolved, U403 Defeated - Access into U403, U305 and UG05. The report of Eagle Eye Building Consultants dated 25/02/22 was discussed and shared for review. The Strata Committee will further review this report prior to any action. - Tender Proposal - 2% Deposit Bond (\$2,500.00) The Strata Managing Agent is instructed to advise Bannermans Lwayers to take no further action pending further advice from Project Intervene <p>Vote: 7 Resolve, 0 Abstain, 0 Defeat</p>
<p>MOTION 6. Legal Invoices</p>	<p>RESOLVED</p>	<p>that the Strata Committee reviewed the Bannermans Legal invoices.</p> <p>Vote: 7 Resolve, 0 Abstain, 0 Defeat</p>
<p>MOTION 7. Confirm Next Meeting</p>	<p>RESOLVED</p>	<p>The next Strata Committee meeting will be held on: 17 August 2023</p> <p>Vote: 7 Resolve, 0 Abstain, 0 Defeat</p>

CLOSURE:

The meeting closed at

8:50 PM

Nicole Kazzi

Chairperson

PROPOSED DATE FOR NEXT MEETING:

TBD

HEAD OFFICE

298 Railway Parade
Carlton NSW 2218

SYDNEY CBD SALES OFFICE

Level 26, 44 Market St
Sydney NSW 2000

WOLLONGONG OFFICE

Suite 3.03, 3 Rawson Street
Wollongong NSW 2500

P 1300 638 787

E admin@netstrata.com.au
W admin@netstrata.com.au



NETSTRATA

EST 1996

Notice of

Strata Committee Meeting

**THE OWNERS – STRATA PLAN 102187
AT 11 MITCHELL AVENUE, JANNALI**

DATE: Thursday 13 July 2023

TIME: 6:00 PM

VENUE: VIRTUAL MEETING ROOM

Zoom: <https://zoom.us/j/6429008029>

Or Teleconference (02) 8015 6011

Please see the covering letter for further details on how to join the meeting.

Nicole K. | Direct Line: 0405318525 | Email: nicole.kazzi@netstrata.com.au

UNDERSTANDING STRATA PROPERTY MAINTENANCE

One of the most confusing aspects of owning a lot within a Strata Scheme is understanding who is responsible for the maintenance of certain elements within the lot – an individual owner or Owners Corporation (Body Corporate)?

This debate has existed since strata schemes legislation was first incepted in 1961 and has been further confused by the way in which owners and Owners Corporations' interpret the maintenance obligations for their strata schemes.

This confusion is further exacerbated because not every strata plan is the same and some Owners Corporations may pass specific resolutions or By-Laws changing or absolving the Owners Corporations maintenance responsibilities.

Briefly; generally each owner is responsible for the maintenance, repair and replacement of all those components of the building that are housed within the external walls of their unit/villa or townhouse or service only their lot (within the lot envelope). Section 106 of the Strata Schemes Management Act 2015 places a mandatory duty on the Owners Corporation to repair and maintain all elements outside of this envelope (the common property) or shared services that may pass through the unit.

In the diagram below, those areas that are generally considered to be common property or the Owners Corporations responsibility to maintain are highlighted in **BLUE**. This applies to strata schemes registered after 1 July 1974.

In this example, all the internal walls and doors are highlighted in **ORANGE** representing lot property. Other typical elements of Lot property include kitchen and bathroom cabinets and accessories, carpets, paintwork and appliances.

For a detailed list of typical lot property and common property maintenance responsibilities go to www.netstrata.com.au

When assessing the maintenance responsibilities for your scheme it is important that a detailed examination of your strata plan and by-laws be undertaken to determine the specific responsibilities associated with your property. Owners should also be familiar with any warranties that may be applicable to apparatus and building structure at their property and the limitations and application of these warranties.

UNDERSTANDING STRATA PROPERTY MAINTENANCE

The cubic airspace of the lot also extends to the balcony or courtyards and is usually defined by a notation on the Strata Plan.

Any shared apparatus, such as pipes or conduits that pass through a lot are still the Owners Corporations responsibility to maintain, even though they are contained within the lot.

These areas are known as 'Structural Cubic Space'.



Lot space within a strata scheme is commonly defined as;

“the cubic airspace contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor”.

Once a pipe or conduit enters the lot, it becomes the ‘lot owners’ responsibility to maintain if it only services that lot. Common examples include, taps and drainage pipes under sinks & vanities.

MEETING AGENDA

Apologies.

Proxies & Powers of persons present.

Determination of Quorum and Validity of meeting.

The motions to be considered are as follows:

<p>MOTION 1.</p> <p>Ordinary Resolution</p>	<p>Confirmation of Previous Minutes</p> <p>That the minutes of the last Strata Committee meeting be confirmed.</p>
<p>MOTION 2.</p> <p>Ordinary Resolution</p>	<p>Appoint Office Bearers</p> <p>That the Strata Committee decide whether to appoint office bearers to the positions of Chairperson, Secretary and Treasurer.</p>
<p>MOTION 3.</p> <p>Ordinary Resolution</p>	<p>Confirmation of Financials</p> <p>That the Strata Committee adopt the financial statements as presented.</p> <div style="text-align: center;">  </div> <p>Building Financials 10/07/23</p>
<p>MOTION 4.</p> <p>Ordinary Resolution</p>	<p>Upcoming Works</p> <p>That the Strata Committee discuss any common area maintenance concerns which are required to be organised and decide how to proceed.</p>

MEETING AGENDA

<p>MOTION 5.</p> <p>Ordinary Resolution</p>	<p>Preventative Maintenance</p> <p>That the Strata Committee review the preventative maintenance schedule and decide what preventative maintenance works to schedule for the coming year.</p> <ul style="list-style-type: none">- Cleaning + Gardening- High Pressure Cleaning Carpark- Carpet Cleaning- G05 Technical Specification- Tender Proposal - 2% Deposit Bond <p>For more information, please refer to page 6.</p>
<p>MOTION 6.</p> <p>Ordinary Resolution</p>	<p>Legal Invoices</p> <p>That the Strata Committee review the Bannerman's Lawyers invoices and provide instructions to the Strata Managing Agent.</p> <p>Bannermans Invoices </p>
<p>MOTION 7.</p> <p>Ordinary Resolution</p>	<p>Next Strata Committee Meeting</p> <p>That the Strata Committee confirm the date, time and venue for the next Strata Committee Meeting.</p>

Dated this Monday, July 10, 2023

Netstrata

EXPLANATION OF AGENDA ITEMS

Motion 1. Confirmation of Previous Minutes

The minutes of your last Strata Committee meeting will need to be confirmed. A copy of the previous minutes were forwarded to you shortly after the last Strata Committee meeting, if you have not received a copy of these minutes please contact our office.

Motion 2. Appoint Office Bearers

That the Strata Committee decide whether to appoint office bearers to the positions of Chairperson, Secretary and Treasurer.

Motion 3. Confirmation of Financials

The financial statements presented and annexed to the notice of this meeting will need to be confirmed. To save time at the meeting, please direct any enquiries regarding the accounts to your strata manager prior to the meeting. A copy of the full financial statements for your scheme can be found at your owner portal on our website.

Motion 4. Upcoming Works

This motion has been placed on the agenda for the Strata Committee to highlight any maintenance items which require attendance.

Motion 5. Preventative Maintenance

This motion is on the agenda in order for the Strata Committee to consider the schedule and put a plan in place for preventative maintenance.

Motion 6. Legal Invoices

The Strata Committee have requested to review the Bannerman's Invoices and to review the legal costs to date.

Motion 7. Next Strata Committee Meeting

This motion has been placed on the agenda in order for the committee to decide whether to set a date, time and venue for the next Strata Committee meeting.

Nicole Kazzi

From: Danny Joseph <danny@mjengineeringprojects.com.au>
Sent: Wednesday, 5 July 2023 3:42 PM
To: Nicole Kazzi
Cc: 'Mark Joseph'
Subject: RE: 102187 - Inspection + Technical Specification Proposal - G05

TimeTRACER LogInSentFolder: 0
TimeTRACER SentProjectID: 0

Hi Nicole,

Apologies for the delay. Our pricing for G05's water ingress concern as described in the attached report would be as follows:

Phase 1: Site Inspection

Service Provided	Price
Site Inspection	\$1,500+GST

Phase 3- Stage 1: Technical Specification

Service Provided	Price
Technical Specification	\$5,000+GST

Phase 3- Stage 2 Design Compliance Documentation

Service Provided	Price
Regulated Designs	TBA After Site Inspection
Coordination of Fair-Trading Portal	\$1,200+GST

Kind Regards,

Danny Joseph

Remedial Engineer

M [0425 864 842](tel:0425864842) | W mjengineeringprojects.com.au



STRATA COMMITTEE MEETING

STRATA SCHEMES MANAGEMENT ACT 2015

Conduct of Meeting

The Strata Committee Meeting must be conducted in accordance with the provisions set out by Schedule 2 of the Act.

Notification of Meeting

Schedule 2, Clause 5 of the Act provides that for a non-large scheme this notice must be provided to each committee member and displayed on the notice board of the strata scheme at least 72 hours prior to the time of the meeting. Where the strata scheme does not have a notice board this notice must be sent to each owner at least 72 hours prior to the time of the meeting.

Schedule 2, Clause 4 of the Act provides that for a Large Scheme (those containing more than 100 lots) this notice must be given to each owner and committee member and must be displayed on the notice board of the strata scheme at least 72 hours prior to the time of the meeting.

Voting Rights – Schedule 2, Clause 9

1. Voting at meetings
A motion put to a meeting is to be decided according to a majority of the number of the votes cast for and against the motion by the members present (other than any tenant member) or in the manner set out in subclause (2). If there is only one member of the strata committee, the decision of the strata committee is the decision of that member.
2. Voting in writing
3. A motion proposed to be put to a meeting is taken to have been validly passed even if the meeting was not held if:
 4. (a) notice was given of the meeting in accordance with this Schedule, and
 5. (b) a copy of the motion was given to each member of the strata committee, and
 6. (c) the motion was approved in writing by a majority of the members of the committee (other than the tenant member).
7. Decisions to have no effect if opposed by more than specified owners
8. A decision of a strata committee has no force or effect if, before the decision is made, notice is given to the secretary of the owners corporation by one or more owners, the sum of whose unit entitlements exceeds one-third of the aggregate unit entitlement, that the making of the decision is opposed by those owners.
9. Voting rights cannot be exercised if contributions not paid
10. A member of the strata committee is not entitled to vote on any motion put to the meeting if the member was, or was nominated as a member by a member who was, an unfinancial owner of a lot in the strata scheme at the date notice of the meeting was given and the amounts owed by the unfinancial owner were not paid before the meeting.
11. Tenant member not entitled to vote
12. A tenant member of a strata committee is not entitled to vote on any motion put to be put to the meeting.

STRATA COMMITTEE MEETING

STRATA SCHEMES MANAGEMENT ACT 2015

Quorum – Schedule 2, Clause 12

1. Quorum required for motion

A motion submitted at a meeting of a strata committee must not be considered unless there is a quorum present to consider and vote on the motion.

2. When quorum exists

A quorum is present at a meeting only in the following circumstances:

- (a) in the case of a strata committee which has only one member, if the member is present,
- (b) in any other case, if not less than one-half of the persons entitled to vote on the motion are present.

3. A person who has voted, or intends to vote, on a motion or at an election at a meeting by a permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.

4. The quorum for meetings of a strata committee is to be calculated on the basis of the number of members last determined by the owners corporation for the committee.

Attendance by Owners

An owner or, if the owner of a lot is a corporation, any company nominee of that corporation is entitled to attend a meeting but is not entitled to address the meeting unless authorised to do so by resolution of the strata committee.

Distribution of Minutes

Within 7 days after a meeting of a strata committee or the passing of a resolution by the strata committee, the strata committee must provide copies of the minutes of the meeting or of the resolution in the following manner:

- (a) by giving each member of the strata committee a copy,
- (b) by giving each owner a copy, if the strata scheme is not a large strata scheme,
- (c) for a Large Scheme by giving an owner a copy, if the owner requests a copy within the period of 7 days.



www.netstrata.com.au

P: 1300 638 787

admin@netstrata.com.au

Emergency (after hours): 1300 663 760

Head Office

298 Railway Parade
Carlton NSW 2218

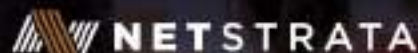
Wollongong Office

Suite 3.03, 3 Rawson St
Wollongong NSW 2500

Sydney CBD Sales Office

Level 26, 44 Market St
Sydney NSW 2000

MINUTES OF General Meeting



Strata Plan	102187 - 11 MITCHELL AVENUE, JANNALI
Meeting date	06/06/2023
Commenced	6:10 PM
Apologies	Nil
Pre Meeting Voting	Lot 25, Lot 27
In Attendance	Lot 1, Lot 2, Lot 5, Lot 6, Lot 8, Lot 11, Lot 13, Lot 14, Lot 17, Lot 22, Lot 26, Lot 30
Proxies	Lot 28 appointing the Chairperson
Corporate Authorisation	Nil
Guests	Nicole Kazzi of Netstrata
Quorum	The required Units of Entitlement were present, a quorum was formed
Chairperson	Nicole Kazzi

NETWORK STRATA SERVICES PTY LTD | A.C.N. 064 030 324 | All correspondence: PO Box 265, Hurstville BC NSW 1481

HEAD OFFICE
298 Railway Parade
Carlton NSW 2218

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W admin@netstrata.com.au

Liability limited by a scheme approved under Professional Standards Legislation

<p>MOTION 1. Confirm Previous Minutes</p>	<p>RESOLVED</p>	<p>that the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting.</p> <p>Vote: 11 Resolve, 4 Abstain, 0 Defeat</p>
<p>MOTION 2. Termination of Building Manager - BME Group</p>	<p>RESOLVED</p>	<p>that the Owners Coporation approved the termination of the Building Manager - BME Group due to raised concerns regarding lack of service performed under the Agreement noting that the initial contract term has expired and is on a month-to-month basis.</p> <p>Vote: 15 Resolve, 0 Abstain, 0 Defeat</p>
<p>MOTION 3. PART 11 - Building Bond Scheme</p>	<p>RESOLVED</p>	<p>that the Owners Corporation reviewed the PART 11 Building Bond Scheme timeline and provided instructions to the Strata Managing Agent to obtain a costs proposal from Bannermans Lawyers to seek recovery of the 2% building bond monies held in trust for consideration.</p> <p>Vote: 15 Resolve, 0 Abstain, 0 Defeat</p>

CLOSURE:

The meeting closed at

8:00 PM

Nicole Kazzi

Chairperson

PROPOSED DATE FOR NEXT MEETING:

TBD

HEAD OFFICE

298 Railway Parade
Carlton NSW 2218

SYDNEY CBD SALES OFFICE

Level 26, 44 Market St
Sydney NSW 2000

WOLLONGONG OFFICE

Suite 3.03, 3 Rawson Street
Wollongong NSW 2500

P 1300 638 787

E admin@netstrata.com.au
W admin@netstrata.com.au



NETSTRATA

EST 1996

Notice of

General Meeting

**THE OWNERS – STRATA PLAN 102187
AT 11 MITCHELL AVENUE, JANNALI**

DATE: Tuesday 6 June 2023

TIME: 6:00 PM

VENUE: VIRTUAL MEETING ROOM

Zoom: <https://zoom.us/j/6429008029>

Or Teleconference (02) 8015 6011

Please see the covering letter for further details
on how to join the meeting.

Nicole K. | Direct Line: 0405318525 | Email: nicole.kazzi@netstrata.com.au

UNDERSTANDING STRATA PROPERTY MAINTENANCE

One of the most confusing aspects of owning a lot within a Strata Scheme is understanding who is responsible for the maintenance of certain elements within the lot – an individual owner or Owners Corporation (Body Corporate)?

This debate has existed since strata schemes legislation was first incepted in 1961 and has been further confused by the way in which owners and Owners Corporations' interpret the maintenance obligations for their strata schemes.

This confusion is further exacerbated because not every strata plan is the same and some Owners Corporations may pass specific resolutions or By-Laws changing or absolving the Owners Corporations maintenance responsibilities.

Briefly; generally each owner is responsible for the maintenance, repair and replacement of all those components of the building that are housed within the external walls of their unit/villa or townhouse or service only their lot (within the lot envelope). Section 106 of the Strata Schemes Management Act 2015 places a mandatory duty on the Owners Corporation to repair and maintain all elements outside of this envelope (the common property) or shared services that may pass through the unit.

In the diagram below, those areas that are generally considered to be common property or the Owners Corporations responsibility to maintain are highlighted in **BLUE**. This applies to strata schemes registered after 1 July 1974.

In this example, all the internal walls and doors are highlighted in **ORANGE** representing lot property. Other typical elements of Lot property include kitchen and bathroom cabinets and accessories, carpets, paintwork and appliances.

For a detailed list of typical lot property and common property maintenance responsibilities go to www.netstrata.com.au

When assessing the maintenance responsibilities for your scheme it is important that a detailed examination of your strata plan and by-laws be undertaken to determine the specific responsibilities associated with your property. Owners should also be familiar with any warranties that may be applicable to apparatus and building structure at their property and the limitations and application of these warranties.

UNDERSTANDING STRATA PROPERTY MAINTENANCE

The cubic airspace of the lot also extends to the balcony or courtyards and is usually defined by a notation on the Strata Plan.

Any shared apparatus, such as pipes or conduits that pass through a lot are still the Owners Corporations responsibility to maintain, even though they are contained within the lot.

These areas are known as 'Structural Cubic Space'.



Lot space within a strata scheme is commonly defined as;

“the cubic airspace contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor”.

Once a pipe or conduit enters the lot, it becomes the ‘lot owners’ responsibility to maintain if it only services that lot. Common examples include, taps and drainage pipes under sinks & vanities.

MEETING AGENDA

Apologies.

Proxies & Powers of persons present.

Determination of Quorum and Validity of meeting.

The motions to be considered are as follows:

MOTION 1. Ordinary Resolution	Confirmation of Previous General Meeting Minutes That the minutes of the previous general meeting be confirmed as a true and accurate account of the proceedings of that meeting.
MOTION 2. Ordinary Resolution	Termination of Building Manager - BME Group That the Owners Corporation approve the termination of the Building Manager - BME Group.
MOTION 3. Ordinary Resolution	PART 11 - Building Bond Scheme That the Owners Corporation review the PART 11 Building Bond Scheme timeline and provide instructions to Bannermans Lawyers to seek recovery of the 2% building bond monies held in trust.

Dated this Tuesday, May 23, 2023

Netstrata

EXPLANATION OF AGENDA ITEMS

Motion 1. Confirmation of Previous General Meeting Minutes

The minutes of your last general meeting will need to be confirmed. A copy of the previous minutes were issued to you shortly after the last general meeting, if you have not received a copy of these minutes please contact our office or you may view a copy via your owner portal at www.netstrata.com.au. If you have forgotten your username and/or password please email admin@netstrata.com.au.

Motion 2. Termination of Building Manager - BME Group

The Owners Corporation have raised concerns regarding BME Group and the lack of service

performed under their service agreement. The initial Building Management contract term has expired and is continuing on a month-to-month basis.

Motion 3. PART 11 - Building Bond Scheme

The Owners Corporation may seek recovery of the building bond monies held in trust due to outstanding building defects. It is recommended that the Owners Corporation provide instructions to Bannermans Lawyers to seek recovery of the building bond monies.

WHAT'S COVERED BY STRATA BUILDING INSURANCE

WHAT IS BUILDING INSURANCE

Quite simply, Strata Building Insurance protects the Owners Corporation for damage sustained to the building as a result of an Accidental or Malicious act. Common examples are;

- Fire/Arson
- Storm/Tempest
- Lightning Strikes
- Vandalism
- Vehicular Impact
- Burglary & Theft
- Glass Breakage
- Burst Pipes
- Earthquakes

A common misapprehension is that Strata Building Insurance protects the Owners Corporation for the routine maintenance items or building defects such as the repair of leaking shower trays, settlement/movement cracks in walls & ceilings or concrete cancer, unfortunately this is not the case. The easiest comparison to think of is motor vehicle insurance. You can insure your vehicle against having an accident, however you cannot insure your vehicle for wearing out. This same principle applies to Strata Building Insurance.

HOW IS AN OWNER OF A LOT PROPERTY PROTECTED?

Every Owners Corporation has a mandatory duty to insure 'the building' against accidental or malicious damage – section 160 (1), Strata Schemes Management Act 2015 (the Act).

Lot space within a strata scheme is commonly defined as;

“the cubic air-space contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor”

Under this definition the lot owner is responsible for the repair, replacement and maintenance of all building components housed within the lot, such as;

- Internal walls
- Internal doors
- Toilets, baths & basins
- Shower screens
- Built-in wardrobes
- Kitchen sinks, cabinets and bench tops
- Appliances, such as wall and bench ovens, cook tops, range hoods, hot water heaters and bathroom & laundry exhaust fans

For example, a leaking tap washer in the kitchen or leak through a shower

WHAT'S COVERED BY STRATA BUILDING INSURANCE

screen is the lot owners' responsibility to maintain. However, by virtue of the term 'the building' being included in section 160 (1), many of the building components contained within the 'lot' are protected by the mandatory Building Insurance that is taken out by the Owners Corporation.

Simply speaking these items are the lot owners' responsibility for the purposes of repair, replacement and maintenance, however they are protected by the Strata Building Insurance if damaged via an insurable event.

ARE MY CONTENTS COVERED?

No, the contents and fittings contained within your lot ARE NOT protected by the Strata Building Insurance and are specifically excluded from the policy, items such as;

- Carpets and underlay
- Floating floorboards
- Wallpaper
- Curtains and blinds
- Light fittings
- Paint work on walls & ceilings
- Wall tiles located on internal walls
- Any furnishing or personal contents
- Electrical appliances that are not hardwired into the building e.g. clothes dryers, dishwashers or microwaves

Owner-occupiers may extend the cover on their contents insurance to include the items not covered by the strata building Insurance. Most major mainstream insurers in NSW are aware of the delineation between strata building insurance and contents insurance for a strata property and are happy to extend home contents insurance to include the items listed above.

Non-resident or investor owners may take out 'Landlords Insurance' for a sufficient sum to cover the fittings of their lot. However all owners should undertake their own inquiries with their insurer or insurance broker to ensure their contents are adequately protected by their contents policy

STATUTORY INFORMATION

QUORUM (CLAUSE 17, SCHEDULE 1)

1. A motion submitted at a meeting must not be considered, and an election must not be held at a meeting, unless there is a quorum present to consider and vote on the motion or on the election.
2. A quorum is present at a meeting only in the following circumstances:
 - (a) If not less than one-quarter of the persons entitled to vote on the motion or election are present either personally or by duly appointed proxy.
 - (b) If not less than one quarter of the aggregate unit entitlement of the strata scheme is represented by the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election.
 - (c) If there are 2 persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election, in a case where there is more than one owner in the strata scheme and the quorum otherwise calculated under this subclause would be less than 2 persons.
3. A person who has voted, or intends to vote, on a motion or at an election at a meeting by permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.
4. If no quorum is present within the next half-hour after the relevant motion or business arises for consideration at the meeting, the chairperson must:
 - (a) Adjourn the meeting for at least 7 days, or
 - (b) Declare that the persons present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.
5. If a quorum is not present within the next half-hour after the time fixed for the adjourned meeting, the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.

RESOLUTIONS

Ordinary Resolution

A motion put to a meeting of the Owners Corporation is decided according to the majority in number of votes cast for and against the motion with each person having one vote for each lot in respect of which the person is entitled to vote.

Special Resolution

If a motion put to a general meeting of the Owners Corporation requires a special resolution*, the passing of a special resolution requires that a vote to be taken by units of entitlement and that not more than one quarter of the units of entitlement represented at the meeting and entitled to vote, vote against the motion.

Unanimous Resolution

If a motion put to a general meeting of the Owners Corporation requires a unanimous resolution*, the passing of a unanimous resolution requires that no vote to be cast against the motion.

*Such motions are clearly indicated in the form of motion.

STATUTORY INFORMATION

VOTING RIGHTS (PART 4, SCHEDULE 1)

You, or where this notice is addressed to a corporation, your company nominee, may vote at the meeting:

1. Either in person at the meeting or by duly appointed *proxy whose instrument of appointment is given to the secretary of the Owners Corporation before the commencement of the meeting;
2. Except in the case of a motion requiring a unanimous resolution, only if all contributions levied and payable on the above lot(s), and any other monies recoverable under the above Act by the Owners Corporation from you at the date of this notice, have been duly paid before the commencement of the meeting; and
3. In the case of an owner of a lot subject to a first mortgage shown on the strata roll (a priority vote), only if the mortgagee fails or neglects to exercise the voting power conferred on him by schedule 2 part 2 of the above Act.
4. Where this notice is addressed to a corporation, the company nominee voting at the meeting must be the company nominee/s specified on the section 22 notice and strata roll for the Owners Corporation. The nominee must also provide the chairperson with a written authorisation of their entitlement to vote at the meeting.
5. A power of attorney may only cast a vote at the meeting via a duly completed Proxy Appointment Form signed by the owner/s of the lot they are representing.

PRE-MEETING ELECTRONIC VOTING

Owners Corporations may allow for 'Pre-Meeting Electronic Voting' which is a means of casting a vote electronically, up to 24 hours before the commencement of a meeting.

Our office has implemented an electronic voting mechanism which is accessible via the Netstrata weblink portal established for your Strata Scheme. Owners who cannot attend a meeting or prefer to vote electronically may logon to the portal (website - <https://portal.netstrata.com.au/>) and cast a vote for the motions being considered at the meeting. There are however the following limitations as imposed in the Strata Schemes Management Regulation 2016 (Regulation 14):

1. The pre-meeting vote may have no effect where a motion is amended at a meeting;
2. A motion that is to be determined wholly by pre-meeting electronic voting may not be amended at the meeting for which the pre-meeting electronic voting is conducted;
3. A motion that is to be determined partly by pre-meeting electronic voting must not be amended at the meeting for which the pre-meeting electronic voting is conducted if the effect of the amendment is to change the subject matter of the original motion;
4. A pre-meeting vote may not be counted for the purposes of a Strata Committee election.

GENERAL MEETING INFORMATION

OFFICE LOCATION & ACCESS

Our Meeting Rooms are located above 'Hardcore Gym', pedestrian entry from 298 Railway Parade, Carlton. Parking is available at the rear of our premises and Carlton railway station from Railway Parade. Lift Access for disabled or less mobile persons is available via our rear entry with prior notification to your strata manager. The facilities at our office enable the meetings for your scheme to be conducted in a comfortable and business like environment and avoid potential W.H. & S. issues and other liabilities for your scheme.

ABOUT THE AGENDA

A synopsis of the motions to be determined at this meeting as well as the statutory requirements relating to the conduct of a general meeting are detailed in the meeting notice. Whilst they are largely self-explanatory, we urge you to read them so you are fully aware of your rights and obligations surrounding the matters to be determined.

MEETING DURATION

The duration of the meeting will largely depend on the number of motions to be determined. A simple proxy meeting (i.e. one conducted via proxy/postal vote) may only take a few minutes, whereas an Annual General Meeting usually last around 1 hour.

WHERE TO FIND OUT MORE

Copies of 'Strata Living', an owner's guide produced by NSW Fair Trading is available from the NSW Fair Trading website www.fairtrading.nsw.gov.au. Strata Living is a useful guide outlining all your rights, obligations and responsibilities of owning in and the administration of Strata Properties in NSW.

You can also find out more regarding the operation of your scheme, strata legislation and other useful information by visiting our website www.netstrata.com.au.

QUESTIONS?

We encourage your questions and feedback surrounding all aspects of the administration of your strata property, however to save time at the meeting we'd ask that any questions you may have regarding the agenda or attachments be directed to your strata manager prior to the meeting.

VOTING & ATTENDANCE

If you are unable to attend the meeting you may signal your voting via the Proxy/Voting form enclosed with the meeting notice or vote online via your owner portal at www.netstrata.com.au. Please note however only committee members may vote at committee meetings.

GENERAL DISCUSSIONS

If time permits there will be a general discussion period at the conclusion of the meeting so owners have an opportunity to raise other matters not on the agenda, however any decisions made will be limited to the delegated authority of the manager.



www.netstrata.com.au

P: 1300 638 787

admin@netstrata.com.au

Emergency (after hours): 1300 663 760

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298 Railway Parade
Carlton NSW 2218

Wollongong Office

Suite 3.03, 3 Rawson St
Wollongong NSW 2500

Sydney CBD Sales Office

Level 26, 44 Market St
Sydney NSW 2000

30 November 2022

To All Owners
11 MITCHELL AVENUE, JANNALI

Dear Owners,

**RE: MINUTES OF ANNUAL GENERAL MEETING | STRATA PLAN NO. 102187 AT
11 MITCHELL AVENUE, JANNALI**

Attached are the minutes of the recent Annual General Meeting conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies. The payment options for your levies are detailed on the back of the levy payment notice. We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

1. DO YOU HAVE APPROPRIATE CONTENTS & LANDLORDS INSURANCE?

Although many of the elements within your lot are protected by the Strata Building Insurance, we recommend that all owners effect Contents Insurance to protect those elements of your lot that are not covered by Building Insurance.

C.H.U. Australia's leading Strata Insurance provider is now offering comprehensive Common Contents and Landlord Insurance for owners in Strata Schemes.

For a quote and simply go to our website www.netstrata.com.au and follow the prompts.

2. YOUR OWNER PORTAL

You can obtain all the pertinent information relating to your scheme via your Owner Portal at www.netstrata.com.au. From here you are able to access;

- The Minutes Book for your scheme
- The current Financial Records for your lot
- The Insurance Certificate & P.D.S. for the scheme
- Maintenance Reports
- The Financial Records for your scheme
- The By-laws for your scheme
- R.P. Data Sales and Area Profile reports
- Update your personal information

3. BY-LAWS

You will note from the minutes that several new By-laws may have been passed for your strata scheme. The details of each of these new By-laws are specified in the minutes of the meeting and it is important that you read these By-laws so you are fully aware of how they affect your lot. All other By-Laws that were registered with the strata scheme remain unchanged. Should you have any questions regarding the By-Laws please don't hesitate to contact our office.

4. INSTALLATION OF SECURITY DEVICES

The security of the strata scheme and individual apartments is of paramount importance for all owners and residents at the scheme.

NSW legislation permits all owners to undertake the installation of additional locking devices, security screens or other security devices to their windows, front doors, balcony doors and garage doors to further secure their individual apartments, villas or townhouses. However, please note, any additional locking devices must adhere to current fire safety regulations – a licensed locksmith will be able to advise such regulations.

To further assist we have developed an information guide - 'Securing your Strata Title or Community Title Property'. This guide has been prepared in conjunction with our office and the NSW Police and provides owners with several useful tips surrounding communal security. For a copy go to the news and information pages at our website www.netstrata.com.au

5. WANT TO FIND OUT MORE...?

To assist owners with the increasing complexity of strata scheme living, we offer a variety of newsletters explaining your rights and obligations of owning a strata property, including

- Building Security
- Maintenance Responsibilities
- Cleaning & Gardening Specifications
- Strata Building Insurance – How am I Covered?
- Strata Definitions
- Frequently Asked Questions

6. 24HR TRADE EMERGENCY SERVICES

Our office provides all owners with access to 24 hour Emergency Trade Services, simply call 1300 663 760 to access;

- Plumbing, Gas and Hot Water
- Glazing
- Automated Garage Doors and Security Gates
- Electrical
- Locksmiths
- Lift Breakdowns

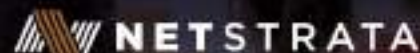
We hope this information about your strata scheme proves helpful and look forward to working with you and all owners for the common amenity of the property.

Should you have any questions or require further information regarding these or any other matters of your strata scheme please do not hesitate to contact our office.

Sincerely,
NETSTRATA
Arabella Zhang

Arabella Zhang | Direct Line: **02 8567 6415** | Email: arabella.zhang@netstrata.com.au

MINUTES OF Annual General Meeting



Strata Plan	102187 - 11 MITCHELL AVENUE, JANNALI
Meeting date	29/11/2022
Commenced	5:35 PM
Apologies	Nil
Pre Meeting Voting	Nil
In Attendance	Lot 1, Lot 11, Lot 13, Lot 14, Lot 2, Lot 22, Lot 24, Lot 26, Lot 29, Lot 30, Lot 31, Lot 4, Lot 5, Lot 6, Lot 9
Proxies	Lot 28 appointing the Chairperson
Corporate Authorisation	Nil
Guests	Nil
Quorum	The required Units of Entitlement were present, a quorum was formed
Chairperson	Arabella Zhang

NETWORK STRATA SERVICES PTY LTD | A.C.N. 064 030 324 | All correspondence: PO Box 265, Hurstville BC NSW 1481

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298 Railway Parade
Carlton NSW 2218

SYDNEY CBD SALES OFFICE
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Suite 3.03, 3 Rawson Street
Wollongong NSW 2500

P 1300 638 787
E admin@netstrata.com.au
W admin@netstrata.com.au

Liability limited by a scheme approved under Professional Standards Legislation

<p>MOTION 1. Confirm Previous Minutes</p>	<p>RESOLVED</p>	<p>that the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting.</p> <p>Vote: 14 Resolve, 2 Abstain, 0 Defeat</p>
<p>MOTION 2. Confirm Financials</p>	<p>RESOLVED</p>	<p>that the Financial Statements as presented were adopted.</p> <p>Vote: 14 Resolve, 2 Abstain, 0 Defeat</p>
<p>MOTION 3. Appoint an Auditor</p>	<p>RESOLVED</p>	<p>that an auditor will be appointed for the coming year.</p> <p>Vote: 14 Resolve, 2 Abstain, 0 Defeat</p>
<p>MOTION 4. To confirm the A.F.S.S.</p>	<p>RESOLVED</p>	<p>that the owners considered the Annual Fire Safety Statement and that the Strata Managing Agent shall continue to co-ordinate the inspection process and necessary administrative processes to obtain the statement for the coming year.</p> <p>It was further resolved that the current fire safety contractor, Winfire Pty Ltd was considered competent by the Owners Corporation in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulations 2017 and that a child window safety device inspection will also be conducted by Winfire Pty Ltd, to occur during the inspection of the fire safety apparatus at the strata scheme.</p> <p>Vote: 14 Resolve, 2 Abstain, 0 Defeat</p>

<p>MOTION 5. Consider Building Defects</p>	<p>RESOLVED</p>	<p>that the Owners Corporation discussed the statutory warranty periods which apply to the strata scheme noting that the Occupancy Certificate was issued approximately on 11/11/2020, decided that the scheme will continue to engage Bannermans Lawyers as per the approved fee proposal dated 15/08/2022 to be the legal representative of the Owners Corporation in the defect matter. The Owners Corporation further resolved that the Strata Manager and Building Manager shall forward Bannermans Lawyers' advice in relation to the conduct and settlement of the building defect claims to the Strata Committee for their further review and instructions.</p> <p>With respect to the warranty expiry periods, the following dates apply:</p> <p>Minor Defect Warranty Period Expiry Date - Approximately 11/11/2022 (Expired)</p> <p>Major Defect Warranty Period Expiry Date - Approximately 11/11/2026</p> <p>Vote: 14 Resolve, 2 Abstain, 0 Defeat</p>
<p>MOTION 6. Confirm Insurances</p>	<p>RESOLVED</p>	<p>that the Owners Corporation's insurances as presented were confirmed.</p> <p>Vote: 15 Resolve, 1 Abstain, 0 Defeat</p>
<p>MOTION 7. Approve Maintenance</p>	<p>RESOLVED</p>	<p>that the Owners Corporation authorised Netstrata to proceed with the schedule of programmed maintenance as included in the Annual General Meeting (AGM) notice.</p> <p>Vote: 15 Resolve, 1 Abstain, 0 Defeat</p> <p>Notes: It was noted at the meeting the Building Manager provided a proposed preventative maintenance schedule for the Strata Committee's discussion and amendment at the first Strata Committee Meeting which will be held straight after the 2022 AGM. A finalised copy will be included in the minutes of this Strata Committee Meeting.</p>

<p>MOTION 8. Obtain Safety Inspection</p>	<p>DEFEATED</p>	<p>The Owners Corporation will not engage suitably qualified experts to undertake a safety inspection of the common areas at this time.</p> <p>Vote: 0 Resolve, 1 Abstain, 15 Defeat</p> <p>Notes: The Strata Manager advised that the owners shall report any suspected safety concerns to the Building Manager and Strata Manager for further rectifications.</p>
<p>MOTION 9. Pass Keeping of Animals By-Law</p>	<p>DEFEATED BY SPECIAL RESOLUTION</p>	<p>More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass the amended 'Keeping of Animals' By-Law at this time.</p> <p>Vote: 100 % against</p>
<p>MOTION 10. Adopt Capital Works Plan</p>	<p>DEFEATED</p>	<p>The Owners Corporation WILL NOT adopt the recommendation of the Capital Works fund plan at this time.</p> <p>Vote: 0 Resolve, 1 Abstain, 15 Defeat</p> <p>Notes: The Strata Manager recommended the Owners Corporation adopt the recommendation of the Capital Works fund plan. The owners present at the meeting discussed and decided to not adopt the recommendation this year as some owners are facing financial stress due to the special levies raised in the current financial year. The Owners Corporation will review the plan at the 2023 AGM to consider the adoption of the recommendation then. The owners present at the meeting noted that should any capital expenditure or major work is required to be undertaken and the scheme does not have sufficient capital works fund to pay for the required work, a special levy will need to be raised to pay for the required work.</p>
<p>MOTION 11. Confirm the Annual Budget</p>	<p>RESOLVED</p>	<p>that the proposed budget as amended be accepted as Administration fund \$168,833.01 (GST Inclusive) and Capital Works fund \$15,400.00 (GST Inclusive) for the year commencing 01/11/2022 and that the first contributions become due and payable for both the Administrative and Capital Works fund in quarterly instalments on 31/01/23, 01/04/23, 01/07/23 & 01/10/23.</p> <p>Vote: 15 Resolve, 1 Abstain, 0 Defeat</p>

<p>MOTION 12. To Suspend Levy Interest</p>	<p>DEFEATED</p>	<p>The Owners Corporation decided NOT to temporarily suspend levy interest at this time. Levy interest will continue to be charged at 10% per annum, pursuant to Section 85 of the Strata Schemes Management Act 2015.</p> <p>Vote: 0 Resolve, 1 Abstain, 15 Defeat</p>
<p>MOTION 13. Allow Payment Plans</p>	<p>RESOLVED</p>	<p>that the Owners Corporation shall accept payment plans as per the provisions of the Strata Schemes Management Act 2015 and further resolved that payment plan administration costs shall be borne by the lot owners who submitted the payment plans, not the Owners Corporation.</p> <p>Vote: 15 Resolve, 1 Abstain, 0 Defeat</p>
<p>MOTION 14. Allow Committee Vote</p>	<p>RESOLVED</p>	<p>that the number of members be set at 8 and that the following persons be elected to the Strata Committee from the date of this meeting until the next annual general meeting:</p> <ol style="list-style-type: none"> 1. Benjamin Shelton for Lot 2 2. Jake Manning for Lot 5 3. Peter Paratore for Lot 6 4. Sonya Tomic for Lot 22 5. Michael Shea for Lot 24 6. Lynn Baker for Lot 26 7. Colin Kegg for Lot 30 8. Joel Hooper for Lot 31 <p>Vote: 16 Resolve, 0 Abstain, 0 Defeat</p>
<p>MOTION 15. Restrict Committee</p>	<p>RESOLVED</p>	<p>that at this stage there be no changes to the matters that should only be determined by the Owners Corporation in general meeting.</p> <p>Vote: 15 Resolve, 1 Abstain, 0 Defeat</p>

<p>MOTION 16. Approve Netstrata to Submit Strata Hub Information Annually</p>	<p>RESOLVED</p>	<p>that the Owners Corporation authorised Netstrata to submit the required information onto the NSW Government portal (Strata Hub) to comply with the Strata Schemes Management Amendment (Information Regulation 2021), and shall provide the strata manager's contact details as the representative for the Strata Committee, Office Bearers and emergency contact for the scheme.</p> <p>Vote: 15 Resolve, 1 Abstain, 0 Defeat</p>
<p>MOTION 17. Confirm Manager Report</p>	<p>RESOLVED</p>	<p>that the Owners Corporation reviewed and confirmed the Strata Managers report into Training Services and 3rd Party Commissions in accordance with Sections 55 & 60 of the Strata Schemes Management Act 2015.</p> <p>Vote: 15 Resolve, 1 Abstain, 0 Defeat</p>

CLOSURE:

The meeting closed at

7:35 PM

Arabella Zhang

Chairperson

PROPOSED DATE FOR NEXT MEETING:

November 2023

GENERAL DISCUSSION:

During the course of the meeting, the following matters were raised:

1. **Additional Hours for Building Manager (BM):** The owners present at the meeting discussed this matter and decided to not approve BME Group's proposal for the additional hours for defect management services at this stage, and will consider the proposal in the future should these additional services be required.
2. **Building Manager's Monthly Report:** The owners present at the meeting requested BME Group to upload Building Manager's monthly report to BuildingLink for owners' records.
3. **Defect Experts' Reports:** The Strata Manager and Building Manager advised the owners present at the meeting that the defect inspections are being scheduled, and they will update the owners once the reports are finalised. The experts advised that they are aiming to finalise the reports by early January 2023 and the reports will be forwarded to Bannermans Lawyers for their further advice.
4. **Project Intervene:** The Strata Manager advised the owners that NSW Government initiated Project Intervene in

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Wollongong NSW 2500

P 1300 638 787
E admin@netstrata.com.au
W admin@netstrata.com.au

November 2022 to assist the strata schemes in NSW in resolving defects with the builder and/or the developer who are still solvent. The Strata Committee will discuss and provide their further instructions on this matter at the first Strata Committee Meeting on 29/11/2022 after the 2022 AGM. Owners are welcome to attend the meeting as guests.

HEAD OFFICE

298 Railway Parade
Carlton NSW 2218

SYDNEY CBD SALES OFFICE

Level 26, 44 Market St
Sydney NSW 2000

WOLLONGONG OFFICE

Suite 3.03, 3 Rawson Street
Wollongong NSW 2500

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Strata Plan 102187
11 MITCHELL AVENUE JANNALI
Administrative Fund

	Accepted Budget	Actual	Accepted Budget	Variance
	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22	01/11/21 - 31/10/22
Income				
Debt Collection Recoveries				
Debt Collection Recoveries-Reversal	\$0.00	(\$31.82)	\$0.00	\$31.82
Debt Collection Recoveries	\$0.00	\$190.92	\$0.00	(\$190.92)
Insurance Claim Income				
Insurance Claim Income	\$0.00	\$9,370.00	\$0.00	(\$9,370.00)
Levy Income				
Contributions - General	\$153,873.65	\$125,943.88	\$126,000.00	\$56.12
Total Income	\$153,873.65	\$135,472.98	\$126,000.00	
Expenses				
Accounting, Taxation & Banking				
Bank Fees	\$80.00	\$47.80	\$80.00	\$32.20
DEFT Process Fees	\$90.00	\$83.73	\$80.00	(\$3.73)
BAS & Tax Administration	\$1,700.00	\$1,697.40	\$1,500.00	(\$197.40)
Audit Report	\$800.00	\$0.00	\$300.00	\$300.00
Air Conditioning				
Mechanical Ventilation	\$2,600.00	\$1,920.00	\$1,000.00	(\$920.00)
Air Conditioning Maintenance	\$1,500.00	\$0.00	\$0.00	\$0.00
Building General				
General Maintenance	\$4,000.00	\$3,726.82	\$4,000.00	\$273.18
Garage Security Gate / Shutter	\$750.00	\$651.00	\$750.00	\$99.00
Locks & Doors	\$550.00	\$505.91	\$200.00	(\$305.91)
Cleaning				
Cleaning - General	\$17,000.00	\$17,160.00	\$19,840.00	\$2,680.00
Electrical				
Electrical Repairs	\$1,000.00	\$886.00	\$200.00	(\$686.00)
Electrical Safety Inspection (RCD)	\$0.00	\$350.00	\$0.00	(\$350.00)
Electricity				
Electricity Consumption	\$13,000.00	\$11,866.90	\$10,500.00	(\$1,366.90)
Fire Control				
Fire Services	\$12,500.00	\$12,184.93	\$8,500.00	(\$3,684.93)
Garden & Grounds				
Gardening	\$9,500.00	\$7,574.19	\$4,000.00	(\$3,574.19)
Irrigation System	\$500.00	\$0.00	\$0.00	\$0.00
Gas				
Gas Consumption	\$0.00	\$0.00	\$1,000.00	\$1,000.00
Insurance				
Insurance Claims	\$0.00	\$9,870.00	\$0.00	(\$9,870.00)
Insurance Valuation Report	\$280.00	\$270.00	\$500.00	\$230.00
Insurance Premium	\$29,000.00	\$0.00	\$27,500.00	\$27,500.00
Legal & Professional Services				
Legal Fees	\$0.00	\$0.00	\$500.00	\$500.00

**Strata Plan 102187
11 MITCHELL AVENUE JANNALI**
Administrative Fund

	Accepted Budget	Actual	Accepted Budget	Variance
	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22	01/11/21 - 31/10/22
Lift Repairs				
Lift Maintenance	\$7,000.00	\$6,752.79	\$6,500.00	(\$252.79)
Pest Control				
Pest Control - General	\$3,000.00	\$7,300.00	\$0.00	(\$7,300.00)
Plumbing				
Plumbing - General	\$2,000.00	\$5,890.00	\$0.00	(\$5,890.00)
Detention Pit & Pump Maintenance	\$6,500.00	\$6,370.00	\$6,000.00	(\$370.00)
Resident Manager / Caretaker				
Building Manager/Caretaker	\$17,700.00	\$16,656.00	\$16,000.00	(\$656.00)
Security & Intercom				
Swipe Cards / Fobs Purchase	\$300.00	\$166.36	\$0.00	(\$166.36)
Intercom Repairs / Replacement	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00
Strata/Building Administration				
Debt Collection Fees	\$0.00	\$159.10	\$0.00	(\$159.10)
Inspection Fees	\$160.00	\$149.09	\$0.00	(\$149.09)
Land Titles & By-Law Registration	\$0.00	\$2,002.34	\$2,250.00	\$247.66
Management Services	\$8,450.00	\$8,042.53	\$8,140.00	\$97.47
Owner Refund	\$1,000.00	\$1,017.80	\$0.00	(\$1,017.80)
Printing, Postage & Stationery	\$1,500.00	\$1,970.13	\$1,500.00	(\$470.13)
Strata Administration	\$3,200.00	\$2,478.64	\$2,000.00	(\$478.64)
Legislative Compliance	\$1,000.00	\$979.78	\$0.00	(\$979.78)
Building Defect Claim Administration	\$2,363.65	\$0.00	\$0.00	\$0.00
Telephone				
Lift Phone & Phone Charges	\$650.00	\$597.90	\$960.00	\$362.10
Water				
Water Consumption	\$3,200.00	\$5,215.14	\$1,200.00	(\$4,015.14)
Total Expenses	\$153,873.65	\$134,542.28	\$126,000.00	
GST	\$14,959.36		\$12,472.00	
Surplus / Deficit	\$0.00	\$930.70	\$0.00	

**Strata Plan 102187
11 MITCHELL AVENUE JANNALI**
Capital Works Fund

	Accepted Budget	Actual	Accepted Budget	Variance
	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22	01/11/21 - 31/10/22
Income				
Levy Income				
Contributions - General	\$0.00	\$12,000.00	\$12,000.00	\$0.00
Contributions - Capital Works Fund	\$14,000.00	\$0.00	\$0.00	\$0.00
Total Income	\$14,000.00	\$12,000.00	\$12,000.00	
Expenses				
Building General				
Building Repairs	\$0.00	\$2,890.00	\$0.00	(\$2,890.00)
Capital Works Fund Maintenance	\$14,000.00	\$0.00	\$12,000.00	\$12,000.00
Legal & Professional Services				
Legal Fees	\$0.00	\$4,020.65	\$0.00	(\$4,020.65)
Total Expenses	\$14,000.00	\$6,910.65	\$12,000.00	
GST	\$1,400.00		\$1,200.00	
Surplus / Deficit	\$0.00	\$5,089.35	\$0.00	

Strata Plan 102187
11 MITCHELL AVENUE JANNALI
SL-Eagle Fire&Safety Fund

	Accepted	Actual	Budget	Variance
	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22	01/11/21 - 31/10/22
Income				
Special Levy				
Special Levy Income	\$32,100.00	\$0.00	\$0.00	\$0.00
Total Income	\$32,100.00	\$0.00	\$0.00	
Expenses				
Legal & Professional Services				
Building Warranty	\$32,100.00	\$0.00	\$0.00	\$0.00
Total Expenses	\$32,100.00	\$0.00	\$0.00	
GST	\$3,210.00		\$0.00	
Surplus / Deficit	\$0.00	\$0.00	\$0.00	

Strata Plan 102187
11 MITCHELL AVENUE JANNALI
SL-Endeavour Engineering Fund

	Accepted	Actual	Budget	Variance
	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22	01/11/21 - 31/10/22
Income				
Special Levy				
Special Levy Income	\$20,000.00	\$0.00	\$0.00	\$0.00
Total Income	\$20,000.00	\$0.00	\$0.00	
Expenses				
Legal & Professional Services				
Building Warranty	\$20,000.00	\$0.00	\$0.00	\$0.00
Total Expenses	\$20,000.00	\$0.00	\$0.00	
GST	\$2,000.00		\$0.00	
Surplus / Deficit	\$0.00	\$0.00	\$0.00	

Strata Plan 102187
11 MITCHELL AVENUE JANNALI
SL-Legal-Preliminary Fund

	Accepted	Actual	Budget	Variance
	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22	01/11/21 - 31/10/22
Income				
Special Levy				
Special Levy Income	\$1,100.00	\$0.00	\$0.00	\$0.00
Total Income	\$1,100.00	\$0.00	\$0.00	
Expenses				
Legal & Professional Services				
Legal Fees	\$1,100.00	\$0.00	\$0.00	\$0.00
Total Expenses	\$1,100.00	\$0.00	\$0.00	
GST	\$110.00		\$0.00	
Surplus / Deficit	\$0.00	\$0.00	\$0.00	

Strata Plan 102187
11 MITCHELL AVENUE JANNALI
SL-Legal-Stage1&2 Fund

	Accepted	Actual	Budget	Variance
	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22	01/11/21 - 31/10/22
Income				
Special Levy				
Special Levy Income	\$12,000.00	\$0.00	\$0.00	\$0.00
Total Income	\$12,000.00	\$0.00	\$0.00	
Expenses				
Legal & Professional Services				
Legal Fees	\$12,000.00	\$0.00	\$0.00	\$0.00
Total Expenses	\$12,000.00	\$0.00	\$0.00	
GST	\$1,200.00		\$0.00	
Surplus / Deficit	\$0.00	\$0.00	\$0.00	

Strata Plan 102187
11 MITCHELL AVENUE JANNALI
SL-Legal-Stage3 Fund

	Accepted	Actual	Budget	Variance
	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22	01/11/21 - 31/10/22
Income				
Special Levy				
Special Levy Income	\$35,830.00	\$0.00	\$0.00	\$0.00
Total Income	\$35,830.00	\$0.00	\$0.00	
Expenses				
Legal & Professional Services				
Legal Fees	\$35,830.00	\$0.00	\$0.00	\$0.00
Total Expenses	\$35,830.00	\$0.00	\$0.00	
GST	\$3,583.00		\$0.00	
Surplus / Deficit	\$0.00	\$0.00	\$0.00	

**Strata Plan 102187
11 MITCHELL AVENUE JANNALI**

Lot	Unit	UoE	Fund	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Total
1	G01	25	Administrative	31/01/23	\$1,055.20	01/04/23	\$1,055.20	01/07/23	\$1,055.20	01/10/23	\$1,055.20	\$4,220.80
			Capital Works	31/01/23	\$96.25	01/04/23	\$96.25	01/07/23	\$96.25	01/10/23	\$96.25	\$385.00
			SL-Eagle Fire&Safety	30/11/22	\$882.75		\$0.00		\$0.00		\$0.00	\$882.75
			SL-Endeavour Engineering	30/11/22	\$550.00		\$0.00		\$0.00		\$0.00	\$550.00
			SL-Legal-Stage3	18/11/22	\$985.35		\$0.00		\$0.00		\$0.00	\$985.35
			SL-Legal-Stage1&2	18/11/22	\$330.00		\$0.00		\$0.00		\$0.00	\$330.00
			SL-Legal-Preliminary	18/11/22	\$30.25		\$0.00		\$0.00		\$0.00	\$30.25
			Total Due		\$3,929.80		\$1,151.45		\$1,151.45		\$1,151.45	
2	G02	32	Administrative	31/01/23	\$1,350.65	01/04/23	\$1,350.65	01/07/23	\$1,350.65	01/10/23	\$1,350.65	\$5,402.60
			Capital Works	31/01/23	\$123.20	01/04/23	\$123.20	01/07/23	\$123.20	01/10/23	\$123.20	\$492.80
			SL-Eagle Fire&Safety	30/11/22	\$1,129.90		\$0.00		\$0.00		\$0.00	\$1,129.90
			SL-Endeavour Engineering	30/11/22	\$704.00		\$0.00		\$0.00		\$0.00	\$704.00
			SL-Legal-Stage3	18/11/22	\$1,261.20		\$0.00		\$0.00		\$0.00	\$1,261.20
			SL-Legal-Stage1&2	18/11/22	\$422.40		\$0.00		\$0.00		\$0.00	\$422.40
			SL-Legal-Preliminary	18/11/22	\$38.70		\$0.00		\$0.00		\$0.00	\$38.70
			Total Due		\$5,030.05		\$1,473.85		\$1,473.85		\$1,473.85	
3	G03	31	Administrative	31/01/23	\$1,308.45	01/04/23	\$1,308.45	01/07/23	\$1,308.45	01/10/23	\$1,308.45	\$5,233.80
			Capital Works	31/01/23	\$119.35	01/04/23	\$119.35	01/07/23	\$119.35	01/10/23	\$119.35	\$477.40
			SL-Eagle Fire&Safety	30/11/22	\$1,094.60		\$0.00		\$0.00		\$0.00	\$1,094.60
			SL-Endeavour Engineering	30/11/22	\$682.00		\$0.00		\$0.00		\$0.00	\$682.00
			SL-Legal-Stage3	18/11/22	\$1,221.80		\$0.00		\$0.00		\$0.00	\$1,221.80
			SL-Legal-Stage1&2	18/11/22	\$409.20		\$0.00		\$0.00		\$0.00	\$409.20
			SL-Legal-Preliminary	18/11/22	\$37.50		\$0.00		\$0.00		\$0.00	\$37.50
			Total Due		\$4,872.90		\$1,427.80		\$1,427.80		\$1,427.80	

Strata Plan 102187
11 MITCHELL AVENUE JANNALI

Lot	Unit	UoE	Fund	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Total
4	G04	32	Administrative	31/01/23	\$1,350.65	01/04/23	\$1,350.65	01/07/23	\$1,350.65	01/10/23	\$1,350.65	\$5,402.60
			Capital Works	31/01/23	\$123.20	01/04/23	\$123.20	01/07/23	\$123.20	01/10/23	\$123.20	\$492.80
			SL-Eagle Fire&Safety	30/11/22	\$1,129.90		\$0.00		\$0.00		\$0.00	\$1,129.90
			SL-Endeavour Engineering	30/11/22	\$704.00		\$0.00		\$0.00		\$0.00	\$704.00
			SL-Legal-Stage3	18/11/22	\$1,261.20		\$0.00		\$0.00		\$0.00	\$1,261.20
			SL-Legal-Stage1&2	18/11/22	\$422.40		\$0.00		\$0.00		\$0.00	\$422.40
			SL-Legal-Preliminary	18/11/22	\$38.70		\$0.00		\$0.00		\$0.00	\$38.70
			Total Due		\$5,030.05		\$1,473.85		\$1,473.85		\$1,473.85	
5	G05	31	Administrative	31/01/23	\$1,308.45	01/04/23	\$1,308.45	01/07/23	\$1,308.45	01/10/23	\$1,308.45	\$5,233.80
			Capital Works	31/01/23	\$119.35	01/04/23	\$119.35	01/07/23	\$119.35	01/10/23	\$119.35	\$477.40
			SL-Eagle Fire&Safety	30/11/22	\$1,094.60		\$0.00		\$0.00		\$0.00	\$1,094.60
			SL-Endeavour Engineering	30/11/22	\$682.00		\$0.00		\$0.00		\$0.00	\$682.00
			SL-Legal-Stage3	18/11/22	\$1,221.80		\$0.00		\$0.00		\$0.00	\$1,221.80
			SL-Legal-Stage1&2	18/11/22	\$409.20		\$0.00		\$0.00		\$0.00	\$409.20
			SL-Legal-Preliminary	18/11/22	\$37.50		\$0.00		\$0.00		\$0.00	\$37.50
			Total Due		\$4,872.90		\$1,427.80		\$1,427.80		\$1,427.80	
6	G06	42	Administrative	31/01/23	\$1,772.75	01/04/23	\$1,772.75	01/07/23	\$1,772.75	01/10/23	\$1,772.75	\$7,091.00
			Capital Works	31/01/23	\$161.70	01/04/23	\$161.70	01/07/23	\$161.70	01/10/23	\$161.70	\$646.80
			SL-Eagle Fire&Safety	30/11/22	\$1,483.00		\$0.00		\$0.00		\$0.00	\$1,483.00
			SL-Endeavour Engineering	30/11/22	\$924.00		\$0.00		\$0.00		\$0.00	\$924.00
			SL-Legal-Stage3	18/11/22	\$1,655.35		\$0.00		\$0.00		\$0.00	\$1,655.35
			SL-Legal-Stage1&2	18/11/22	\$554.40		\$0.00		\$0.00		\$0.00	\$554.40
			SL-Legal-Preliminary	18/11/22	\$50.80		\$0.00		\$0.00		\$0.00	\$50.80
			Total Due		\$6,602.00		\$1,934.45		\$1,934.45		\$1,934.45	

**Strata Plan 102187
11 MITCHELL AVENUE JANNALI**

Lot	Unit	UoE	Fund	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Total
7	G07	24	Administrative	31/01/23	\$1,013.00	01/04/23	\$1,013.00	01/07/23	\$1,013.00	01/10/23	\$1,013.00	\$4,052.00
			Capital Works	31/01/23	\$92.40	01/04/23	\$92.40	01/07/23	\$92.40	01/10/23	\$92.40	\$369.60
			SL-Eagle Fire&Safety	30/11/22	\$847.45		\$0.00		\$0.00		\$0.00	\$847.45
			SL-Endeavour Engineering	30/11/22	\$528.00		\$0.00		\$0.00		\$0.00	\$528.00
			SL-Legal-Stage3	18/11/22	\$945.90		\$0.00		\$0.00		\$0.00	\$945.90
			SL-Legal-Stage1&2	18/11/22	\$316.80		\$0.00		\$0.00		\$0.00	\$316.80
			SL-Legal-Preliminary	18/11/22	\$29.05		\$0.00		\$0.00		\$0.00	\$29.05
			Total Due		\$3,772.60		\$1,105.40		\$1,105.40		\$1,105.40	
8	101	31	Administrative	31/01/23	\$1,308.45	01/04/23	\$1,308.45	01/07/23	\$1,308.45	01/10/23	\$1,308.45	\$5,233.80
			Capital Works	31/01/23	\$119.35	01/04/23	\$119.35	01/07/23	\$119.35	01/10/23	\$119.35	\$477.40
			SL-Eagle Fire&Safety	30/11/22	\$1,094.60		\$0.00		\$0.00		\$0.00	\$1,094.60
			SL-Endeavour Engineering	30/11/22	\$682.00		\$0.00		\$0.00		\$0.00	\$682.00
			SL-Legal-Stage3	18/11/22	\$1,221.80		\$0.00		\$0.00		\$0.00	\$1,221.80
			SL-Legal-Stage1&2	18/11/22	\$409.20		\$0.00		\$0.00		\$0.00	\$409.20
			SL-Legal-Preliminary	18/11/22	\$37.50		\$0.00		\$0.00		\$0.00	\$37.50
			Total Due		\$4,872.90		\$1,427.80		\$1,427.80		\$1,427.80	
9	102	32	Administrative	31/01/23	\$1,350.65	01/04/23	\$1,350.65	01/07/23	\$1,350.65	01/10/23	\$1,350.65	\$5,402.60
			Capital Works	31/01/23	\$123.20	01/04/23	\$123.20	01/07/23	\$123.20	01/10/23	\$123.20	\$492.80
			SL-Eagle Fire&Safety	30/11/22	\$1,129.90		\$0.00		\$0.00		\$0.00	\$1,129.90
			SL-Endeavour Engineering	30/11/22	\$704.00		\$0.00		\$0.00		\$0.00	\$704.00
			SL-Legal-Stage3	18/11/22	\$1,261.20		\$0.00		\$0.00		\$0.00	\$1,261.20
			SL-Legal-Stage1&2	18/11/22	\$422.40		\$0.00		\$0.00		\$0.00	\$422.40
			SL-Legal-Preliminary	18/11/22	\$38.70		\$0.00		\$0.00		\$0.00	\$38.70
			Total Due		\$5,030.05		\$1,473.85		\$1,473.85		\$1,473.85	

**Strata Plan 102187
11 MITCHELL AVENUE JANNALI**

Lot	Unit	UoE	Fund	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Total
10	103	30	Administrative	31/01/23	\$1,266.25	01/04/23	\$1,266.25	01/07/23	\$1,266.25	01/10/23	\$1,266.25	\$5,065.00
			Capital Works	31/01/23	\$115.50	01/04/23	\$115.50	01/07/23	\$115.50	01/10/23	\$115.50	\$462.00
			SL-Eagle Fire&Safety	30/11/22	\$1,059.30		\$0.00		\$0.00		\$0.00	\$1,059.30
			SL-Endeavour Engineering	30/11/22	\$660.00		\$0.00		\$0.00		\$0.00	\$660.00
			SL-Legal-Stage3	18/11/22	\$1,182.40		\$0.00		\$0.00		\$0.00	\$1,182.40
			SL-Legal-Stage1&2	18/11/22	\$396.00		\$0.00		\$0.00		\$0.00	\$396.00
			SL-Legal-Preliminary	18/11/22	\$36.30		\$0.00		\$0.00		\$0.00	\$36.30
			Total Due		\$4,715.75		\$1,381.75		\$1,381.75		\$1,381.75	
11	104	30	Administrative	31/01/23	\$1,266.25	01/04/23	\$1,266.25	01/07/23	\$1,266.25	01/10/23	\$1,266.25	\$5,065.00
			Capital Works	31/01/23	\$115.50	01/04/23	\$115.50	01/07/23	\$115.50	01/10/23	\$115.50	\$462.00
			SL-Eagle Fire&Safety	30/11/22	\$1,059.30		\$0.00		\$0.00		\$0.00	\$1,059.30
			SL-Endeavour Engineering	30/11/22	\$660.00		\$0.00		\$0.00		\$0.00	\$660.00
			SL-Legal-Stage3	18/11/22	\$1,182.40		\$0.00		\$0.00		\$0.00	\$1,182.40
			SL-Legal-Stage1&2	18/11/22	\$396.00		\$0.00		\$0.00		\$0.00	\$396.00
			SL-Legal-Preliminary	18/11/22	\$36.30		\$0.00		\$0.00		\$0.00	\$36.30
			Total Due		\$4,715.75		\$1,381.75		\$1,381.75		\$1,381.75	
12	105	30	Administrative	31/01/23	\$1,266.25	01/04/23	\$1,266.25	01/07/23	\$1,266.25	01/10/23	\$1,266.25	\$5,065.00
			Capital Works	31/01/23	\$115.50	01/04/23	\$115.50	01/07/23	\$115.50	01/10/23	\$115.50	\$462.00
			SL-Eagle Fire&Safety	30/11/22	\$1,059.30		\$0.00		\$0.00		\$0.00	\$1,059.30
			SL-Endeavour Engineering	30/11/22	\$660.00		\$0.00		\$0.00		\$0.00	\$660.00
			SL-Legal-Stage3	18/11/22	\$1,182.40		\$0.00		\$0.00		\$0.00	\$1,182.40
			SL-Legal-Stage1&2	18/11/22	\$396.00		\$0.00		\$0.00		\$0.00	\$396.00
			SL-Legal-Preliminary	18/11/22	\$36.30		\$0.00		\$0.00		\$0.00	\$36.30
			Total Due		\$4,715.75		\$1,381.75		\$1,381.75		\$1,381.75	

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11 MITCHELL AVENUE JANNALI**

Lot	Unit	UoE	Fund	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Total
13	106	41	Administrative	31/01/23	\$1,730.55	01/04/23	\$1,730.55	01/07/23	\$1,730.55	01/10/23	\$1,730.55	\$6,922.20
			Capital Works	31/01/23	\$157.85	01/04/23	\$157.85	01/07/23	\$157.85	01/10/23	\$157.85	\$631.40
			SL-Eagle Fire&Safety	30/11/22	\$1,447.70		\$0.00		\$0.00		\$0.00	\$1,447.70
			SL-Endeavour Engineering	30/11/22	\$902.00		\$0.00		\$0.00		\$0.00	\$902.00
			SL-Legal-Stage3	18/11/22	\$1,615.95		\$0.00		\$0.00		\$0.00	\$1,615.95
			SL-Legal-Stage1&2	18/11/22	\$541.20		\$0.00		\$0.00		\$0.00	\$541.20
			SL-Legal-Preliminary	18/11/22	\$49.60		\$0.00		\$0.00		\$0.00	\$49.60
			Total Due		\$6,444.85		\$1,888.40		\$1,888.40		\$1,888.40	
14	107	24	Administrative	31/01/23	\$1,013.00	01/04/23	\$1,013.00	01/07/23	\$1,013.00	01/10/23	\$1,013.00	\$4,052.00
			Capital Works	31/01/23	\$92.40	01/04/23	\$92.40	01/07/23	\$92.40	01/10/23	\$92.40	\$369.60
			SL-Eagle Fire&Safety	30/11/22	\$847.45		\$0.00		\$0.00		\$0.00	\$847.45
			SL-Endeavour Engineering	30/11/22	\$528.00		\$0.00		\$0.00		\$0.00	\$528.00
			SL-Legal-Stage3	18/11/22	\$945.90		\$0.00		\$0.00		\$0.00	\$945.90
			SL-Legal-Stage1&2	18/11/22	\$316.80		\$0.00		\$0.00		\$0.00	\$316.80
			SL-Legal-Preliminary	18/11/22	\$29.05		\$0.00		\$0.00		\$0.00	\$29.05
			Total Due		\$3,772.60		\$1,105.40		\$1,105.40		\$1,105.40	
15	201	28	Administrative	31/01/23	\$1,181.85	01/04/23	\$1,181.85	01/07/23	\$1,181.85	01/10/23	\$1,181.85	\$4,727.40
			Capital Works	31/01/23	\$107.80	01/04/23	\$107.80	01/07/23	\$107.80	01/10/23	\$107.80	\$431.20
			SL-Eagle Fire&Safety	30/11/22	\$988.70		\$0.00		\$0.00		\$0.00	\$988.70
			SL-Endeavour Engineering	30/11/22	\$616.00		\$0.00		\$0.00		\$0.00	\$616.00
			SL-Legal-Stage3	18/11/22	\$1,103.55		\$0.00		\$0.00		\$0.00	\$1,103.55
			SL-Legal-Stage1&2	18/11/22	\$369.60		\$0.00		\$0.00		\$0.00	\$369.60
			SL-Legal-Preliminary	18/11/22	\$33.90		\$0.00		\$0.00		\$0.00	\$33.90
			Total Due		\$4,401.40		\$1,289.65		\$1,289.65		\$1,289.65	

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11 MITCHELL AVENUE JANNALI**

Lot	Unit	UoE	Fund	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Total
16	202	31	Administrative	31/01/23	\$1,308.45	01/04/23	\$1,308.45	01/07/23	\$1,308.45	01/10/23	\$1,308.45	\$5,233.80
			Capital Works	31/01/23	\$119.35	01/04/23	\$119.35	01/07/23	\$119.35	01/10/23	\$119.35	\$477.40
			SL-Eagle Fire&Safety	30/11/22	\$1,094.60		\$0.00		\$0.00		\$0.00	\$1,094.60
			SL-Endeavour Engineering	30/11/22	\$682.00		\$0.00		\$0.00		\$0.00	\$682.00
			SL-Legal-Stage3	18/11/22	\$1,221.80		\$0.00		\$0.00		\$0.00	\$1,221.80
			SL-Legal-Stage1&2	18/11/22	\$409.20		\$0.00		\$0.00		\$0.00	\$409.20
			SL-Legal-Preliminary	18/11/22	\$37.50		\$0.00		\$0.00		\$0.00	\$37.50
			Total Due		\$4,872.90		\$1,427.80		\$1,427.80		\$1,427.80	
17	203	31	Administrative	31/01/23	\$1,308.45	01/04/23	\$1,308.45	01/07/23	\$1,308.45	01/10/23	\$1,308.45	\$5,233.80
			Capital Works	31/01/23	\$119.35	01/04/23	\$119.35	01/07/23	\$119.35	01/10/23	\$119.35	\$477.40
			SL-Eagle Fire&Safety	30/11/22	\$1,094.60		\$0.00		\$0.00		\$0.00	\$1,094.60
			SL-Endeavour Engineering	30/11/22	\$682.00		\$0.00		\$0.00		\$0.00	\$682.00
			SL-Legal-Stage3	18/11/22	\$1,221.80		\$0.00		\$0.00		\$0.00	\$1,221.80
			SL-Legal-Stage1&2	18/11/22	\$409.20		\$0.00		\$0.00		\$0.00	\$409.20
			SL-Legal-Preliminary	18/11/22	\$37.50		\$0.00		\$0.00		\$0.00	\$37.50
			Total Due		\$4,872.90		\$1,427.80		\$1,427.80		\$1,427.80	
18	204	30	Administrative	31/01/23	\$1,266.25	01/04/23	\$1,266.25	01/07/23	\$1,266.25	01/10/23	\$1,266.25	\$5,065.00
			Capital Works	31/01/23	\$115.50	01/04/23	\$115.50	01/07/23	\$115.50	01/10/23	\$115.50	\$462.00
			SL-Eagle Fire&Safety	30/11/22	\$1,059.30		\$0.00		\$0.00		\$0.00	\$1,059.30
			SL-Endeavour Engineering	30/11/22	\$660.00		\$0.00		\$0.00		\$0.00	\$660.00
			SL-Legal-Stage3	18/11/22	\$1,182.40		\$0.00		\$0.00		\$0.00	\$1,182.40
			SL-Legal-Stage1&2	18/11/22	\$396.00		\$0.00		\$0.00		\$0.00	\$396.00
			SL-Legal-Preliminary	18/11/22	\$36.30		\$0.00		\$0.00		\$0.00	\$36.30
			Total Due		\$4,715.75		\$1,381.75		\$1,381.75		\$1,381.75	

**Strata Plan 102187
11 MITCHELL AVENUE JANNALI**

Lot	Unit	UoE	Fund	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Total
19	205	30	Administrative	31/01/23	\$1,266.25	01/04/23	\$1,266.25	01/07/23	\$1,266.25	01/10/23	\$1,266.25	\$5,065.00
			Capital Works	31/01/23	\$115.50	01/04/23	\$115.50	01/07/23	\$115.50	01/10/23	\$115.50	\$462.00
			SL-Eagle Fire&Safety	30/11/22	\$1,059.30		\$0.00		\$0.00		\$0.00	\$1,059.30
			SL-Endeavour Engineering	30/11/22	\$660.00		\$0.00		\$0.00		\$0.00	\$660.00
			SL-Legal-Stage3	18/11/22	\$1,182.40		\$0.00		\$0.00		\$0.00	\$1,182.40
			SL-Legal-Stage1&2	18/11/22	\$396.00		\$0.00		\$0.00		\$0.00	\$396.00
			SL-Legal-Preliminary	18/11/22	\$36.30		\$0.00		\$0.00		\$0.00	\$36.30
			Total Due		\$4,715.75		\$1,381.75		\$1,381.75		\$1,381.75	
20	206	44	Administrative	31/01/23	\$1,857.15	01/04/23	\$1,857.15	01/07/23	\$1,857.15	01/10/23	\$1,857.15	\$7,428.60
			Capital Works	31/01/23	\$169.40	01/04/23	\$169.40	01/07/23	\$169.40	01/10/23	\$169.40	\$677.60
			SL-Eagle Fire&Safety	30/11/22	\$1,553.65		\$0.00		\$0.00		\$0.00	\$1,553.65
			SL-Endeavour Engineering	30/11/22	\$968.00		\$0.00		\$0.00		\$0.00	\$968.00
			SL-Legal-Stage3	18/11/22	\$1,734.15		\$0.00		\$0.00		\$0.00	\$1,734.15
			SL-Legal-Stage1&2	18/11/22	\$580.80		\$0.00		\$0.00		\$0.00	\$580.80
			SL-Legal-Preliminary	18/11/22	\$53.25		\$0.00		\$0.00		\$0.00	\$53.25
			Total Due		\$6,916.40		\$2,026.55		\$2,026.55		\$2,026.55	
21	207	25	Administrative	31/01/23	\$1,055.20	01/04/23	\$1,055.20	01/07/23	\$1,055.20	01/10/23	\$1,055.20	\$4,220.80
			Capital Works	31/01/23	\$96.25	01/04/23	\$96.25	01/07/23	\$96.25	01/10/23	\$96.25	\$385.00
			SL-Eagle Fire&Safety	30/11/22	\$882.75		\$0.00		\$0.00		\$0.00	\$882.75
			SL-Endeavour Engineering	30/11/22	\$550.00		\$0.00		\$0.00		\$0.00	\$550.00
			SL-Legal-Stage3	18/11/22	\$985.35		\$0.00		\$0.00		\$0.00	\$985.35
			SL-Legal-Stage1&2	18/11/22	\$330.00		\$0.00		\$0.00		\$0.00	\$330.00
			SL-Legal-Preliminary	18/11/22	\$30.25		\$0.00		\$0.00		\$0.00	\$30.25
			Total Due		\$3,929.80		\$1,151.45		\$1,151.45		\$1,151.45	

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Lot	Unit	UoE	Fund	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Total
22	301	32	Administrative	31/01/23	\$1,350.65	01/04/23	\$1,350.65	01/07/23	\$1,350.65	01/10/23	\$1,350.65	\$5,402.60
			Capital Works	31/01/23	\$123.20	01/04/23	\$123.20	01/07/23	\$123.20	01/10/23	\$123.20	\$492.80
			SL-Eagle Fire&Safety	30/11/22	\$1,129.90		\$0.00		\$0.00		\$0.00	\$1,129.90
			SL-Endeavour Engineering	30/11/22	\$704.00		\$0.00		\$0.00		\$0.00	\$704.00
			SL-Legal-Stage3	18/11/22	\$1,261.20		\$0.00		\$0.00		\$0.00	\$1,261.20
			SL-Legal-Stage1&2	18/11/22	\$422.40		\$0.00		\$0.00		\$0.00	\$422.40
			SL-Legal-Preliminary	18/11/22	\$38.70		\$0.00		\$0.00		\$0.00	\$38.70
			Total Due		\$5,030.05		\$1,473.85		\$1,473.85		\$1,473.85	
23	302	33	Administrative	31/01/23	\$1,392.85	01/04/23	\$1,392.85	01/07/23	\$1,392.85	01/10/23	\$1,392.85	\$5,571.40
			Capital Works	31/01/23	\$127.05	01/04/23	\$127.05	01/07/23	\$127.05	01/10/23	\$127.05	\$508.20
			SL-Eagle Fire&Safety	30/11/22	\$1,165.25		\$0.00		\$0.00		\$0.00	\$1,165.25
			SL-Endeavour Engineering	30/11/22	\$726.00		\$0.00		\$0.00		\$0.00	\$726.00
			SL-Legal-Stage3	18/11/22	\$1,300.65		\$0.00		\$0.00		\$0.00	\$1,300.65
			SL-Legal-Stage1&2	18/11/22	\$435.60		\$0.00		\$0.00		\$0.00	\$435.60
			SL-Legal-Preliminary	18/11/22	\$39.95		\$0.00		\$0.00		\$0.00	\$39.95
			Total Due		\$5,187.35		\$1,519.90		\$1,519.90		\$1,519.90	
24	303	31	Administrative	31/01/23	\$1,308.45	01/04/23	\$1,308.45	01/07/23	\$1,308.45	01/10/23	\$1,308.45	\$5,233.80
			Capital Works	31/01/23	\$119.35	01/04/23	\$119.35	01/07/23	\$119.35	01/10/23	\$119.35	\$477.40
			SL-Eagle Fire&Safety	30/11/22	\$1,094.60		\$0.00		\$0.00		\$0.00	\$1,094.60
			SL-Endeavour Engineering	30/11/22	\$682.00		\$0.00		\$0.00		\$0.00	\$682.00
			SL-Legal-Stage3	18/11/22	\$1,221.80		\$0.00		\$0.00		\$0.00	\$1,221.80
			SL-Legal-Stage1&2	18/11/22	\$409.20		\$0.00		\$0.00		\$0.00	\$409.20
			SL-Legal-Preliminary	18/11/22	\$37.50		\$0.00		\$0.00		\$0.00	\$37.50
			Total Due		\$4,872.90		\$1,427.80		\$1,427.80		\$1,427.80	

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Lot	Unit	UoE	Fund	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Total
25	304	31	Administrative	31/01/23	\$1,308.45	01/04/23	\$1,308.45	01/07/23	\$1,308.45	01/10/23	\$1,308.45	\$5,233.80
			Capital Works	31/01/23	\$119.35	01/04/23	\$119.35	01/07/23	\$119.35	01/10/23	\$119.35	\$477.40
			SL-Eagle Fire&Safety	30/11/22	\$1,094.60		\$0.00		\$0.00		\$0.00	\$1,094.60
			SL-Endeavour Engineering	30/11/22	\$682.00		\$0.00		\$0.00		\$0.00	\$682.00
			SL-Legal-Stage3	18/11/22	\$1,221.80		\$0.00		\$0.00		\$0.00	\$1,221.80
			SL-Legal-Stage1&2	18/11/22	\$409.20		\$0.00		\$0.00		\$0.00	\$409.20
			SL-Legal-Preliminary	18/11/22	\$37.50		\$0.00		\$0.00		\$0.00	\$37.50
			Total Due		\$4,872.90		\$1,427.80		\$1,427.80		\$1,427.80	
26	305	31	Administrative	31/01/23	\$1,308.45	01/04/23	\$1,308.45	01/07/23	\$1,308.45	01/10/23	\$1,308.45	\$5,233.80
			Capital Works	31/01/23	\$119.35	01/04/23	\$119.35	01/07/23	\$119.35	01/10/23	\$119.35	\$477.40
			SL-Eagle Fire&Safety	30/11/22	\$1,094.60		\$0.00		\$0.00		\$0.00	\$1,094.60
			SL-Endeavour Engineering	30/11/22	\$682.00		\$0.00		\$0.00		\$0.00	\$682.00
			SL-Legal-Stage3	18/11/22	\$1,221.80		\$0.00		\$0.00		\$0.00	\$1,221.80
			SL-Legal-Stage1&2	18/11/22	\$409.20		\$0.00		\$0.00		\$0.00	\$409.20
			SL-Legal-Preliminary	18/11/22	\$37.50		\$0.00		\$0.00		\$0.00	\$37.50
			Total Due		\$4,872.90		\$1,427.80		\$1,427.80		\$1,427.80	
27	306	45	Administrative	31/01/23	\$1,899.35	01/04/23	\$1,899.35	01/07/23	\$1,899.35	01/10/23	\$1,899.35	\$7,597.40
			Capital Works	31/01/23	\$173.25	01/04/23	\$173.25	01/07/23	\$173.25	01/10/23	\$173.25	\$693.00
			SL-Eagle Fire&Safety	30/11/22	\$1,588.95		\$0.00		\$0.00		\$0.00	\$1,588.95
			SL-Endeavour Engineering	30/11/22	\$990.00		\$0.00		\$0.00		\$0.00	\$990.00
			SL-Legal-Stage3	18/11/22	\$1,773.60		\$0.00		\$0.00		\$0.00	\$1,773.60
			SL-Legal-Stage1&2	18/11/22	\$594.00		\$0.00		\$0.00		\$0.00	\$594.00
			SL-Legal-Preliminary	18/11/22	\$54.45		\$0.00		\$0.00		\$0.00	\$54.45
			Total Due		\$7,073.60		\$2,072.60		\$2,072.60		\$2,072.60	

**Strata Plan 102187
11 MITCHELL AVENUE JANNALI**

Lot	Unit	UoE	Fund	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Total
28	307	25	Administrative	31/01/23	\$1,055.20	01/04/23	\$1,055.20	01/07/23	\$1,055.20	01/10/23	\$1,055.20	\$4,220.80
			Capital Works	31/01/23	\$96.25	01/04/23	\$96.25	01/07/23	\$96.25	01/10/23	\$96.25	\$385.00
			SL-Eagle Fire&Safety	30/11/22	\$882.75		\$0.00		\$0.00		\$0.00	\$882.75
			SL-Endeavour Engineering	30/11/22	\$550.00		\$0.00		\$0.00		\$0.00	\$550.00
			SL-Legal-Stage3	18/11/22	\$985.35		\$0.00		\$0.00		\$0.00	\$985.35
			SL-Legal-Stage1&2	18/11/22	\$330.00		\$0.00		\$0.00		\$0.00	\$330.00
			SL-Legal-Preliminary	18/11/22	\$30.25		\$0.00		\$0.00		\$0.00	\$30.25
			Total Due		\$3,929.80		\$1,151.45		\$1,151.45		\$1,151.45	
29	401	34	Administrative	31/01/23	\$1,435.05	01/04/23	\$1,435.05	01/07/23	\$1,435.05	01/10/23	\$1,435.05	\$5,740.20
			Capital Works	31/01/23	\$130.90	01/04/23	\$130.90	01/07/23	\$130.90	01/10/23	\$130.90	\$523.60
			SL-Eagle Fire&Safety	30/11/22	\$1,200.55		\$0.00		\$0.00		\$0.00	\$1,200.55
			SL-Endeavour Engineering	30/11/22	\$748.00		\$0.00		\$0.00		\$0.00	\$748.00
			SL-Legal-Stage3	18/11/22	\$1,340.05		\$0.00		\$0.00		\$0.00	\$1,340.05
			SL-Legal-Stage1&2	18/11/22	\$448.80		\$0.00		\$0.00		\$0.00	\$448.80
			SL-Legal-Preliminary	18/11/22	\$41.15		\$0.00		\$0.00		\$0.00	\$41.15
			Total Due		\$5,344.50		\$1,565.95		\$1,565.95		\$1,565.95	
30	402	32	Administrative	31/01/23	\$1,350.65	01/04/23	\$1,350.65	01/07/23	\$1,350.65	01/10/23	\$1,350.65	\$5,402.60
			Capital Works	31/01/23	\$123.20	01/04/23	\$123.20	01/07/23	\$123.20	01/10/23	\$123.20	\$492.80
			SL-Eagle Fire&Safety	30/11/22	\$1,129.90		\$0.00		\$0.00		\$0.00	\$1,129.90
			SL-Endeavour Engineering	30/11/22	\$704.00		\$0.00		\$0.00		\$0.00	\$704.00
			SL-Legal-Stage3	18/11/22	\$1,261.20		\$0.00		\$0.00		\$0.00	\$1,261.20
			SL-Legal-Stage1&2	18/11/22	\$422.40		\$0.00		\$0.00		\$0.00	\$422.40
			SL-Legal-Preliminary	18/11/22	\$38.70		\$0.00		\$0.00		\$0.00	\$38.70
			Total Due		\$5,030.05		\$1,473.85		\$1,473.85		\$1,473.85	

01/01/2023 - 31/12/2023
**Strata Plan 102187
11 MITCHELL AVENUE JANNALI**

Lot	Unit	UoE	Fund	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Total
31	403	52	Administrative	31/01/23	\$2,194.80	01/04/23	\$2,194.80	01/07/23	\$2,194.80	01/10/23	\$2,194.80	\$8,779.20
			Capital Works	31/01/23	\$200.20	01/04/23	\$200.20	01/07/23	\$200.20	01/10/23	\$200.20	\$800.80
			SL-Eagle Fire&Safety	30/11/22	\$1,836.10		\$0.00		\$0.00		\$0.00	\$1,836.10
			SL-Endeavour Engineering	30/11/22	\$1,144.00		\$0.00		\$0.00		\$0.00	\$1,144.00
			SL-Legal-Stage3	18/11/22	\$2,049.50		\$0.00		\$0.00		\$0.00	\$2,049.50
			SL-Legal-Stage1&2	18/11/22	\$686.40		\$0.00		\$0.00		\$0.00	\$686.40
			SL-Legal-Preliminary	18/11/22	\$62.90		\$0.00		\$0.00		\$0.00	\$62.90
			Total Due		\$8,173.90		\$2,395.00		\$2,395.00		\$2,395.00	
		1000	TOTAL		\$157,190.80		\$46,058.05		\$46,058.05		\$46,058.05	\$295,364.95

26 October 2022

Dear To All Owners,

RE: MINUTES OF GENERAL MEETING | STRATA PLAN NO. 102187 AT 11 MITCHELL AVENUE, JANNALI

Attached are the minutes of the recent General Meeting conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies. The payment options for your levies are detailed on the back of the levy payment notice. We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

1. DO YOU HAVE APPROPRIATE CONTENTS & LANDLORDS INSURANCE?

Although many of the elements within your lot are protected by the Strata Building Insurance, we recommend that all owners effect Contents Insurance to protect those elements of your lot that are not covered by Building Insurance.

C.H.U. Australia's leading Strata Insurance provider is now offering comprehensive Common Contents and Landlord Insurance for owners in Strata Schemes.

For a quote and simply go to our website www.netstrata.com.au and follow the prompts.

2. YOUR OWNER PORTAL

You can obtain all the pertinent information relating to your scheme via your Owner Portal at www.netstrata.com.au. From here you are able to access;

- The Minutes Book for your scheme
- The current Financial Records for your lot
- The Insurance Certificate & P.D.S. for the scheme
- Maintenance Reports
- The Financial Records for your scheme
- The By-laws for your scheme
- R.P. Data Sales and Area Profile reports
- Update your personal information

3. BY-LAWS

You will note from the minutes that several new By-laws may have been passed for your strata scheme. The details of each of these new By-laws are specified in the minutes of the meeting and it is important that you read these By-laws so you are fully aware of how they affect your lot. All other By-Laws that were registered with the strata scheme remain unchanged. Should you have any questions regarding the By-Laws please don't hesitate to contact our office.

4. INSTALLATION OF SECURITY DEVICES

The security of the strata scheme and individual apartments is of paramount importance for all owners and residents at the scheme.

NSW legislation permits all owners to undertake the installation of additional locking devices, security screens or other security devices to their windows, front doors, balcony doors and garage doors to further secure their individual apartments, villas or townhouses. However, please note, any additional locking devices must adhere to current fire safety regulations – a licensed locksmith will be able to advise such regulations.

To further assist we have developed an information guide - 'Securing your Strata Title or Community Title Property'. This guide has been prepared in conjunction with our office and the NSW Police and provides owners with several useful tips surrounding communal security. For a copy go to the news and information pages at our website www.netstrata.com.au

5. WANT TO FIND OUT MORE...?

To assist owners with the increasing complexity of strata scheme living, we offer a variety of newsletters explaining your rights and obligations of owning a strata property, including

- Building Security
- Maintenance Responsibilities
- Cleaning & Gardening Specifications
- Strata Building Insurance – How am I Covered?
- Strata Definitions
- Frequently Asked Questions

6. 24HR TRADE EMERGENCY SERVICES

Our office provides all owners with access to 24 hour Emergency Trade Services, simply call 1300 663 760 to access;

- Plumbing, Gas and Hot Water
- Glazing
- Automated Garage Doors and Security Gates
- Electrical
- Locksmiths
- Lift Breakdowns

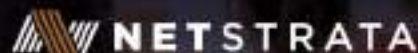
We hope this information about your strata scheme proves helpful and look forward to working with you and all owners for the common amenity of the property.

Should you have any questions or require further information regarding these or any other matters of your strata scheme please do not hesitate to contact our office.

Sincerely,
NETSTRATA
Arabella Zhang

Arabella Zhang | Direct Line: **02 8567 6415** | Email: arabella.zhang@netstrata.com.au

MINUTES OF General Meeting



Strata Plan	102187 - 11 MITCHELL AVENUE, JANNALI
Meeting date	25/10/2022
Commenced	12:00 PM
Apologies	Nil
Pre Meeting Voting	Lot 22, Lot 27
In Attendance	Lot 11, Lot 14, Lot 24, Lot 26, Lot 29, Lot 30, Lot 5, Lot 6, Lot 8
Proxies	Lot 28 appointing the Chairperson
Corporate Authorisation	Nil
Guests	Arabella Zhang of Netstrata, Kayla Khamis of Bannermans Lawyers, Elizabeth Marnell
Quorum	The required Units of Entitlement were present, a quorum was formed
Chairperson	Arabella Zhang

NETWORK STRATA SERVICES PTY LTD | A.C.N. 064 030 324 | All correspondence: PO Box 265, Hurstville BC NSW 1481

HEAD OFFICE
298 Railway Parade
Carlton NSW 2218

SYDNEY CBD SALES OFFICE
Level 26, 44 Market St
Sydney NSW 2000

WOLLONGONG OFFICE
Suite 3.03, 3 Rawson Street
Wollongong NSW 2500

P 1300 638 787
E admin@netstrata.com.au
W admin@netstrata.com.au

Liability limited by a scheme approved under Professional Standards Legislation

<p>MOTION 1. Confirm Previous Minutes</p>	<p>RESOLVED</p>	<p>that the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting.</p> <p>Vote: 12 Resolve, 0 Abstain, 0 Defeat</p>
<p>MOTION 2. Engage an Expert to Provide a General Building Defect Report</p>	<p>RESOLVED</p>	<p>that the Owners Corporation will engage Endeavour Engineering to inspect 100% of Units & Common Areas in accordance with its fee estimate of \$22,000.00 (GST Inclusive) to provide a general building defect report.</p> <p>Vote: 12 Resolve, 0 Abstain, 0 Defeat</p>
<p>MOTION 3. Special Levy - Fees for General Building Defect Report</p>	<p>RESOLVED</p>	<p>that the Owners Corporation will raise a Special Levy for the amount of \$22,000.00 (GST Inclusive) to fund the approved fee estimate for Endeavour Engineering to inspect 100% of units and common areas to provide a general building defect report.</p> <p>The special levy will be divided amongst all lot owners according to Units of Entitlement and will fall due and payable in one installment on 30/11/2022.</p> <p>Vote: 12 Resolve, 0 Abstain, 0 Defeat</p>
<p>MOTION 4. Engage an Expert to Provide a Fire Safety Defect Report</p>	<p>RESOLVED</p>	<p>that the Owners Corporation will engage Eagle Fire and Safety to inspect 100% of units and common areas in accordance with its fee estimate of \$35,310.00 (GST Inclusive) to provide a fire safety defect report.</p> <p>Vote: 11 Resolve, 0 Abstain, 1 Defeat</p>
<p>MOTION 5. Special Levy - Fees for Fire Safety Defect Report</p>	<p>RESOLVED</p>	<p>that the Owners Corporation will raise a Special Levy for the amount of \$35,310.00 (GST Inclusive) to fund the approved fee estimate for Eagle Fire and Safety to inspect 100% of units and common areas to provide a fire safety defect report.</p> <p>The special levy will be divided amongst all lot owners according to Units of Entitlement and will fall due and payable in one installment on 30/11/2022.</p> <p>Vote: 11 Resolve, 0 Abstain, 1 Defeat</p>

CLOSURE:

The meeting closed at

12:55 PM

Arabella Zhang

Chairperson

PROPOSED DATE FOR NEXT MEETING:

TBD

HEAD OFFICE

298 Railway Parade
Carlton NSW 2218

SYDNEY CBD SALES OFFICE

Level 26, 44 Market St
Sydney NSW 2000

WOLLONGONG OFFICE

Suite 3.03, 3 Rawson Street
Wollongong NSW 2500

P 1300 638 787

E admin@netstrata.com.au
W admin@netstrata.com.au



NETSTRATA

EST 1996

Notice of

General Meeting

**THE OWNERS – STRATA PLAN 102187
AT 11 MITCHELL AVENUE, JANNALI**

DATE: Tuesday 25 October 2022

TIME: 12:00 PM

VENUE: VIRTUAL MEETING ROOM

Zoom: <https://zoom.us/j/3996064770>

Or Teleconference (02) 8015 6011

Please see the covering letter for further details
on how to join the meeting.

Arabella Z. | Direct Line: 02 8567 6415 | Email: arabella.zhang@netstrata.com.au

UNDERSTANDING STRATA PROPERTY MAINTENANCE

One of the most confusing aspects of owning a lot within a Strata Scheme is understanding who is responsible for the maintenance of certain elements within the lot – an individual owner or Owners Corporation (Body Corporate)?

This debate has existed since strata schemes legislation was first incepted in 1961 and has been further confused by the way in which owners and Owners Corporations' interpret the maintenance obligations for their strata schemes.

This confusion is further exacerbated because not every strata plan is the same and some Owners Corporations may pass specific resolutions or By-Laws changing or absolving the Owners Corporations maintenance responsibilities.

Briefly; generally each owner is responsible for the maintenance, repair and replacement of all those components of the building that are housed within the external walls of their unit/villa or townhouse or service only their lot (within the lot envelope). Section 106 of the Strata Schemes Management Act 2015 places a mandatory duty on the Owners Corporation to repair and maintain all elements outside of this envelope (the common property) or shared services that may pass through the unit.

In the diagram below, those areas that are generally considered to be common property or the Owners Corporations responsibility to maintain are highlighted in **BLUE**. This applies to strata schemes registered after 1 July 1974.

In this example, all the internal walls and doors are highlighted in **ORANGE** representing lot property. Other typical elements of Lot property include kitchen and bathroom cabinets and accessories, carpets, paintwork and appliances.

For a detailed list of typical lot property and common property maintenance responsibilities go to www.netstrata.com.au

When assessing the maintenance responsibilities for your scheme it is important that a detailed examination of your strata plan and by-laws be undertaken to determine the specific responsibilities associated with your property. Owners should also be familiar with any warranties that may be applicable to apparatus and building structure at their property and the limitations and application of these warranties.

UNDERSTANDING STRATA PROPERTY MAINTENANCE

The cubic airspace of the lot also extends to the balcony or courtyards and is usually defined by a notation on the Strata Plan.

Any shared apparatus, such as pipes or conduits that pass through a lot are still the Owners Corporations responsibility to maintain, even though they are contained within the lot.

These areas are known as 'Structural Cubic Space'.



Lot space within a strata scheme is commonly defined as;

“the cubic airspace contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor”.

Once a pipe or conduit enters the lot, it becomes the ‘lot owners’ responsibility to maintain if it only services that lot. Common examples include, taps and drainage pipes under sinks & vanities.

MEETING AGENDA

Apologies.

Proxies & Powers of persons present.

Determination of Quorum and Validity of meeting.

The motions to be considered are as follows:

MOTION 1.	Confirmation of Previous General Meeting Minutes
Ordinary Resolution	That the minutes of the previous general meeting be confirmed as a true and accurate account of the proceedings of that meeting.

MOTION 2.	Engage an Expert to Provide a General Building Defect Report
Ordinary Resolution	That the Owners Corporation resolves to engage one of the qualified general defect consultants listed in the table below in accordance with its fee estimate to provide a general building defect report. Note: Full fee estimates are attached to this meeting notice.

Consultant	Fee estimate	Comments
Noviion	<p>Option 1 – 25% of Units + Commons</p> <p>Fee (including GST) \$13,750.00</p> <p>Option 2– 50% of Units + Commons</p> <p>Fee (including GST) \$17,325.00</p> <p>Option 3 – 100% of Units + Commons</p> <p>Fee (including GST) \$24,392.50</p>	Able to perform inspections 2 weeks from the time of approval, which is required to provide sufficient notice for access
Endeavour Engineering	<p>Option 1 – 25% of Units + Commons</p> <p>Fee (including GST)</p>	Able to perform inspections as early as 25 October 2022

MEETING AGENDA

	<p>\$11,000.00</p> <p>Option 2– 50% of Units + Commons</p> <p>Fee (including GST) \$16,500.00</p>	
	<p>Option 3 – 100% of Units + Commons</p> <p>Fee (including GST) \$22,000.00</p>	

For more information, please refer to page 8.

MOTION 3.

Ordinary Resolution

Special Levy - Fees for General Building Defect Report

On the premise that an expert is engaged under Motion 2, pursuant to Section 81(4) of the Strata Schemes Management Act 2015, that the Owners Corporation raise a Special Levy for the amount of up to \$24,392.50 including GST to fund the approved fee estimate.

The special levy, if raised, will be divided amongst all lot owners according to Units of Entitlement and will fall due and payable on date(s) to be decided at the meeting.

For more information, please refer to page 32.

MOTION 4.

Ordinary Resolution

Engage an Expert to Provide a Fire Safety Defect Report

That the Owners Corporation resolves to engage one of the fire safety defect consultants listed in the table below in accordance with its fee estimate to provide a fire safety defect report.

Note: Full fee estimates are attached to this meeting notice.

Consultant	Fee estimate	Comments
Eagle Fire and Safety	<p>Option 1 – 25% of Units + Commons</p> <p>Fee estimate (including</p>	

	<p>GST) \$28,710.00</p> <p>Option 2- 50% of Units + Commons</p> <p>Fee estimate (including GST) \$31,460.00</p> <p>Option 3 – 100% of Units + Commons</p> <p>Fee estimate (including GST) \$35,310.00</p>	
Enhanced Building Services (EBS)	<p>Option 1 - 25% of residential units (8 Lots) and all common areas</p> <p>Fixed fee is \$16,984.00 including GST.</p> <p>Option 2 - 50% of residential units (16 Lots) and all common areas</p> <p>Fixed fee is \$23,804.00 including GST.</p> <p>Option 3 - 100% of residential units (31 Lots) and all common areas</p> <p>Fixed fee is \$37,444.00 including GST.</p>	
AED Group	N/A	Unfortunately AED were unable to provide an estimate due to a conflict of interest.

For more information, please refer to page 33.

MEETING AGENDA

MOTION 5.

Ordinary Resolution

Special Levy - Fees for Fire Safety Defect Report

On the premise that an expert is engaged under Motion 4, pursuant to Section 81(4) of the Strata Schemes Management Act 2015, that the Owners Corporation raise a Special Levy for the amount of up to \$37,444.00 including GST to fund the approved fee estimate.

The special levy, if raised, will be divided amongst all lot owners according to Units of Entitlement and will fall due and payable on date(s) to be decided at the meeting.

For more information, please refer to page 52.

Dated this Monday, October 10, 2022

Netstrata

EXPLANATION OF AGENDA ITEMS

Motion 1. Confirmation of Previous General Meeting Minutes

The minutes of your last general meeting will need to be confirmed. A copy of the previous minutes were issued to you shortly after the last general meeting, if you have not received a copy of these minutes please contact our office or you may view a copy via your owner portal at www.netstrata.com.au. If you have forgotten your username and/or password please email admin@netstrata.com.au.

Motion 2. Engage an Expert to Provide a General Building Defect Report

The owners corporation has a mandatory obligation to repair and maintain the common property including building defects which can be varied by law. If building defects exist then another party may be held accountable to rectify or pay the loss, such as, builders and developers.

There are key dates and steps required to be undertaken in order to claim for the loss or rectification. Such time limits, without limitation, range from immediately to 45 days, 12 months, 2 years, 6 years, 7 years and 10 years, starting from different points in time. Failure to comply with these time limits may result in denial of the claim or liability or reduction in the amount otherwise ordinarily recoverable.

This motion is proposed by the Strata Committee in accordance with Bannermans Lawyers' instruction to engage an expert to produce a general defect report to enforce the owners corporations rights in regards to building defects including notifying parties, making a complaint to the Office of Fair Trading and commencing proceedings. Please see the attached article titled "Should New Owners Corporations Obtain Building Defects Reports?" which explains why the scheme should obtain a building defects report.

Motion 3. Special Levy - Fees for General Building Defect Report

On the premise that an expert is engaged under Motion 2, pursuant to Section 81(4) of the Strata Schemes Management Act 2015, the Owners Corporation is required to raise a Special Levy for the amount of up to \$24,392.50 including GST to fund the approved fee estimate.

The special levy, if raised, will be divided amongst all lot owners according to Units of Entitlement and will fall due and payable on date(s) to be decided at the meeting.

Motion 4. Engage an Expert to Provide a Fire Safety Defect Report

The owners corporation has a mandatory obligation to repair and maintain the common property including building defects which can be varied by law. If building defects exist then another party may be held accountable to rectify or pay the loss, such as, builders and developers.

There are key dates and steps required to be undertaken in order to claim for the loss or rectification. Such time limits, without limitation, range from immediately to 45 days, 12 months, 2 years, 6 years, 7 years and 10 years, starting from different points in time. Failure to comply with these time limits may result in denial of the claim or liability or reduction in the amount otherwise ordinarily recoverable.

This motion is proposed by the Strata Committee in accordance with Bannermans Lawyers' instruction to engage a fire safety expert to produce a fire safety defect report to enforce the owners corporations rights in regards to building defects including notifying parties, making a complaint to the Office of Fair Trading and commencing proceedings. Please see the attached article titled "Should New Owners Corporations Obtain Building Defects Reports?" which explains why the scheme should obtain a building defects report.

Motion 5. Special Levy - Fees for Fire Safety Defect Report

On the premise that an expert is engaged under Motion 4, pursuant to Section 81(4) of the Strata Schemes Management Act 2015, that the Owners Corporation raise a Special Levy for the amount of up to \$37,444.00 including GST to fund the approved fee estimate.

The special levy, if raised, will be divided amongst all lot owners according to Units of Entitlement and will fall due and payable on date(s) to be decided at the meeting.



**ENDEAVOUR
ENGINEERING**

FEE PROPOSAL EXPERT BUILDING DEFECT REPORT

Address

11 Mitchell Avenue,
Jannali NSW 2226

Date

Wednesday, 21 September 2022

Client

The Owners - SP102187
C/- Bannermans Lawyers
jbarbar@bannermans.com.au

Endeavour Engineering Contact Details

Suzy Milliken
admin@endeavoureng.com.au
02 9062 3224

Wednesday, 21 September 2022

The Owners Strata Plan 102187
C/- Bannermans Lawyers
Suite 1, Level 2/65 Berry St,
North Sydney NSW 2060

Attn: James Barbar

RE: SP102187 – 11 Mitchell Avenue, Jannali NSW 2226 – Request for Fee Proposal

Dear James,

Thank you for the opportunity to provide SP102187 a fee proposal for 11 Mitchell Avenue, Jannali NSW 2226. This fee proposal is in acceptance of your email request dated Monday 19th September 2022.

Endeavour Engineering provide experienced, thorough, and honourable work to ensure their clients' requests are met and the quality of work is consistently of a high standard. We take pride in our work and are driven to provide solutions for common to complex engineering problems.

The purpose of this fee proposal is to provide the Owners Corporation an Expert Building Defect Inspection and Report for the complex which includes 31 lots. As the Occupation Certificate received states, the warranty period commenced in November 2020 and so assessment for general and major defects is needed for possible litigation.

Upon selection of the work option and fees involved, please complete the fee proposal acceptance letter found on the final page and email it back to: admin@endeavourengr.com.au.

Please note that this fee proposal is valid for 90 days from the issue date.

We look forward to helping you with this project.

If you have any enquiries regarding this fee proposal, please feel free to contact us further.

Kind regards,



John Riad | Director

BE (Civil)(Hons), Dip Eng Prac.CPEng MIE Aust. NER
NSW Design Practitioner DEP1961 (Civil, Structural, Facades)

Clarifications

In response to our fee proposal request please see below your specialised scope of works needed for this project.

- Endeavour Engineering will review all relevant available documentation that is provided to our office from the Strata Manager, Building Manager and Owners Corporation.
- We will set up an online booking system for occupants to book in their inspection with the link provided to the relevant strata manager to email to occupants. This online system will send out a confirmation email to the occupant once they have booked in online and a text message reminder the day before the inspection. We also offer phone bookings for occupants who do not wish to book in online.
- If access is not granted by the occupant of a unit a re-inspection will need to be organised with the possibility of fees involved for the inconvenience and time lost.
- Complete detailed inspections of each residential unit and common area (according to option selected) to investigate items not in conduct with safety compliance codes with respect to the Building Code of Australia.
- Create a litigation compliant Building Defect Report in table format including:
 - A detailed analysis of the general and major building defects with their location (lot, common area, garage, basement).
 - The cause for the defect and relation to the original builder's work.
 - The specific breach(s) found according to: Statutory Warranties of the Home Building Act 1989 Section 18B, National Construction Code, Australian Standards, and the Office of Fair Trading: Defects Guide.
 - A scope of repair nominated according to each defect item for repair or recommended investigation/invasive work(s).

Limitations and Exclusions

- All observations will be from the ground floor or where appropriate safe access is provided and they are of visual nature only.
- The inspection does not include destructive actions to the building
- This proposal fee does not include the assessment of: fire safety/NCC/BCA, acoustic, engineering modelling of the structure, electrical, hydraulic or HVAC associated repairs or related specialist services.
- There will be no use of special access equipment during the inspection.

Assumptions

- Travel time is included within all fee options (this does not include additional travel time).
- Inspections will take place during business hours (7.30am – 5.30pm).



Fee Options

Option 1 – 25% of Units + Commons

Option	Work Included	Fee (excluding GST)	Fee (including GST)
1	Inspection & report of all common areas including garages/basement and 25% of units (7 lots).	\$10,000.00	\$11,000.00

Option 2– 50% of Units + Commons

Option	Work Included	Fee (excluding GST)	Fee (including GST)
2	Inspection & report of all common areas including garages/basement and 50% of units (15 lots).	\$15,000.00	\$16,500.00

Option 3 – 100% of Units + Commons

Option	Work Included	Fee (excluding GST)	Fee (including GST)
3	Inspection & report of all common areas including garages/basement and 100% of units (31 lots).	\$20,000.00	\$22,000.00



Additional Work

If the consultant should be required to undertake additional work or costs to the agreed services outlined in this fee proposal – Fee Proposal Clarifications, standard rates will apply according to the position of the consultant involved. These rates will be valid until 30th June 2023 when a review of the rates will be undertaken.

Position (Litigation / Building Defects)	Hourly Rate (Excluding GST)	Hourly Rate (Including GST)
Director	\$350	\$385
Senior Consultant	\$240	\$264
Consultant (Engineer/Building)	\$180	\$198
Administration	\$90	\$99
Loading - After Hours Meeting	Hourly rates + 30%	

Additional Travel

If the consultant is required to travel more than the agreed site visit(s) an additional rate of \$1.20 per kilometre will be charged and additionally any tolls and parking costs involved will also be invoiced. The overtime of the consultant's work will be incurred at the additional work rates listed above.

Additional Printing

Should the client require printing of an additional document above 30 pages a printing charge will incur of \$0.50 per sheet.

Further Additional Services

If the consultant is required to complete any further additional necessary services, the client will be invoiced the cost plus 15%.

Please note that additional costs for: Travel, Printing and Further Additional Services are not inclusive of GST.

Payment Schedule and Agreement

Please see the Fee Schedule below:

Schedule	Required Amount of Total Cost	Requirements
Invoice issued prior to inspection of residential units and common areas.	10% of the agreed lump sum fee	Paid within 7 days of receiving invoice.
Invoice issued upon completion of residential units and common area inspections.	40% of the agreed lump sum fee	Paid within 7 days of receiving invoice.
Invoice issued upon completion of the DRAFT Defects Report for residential units and common areas.	50% of the agreed lump sum fee	Paid within 7 days of receiving invoice.

Endeavour Engineering will send invoices to the client via email for services provided. Invoices will include a list of services provided, the time required per task and allocated fees associated. Regular communication will be provided via phone and email to the client regarding any additional services needed to be completed and the relevant costs involved. Payment details regarding how to pay will be included on the invoice.

It is the responsibility of the client/client's associate to:

- Let Endeavour Engineering know of any fee concerns within 7 days of receiving the invoice.
- Provide payment to Endeavour Engineering for the services provided within 14 days of receiving the invoice.

The client agrees that if payment is not provided within 14 days of receiving the invoice and no concerns have been raised within 7 days of receiving the invoice that debt collection may be arranged, and the client will be responsible for the legal costs (if required).

The Client shall remit payment for the full amount as shown on the invoice prior to release of the report from our office.

Insurance Details

Please see Endeavour Engineering's insurance details below:

Insurance	Insurer	Policy Number	Value	Expiry of Policy
Professional Indemnity	Dual	AU00015065-000	\$2,000,000	11/02/2023
Public Liability	Allianz	171AN19552CO M	\$20,000,000	11/02/2023



Terms & Conditions

1. Definitions
 - 1.1. “Contract” means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed by Endeavour Engineering Group in writing, to be supplemental to this Contract.
 - 1.2. “EE” means Endeavour Engineering Group Pty Ltd., its successors and assigns or any person acting on behalf of and with the authority of Endeavour Engineering Group Pty Ltd.
 - 1.3. “Client” means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting EE to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and: (a) if there is more than one Client, is a reference to each Client jointly and severally; and (b) if the Client is a partnership, it shall bind each partner jointly and severally; and (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and (d) includes the Client’s executors, administrators, successors and permitted assigns.
 - 1.4. “Incidental Items” means any goods, documents, reports, models, designs, drawings, sketches, product specifications or materials supplied, consumed, created or deposited incidentally by EE in the course of it conducting, or supplying to the Client, any Services.
 - 1.5. “Services” mean all Services supplied by EE to the Client at the Client’s request from time to time.
 - 1.6. “Confidential Information” means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party’s intellectual property, operational information, knowhow, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, “Personal Information” such as: name, address, D.O.B, occupation, driver’s license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
 - 1.7. “Cookies” means small files which are stored on a user’s computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client’s computer. If the Client does not wish to allow Cookies to operate in the background when ordering from the website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to ordering Services via the website.
 - 1.8. “Price” means the price payable (plus any GST where applicable) for the Services as agreed between EE and the Client in accordance with clause 6 of this Contract.
 - 1.9. “GST” means Goods and Services Tax as defined within the “A New Tax System (Goods and Services Tax) Act 1999” (Cth).
2. Acceptance
 - 2.1. The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by EE.
 - 2.2. In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
 - 2.3. Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
 - 2.4. To the discretion of EE, the Client acknowledges that the supply of Services on credit shall not take effect until the Client has completed a credit application with EE and it has been approved with a credit limit established for the account.
- 2.5. In the event that the supply of Services request exceeds the Clients credit limit and/or the account exceeds the payment terms, EE reserves the right to suspend the Services and refuse delivery.
- 2.6. Whilst EE shall exercise due care and diligence, the Client accepts that EE, its directors, employees and consultants, believe that the information provided to the Client is correct and that any calculations, estimates, conclusions or recommendations contained in any document are reasonably held or made as at the time of compilation. However, no warranty is made as the accuracy or reliability of any calculations, estimates, conclusions or recommendation (which may change with notice) or other information contained therein and, to the maximum extent permitted by law, EE disclaims all liability and responsibility for any direct or indirect loss or damage which may be suffered by any recipient through relying on anything contained therein or omitted therefrom.
- 2.7. The Client shall provide a full briefing of the scope of the Services to be provided by EE which EE may then detail within a quotation or accompanying letter. At EE’ sole discretion, commencement of the Services may not occur until a deposit (where applicable) is received as per clause 6.4.
- 2.8. The Client acknowledges and accepts that: (a) where development consent is required by council or other regulatory body, then EE shall provide documentation sufficient to meet the requirements for lodging a development application, however, such lodgement does not constitute development consent as this decision is made by the relevant council or regulatory body. Due to external influences that can impact on such decisions made by the council or other body from time to time, such





- council or other body may request further information to review with the development application which would result in an extension of the Services provided by EE and constitute a variation; and (b) the Price stated will remain fixed for an initial period of six (6) months from the date of this Contract; and (c) any design specifications, inspection certificates and/or drawings will only be released to the Client once full payment of all invoices has been received and the Client has met all obligations to EE covered under this Contract.
- 2.9. Where EE considers it appropriate to engage a third-party consultant to assist in providing specialist expertise, the Client shall not unreasonably withhold consent for such engagement and the Client also accepts that any associated costs involved with engaging such additional consultant shall be the responsibility of the Client. 2.10 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 (New South Wales), Section 14 of the Electronics Transactions (Queensland) Act 2001, or any other applicable provisions of that Act or any Regulations referred to in that Act.
3. Errors and Omissions
- 3.1. The Client acknowledges and accepts that EE shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s): (a) resulting from an inadvertent mistake made by EE in the formation and/or administration of this Contract; and/or (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by EE in respect of the Services.
- 3.2. In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of EE; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.
4. Change in Control
- 4.1. The Client shall give EE not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by EE as a result of the Client's failure to comply with this clause.
5. Exclusions
- 5.1. Unless otherwise specified in the Price, no provision has been made for any checking of EE's design by an independent Accredited Certifier ("AC") nor provide for inspections during construction by the council, other regulatory body, or an AC.
6. Price and Payment
- 6.1. All pricing, credit limits, schedule rates and charges exclude GST as per clause 6.9 and are stated in Australian Dollars.
- 6.2. At EE's sole discretion the Price shall be either: (a) as indicated on any invoice provided by EE to the Client; or (b) EE's quoted price (subject to clause 6.3) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 6.3. EE reserves the right to change the Price if a variation to EE's quotation is requested by either party. Any variation from the plan of scheduled Services or scope (including, but not limited to, any variation as a result of additional Services required due to unforeseen circumstances such as poor weather conditions, altered site conditions (including, but not limited to, ground soil types, ground water, vegetation) and limitations to accessing the site, availability of testing equipment, safety considerations including discovery of contaminants or hazardous materials) will be charged for on the basis of EE's quotation and will be shown as variations on the invoice. The Client shall be required to respond to any variation submitted by EE within five (5) working days. Failure to do so will entitle EE to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 6.4. At EE's sole discretion a non-refundable deposit may be required prior to commencement of the Services.
- 6.5. Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by EE, which may be: (a) on delivery of the Services; (b) before delivery of the Services; (c) by way of instalments/progress payments in accordance with EE' payment schedule; (d) thirty (30) days following the end of the month in which a statement is delivered to the Client's address or address for notices; (e) the date specified on any invoice or other form as being the date for payment; or (f) failing any notice to the contrary, the date which is either fourteen (14) days or seven (7) days following the date of any invoice given to the Client by EE.
- 6.6. Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and EE.
- 6.7. EE may in its discretion allocate any payment received from the Client towards any invoice that EE determines and may do so at the time of receipt or at any time afterwards. On any default by the Client EE may reallocate any payments previously received and allocated. In the absence of any payment allocation by EE, payment will be deemed to be allocated in such manner as preserves the maximum value of EE's Purchase Money Security Interest (as defined in the PPSA) in the Services.
- 6.8. The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by EE nor to withhold payment of any invoice because part of that invoice is in dispute.
- 6.9. Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to EE an amount equal to any GST EE must pay for any supply by EE under this or any other contract for providing EE's Services. The Client must pay





- GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
7. Delivery of Services
- 7.1. At EE's sole discretion delivery of the Services shall take place when: (a) the Services are supplied to the Client at EE's address; or (b) the Services are supplied to the Client at the Client's nominated address; or (c) on EE receiving and ISP acknowledgment of Delivery to the Client's nominated email address.
- 7.2. Delivery of the Services to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this Contract.
- 7.3. EE may deliver the Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 7.4. Any time specified by EE for delivery of the Services is an estimate only and EE will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Services to be supplied at the time and place as was arranged between both parties. In the event that EE is unable to supply the Services as agreed solely due to any action or inaction of the Client then EE shall be entitled to charge a reasonable fee for resupplying the Services at a later time and date.
8. Field Work
- 8.1. Access for site visits or field work are to be made during normal working hours unless otherwise agreed to prior to acceptance by the Client of any proposal or quotation submitted by EE.
- 8.2. Prior to EE commencing any work the Client must advise EE of the precise location of all underground services on the site and clearly mark the same. The underground mains and services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site or near the site that could be affected by the Services.
- 8.3. Whilst EE will take all care to avoid damage to any underground services the Client agrees to indemnify EE in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 8.2.
- 8.4. The Client acknowledges and agrees that EE shall have access to the plant and equipment on the Client's site at all times during the course of the Services.
9. Risk
- 9.1. Irrespective of whether EE retains ownership of any Incidental Items all risk for such items shall pass to the Client as soon as such items are delivered to the Client and shall remain with the Client until such time as EE may repossess the Incidental Items in accordance with clause 11.3(f). The Client must insure all Incidental Items on or before delivery.
- 9.2. EE reserves its right to seek compensation or damages for any damage, destruction or loss suffered in relation to the Incidental Items as a result of the Client's failure to insure in accordance with clause 9.1.
- 9.3. Any samples provided by the Client that require additional and/or specialist testing or repeat testing by EE shall be treated as a variance under clause 6.3 and invoiced accordingly.
- 9.4. EE shall be entitled to rely on the accuracy of any plans, reports, sample test results, specifications and other information provided by the Client or the Client's sub-contractor/s. The Client acknowledges and agrees that in the event that any of this information provided by the Client or the Client's sub-contractor/s is inaccurate, EE accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, reports, ample test results, specifications or other information.
10. Compliance with Laws
- 10.1. The Client and EE shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services including work health and safety (WHS) laws applicable to the site.
11. Title
- 11.1. EE and the Client agree that where it is intended that the ownership of Incidental Items is to pass to the Client that such ownership shall not pass until: (a) the Client has paid EE all amounts owing for the Services; and (b) the Client has met all other obligations due by the Client to EE in respect of all contracts between EE and the Client.
- 11.2. Receipt by EE of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then EE's ownership or rights in respect of the Incidental Items shall continue.
- 11.3. It is further agreed that, until ownership of the Incidental Items passes to the Client in accordance with clause 11.1: the Client is only a bailee of the Incidental Items and must return the Incidental Items to EE immediately upon request by EE; the Client holds the benefit of the Client's insurance of the Incidental Items on trust for EE and must pay to EE the proceeds of any insurance in the event of the Incidental Items being lost, damaged or destroyed; the Client must not sell, dispose, or otherwise part with possession of the Incidental Items. If the Client sells, disposes or parts with possession of the Incidental Items then the Client must hold the proceeds of sale of the Incidental Items on trust for EE and must pay or deliver the



proceeds to EE on demand. The Client should not convert or process the Incidental Items or intermix them with other goods, but if the Client does so then the Client holds the resulting product on trust for the benefit of EE and must dispose of or return the resulting product to EE as EE so directs. The Client shall not charge or grant an encumbrance over the Incidental Items nor grant nor otherwise give away any interest in the Incidental Items while they remain the property of EE; the Client irrevocably authorises EE to enter any premises where EE believes the Incidental Items are kept and recover possession of the Incidental Items.

12. Personal Property Securities Act 2009 (“PPSA”)
- 12.1. In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 12.2. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in: all Incidental Items previously supplied by EE to the Client; all Incidental Items will be supplied in the future by EE to the Client; and all the Client’s present and after acquired property being a charge, including anything in respect of which the Client has at any time a sufficient right, interest or power to grant a security interest in for the purposes of securing repayment of all monetary obligations of the Client to EE for Services – that have previously been provided and that will be provided in the future by EE to the Client.
- 12.3. The Client undertakes to: promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which EE may reasonably require to; (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii); indemnify, and upon demand reimburse, EE for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Incidental Items charged thereby; not register a financing change statement in respect of a security interest without the prior written consent of EE; not register, or permit to be registered, a financing statement or a financing change statement in relation to the Incidental Items in favour of a third party without the prior written consent of EE.
- 12.4. EE and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 12.5. The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 12.6. The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 12.7. Unless otherwise agreed to in writing by EE, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 12.8. The Client must unconditionally ratify any actions taken by EE under clauses 12.3 to 12.5.
- 12.9. Subject to any express provisions to the contrary (including those contained in this clause 12) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
13. Security and Charge
- 13.1. In consideration of EE agreeing to supply Services, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money). Endeavour Engineering Pty Ltd. – Terms & Conditions of Trade Please note that a larger print version of these terms and conditions is available from EE on request.
- 13.2. The Client indemnifies EE from and against all EE’s costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising EE’s rights under this clause.
- 13.3. The Client irrevocably appoints EE and each director of EE as the Client’s true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client’s behalf.
14. Defects, Warranties and the Competition and Consumer Act 2010 (CCA)
- 14.1. The Client must inspect EE’s Services on completion of the Services and must within seven (7) days notify EE in writing of any evident defect in the Services or Incidental Items provided (including EE’s workmanship) or of any other failure by EE to comply with the description of, or quote for, the Services which EE was to supply. The Client must notify any other alleged defect in EE’s Services or Incidental Items as soon as is reasonably possible after any such defect becomes evident. Upon such notification the Client must allow EE to review the Services or Incidental Items that were provided.
- 14.2. Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).
- 14.3. EE acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.





- 14.4. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, EE makes no warranties or other representations under these terms and conditions including, but not limited to, the quality or suitability of the Services. EE's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 14.5. If the Client is a consumer within the meaning of the CCA, EE's liability is limited to the extent permitted by section 64A of Schedule 2.
- 14.6. If EE is required to rectify, re-supply, or pay the cost of re-supplying the Services under this clause or the CCA, but is unable to do so, then EE may refund any money the Client has paid for the Services but only to the extent that such refund shall take into account the value of Services and Incidental Items which have been provided to the Client which were not defective.
- 14.7. If the Client is not a consumer within the meaning of the CCA, EE's liability for any defective Services or Incidental Items is: (a) limited to the value of any express warranty or warranty card provided to the Client by EE at EE's sole discretion; (b) otherwise negated absolutely.
- 14.8. Notwithstanding clauses 14.1 to 14.7 but subject to the CCA, EE shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of: (a) the Client failing to properly maintain or store any Incidental Items; (b) the Client using the Incidental Items for any purpose other than that for which they were designed; (c) the Client continuing to use any Incidental Items after any defect became apparent or should have become apparent to a reasonably prudent operator or user; (d) interference with the Services by the Client or any third party without EE's prior approval; (e) the Client failing to follow any instructions or guidelines provided by EE; (f) fair wear and tear, any accident, or act of God; (g) the Client not maintaining adequate and reasonable security over the site during the field work and/or the course of the Services.
15. Intellectual Property
- 15.1. Copyright of all intellectual property prepared by EE (including, but not limited to, any drawings, calculations, reports, specifications, bill of quantities and other documents ("Documentation") shall remain vested in EE, and shall only be used by the Client at EE's discretion. However, EE grants the Client a license to use this Documentation only for the agreed scope of Services, and the purpose for which they are intended, conditional upon all of the following: (a) the license applies only to the individual project to which the Documentation relates. Under no circumstances may such Documentation be used or copied without the express written approval of EE for the purpose of completing the project to which the Documentation applies to; and (b) all invoices properly due to EE have been paid in full.
- 15.2. Should the Client breach the above conditions in accordance with clause 15.1, EE shall reserve the right to: (a) rescind any license and request the return of the Documentation (in accordance with clause 11.3(f)) and any authorised copies thereof; and (b) terminate this Contract in accordance with clause 17.1.
- 15.3. The Client warrants that all designs, specifications, or instructions given to EE will not cause EE to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify EE against any action taken by a third party against EE in respect of any such infringement.
- 15.4. The Client agrees that EE may (at no cost) use for the purposes of marketing or entry into any competition, any Incidental Items which EE has created for the Client.
16. Default and Consequences of Default
- 16.1. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of the Commonwealth Bank of Australia Business Overdraft index plus two (2) percent interest per calendar month (and at EE's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 16.2. If the Client owes EE any money the Client shall indemnify EE from and against all costs and disbursements incurred by EE in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, EE's contract default fee, and bank dishonour fees).
- 16.3. Further to any other rights or remedies EE may have under this Contract, if a Client has made payment to EE, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by EE under this clause 16 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.
- 16.4. Without prejudice to EE's other remedies at law, EE shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to EE shall, whether or not due for payment, become immediately payable if: (a) any money payable to EE becomes overdue, or in EE's opinion the Client will be unable to make a payment when it falls due; (b) the Client has exceeded any applicable credit limit provided by EE; (c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
17. Cancellation
- 17.1. Without prejudice to any other remedies EE may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions EE may suspend or terminate the supply of Services to the Client. EE will not be liable to the Client for any loss or damage the Client suffers because EE has exercised its rights under this clause.





- 17.2. EE may cancel any contract to which these terms and conditions apply or cancel delivery of Services at any time before the Services are commenced by giving written notice to the Client. On giving such notice EE shall repay to the Client any money paid by the Client for the Services. EE shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 17.3. In the event that the Client cancels delivery of the Services the Client shall be liable for any and all loss incurred (whether direct or indirect) by EE as a direct result of the cancellation (including, but not limited to, any loss of profits). Any termination/cancellation fee payable shall be documented and may include costs from nominated consultants or other third parties for time spent on the Services supplied (where applicable). The Client shall provide EE with at least thirty (30) days' written notice of intention to cancel this Contract.
18. Privacy Policy
- 18.1. All emails, documents, images or other recorded information held or used by EE is Personal Information, as defined and referred to in clause 18.3, and therefore considered Confidential Information. EE acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). EE acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by EE that may result in serious harm to the Client, EE will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
- 18.2. Notwithstanding clause 18.1, privacy limitations will extend to EE in respect of Cookies where transactions for purchases/orders transpire directly from EE's website. EE agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's: (a) IP address, browser, email client type and other similar details; (b) tracking website usage and traffic; and (c) reports are available to EE when EE sends an email to the Client, so EE may collect and review that information ("collectively Personal Information") In order to enable / disable the collection of Personal Information by way of Cookies, the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via EE's website.
- 18.3. The Client agrees for EE to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by EE.
- 18.4. The Client agrees that EE may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
- 18.5. The Client consents to EE being given a consumer credit report to collect overdue payment on commercial credit.
- 18.6. The Client agrees that personal credit information provided may be used and retained by EE for the following purposes (and for other agreed purposes or required by): (a) the provision of Services; and/or (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or (d) enabling the collection of amounts outstanding in relation to the Services.
- 18.7. EE may give information about the Client to a CRB for the following purposes: (a) to obtain a consumer credit report; (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
- 18.8. The information given to the CRB may include: (a) Personal Information as outlined in 18.3 above; (b) name of the credit provider and that EE is a current credit provider to the Client; (c) whether the credit provider is a licensee; (d) type of consumer credit; (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and EE has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); (g) information that, in the opinion of EE, the Client has committed a serious credit infringement; (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 18.9. The Client shall have the right to request (by e-mail) from EE: (a) a copy of the Personal Information about





- the Client retained by EE and the right to request that EE correct any incorrect Personal Information; and (b) that EE does not disclose any Personal Information about the Client for the purpose of direct marketing.
- 18.10. EE will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- 18.11. The Client can make a privacy complaint by contacting EE via e-mail. EE will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.
19. Liability Limitations
- 19.1. Where applicable, the liability of EE where the Client is a home owner, the liability of EE shall be for a period of six (6) years for structural or major defects as defined and limited by the Home Building Act 1995 (New South Wales) or the Queensland Building and Construction Commission Act 1991.
- 19.2. Subject to clause 19.1, the maximum liability of EE under this Contract shall at no time exceed the amount of Professional Indemnity insurance cover carried by EE.
- 19.3. Except as is specified in clause 14, the liability limitations of EE, its partners, associates, and employees shall exclude any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by EE of these terms and conditions.
- 19.4. The Client agrees to indemnify EE, (including its partners, associates or employees) and any other person who may be sought to be made liable in excess of the limit of liability described in clause 19.1 in respect of any activity arising from, or connected with, this Contract in respect of any claim of whatsoever kind, that may be made by any person and any costs and expenses that may be incurred by EE.
- 19.5. The liability of EE to the Client shall expire twelve (12) months from the issue of the last invoice relevant to the particular project, unless in the meantime the Client has made a claim in writing to EE, specifying a negligent act, omission or statement said to have caused alleged loss or damage sustained or sustainable.
20. Dispute Resolution
- 20.1. If the parties fail to solve the entire dispute or fail to reach agreement on any of the matters described above within thirty (30) days (or any other period agreed in writing) from the date of the Dispute Notice, either EE or the Client may commence court proceedings, mediation or arbitration proceedings to resolve the dispute.
21. Building and Construction Industry Security of Payments Act 1999 (where applicable)
- 21.1. At EE's sole discretion, if there are any disputes or claims for unpaid Services then the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply.
- 21.2. Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.
22. Building Industry Fairness (Security of Payment) Act 2017 (where applicable)
- 22.1. At EE's sole discretion, if there are any disputes or claims for unpaid Services then the provisions of the Building Industry Fairness (Security of Payment) Act 2017 may apply.
- 22.2. Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Building Industry Fairness (Security of Payment) Act 2017 of Queensland, except to the extent permitted by the Act where applicable.
23. Service of Notices
- 23.1. Any written notice given under this Contract shall be deemed to have been given and received: (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this Contract; (c) by sending it by registered post to the address of the other party as stated in this Contract; (d) if sent by email to the other party's last known email address.
- 23.2. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
24. Trusts
- 24.1. If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any Trust ("Trust") then whether or not EE may have notice of the Trust, the Client covenants with EE as follows: the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund; (a) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. (b) The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity. (c) the Client will not without consent in writing of EE (EE will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events; (i) the removal, replacement or retirement of the Client as trustee of the Trust; (ii) any alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust property.
25. General
- 25.1. The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to





- subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 25.2. These terms and conditions and any contract to which they apply shall be governed by the laws of either New South Wales on which state the Services were provided by EE to the Client however, in the event of a dispute that deems necessary for the matter to be referred to a Magistrates or higher Court then jurisdiction will be subject to the Sutherland Local Court in the state of New South Wales in which EE has its principal place of business.
- 25.3. EE may license and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.
- 25.4. The Client cannot license or assign without the written approval of EE.
- 25.5. EE may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of EE's sub-contractors without the authority of EE.
- 25.6. The Client agrees that EE may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for EE to provide Services to the Client.
- 25.7. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, NSW Health Order restrictions or other event beyond the reasonable control of either party.
- 25.8. Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.



Fee Proposal Acceptance Letter

We accept Endeavour Engineering’s fee proposal attached and all terms and conditions involved according to which work option we select and any additional work fees if additional work is required. If additional work is required, the client will be made known to prior to the additional work being carried ahead.

Work Option Selected:

Option 1 Option 2 Option 3

Signature of Client

-----	-----
Signature	Date
-----	-----
Full Name	Phone Number

Email Address	



DEFECTS REPORT FEE PROPOSAL

SP102187- 11 MITCHELL AVENUE, JANNALI NSW 2226

SEPTEMBER 21, 2022

1 Fee Proposal

1.1 Information

Client	SP102187
Client Address	11 Mitchell Avenue, Jannali
Client Representative	Bannermans Lawyers
Attention	James Barbar
Fee Proposal #	23077

1.2 Company Summary

Noviion Engineering is a multi-disciplinary engineering firm which has expertise in the fields of Civil, Structural and Environmental Engineering. Our building group comprises of expert building consultants and remedial engineers who can facilitate the following:

- remedial building diagnostics
- act as expert witnesses
- provide structural analysis based on both drawings and the existing structure
- inspection by rope access
- façade inspection and design
- protective coating analysis
- provide specifications for remedial works
- project engineering consulting
- building code compliance

The members of Noviion Engineering are recognized by Engineers Australia, and have consulted for government bodies, commercial clients, building managers, strata managers and private clients. Our consultants have a board range of building experience and can facilitate all aspects of buildings to provide our clients an outcome of the highest standard.

1.3 Our Staff

Our staff are qualified in the following areas:

- Civil Engineering
- Structural Engineering
- Building Consulting & Surveying
- Environmental Engineering
- Environmental Science
- Engineering supervision
- Construction management

2 Scope of Services to be Provided

2.1 Expert Witness

At Noviiion Engineering we have a wide range of consultants who are able facilitate issues which may arise in legal matters. Our expert's extensive knowledge allows for the ability to provide an expert witness in the areas of building. Our engineers and building consultants provide the following legal services:

Warranty Claims	Provide a written summary for home owners submission
Expert Evidence	Legal advice and attendance at court or tribunal
Defects Report	Provide a detailed defect report suitable for litigation
Scott Schedule	Preparation of the schedule along with detailed costings
Compliance Report	Preparation of report based on NCC compliance requirements

Our team have an extensive knowledge in the relevant Australian Standards, National Construction Code of Australia, the Guide to Standards and Tolerances, other literature and guides.

2.1.1 Relevant Experience

- Church Street, Parramatta – 380 Units
- Carter Street, Lidcombe – 191 Units
- James Street, Carlingford – 140 Units
- Nijong Drive, Pemulwuy – 83 Units
- Pittwater Road, Collaroy – 30 Units
- Mactier Street, Narrabeen– 24 Units
- St Georges Crescent, Drummoyne – 6 Boutique units
- Parramatta Road, Strathfield – Common area (100-unit complex)
- Brown Street, Ashfield - BMC

2.2 Initial Building Review

A preliminary building review via desktop visit, has been conducted by Noviiion Engineering to gauge an insight of the building construction and current external condition. In addition, we have reviewed the provided strata plan to gauge the size and number of units. This preliminary analysis has been used to determine the fees to conduct the condition assessment of the building, this assessment is based on access and number of units.

2.3 Background

Noviiion Engineering has been requested to provide a general building expert witness fee proposal for the inspection and reporting of the above-mentioned building. The inspection and report will be completed in line with the NCAT (NSW Civil and Administrative Tribunal) procedural direction and Uniform Civil Procedure Expert Witness Code of Conduct, to allow the report to be submitted to court if required. It is noted that the building has been registered in 19th October 2020 and as such during our inspection we will note minor (2 years) and major defects (6 years), according to the Home Building Act and limited by discipline in accordance with the below.

2.4 Defects Report

2.4.1 Review of Building

Once engaged, our office will complete the following:

- Issue notice of inspections to the Owners Corporations appointed Representative
- Schedule inspection appointments

2.4.2 Assessment

During our inspection of the basement, common property within lots, and internal and external common areas, our engineer/s will assess, and provide inspection notes and photos of the following:

- Comment on the finishing of the building
- Failures of the protective coatings
- Extent of failures in the wet areas
- Observations for stated areas including defects
- Reason and extent of defects if any
- Recommendations on how to proceed with observations
- Referral to expert sub-consultant as required
- Client summary sheets

2.4.3 Internal inspection of units

Inspection of the unit will include a discussion with the resident to provide an understanding of the issues within the units. The inspection of internal lot areas is restricted to those items considered as common property and will be viewed by our expert consultants to provide the following:

- Assessment of moisture ingress by visual inspection and moisture testing.
- Extent of failures in wet areas
- Structural movement and cracking
- Failures of the protective coatings
- Cracking of common property finishes

2.4.4 Common area inspection

Our engineers and consultants will assess the façade and internal and external common areas to provide an accurate description of the building and subsequent assessment. The inspection will include the following:

- Exterior façade assessment
- Inspection of the common areas and basement
- Moisture ingress affecting the exterior elevations and common areas
- Structural movement and cracking
- Excludes all common property accessible through individual lots

2.4.5 Compilation of Report

Preparation of an expert report in accordance with Expert Witness Code of Conduct will be provided to meet the client requirements. The report will encompass the following:

- Expert Witness Statement
- Executive Summary
- Applicable standards
- Identification number
- Location
- Defect description
- Defect Breach in accordance with the Home Building Act, NCC and/or Australian Standard (AS) as applicable
- Loss to client due to defect
- Rectification/ Scope of works
- Photographs

2.5 Fee Schedule for Litigation Defects Report

2.5.1 Option 1 – 25% Assessment

Item	Description	Costing
1	Site inspection of 7 residential units and common areas	Included
2	Analysis and compilation of expert report	Included
Total (ex GST)		\$12,500

2.5.2 Option 1 – 50% Assessment

Item	Description	Costing
1	Site inspection of 15 residential units and common areas	Included
2	Analysis and compilation of expert report	Included
Total (ex GST)		\$15,750

2.5.3 Option 1 – 100% Assessment

Item	Description	Costing
1	Site inspection of 31 residential units and common areas	Included
2	Analysis and compilation of expert report	Included
Total (ex GST)		\$22,175

Notes

- All figures and numbers in the proposal are the total cost
- All access and travel costs are included.
- Fee does not include liaising with legal team.
- Inspection will be completed over 1,1 or 2 days; no allowance has been made for additional days
- Visual inspection only, no destructive testing
- Excludes inspection of the roof, where safe access is not provided
- External façade assessment from balconies, safely accessible roof areas and ground level

2.5.4 Assumptions

- All inspection works can be carried out during normal business hours
- No allowance has been made to meet the requirements of the Design and Building Practitioners Act (DBP Act). Any additional work required to meet the DBP's Acts requirements will be charged at our standard hourly rates which are displayed below.
- Any additional agreed works would be undertaken on our current hourly rates, noted below:

Position	Staff Hourly Rate (excluding GST)
Expert Witness	\$340
Principal Engineer	\$290
Engineer	\$220
Drafter	\$145
Administrative Support	\$105

2.6 Terms of Engagement

Our services shall be provided in accordance with the below standard terms and conditions. Once the client has read and is in agreeance with our terms and conditions, a signed copy of this fee proposal should be sent. Should you wish to discuss any part of this proposal, please don't hesitate to contact the undersigned directly for further details or information.

Yours faithfully,

Natalie Emsies

Business Development Manager

STANDARD TERMS AND CONDITIONS – CONSULTANCY SERVICES**1. Definitions**

1.1. In this Agreement:

Agreement means these Standard Terms and Conditions, any work order issued by the Owner's Agent from time to time and any relevant Proposal.

Approval means Noviiion Engineering have received instruction from the Owner or Owner's Agent to commence the Services and any necessary administrative tasks to complete these Services.

Noviiion Engineering means Noviiion Engineering Pty Ltd, ABN who has been engaged by the Owner to provide the Services.

Fee means the fee set out in the Proposal or work order or as otherwise agreed by the parties in writing.

Property means the property in relation to which the Services are to be provided.

Proposal means the scope of work and fee proposal prepared by Noviiion Engineering for provision of the Services.

Services means the services set out in the Proposal or work order or the services that the Owner or Owner's Agent requests Noviiion Engineering's to complete under written instruction or that are otherwise agreed by the parties in writing and include any reports, opinions of specifications prepared by Noviiion Engineering or acting as Representative and Project Consultant.

Representative means Noviiion Engineering's role as the Owner's agent ('Representative') during the completion of works completed under a contract between an Owner and a third party contractor.

WHS Requirements means the requirements of any legislation or advisory standard relating to workplace health and safety, including the *Work Health and Safety Act 2011 (NSW)* and the *Work Health and Safety Regulations 2017 (NSW)* and similar legislation in other States.

Owner means the owner or an occupier of the Property.

Owner's Agent means the strata manager or other manager of the Property appointed to act on behalf of or as agent of the Owner in respect of the management of the Services.

Project Consultant means Noviiion Engineering's role to provide professional advice in relation to Works being completed under an agreement between the Owner and a third party contractor.

2. Goods and Services

2.1. Noviiion Engineering will provide the Services for the benefit of the Owner:

(a) in a workmanlike manner and care in line with normal engineering practice;

(B) in accordance with this Agreement.

(c) Noviiion Engineering will attempt to issue the report or the engaged service within the specified timeframe. In the event this cannot be achieved, Noviiion engineering will advise the client.

(D) If not stated, the standard turn-around for an issuing of a report or the like is 25 business days following the inspection. Noviiion Engineering may charge a premium of 50% for a turnaround of 7 business days, following authority and approval from the client.

3. The Owner's Agent's obligations

The Owner's Agent must do all that is reasonably necessary to allow Noviiion Engineering to deliver the Services.

4. Fees and Payment

The Client must pay to NOVIION ENGINEERING the Fee and the reimbursable expenses set out in the NOVIION ENGINEERING Correspondence. The Client's representative notified to NOVIION ENGINEERING is the Client's agent for the purposes of any legislation relating to security of payment and generally under this Time for Payments

4.1. Noviiion Engineering may submit an invoice prior to the submission of the engaged services

4.2. Noviiion Engineering may submit an invoice for the completion of each line item or progress claims identified in the above fee proposal.

4.3. The Owners Agent are to raise any queries it has about the claim within 3 days after the original submission

4.4. Subject to the terms of this Agreement and the receipt of an appropriate invoice, the Owner's Agent (on behalf of the Owner) or the Owner must pay Noviiion Engineering within 14 days of submission of the invoice for Services completed.

4.5. If the Client fails to pay any part of the Fee on time, NOVIION ENGINEERING may suspend performance of the Services and recover interest at the rate of 8% per annum for the period for which payment remains outstanding.

4.6. The Client indemnifies NOVIION ENGINEERING in relation to any Loss incurred by NOVIION ENGINEERING in recovering any amount payable to NOVIION ENGINEERING including debt collection fees and legal costs on a solicitor-client basis.

4.7. Payment of Costs if Project delayed If the performance of the Services is delayed for any reason other than breach of this Contract by NOVIION ENGINEERING, the Client will pay to NOVIION ENGINEERING a reasonable amount to cover all Loss incurred or suffered by NOVIION ENGINEERING as a direct or indirect result of that delay.

4.8. To the extent that amounts payable under this Contract are not expressed to be GST inclusive, the Client will pay to NOVIION ENGINEERING an additional amount for the GST incurred by NOVIION ENGINEERING in relation to supply of the Services.

5. Litigation

5.1. If Noviiion receives any claim or is involved in any dispute that may affect the insurance or liability of the Owner's Agent or the Owner it must notify the Owner's Agent as soon as possible.

6. Indemnity

6.1. Each party must indemnify, and keep indemnified, the other party from and against:

(a) any costs, expenses, loss, liability or damage, whatever and however, whether directly or indirectly, suffered or incurred by the relevant party; and

(b) any liability whatever in respect of any action, claim, proceeding brought or threatened to be brought (including all costs and expenses which the party may suffer or incur in disputing any such action, claim or proceeding) against the party, in respect of any breach of this Agreement by the other party or any of its personnel or negligence of the other party or any of its personnel.

6.2. The indemnity in clause 6.1 does not cover any cost, expense, loss, liability or damage which results from and to the extent of:

(a) negligence or wilful misconduct by the other party or its agents or personnel;

(b) any breach by a party of this Agreement;

(c) any contributory act or omission of the other party or its agents or personnel.

7. Effect, Term and Termination

7.1. This Agreement comes into effect from when Noviiion Engineering receives Approval to provide the Services and remains in effect until Noviiion completes the Services.

7.2. Either party may terminate this Agreement following notice if:

(a) a party breaches this Agreement and fails to remedy such breach within 14 days of being notified by the other party;

(b) a party is unable to pay its debts as and when they fall due;

(c) a party enters into a scheme of arrangement or composition with its creditors; or

(d) a party is placed under management or administration or a receiver is appointed, or a winding up order is made in respect of the party.

8. Limitation of Liability

8.1. Noviiion Engineering Pty Ltd's aggregate liability in connection with this Agreement and the provision of the Services, including a claim in tort, under statute, for rectification or frustration, or like claims available under the law governing this Agreement, is limited to an amount equal to the Fee payable for provision of the Services.

8.2. Noviiion Engineering will not be liable for indirect or consequential loss or damage, loss or damage in respect of business interruption or loss of use, production, profit, income, business, contract or anticipated savings, or for any delay, financing costs or increase in operating costs or any special or, indirect loss or damage (other than arising out of death or personal injury).

(a) any Economic Loss however arising, whether under contract, in tort (including negligence), in equity, under statute or otherwise;

(b) any common exclusion from insurance cover including contamination, asbestos, toxic mould and terrorism, or any other common exclusion identified in this Contract; and

(c) use by the Client or a third party of any Noviiion Engineering Material for any purpose other than the express purpose for which it was prepared or provided by Noviiion Engineering.

9. Applicable Law

9.1. This Agreement will be governed and construed by the law of the jurisdiction in which the Property is located.

10. Copyright

10.1. Noviiion Engineering Pty Ltd retains full copyright in all reports, project documentation and other intellectual property protected by statute or common law that it creates under this Agreement.

10.2. When full payment is received by Noviiion Engineering from the Owner, Noviiion Engineering grants the Owner a license to use reports it has created for the Owner for the purposes under which Noviiion Engineering was instructed to prepare it.

11. General

11.1. The Owner must not assign any of its rights under this Agreement without the prior written approval of Noviiion Engineering.

11.2. The Owner or Owner's Agent may vary the Services at any time in writing but accepts that this may change the Fee, in which case, Noviiion Engineering will notify the Owner's Agent of the proposed new Fee. If the Owner's Agent does not agree with such proposal, Noviiion Engineering will be entitled to a reasonable adjustment to the Fee. Any change to the Services will be subject to the same terms and conditions as this Agreement. Any other variation to this Agreement must be agreed by the parties in writing.

11.3. Any provision of this Agreement which is void, illegal or otherwise unenforceable will be severed to the extent permitted by law without affecting any other provision of this Agreement.

11.4. This Agreement is the entire agreement between the parties for the Services and supersedes all previous agreements, proposals, representations, correspondence and discussions in connection with the Services.

11.5. This Agreement overrides any terms that the Owner or the Owner's Agent may provide unless expressly agreed to in writing by Noviiion Engineering.

11.6. We will ensure to the best of our ability not to damage any items during this inspection. However, Noviiion Engineering Pty Ltd will take no responsibility for any damages of property during the inspection.

Fee Proposal Acceptance

We accept Noviiion Engineering Pty Ltd Fee Proposal outlined above and agree to be bound by the Standard Terms and Conditions contained herein.

Signed by Your Authorised Person

Signature: _____

Name: _____

Company: _____

Position: _____

Date: _____

Please email complete signed agreement to Noviiion Engineering. We will in turn contact you shortly to organise the commencement of the Services.

SPECIAL LEVY SCHEDULE | SP102187 | 11 MITCHELL AVENUE, JANNALI**General Building Defect Report - \$24,392.50**

OWNER	LOT	UNIT	UOE	TOTAL_UOE	One Instalment
Aaron Caldwell	1	G01	25	1000	\$609.81
Ngairé Walls & Benjamin Shelton	2	G02	32	1000	\$780.56
Kerri-Anne Marnell	3	G03	31	1000	\$756.17
Patrick Swanson & Taylor Hill	4	G04	32	1000	\$780.56
Jake Manning & Jaimie Travers	5	G05	31	1000	\$756.17
Peter & Marilyn Paratore	6	G06	42	1000	\$1,024.49
Carly Joy Field	7	G07	24	1000	\$585.42
Malcolm & Lara Scicluna	8	101	31	1000	\$756.17
David Miljak & Sophia Lolis	9	102	32	1000	\$780.56
Bartek & Claire Marnane	10	103	30	1000	\$731.78
Joshua Cook & Sarah Pisani	11	104	30	1000	\$731.78
Jason Jeffery Riley ATF Riley Investments	12	105	30	1000	\$731.78
Mitchell Avenue Development Pty Ltd	13	106	41	1000	\$1,000.09
Talia Morphett	14	107	24	1000	\$585.42
Wei Yong Shen & Jie Lie	15	201	28	1000	\$682.99
Reginald Smedley	16	202	31	1000	\$756.17
Aaron Cunningham & Lauren Panton	17	203	31	1000	\$756.17
Xiaojing & Gengye Gu	18	204	30	1000	\$731.78
James & Emily Phipps	19	205	30	1000	\$731.78
Annette Marie Clarke	20	206	44	1000	\$1,073.27
Daniel Gersback	21	207	25	1000	\$609.81
Sonya Tomic	22	301	32	1000	\$780.56
C Koczka & S Kakavelis	23	302	33	1000	\$804.95
Michael Shea & Agnes Shea	24	303	31	1000	\$756.17
Mitchell Avenue Development Pty Ltd	25	304	31	1000	\$756.17
Lynn Baker	26	305	31	1000	\$756.17
Gary & Annette Windon	27	306	45	1000	\$1,097.66
Nichole Gayle Voroshine	28	307	25	1000	\$609.81
Phillip & Susan Price	29	401	34	1000	\$829.35
Colin & Anne Kegg	30	402	32	1000	\$780.56
Joel Hooper & Kara Hanna	31	403	52	1000	\$1,268.41
				TOTAL	\$24,392.50

EBS

C O N S U L T A N T S

bca + fire + access + defects

Project

11 Mitchell Avenue, Jannali

Fee

Building Defects Inspections and Report

Client

The Owners – Strata Plan 102187
C/- Bannermans Lawyers
Level 2, Suite 1, 65 Berry Street,
North Sydney NSW 2060
jbarbar@bannermans.com.au

Date

29 September 2022

Reference

18730-f1

Contact

Matthew Harriman
matthew@ebs.sydney
1300 300 327

INTRODUCTION

We would like to thank you for the invitation and advise that we would be pleased to participate in the above project. This fee has been prepared in accordance with your email dated 27 September 2022 .

EBS Consultants aim to be above the rest by maintaining a high level of professionalism, honesty and integrity ensuring our work is of the highest standard. Efficiency, quality and client satisfaction is paramount to our business.

Our experience and ability to provide solutions for unique situations allows us to be second to none and excel in any project no matter how complex the building is.

Our goal is to collaborate with our clients to strategically plan and coordinate every project to ensure that we achieve an unsurpassed outcome.

We specialise in both the commercial and residential sector. We offer a range of services including; Building Regulations Consultancy, AFSS Management, Construction Services, Fire Order Management, Building Defect Reports, Expert Witness Services and Defect Rectification Management.

Please find our fee proposal attached below. If you wish to engage our services for the subject property, please ensure all contact and invoicing details are completed in the fee acceptance section of this request and returned to admin@ebs.sydney.

If you have any queries or require any further information, please do not hesitate to contact the undersigned.

Sincerely,



Matthew Harriman
Director
EBS Consultants

FEE PROPOSAL

In considering our discussions and the project requirements, we have tailored the following Scope of Works specifically for your project:

- Arrange/coordinate access into the residential unit as required, an electronic booking portal will be used.
- Attend site and carry out a detailed inspection of the common property within the internal of the residential units and all other common areas of the existing building including to identify those areas where compliance is not achieved with the Deemed-to-Satisfy Provisions (DTS) of the Building Code of Australia.
- Prepare a litigation compliant report that identifies where deficiencies exist and outline a brief scope of works for the repair which would result in a satisfactory level of fire and life safety being achieved in accordance with the BCA.
- This report will be suitable for submission to a builder or developer for any claims under the Home Building Compensation Fund or Home Building Act statutory warranty periods. The report will be suitable for submission to NCAT and NSW Supreme court and will be written in accordance with the expert evidence requirements of the NSW Supreme Court and the Expert Witness Code of Conduct.
- Allow to undertake a review any documentation provided on the building including fire engineered performance solutions, the Development Consent, Fire Safety Schedule, the Construction and Occupation Certificates and various certificates of compliance. Any relevant information to be referenced within our report.
- Liaise with the owners corporation or owners representatives to clarify any of the reports content.
- Access to ceiling cavities is limited during our inspections based on the number of access panels provided within the units and common areas. Our visual inspection may be limited due to ceiling insulation, mechanical ductwork, acoustic linings sealed to the slab and service congestion. Where access panels are not provided or a visual inspection is limited, destructive investigations may be required to view the bounding walls, sprinkler coverage, fire stopping of service penetrations and construction of fire rated elements. Destructive investigations may be required at a later date.
- An allowance has been made for one (1) revision of the submitted report where additional legal advice is provided, or the review of additional building documentation provided to assist in finalising and clarifying any report matters. An allowance of three hours (3) has been made. Any additional time required to complete the review and revisions will be charged at the hourly rate nominated in the additional rates.
- Report to be provided by Matthew Harriman, Unrestricted Building Surveyor - BDC04525 (Formerly A1).

Note: The scope of work above will be subject to any variations listed in each fee price below.

Fee Prices

Price 1

Carry out an inspection of 25% of residential units (8 Lots) and all common areas including foyers and basement carpark. Prepare a litigation compliant report.

Our fixed fee for this is \$15,440.00 plus GST.

Price 2

Carry out an inspection of 50% of residential units (16 Lots) and all common areas including foyers and basement carpark. Prepare a litigation compliant report.

Our fixed fee for this is \$21,640.00 plus GST.

Price 3

Carry out an inspection of 100% of residential units (31 Lots) and all common areas including foyers and basement carpark. Prepare a litigation compliant report.

Our fixed fee for this is \$34,040.00 plus GST.

Any inspections in addition to the nominated inspection dates will be inspected on an hourly rate basis and will be charged as a variation to these stated prices.

Price 4 – Destructive Investigations

In addition to our non-invasive inspections, we provide the following additional costs for consideration should further destructive investigations be required:

EBS Personnel:

- Liaise and engage a third party contractor to cut out ceilings and walls as required.
- Attend investigations and instruct contractor accordingly.
- Undertake an inspection of ceiling spaces and walls cavities where cut outs are made.
- Update the building defects report accordingly to include investigation findings.

Our fee for this is \$375.00 per hour plus GST.

Third Party Contractor:

- Attend site and set up work area.
- Cut out ceiling and wall cavities as directed by EBS.
- Install a temporary access panel such as a snap vent.
- Construction clean and make good of work area.

Contractor rate is \$120.00 per hour plus GST.

Each access panel is charged at \$50.00 per access panel plus GST.

For budgetary purposes, allow 30 minutes per residential unit and 20 minutes per common area access panel. Roof inspections may require additional time.

Commencement / Programming

EBS Consultants may commence within 10 business days on our appointment being accepted in writing, with the works being completed within the discussed and agreed time frame.

EBS Consultants has reviewed the project requirements for this strata scheme against our current workload as at the date of this fee. The following estimated time schedule is proposed:

Acceptance of fee proposal – Within Three (3) weeks from date of issue.

Booking of inspections – One (1) week from acceptance.

Inspections

- > Two (2) week notice period to occupants.
- > Common Area Inspections: Estimate of 2 Days.
- > Unit Inspections:

25 % of Units	20 minutes per Unit	Half Day
50 % of Units	20 minutes per Unit	1 Day
100 % of Units	20 minutes per Unit	1.5 Days

- > Report prepared and issued – Six (6) weeks from inspections

The above timings will need to be finalised and suitably scheduled prior to commencement of any works as workload varies week to week.

Note: a minimum of two weeks’ notice will be given to all occupants to ensure that the required quota of units is met. Under NSW fair trading requirements, a minimum of 7 days is required to be provided to tenants.

Special Terms of Engagement

Terms of engagement are in accordance with our standard “EBS Consultants “Terms and Conditions” – Clause 10, unless otherwise superseded by this clause. As part of our engagement the client specifically agrees to pay our invoices the following invoicing structure:

- Progress Claim 1: 50% of the fee paid prior to the commencement of works once access has been arranged.
- Progress Claim 2: 30% of the fee as report preparations are made.
- Progress Claim 3: A final invoice of 20% will be issued for full payment prior to the release of any signed report. The report will be signed and released within 24 hours of payment

Payment by the Client of an invoice will be due within fourteen (14) days of receipt by the Client of the invoice.

Warranty Periods

The owner’s corporation may be subject to statutory warranty periods of two (2) or six (6) years in accordance with the Home Building Act. Further, in accordance with the Design and Building Practitioners Act 2020 (DBPA), there is a retrospective time period of 10 years to pursue the original builder/developer/subcontractor/design personnel etc.

The serving of evidence is governed by the completion dates of the building works and is to be determined by legal representatives. EBS Consultants will not determine these statutory time periods.

Where buildings are within three (3) months of the statutory time periods expiring, the client is solely responsible for serving evidence within the stipulated time periods and indemnifies EBS Consultants from all liability, costs,

expenses, loss of claim and recovery costs as a result of not serving the required evidence within these statutory time periods. EBS Consultants will endeavour to assist the client in meeting these deadlines and statutory time periods, however, all due care but no responsibility will be taken.

Acceptance of Services

The terms of engagement are to be in accordance with our terms and conditions, a copy of which is attached for your consideration. Please fill in the fee acceptance form attached herewith as a formal acceptance and agreement.

The agreed fee is to be paid in full prior to the release of any final report or as invoiced monthly.

Payment

Direct Deposit:

Account Name: Enhanced Building Services Pty Ltd

Bank: Commonwealth Bank

BSB: 062-692

Account: 3941 5664

Please quote the invoice number as a payment reference and send the remittance advice to accounts@ebs.sydney.

Variations

Where the scope of work is increased, an additional fee will be provided for consideration, unless agreed otherwise, the additional fee will be based on the extent of the works required. The client will be notified immediately or at the earliest convenience to discuss the additional works.

Limitations

- The inspection is limited to a visual inspection only.
- EBS Consultants Ltd does not test or operate any systems such as sprinklers, boosters, mechanical ventilation, smoke detection and alarm systems. Such assessment if required, would require the use of specialised installers and designers.
- The inspection will include a visual assessment of fire rated walls and fire walls where access is obtained.
- The inspection will include a visual assessment of all essential services listed on the fire safety certificate.
- The inspection will include an assessment of balustrades, egress provisions and stairways.
- The inspection will include a visual assessment of any Aluminium composite panelling identified. No identification, laboratory testing or destructive investigations is included.

Exclusions

- The inspections will be non-destructive. Access to concealed spaces will be made via any existing access points available. No destructive investigations to ceiling cavities or shafts will be made.
- This fee does not include an assessment of BCA Part D3 – Access for Persons with a Disability.
- This fee does not include an inspection of general building defects such as
 - > Water penetration.
 - > Leaking sliding doors.
 - > Leaking showers/bathrooms.
 - > Cracking in substrates including drummy render.
 - > Drummy tiles.

- This fee proposal provides for the services as outlined in the “scope of works”, attendance at any meetings as listed or additional requirements will be carried out (upon approval) at the rates specified in the attached terms and conditions.
- The scope of works as outlined above does not include the assessment or preparation of any Alternative Performance Solution as a means of compliance with the BCA.

Additional Rates

- An additional rate of \$1,550.00 plus GST will apply for a cost estimate letter prepared for the strata scheme for the sole purpose of determining a cost budget to identify which court jurisdiction the legal representatives will pursue.
- An additional rate of \$1,550.00 plus GST will apply for each affidavit signed.

The following hourly rates are applicable for additional works required:

Employee	Fee per hour (Exl. GST)
Director	\$420.00
Associate	\$350.00
Senior Building Regulations Consultant	\$300.00
Building Regulations Consultant	\$250.00
Assistant Building Regulations Consultant	\$150.00
Senior Project Manager	\$250.00
Project Manager	\$220.00
Administration	\$120.00
Conclave /Litigation / Court	
Director	\$550.00
Associate	\$455.00
Senior Building Regulations Consultant	\$390.00
Building Regulations Consultant	\$325.00
Travel time to and from Padstow NSW is billed at the appropriate hourly rate above.	

Insurances

The following insurances are implemented:

Insurance	Insurer	Policy No	Value
Professional Indemnity	Liberty Aus	MI-SY-SPC-01-161105-PI	\$2,000,000
Public Liability	Berkley Insurance Australia	OPK-83822	\$10,000,000
Workers Compensation	icare workers insurance	179713501	N/A

EBS CONSULTANTS TERMS AND CONDITIONS

1. Safety Policy

The safety policy of EBS Consultants is that all employees be provided with a safe and healthy work environment in accordance with the Work, Health and Safety Act 2017. We will provide all necessary safety equipment and clothing to complete work in a safe environment when required.

2. Confidentiality

It is a condition of our quotation that it shall remain confidential, none of its terms and conditions, including price is to be discussed with any third party without our written consent.

3. Validity

Our offer will remain open for acceptance for four (10) weeks from the date of this fee.

4. Conditions of Contract

As the conditions of contract applicable have not been referenced in your inquiry, we inform that before the acceptance of an order for the works, the conditions of contract will be this fee proposal as mutually agreed with our company.

5. Working Hours

Our offer is based on all works being carried out during a normal working week between 8:00a.m to 5:00p.m.

6. Standard of Care

EBS Consultants shall exercise reasonable skill and care in the performance of the Services in conformity with relevant and applicable professional standards. EBS Consultants does not warrant and shall not be liable for the work of subcontractors or other persons engaged by the Client.

7. Scope of Work

EBS Consultants will not make any material alteration, addition, deletion or omission from the Client's brief for the Services except if EBS Consultants is unable to carry out the relevant part of the brief for any reason, with the Client's agreement or in the case of an emergency, in which case EBS Consultants will notify the Client at the earliest opportunity.

Upon the request of EBS Consultants, the Client shall in a timely manner provide all information and documents that EBS Consultants considers necessary or of assistance for the provision of the Services.

Unless otherwise specific, Services do not include the provision by EBS Consultants of interim results or report, either verbal or written.

8. Variations

Where EBS Consultants considers that the authorised expenditure limit or duration of the Project is likely to be exceeded, EBS Consultants will inform the Client as soon as reasonably practicable. Where the scope of work is increased, an additional fee will be payable and, unless agreed otherwise, the additional fee will be based on the then current hourly rates charged by EBS Consultants.

Where project management of a stage is altered by variations and extensions of time submitted by the contractor, additional fees will be applicable.

9. Intellectual Property

Intellectual Property in all Contract Material and in all designs, concepts, products, reports and processes developed by EBS Consultants in respect of a Project, or otherwise, vests in EBS Consultants. Provided that the Client has paid to EBS Consultants all fees and expenses due to EBS Consultants under the Contract, the Client shall have the right to use the Contract Material (including copies thereof) for purposes of the Project only. The Client shall not use or disclose the Contract Material (or copies thereof) for any other purpose without the written consent of EBS Consultants.

10. Payment Terms

Subject to this clause – Payment Terms, the Client shall pay EBS Consultants the Fees for the Services as a debt due and owing without any set off.

Where the scope of the work is increased, an additional fee will be payable at the Hourly Rates unless otherwise agreed.

EBS Consultants shall provide the Client with one (1) month's written notice of any increase to the Hourly Rates.

In addition to the Fees, the Client shall pay EBS Consultants the following disbursements incurred by EBS Consultants in connection with the Project as a debt due and owing without any set off:

(a) car parking; (b) council lodgment fees; (c) courier costs; (d) NSW Fire & Rescue Application fees; (e) if set out in the Fee Proposal, travel expenses; (f) if Fees are charged at Hourly Rates, travel time at the rate set out in clause 21; and (g) any other matter set out in the Fee Disclosure or agreed to by the parties.

EBS Consultants will submit to the Client invoices for the Services either: (a) at monthly intervals or (b) upon work being completed or at EBS Consultants discretion. Payment by the Client of an invoice will be due within fourteen (14) days of receipt by the Client of the invoice, except that minor services with a cost of less than \$500 shall be payable by the Client within seven (7) days of receipt of the invoice for the service.

Should the Client fail to pay an invoice by the due date, interest will be payable by the Client at the then current overdraft rate of Commonwealth Bank up to the date thirty (30) days after the due date. If an account is unpaid after thirty (30) days, interest will be payable by the Client at a rate of 12% per annum. EBS Consultants reserves the right to cease work on the Project while any amount under the Contract is due and payable.

The Client waives its rights to dispute a debt the subject of a tax invoice issued by EBS Consultants under the Contract if it does not serve on EBS Consultants a written notice setting out the nature and reasons for the dispute within 7 days of receipt of the tax invoice, such waiver to take effect upon the expiry of the 14 days.

All fees, rates and expenses are GST exclusive unless otherwise stated in the Contract. Accordingly, where the Service is subject to the Goods and Services Tax (GST) under the *A New Tax System (Goods and Services Tax) Act 1999*, GST at the rate payable under that Act will be added and charged to the Client.

The Client agrees that it is liable for and hereby indemnifies EBS Consultants against all costs, charges, expenses, loss and damage (including but not limited to recovery costs and legal costs on an indemnity basis) incurred by EBS Consultants as a result of or in connection with the Client's breach of the Contract.

11. Approvals

The Client shall at its own cost make all necessary arrangements in regard to the issue of or obtainment of permits and access approvals, unless otherwise specific in the Contract.

12. Client Representatives

The Client shall nominate, in writing, the person or persons with the authority to act on behalf of the client for all purposes in connection with the Project. Where more than one person is nominated, the Client shall specify any limitations of the authority of designated persons.

13. Time for Completion

EBS Consultants shall perform the Services in accordance with the time frames for completion stipulated in the Fee Proposal or, if not time frames are stipulated, in a timely manner.

14. Termination

The Contract may be terminated by either party without reason upon seven (7) days' written notice to the other party.

In the event of termination of the Contract, the Client shall pay EBS Consultants all Fees and expenses payable by the Client

under the Contract incurred up to and including the date of termination upon provision of a tax invoice. If the Fees are fixed fees, the Client shall pay EBS Consultants fees for any unbilled Services that have been provided at the Hourly Rates.

15. Notices

Correspondence and notices served between the parties in connection with the Contract must be in writing and served by one of the following methods:

- (i) By prepaid mail to the last known address of the address, in which case the notice will be deemed to have been served four (4) days after postage;
- (ii) By delivering it personally to the last known address of the addressee;
- (iii) By emailing it to the last known email address of the address, in which case the notice will be deemed to have been served on the business day the email was sent, or if sent after 5.00 pm or not on a business day, on the next business day.

16. Changes in the Law

If after the date of the Fee Proposal there are any changes to the laws, by-laws, regulations or ordinances of the Commonwealth of Australia, a State or Territory of Australia or any statutory authority that directly or indirectly decreases or increases costs or reimbursable expenses incurred by EBS Consultants in the performance of the Services, then the amount payable by the Client to EBS Consultants will be decreased or increased accordingly.

17. Law of the Contract

The Contract is governed by the law of the State of NSW. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

18. Publicity

The Client must not make any press release or public statement concerning the Project without the prior written consent of EBS Consultants. The Client must not use the results of the Services performed by EBS Consultants under the Contract to promote the Client's business, goods or services or to represent, expressly or implicitly, that EBS Consultants supports or endorses the Client's business, goods or services unless EBS Consultants has given its express written consent to do so.

19. Remedies

Subject to this clause – Remedies, to the extent permitted by law, should EBS Consultants fail to exercise reasonable skill and care in the performance of the Services, EBS Consultants shall re-perform, free of charge, any part of the Services which were not provided to the standard required by the Contract provided the Client has given written notice to EBS Consultants of the failure within twenty-eight (28) days of the initial completion of the Services.

To the extent permitted by law, EBS Consultants shall not be liable for loss of earning or profit, loss of interest or any other indirect or consequential damages, loss or expense caused by or arising from its breach of contract, negligence or breach of statute. The Client expressly indemnifies EBS Consultants, its directors, officers, employees, contractors, agents and consultants from any claim or demand for any such damage, loss or expense.

20. Caveats

The Client and EBS Consultants agree that EBS Consultants will have an equitable interest in any property owned by the Client to the extent of any and all payments due and payable by the Client to EBS Consultants under the Contract.

21. Verbal Instruction

If not signed and returned to EBS Consultants, acceptance of these Terms and Conditions will be deemed to have been made by continuing instruction.

22. Liability

To the extent permitted by law, EBS Consultants liability under the Contract is limited to the extent of the Insurance Cover.

23. Asbestos

For buildings constructed prior to the 31st of December 2003, and/or in a building where asbestos has been identified, an asbestos register and asbestos management plan for the building is to be provided prior to any works being carried out.

24. Definitions and Interpretation

If any part of the Contract is invalid or unenforceable, the Contract does not include it. The remainder of the Contract continues in full force.

The Client may not assign this Deed, or any part thereof, to any person without the prior written consent of EBS Consultants. The following words are defined terms referred to in these Terms and Conditions:

“EBS Consultants” means EBS Consultants.

“Business Day” means a day that is not a Saturday, Sunday or public holiday in New South Wales.

“Client” means the entity identified as the client in the Fee Acceptance Form.

“Contract” means the agreement between EBS Consultants and the Client for the provision by EBS Consultants to the Client of the Services, comprised of these Terms and Conditions, the Fee Proposal and the Fee Acceptance Form.

“Contract Material” means all documents, equipment, software, information and data produced by EBS Consultants in the performance of the Services.

“Fees” means the fees set out in the Fee Proposal.

“Fee Acceptance Form” means the Fee Acceptance Form to which these Terms and Conditions are attached.

“Fee Proposal” means the fee proposal issued by EBS Consultants to the Client in respect of the Services.

“Hourly Rates” means the hourly rates set out in clause 21.

“Insurance Cover” means the insurance cover held by EBS Consultants set out in clause 22.

“Intellectual Property” means all rights in copyright, patents, registered and unregistered trademarks, registered designs, trade secrets, know-how, confidential information, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields. Information is not confidential if (a) it is in the public domain other than as a result of disclosure by the providing party, its directors, employees, agents, consultants or contractors in breach of these Terms and Conditions or (b) the receiving party can prove the information was known to it prior to disclosure to it by the providing party or (c) it is information that is required to disclose by an applicable law or an order of any judicial or regulatory body.

“Project” means the project or job which is the subject of the Services.

“Services” means the consultancy services relating to building, construction and design set out in the Fee Proposal and as otherwise agreed by the parties from time to time.

PROJECT FEE PROPOSAL



EAGLE FIRE + SAFETY is pleased to offer the services described in this Project Fee Proposal.

You can accept this Fee Proposal by signing the last page in the space provided, and returning the signed proposal to us. No work can commence on the project until Eagle receives the signed proposal.

1.	Fee Proposal Date:	30 September 2022
2.	Client Name:	The Owners Corporation of Strata Plan 102187 C/- Bannermans Lawyers (Contact: James Barbar)
3.	Project Site Address:	The Mitchell Apartments, 11-15 Mitchell Avenue, JANNALI NSW 2226
4.	Project Site Description:	We understand: <ul style="list-style-type: none">• the Project Site is a 5 storey rendered concrete residential building, with 31 residential units, built over a common 2 level basement car park, with plant rooms and other common areas,• the Project Site was built by Truland Development and others, and developed by Mitchell Avenue Development Pty Ltd, with construction completed by 11 November 2020, based on the issue date of final Occupation Certificate,• the Client is considering lodging general building defects claims against the builder and developer, and is also considering appointing an independent fire safety consultant to assess and report on the fire safety compliance of the Project Site with Sections C, D & E (other than D3 relating to disabled access) of the Building Code of Australia and related Australian Standards ('BCA').
5.	Project Scope of Work:	We understand the Project Scope of Work for Eagle will be broken down into the following stages: Stage 1 – Inspect Project Site & Prepare Fire Safety Defects Report: During this stage, Eagle will: <ul style="list-style-type: none">• Complete project preliminaries (3 hours allowed),• Obtain and review the following documentation listed in more detail in Section 8 below:<ul style="list-style-type: none">○ Architectural plans, and fire services and mechanical services drawings (allow 3.5 hours),○ contractor installation certification, logbooks, manuals, etc relating to the fire services (allow 3 hours),

		<ul style="list-style-type: none"> ○ Fire maintenance contractors’ defects reports and most recent annual test results relating to the Project Site’s fire services (allow 3 hours), ○ Fire Engineering Report prepared by Homes Fire, ref: 138309.FER001b, Ver B, dated 09/05/19 (allow 6 hours), ● Inspect the Project Site and assess its compliance with fire safety provisions of the BCA. Our Project Site inspection will cover: <ul style="list-style-type: none"> ○ In the alternative: <ul style="list-style-type: none"> ▪ Twenty Five percent of the townhouses (being 7 of the townhouses spread across Buildings A to E inclusive), referred to in this proposal as a ‘25% Townhouse’ inspection (4 hours allowed plus travel time for each site inspection), ▪ Fifty percent of the townhouses (being 15 of the townhouses spread across Buildings A to E inclusive), referred to in this proposal as a ‘50% Townhouse’ inspection (8 hours allowed plus travel time for each site inspection), or ▪ One Hundred percent of the townhouses (being 31 townhouses spread across Buildings A to B inclusive), referred to in this proposal as a ‘100% Townhouse inspection (15.5 hours allowed plus travel time for each site inspection), and ○ The base building fire systems, and the accessible common areas, including lift lobbies, corridors, basement car park and plant room, fire stairs, and services shafts (12 hours allowed plus travel time for each site inspection), ● Prepare and issue a draft Litigation Compliant Fire Safety Defects Report in the format detailed in Section 7 below and also prepared in accordance with the “Uniform Civil Procedure Rules 2005” Schedule 7 Expert Witness Code of Conduct (with 41 hours, 43 hours & 47 hours allowed to prepare the report for 25%, 50% or 100% Townhouse inspections respectively), ● Discuss and finalise the Litigation Compliant Fire Safety Defects Report with the Client’s lawyers (6 hours allowed). <p>Stage 2 – Support Client in Legal Claims against Relevant Parties: We understand that if our fire safety defects report identifies fire safety non-compliances in the Project Site:</p> <ul style="list-style-type: none"> ● The report may be added to the Client’s legal claim against the builder, developer, the architects, the certifier and/or other parties, including those parties’ insurers, and ● We may be instructed to prepare a Scott Schedule for the Project Site in the future, or appear for the Client as an Expert Witness in Legal Proceedings against those parties. <p>Stage 3 – Project Manage Rectification Works: Where our Fire Safety Defects Report identifies non-compliant fire safety measures in the Project Site, on request from the Client, Eagle can:</p>
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		<ul style="list-style-type: none"> • Prepare Scopes of Works, Specifications and/or drawings (as necessary) for the necessary rectification works, • Consider opportunities to develop alternative fire engineered solutions in respect of those non-compliances where rectification to meet the “Deemed to Satisfy” provisions of the BCA cannot be readily achieved, • Conduct progressive tendering of the rectification works as budgets allow. <i>Please Note:</i> Eagle uses completely independent fire contractors who have no commercial relationship or financial incentive program in place with Eagle, • Clarify tender responses as necessary, • Review quotes/tenders and make recommendations to the Client, • Conduct progress inspections of the rectification works, • Witness the testing/commissioning of rectified works, • Compile compliance certificates and contractor documentation for the rectified works, and/or • If required, lodge with the Council a Final Fire Certificate for the rectified works, with supporting compliance certificates from the contractors.
6.	Project Fees:	<p>Our fee estimate to complete the Project Scope of Work set out in Section 5 above is:</p> <p>Stage 1 – Inspect and Report on BCA Compliance of the Project Site:</p> <ul style="list-style-type: none"> • For a Litigation Compliant Fire Safety Defects Report based on: <ul style="list-style-type: none"> ○ 25% sample unit inspections – Twenty Six Thousand One Hundred Dollars (\$26,100) + GST, ○ 50% sample unit inspections – Twenty Eight Thousand Six Hundred Dollars (\$28,600) + GST, and ○ 100% sample unit inspections – Thirty Two Thousand One Hundred Dollars (\$32,100) + GST. <p>Stage 2 – Support Client in Legal Claims against Relevant Parties: To be agreed between the parties once the nature and extent of fire safety non-compliances are identified, and the Client’s additional reporting requirements are confirmed.</p> <p>Stage 3 – Project Manage Rectification Works: To be agreed between the parties once the nature and extent of fire safety non-compliances are identified, and the Client’s project management requirements are confirmed.</p> <p>Please Note: The final project fees may vary up or down depending on the actual time needed by Eagle staff to complete the work, which will depend on various factors. Eagle will give the Client prior notice if the original quoted amount will be exceeded.</p>

<p>7.</p>	<p>Format of our Fire Safety Defects Report:</p>	<p>Our Non-Litigation Compliant Fire Safety Defects Report will contain the following information:</p> <ul style="list-style-type: none"> • Introduction and background of the Project Site and the report, • Details of the Eagle personnel involved, including their specialised knowledge as fire safety experts based upon their qualifications training, study and experience, • Our inspection methodology and reporting limitations, as well as the facts and assumptions on which our opinions are based, • Details of the Project Site, together with the BCA and relevant Australian Standards applicable to the Fire Safety Systems and Measures installed in the Project Site, • A summary of the information and documentation relied on in the preparation of the report, • A tabular defects report covering: <ul style="list-style-type: none"> ○ Defects in relation to access to, and egress from, the Project Site, and ○ Defects in relation to “essential fire safety measures” (i.e. fire safety systems, equipment and components), and ○ Defects in relation to fire separation, compartmentation and protection of openings. <p>All fire safety defects will be identified:</p> <ul style="list-style-type: none"> • on a fire service by fire service basis, • on an area by area basis (using marked up site plans where necessary), • where appropriate, with supporting digital photographs, • as to the basis of the non-compliance, in terms of non-compliance with: <ul style="list-style-type: none"> ○ project drawings and specifications (where available), and/or ○ the BCA, other applicable building laws, standards and/or practices, and • with a summary of the rectification works believed to be reasonable and necessary to address the non-compliance. <p>Our Litigation Compliant Fire Safety Defects Report will contain the information on our Non-Litigation Compliant Fire Safety Defects Report summarised above, and will also be prepared in accordance with the “Uniform Civil Procedure Rules 2005” Schedule 7 Expert Witness Code of Conduct, and</p> <p>Our Litigation Compliant Fire Safety Defects Report, or Non-Litigation Compliant Fire Safety Defects Report, as the case may be, will be initially issued in “Draft” and “Subject to Legal Professional Privilege”.</p> <p>If necessary we will report and make recommendations for additional investigations that may be appropriate if compliance of hidden or concealed equipment could not be established, or if other areas of the Project Site require inspection.</p>
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		Where fire safety defects in the Project Site may be the result of poor design (as distinct from poor construction), we will further instructions from the Client and its lawyers.
8.	Project Documentation Required:	<p>To undertake and complete the Project Scope of Works, we will require as much information and documentation as may be available for the Project Site, including:</p> <ul style="list-style-type: none"> • the strata plan (copy provided), • architectural drawings, • fire services and mechanical services drawings, • the Development Consent, Construction Certificate, Occupation Certificate and accompanying Fire Safety Certificate and other related documentation, • original builder’s and their contractor’s installation certification, logbooks, manuals, etc including those relating to the fire services, • Fire Engineering Report prepared by Homes Fire, ref: 138309 FER001b, Ver B, dated 09/05/19, and any other Fire Engineering Report applicable to the Project Site, and • Fire maintenance contractors’ most recent defects reports and annual test records relating to the Project Site’s fire services. <p>The details and conclusions of our report may vary, depending on the availability of the above information.</p>
9.	General Project Assumptions:	<p>In preparing this Fee Proposal, we have assumed the following:</p> <ul style="list-style-type: none"> • The Project Site description set out in section 4 above is accurate, • We have allowed to contact the relevant parties to obtain the documents listed in Section 8 above, in the expectation those documents will be promptly made available to us upon request and free of charge, and they will be complete and accurate, • We have allowed to co-ordinate with your incumbent maintenance contractors, to obtain evidence of any defects they may have identified (in addition to their routine inspection and test results referred to in Section 8 above), which we may rely on in our assessment of compliance. • The Project Site (including the fire safety measures) is in a reasonably compliant state, such that we can complete our Project Site inspections in the timeframes nominated in Section 5. • We have allowed to inspect “accessible parts” of the common areas and townhouses. This assumes that: <ul style="list-style-type: none"> ○ Access panels are provided to gain access to concealed areas (shafts, ceiling spaces etc.) to allow inspection of construction joints, services penetrations, fire dampers/collars and the like, ○ If access panels are not installed (or are not located appropriately) inspections may not be possible, or may be restricted to the use of a ‘borescope’ which provides only limited visibility of defects. In this instance it may be necessary to remove light fittings, switches etc. Reasonable care will be taken, however Eagle will not be liable for repairs arising from removal or reinstatement,

		<ul style="list-style-type: none"> ○ If new access panels are required to allow us to effectively inspect inaccessible areas, we would have to return once access panels are installed. This is <u>likely to represent a variation to the fees we are quoting in this proposal</u>, and ○ in these instances, it is recommended that we arrange & supervise contractors to install the access panels in the correct position for us to inspect the relevant fire safety measures, ● individual exhaust systems are provided to each of the townhouses (for the kitchen, laundry and bathrooms), and those townhouses are not served by common 'base building' exhaust systems which would otherwise require fire dampers in the units, ● the common areas and townhouses to be inspected will be representative of the condition and compliance of the Fire Safety Measures throughout the Project Site, ● Suitable access will be provided during normal business hours, to the townhouses, common areas, plant rooms and the like, and that this <u>access will be coordinated by others</u>, and ● We have allowed for the townhouses inspections based on the sequential inspection of townhouses on a floor-by-floor basis. Out-of-sequence inspections may attract additional cost, if we incur lost or unproductive time.
10.	<p>Supervision and Safety of Eagle Inspections</p>	<p>Eagle staff will take reasonable care during inspections, however we require that representatives of the Client are present.</p> <p>In the case of townhouses inspections, we will require the unit resident, or their nominee (Managing Agent, neighbour etc.) to be present in order to:</p> <ul style="list-style-type: none"> ● give us access to the unit at the nominated date and time, and ● supervise our inspection. <p>If supervision is not provided for all or part of an Eagle inspection, Eagle will not accept liability for damage or other loss alleged to have arisen during our inspection.</p> <p>For safety purposes, we also require supervision when Eagle personnel use a ladder, such as to access/enter concealed spaces etc. Note that if supervision cannot be provided, there may be a need for an additional Eagle staff member to be in attendance for part of the inspection time. This may be chargeable as a project variation as detailed in Section 12.</p>

11.	Project Exclusions:	<p>Please note that we have not allowed for the following in our fee estimate:</p> <ul style="list-style-type: none"> • our professional indemnity insurance cover is subject to an external cladding exclusion, preventing us from expressing an opinion (and accepting liability to the Client) if the building's external cladding is non-compliant or non-conforming. This includes references to the external cladding in any applicable Fire Engineering Report relating to the Project Site. We are however prepared to annex to our fire safety defects report: <ul style="list-style-type: none"> ○ compliance advice on the external cladding from other suitably competent fire safety consultants, and/or ○ laboratory test reports on the combustibility of the external cladding prepared by NATA-accredited laboratories, • Any reporting of matters other than those covered by this proposal, • Review and assessment of a 2nd or subsequent Fire Engineering Reports, • The following assessments of the Project Site: <ul style="list-style-type: none"> ○ a structural assessment, ○ a design assessment of fire safety measures and systems (such as hydraulic design calculations for sprinkler and/or hydrant systems), or ○ an assessment of whether individual fire safety components, systems or materials have appropriate regulatory approval (including external cladding), • Conduct of any specialist compliance assessment (including mechanical ventilation or concealed passive measures) that may be considered necessary as a result of our initial inspection, • Organising, briefing and directing fire services maintenance contractors to conduct additional performance tests, • Preparation of a formal Scott Schedule for legal proceedings against 3rd parties, or scopes of work/specifications where the need for rectification works is identified, • Our BCA compliance report will not provide detailed recommendations or costings for rectification work, • We have allowed to issue our report, and to provide reasonable telephone advice to discuss these. However we have not allowed for Client meetings, authority negotiations or protracted additional advice that may be required by Council or others, and • The inspections, analysis or reporting becoming protracted or unexpectedly complex due to issues beyond our reasonable expectation or control.
12.	Project Variations:	<p>If you request us to undertake any activities not expressly allowed for in this Fee Proposal, we will charge for those additional activities at:</p> <ul style="list-style-type: none"> • An additional amount agreed to between the parties, or otherwise • On a time costed basis at the Hourly Rates set out in Section 17 below. <p>These amounts will become payable in addition to our originally quoted project fees.</p>

13.	Applicable Terms and Conditions:	This Fee Proposal is issued subject to the terms set out in: <ul style="list-style-type: none"> • this Project Fee Proposal, and • the attached Eagle Terms of Engagement. 		
14.	Eagle Insurances:	Eagle has policies of insurance in place for: <ul style="list-style-type: none"> • Workers Compensation, • Public Liability, and • Professional Indemnity. <p>Certificates of Currency for these insurances can be provided on request.</p>		
15.	Client Contact:			
	Name & Title:	James Barbar, Lawyer, Bannermans Lawyers		
	Phone:	9929 0226		
	Email:	jbarbar@bannermans.com.au		
16.	Eagle Contact:			
	Name & Title :	Sue Scott, Fire Safety Engineer		
	Phone:	02 9460 6366		
	Email:	sues@eaglecon.com.au		
17.	Eagle Project Team:	Name	Title	Hourly Rate
	Consultant:	Sue Scott	Fire Safety Engineer	\$310
	Other Team Members:	Ted Mereweather	Engineering Manager	\$340
18.	Accepted on behalf of the Client: (Note a person by accepting this proposal acknowledges that they are authorised by the Client to do so, and that funds are immediately available to pay the quoted fees)	Print Name:	
		Print Title:	
		Signature:	
		Date	
		Purchase Order Number/Reference	
19.	Confidentiality	This Proposal is Commercial-in-Confidence and Copyright, and may not be copied to other parties in whole or in part, without express permission of Eagle.		

SPECIAL LEVY SCHEDULE | SP102187 | 11 MITCHELL AVENUE, JANNALI**Fire Safety Defect Report - \$37,444.00**

OWNER	LOT	UNIT	UOE	TOTAL_UOE	One Instalment
Aaron Caldwell	1	G01	25	1000	\$936.10
Ngairé Walls & Benjamin Shelton	2	G02	32	1000	\$1,198.21
Kerri-Anne Marnell	3	G03	31	1000	\$1,160.76
Patrick Swanson & Taylor Hill	4	G04	32	1000	\$1,198.21
Jake Manning & Jaimie Travers	5	G05	31	1000	\$1,160.76
Peter & Marilyn Paratore	6	G06	42	1000	\$1,572.65
Carly Joy Field	7	G07	24	1000	\$898.66
Malcolm & Lara Scicluna	8	101	31	1000	\$1,160.76
David Miljak & Sophia Lolis	9	102	32	1000	\$1,198.21
Bartek & Claire Marnane	10	103	30	1000	\$1,123.32
Joshua Cook & Sarah Pisani	11	104	30	1000	\$1,123.32
Jason Jeffery Riley ATF Riley Investments	12	105	30	1000	\$1,123.32
Mitchell Avenue Development Pty Ltd	13	106	41	1000	\$1,535.20
Talia Morphett	14	107	24	1000	\$898.66
Wei Yong Shen & Jie Lie	15	201	28	1000	\$1,048.43
Reginald Smedley	16	202	31	1000	\$1,160.76
Aaron Cunningham & Lauren Panton	17	203	31	1000	\$1,160.76
Xiaojing & Gengye Gu	18	204	30	1000	\$1,123.32
James & Emily Phipps	19	205	30	1000	\$1,123.32
Annette Marie Clarke	20	206	44	1000	\$1,647.54
Daniel Gersback	21	207	25	1000	\$936.10
Sonya Tomic	22	301	32	1000	\$1,198.21
C Koczka & S Kakavelis	23	302	33	1000	\$1,235.65
Michael Shea & Agnes Shea	24	303	31	1000	\$1,160.76
Mitchell Avenue Development Pty Ltd	25	304	31	1000	\$1,160.76
Lynn Baker	26	305	31	1000	\$1,160.76
Gary & Annette Windon	27	306	45	1000	\$1,684.98
Nichole Gayle Voroshine	28	307	25	1000	\$936.10
Phillip & Susan Price	29	401	34	1000	\$1,273.10
Colin & Anne Kegg	30	402	32	1000	\$1,198.21
Joel Hooper & Kara Hanna	31	403	52	1000	\$1,947.09
				TOTAL	\$37,444.00

WHAT'S COVERED BY STRATA BUILDING INSURANCE

WHAT IS BUILDING INSURANCE

Quite simply, Strata Building Insurance protects the Owners Corporation for damage sustained to the building as a result of an Accidental or Malicious act. Common examples are;

- Fire/Arson
- Storm/Tempest
- Lightning Strikes
- Vandalism
- Vehicular Impact
- Burglary & Theft
- Glass Breakage
- Burst Pipes
- Earthquakes

A common misapprehension is that Strata Building Insurance protects the Owners Corporation for the routine maintenance items or building defects such as the repair of leaking shower trays, settlement/movement cracks in walls & ceilings or concrete cancer, unfortunately this is not the case. The easiest comparison to think of is motor vehicle insurance. You can insure your vehicle against having an accident, however you cannot insure your vehicle for wearing out. This same principle applies to Strata Building Insurance.

HOW IS AN OWNER OF A LOT PROPERTY PROTECTED?

Every Owners Corporation has a mandatory duty to insure 'the building' against accidental or malicious damage – section 160 (1), Strata Schemes Management Act 2015 (the Act).

Lot space within a strata scheme is commonly defined as;

“the cubic air-space contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor”

Under this definition the lot owner is responsible for the repair, replacement and maintenance of all building components housed within the lot, such as;

- Internal walls
- Internal doors
- Toilets, baths & basins
- Shower screens
- Built-in wardrobes
- Kitchen sinks, cabinets and bench tops
- Appliances, such as wall and bench ovens, cook tops, range hoods, hot water heaters and bathroom & laundry exhaust fans

For example, a leaking tap washer in the kitchen or leak through a shower

WHAT'S COVERED BY STRATA BUILDING INSURANCE

screen is the lot owners' responsibility to maintain. However, by virtue of the term 'the building' being included in section 160 (1), many of the building components contained within the 'lot' are protected by the mandatory Building Insurance that is taken out by the Owners Corporation.

Simply speaking these items are the lot owners' responsibility for the purposes of repair, replacement and maintenance, however they are protected by the Strata Building Insurance if damaged via an insurable event.

ARE MY CONTENTS COVERED?

No, the contents and fittings contained within your lot ARE NOT protected by the Strata Building Insurance and are specifically excluded from the policy, items such as;

- Carpets and underlay
- Floating floorboards
- Wallpaper
- Curtains and blinds
- Light fittings
- Paint work on walls & ceilings
- Wall tiles located on internal walls
- Any furnishing or personal contents
- Electrical appliances that are not hardwired into the building e.g. clothes dryers, dishwashers or microwaves

Owner-occupiers may extend the cover on their contents insurance to include the items not covered by the strata building Insurance. Most major mainstream insurers in NSW are aware of the delineation between strata building insurance and contents insurance for a strata property and are happy to extend home contents insurance to include the items listed above.

Non-resident or investor owners may take out 'Landlords Insurance' for a sufficient sum to cover the fittings of their lot. However all owners should undertake their own inquires with their insurer or insurance broker to ensure their contents are adequately protected by their contents policy

STATUTORY INFORMATION

QUORUM (CLAUSE 17, SCHEDULE 1)

1. A motion submitted at a meeting must not be considered, and an election must be held at a meeting, unless there is a quorum present to consider and vote on the motion or on the election.
2. A quorum is present at a meeting only in the following circumstances:
 - (a) If not less than one-quarter of the persons entitled to vote on the motion or election are present either personally or by duly appointed proxy.
 - (b) If not less than one quarter of the aggregate unit entitlement of the strata scheme is represented by the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election.
 - (c) If there are 2 persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election, in a case where there is more than one owner in the strata scheme and the quorum otherwise calculated under this subclause would be less than 2 persons.
3. A person who has voted, or intends to vote, on a motion or at an election at a meeting by permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.
4. If no quorum is present within the next half-hour after the relevant motion or business arises for consideration at the meeting, the chairperson must:
 - (a) Adjourn the meeting for at least 7 days, or
 - (b) Declare that the persons present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.
5. If a quorum is not present within the next half-hour after the time fixed for the adjourned meeting, the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.

RESOLUTIONS

Ordinary Resolution

A motion put to a meeting of the Owners Corporation is decided according to the majority in number of votes cast for and against the motion with each person having one vote for each lot in respect of which the person is entitled to vote.

Special Resolution

If a motion put to a general meeting of the Owners Corporation requires a special resolution*, the passing of a special resolution requires that a vote to be taken by units of entitlement and that not more than one quarter of the units of entitlement represented at the meeting and entitled to vote, vote against the motion.

Unanimous Resolution

If a motion put to a general meeting of the Owners Corporation requires a unanimous resolution*, the passing of a unanimous resolution requires that no vote to be cast against the motion.

*Such motions are clearly indicated in the form of motion.

STATUTORY INFORMATION

VOTING RIGHTS (PART 4, SCHEDULE 1)

You, or where this notice is addressed to a corporation, your company nominee, may vote at the meeting:

1. Either in person at the meeting or by duly appointed *proxy whose instrument of appointment is given to the secretary of the Owners Corporation before the commencement of the meeting;
2. Except in the case of a motion requiring a unanimous resolution, only if all contributions levied and payable on the above lot(s), and any other monies recoverable under the above Act by the Owners Corporation from you at the date of this notice, have been duly paid before the commencement of the meeting; and
3. In the case of an owner of a lot subject to a first mortgage shown on the strata roll (a priority vote), only if the mortgagee fails or neglects to exercise the voting power conferred on him by schedule 2 part 2 of the above Act.
4. Where this notice is addressed to a corporation, the company nominee voting at the meeting must be the company nominee/s specified on the section 22 notice and strata roll for the Owners Corporation. The nominee must also provide the chairperson with a written authorisation of their entitlement to vote at the meeting.
5. A power of attorney may only cast a vote at the meeting via a duly completed Proxy Appointment Form signed by the owner/s of the lot they are representing.

PRE-MEETING ELECTRONIC VOTING

Owners Corporations may allow for 'Pre-Meeting Electronic Voting' which is a means of casting a vote electronically, up to 24 hours before the commencement of a meeting.

Our office has implemented an electronic voting mechanism which is accessible via the Netstrata weblink portal established for your Strata Scheme. Owners who cannot attend a meeting or prefer to vote electronically may logon to the portal (website - <https://portal.netstrata.com.au/>) and cast a vote for the motions being considered at the meeting. There are however the following limitations as imposed in the Strata Schemes Management Regulation 2016 (Regulation 14):

1. The pre-meeting vote may have no effect where a motion is amended at a meeting;
2. A motion that is to be determined wholly by pre-meeting electronic voting may not be amended at the meeting for which the pre-meeting electronic voting is conducted;
3. A motion that is to be determined partly by pre-meeting electronic voting must not be amended at the meeting for which the pre-meeting electronic voting is conducted if the effect of the amendment is to change the subject matter of the original motion;
4. A pre-meeting vote may not be counted for the purposes of a Strata Committee election.

GENERAL MEETING INFORMATION

OFFICE LOCATION & ACCESS

Our Meeting Rooms are located above 'Hardcore Gym', pedestrian entry from 298 Railway Parade, Carlton. Parking is available at the rear of our premises and Carlton railway station from Railway Parade. Lift Access for disabled or less mobile persons is available via our rear entry with prior notification to your strata manager. The facilities at our office enable the meetings for your scheme to be conducted in a comfortable and business like environment and avoid potential W.H. & S. issues and other liabilities for your scheme.

ABOUT THE AGENDA

A synopsis of the motions to be determined at this meeting as well as the statutory requirements relating to the conduct of a general meeting are detailed in the meeting notice. Whilst they are largely self-explanatory, we urge you to read them so you are fully aware of your rights and obligations surrounding the matters to be determined.

MEETING DURATION

The duration of the meeting will largely depend on the number of motions to be determined. A simple proxy meeting (i.e. one conducted via proxy/postal vote) may only take a few minutes, whereas an Annual General Meeting usually last around 1 hour.

WHERE TO FIND OUT MORE

Copies of 'Strata Living', an owner's guide produced by NSW Fair Trading is available from the NSW Fair Trading website www.fairtrading.nsw.gov.au. Strata Living is a useful guide outlining all your rights, obligations and responsibilities of owning in and the administration of Strata Properties in NSW.

You can also find out more regarding the operation of your scheme, strata legislation and other useful information by visiting our website www.netstrata.com.au.

QUESTIONS?

We encourage your questions and feedback surrounding all aspects of the administration of your strata property, however to save time at the meeting we'd ask that any questions you may have regarding the agenda or attachments be directed to your strata manager prior to the meeting.

VOTING & ATTENDANCE

If you are unable to attend the meeting you may signal your voting via the Proxy/Voting form enclosed with the meeting notice or vote online via your owner portal at www.netstrata.com.au. Please note however only committee members may vote at committee meetings.

GENERAL DISCUSSIONS

If time permits there will be a general discussion period at the conclusion of the meeting so owners have an opportunity to raise other matters not on the agenda, however any decisions made will be limited to the delegated authority of the manager.



www.netstrata.com.au

P: 1300 638 787

admin@netstrata.com.au

Emergency (after hours): 1300 663 760

Head Office

298 Railway Parade
Carlton NSW 2218

Wollongong Office

Suite 3.03, 3 Rawson St
Wollongong NSW 2500

Sydney CBD Sales Office

Level 26, 44 Market St
Sydney NSW 2000

13 October 2022

Dear To All Owners,

RE: MINUTES OF GENERAL MEETING | STRATA PLAN NO. 102187 AT 11 MITCHELL AVENUE, JANNALI

Attached are the minutes of the recent General Meeting conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies. The payment options for your levies are detailed on the back of the levy payment notice. We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

1. DO YOU HAVE APPROPRIATE CONTENTS & LANDLORDS INSURANCE?

Although many of the elements within your lot are protected by the Strata Building Insurance, we recommend that all owners effect Contents Insurance to protect those elements of your lot that are not covered by Building Insurance.

C.H.U. Australia's leading Strata Insurance provider is now offering comprehensive Common Contents and Landlord Insurance for owners in Strata Schemes.

For a quote and simply go to our website www.netstrata.com.au and follow the prompts.

2. YOUR OWNER PORTAL

You can obtain all the pertinent information relating to your scheme via your Owner Portal at www.netstrata.com.au. From here you are able to access;

- The Minutes Book for your scheme
- The current Financial Records for your lot
- The Insurance Certificate & P.D.S. for the scheme
- Maintenance Reports
- The Financial Records for your scheme
- The By-laws for your scheme
- R.P. Data Sales and Area Profile reports
- Update your personal information

3. BY-LAWS

You will note from the minutes that several new By-laws may have been passed for your strata scheme. The details of each of these new By-laws are specified in the minutes of the meeting and it is important that you read these By-laws so you are fully aware of how they affect your lot. All other By-Laws that were registered with the strata scheme remain unchanged. Should you have any questions regarding the By-Laws please don't hesitate to contact our office.

4. INSTALLATION OF SECURITY DEVICES

The security of the strata scheme and individual apartments is of paramount importance for all owners and residents at the scheme.

NSW legislation permits all owners to undertake the installation of additional locking devices, security screens or other security devices to their windows, front doors, balcony doors and garage doors to further secure their individual apartments, villas or townhouses. However, please note, any additional locking devices must adhere to current fire safety regulations – a licensed locksmith will be able to advise such regulations.

To further assist we have developed an information guide - 'Securing your Strata Title or Community Title Property'. This guide has been prepared in conjunction with our office and the NSW Police and provides owners with several useful tips surrounding communal security. For a copy go to the news and information pages at our website www.netstrata.com.au

5. WANT TO FIND OUT MORE...?

To assist owners with the increasing complexity of strata scheme living, we offer a variety of newsletters explaining your rights and obligations of owning a strata property, including

- Building Security
- Maintenance Responsibilities
- Cleaning & Gardening Specifications
- Strata Building Insurance – How am I Covered?
- Strata Definitions
- Frequently Asked Questions

6. 24HR TRADE EMERGENCY SERVICES

Our office provides all owners with access to 24 hour Emergency Trade Services, simply call 1300 663 760 to access;

- Plumbing, Gas and Hot Water
- Glazing
- Automated Garage Doors and Security Gates
- Electrical
- Locksmiths
- Lift Breakdowns

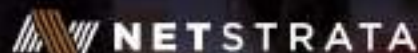
We hope this information about your strata scheme proves helpful and look forward to working with you and all owners for the common amenity of the property.

Should you have any questions or require further information regarding these or any other matters of your strata scheme please do not hesitate to contact our office.

Sincerely,
NETSTRATA
Arabella Zhang

Arabella Zhang | Direct Line: **02 8567 6415** | Email: arabella.zhang@netstrata.com.au

MINUTES OF General Meeting



Strata Plan	102187 - 11 MITCHELL AVENUE, JANNALI
Meeting date	12/10/2022
Commenced	12:38 PM
Apologies	Nil
Pre Meeting Voting	Lot 30, Lot 24
In Attendance	Lot 1, Lot 14, Lot 16, Lot 2, Lot 22, Lot 26, Lot 29, Lot 31, Lot 6
Proxies	Lot 5 appointing David Travers
Corporate Authorisation	Nil
Guests	Elizabeth Marnell, David Travers, Kayla Khamis of Bannermans Lawyers, James Barbar of Bannermans Lawyers, Albert Zhang of Mitchell Avenue Development Pty Ltd, Arabella Zhang of Netstrata
Quorum	The required Units of Entitlement were present, a quorum was formed
Chairperson	Arabella Zhang

NETWORK STRATA SERVICES PTY LTD | A.C.N. 064 030 324 | All correspondence: PO Box 265, Hurstville BC NSW 1481

HEAD OFFICE
298 Railway Parade
Carlton NSW 2218

SYDNEY CBD SALES OFFICE
Level 26, 44 Market St
Sydney NSW 2000

WOLLONGONG OFFICE
Suite 3.03, 3 Rawson Street
Wollongong NSW 2500

P 1300 638 787
E admin@netstrata.com.au
W admin@netstrata.com.au

Liability limited by a scheme approved under Professional Standards Legislation

<p>MOTION 1. Confirm Previous Minutes</p>	<p>RESOLVED</p>	<p>that the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting.</p> <p>Vote: 11 Resolve, 1 Abstain, 0 Defeat</p>
<p>MOTION 2. Engage Bannermans Lawyer as per Fee Proposal Dated 8 August 2022</p>	<p>RESOLVED</p>	<p>that the Owners Corporation will engage Bannermans Lawyers in accordance with its fee proposal dated 8 August 2022.</p> <p>Vote: 12 Resolve, 0 Abstain, 0 Defeat</p>
<p>MOTION 3. Special Levy - Fee Proposal of Bannermans Lawyers dated 08/08/2022</p>	<p>RESOLVED</p>	<p>that the Owners Corporation will raise a Special Levy for the amount of \$1,210.00 (including GST) to fund the approved fee proposal. The special levy will be divided amongst all lot owners according to Units of Entitlement and will fall due and payable in one installment on 18/11/2022.</p> <p>Vote: 12 Resolve, 0 Abstain, 0 Defeat</p>

MOTION 4.
Engage
Bannermans
Lawyers for Various
Services In Regards
To Building Defects

RESOLVED

that the owners corporation resolved to:

1. notify the scheme's insurer of the defects (to be done by the managing agent);
2. notify the builder and developer of the building defects within 6 months of becoming aware of the defects;
3. explore settlement with the builder and developer regarding building defects with a view to entering into a contract for rectification of the defects;
4. make a complaint to NSW Fair Trading regarding the building defects in the scheme for which the builder is liable;
5. appoint the Building Manager (BME Group Building Management) as the scheme's representative to attend the inspection with NSW Fair Trading and instruct the Building Manager (BME Group Building Management) to not enter into an agreement with the builder, but to permit NSW Fair Trading to issue rectification orders against the builder; and
6. subject to legal advice, commence either joint or separate proceedings against, or join to any proceedings so commenced, any or all of the following:
 - (a) the builder; and/or
 - (b) the developer;

in the NSW Civil and Administrative Tribunal, District or Supreme Court (depending upon the estimated value of the claim), as is necessary to indemnify the owners corporation for its loss or damage incurred, or to be incurred, as a result of the existence of defects in the common property;
7. engage Bannermans Lawyers in accordance with its fee proposal dated 15 August 2022 as annexed to the meeting notice to undertake the activities referred to in "Stage 1 – Preservation of rights and early withdrawal of proceedings" and "Stage 2 – Settlement at early stages of the proceedings in the event that the builder appears prepared to enter into a settlement on acceptable terms which includes commencing legal action against the builder and developer.
8. engage Bannermans Lawyers in accordance with its fee proposal dated 15 August 2022 as annexed to the meeting notice to undertake the activities referred to in "Stage 3 – Ongoing proceedings".
9. appoint the Strata Manager to provide the owners corporation's instructions to Bannermans Lawyers including instructions on the conduct and settlement of the building defects claim.
10. engage Bannermans Lawyers to obtain fee proposals to engage

		<p>relevant experts to provide a building defect report and a fire safety defect report that are litigation-compliant expert reports for the Owners Corporation's further instructions at a future General Meeting.</p> <p>Vote: 11 Resolve, 1 Abstain, 0 Defeat</p> <p>Notes: The Strata Manager further advised that additional strata administration charges will be applicable to the scheme from the financial year commencing from 01/11/2022 as per 7.8(b), 10.3, 10.4 & 10.5 of the management agreement.</p>
<p>MOTION 5. Special Levy - Stage 1 & 2 of Legal Services as per Bannermans Fee Proposal Dated 15/08/2022</p>	RESOLVED	<p>that the Owners Corporation will raise a Special Levy for the amount of \$13,200.00 (including GST) to fund the approved legal services. The special levy will be divided amongst all lot owners according to Units of Entitlement and will fall due and payable in one installment on 18/11/2022.</p> <p>Vote: 11 Resolve, 1 Abstain, 0 Defeat</p>
<p>MOTION 6. Special Levy - Stage 3 of Legal Services as per Bannermans Lawyers' Fee Proposal Dated 15/08/2022</p>	RESOLVED	<p>that the Owners Corporation will raise a Special Levy for the amount of \$39,413.00 (including GST) to fund the approved legal services. The special levy will be divided amongst all lot owners according to Units of Entitlement and will fall due and payable in one installment on 18/11/2022.</p> <p>Vote: 11 Resolve, 1 Abstain, 0 Defeat</p>

CLOSURE:

The meeting closed at

1:10 PM

Arabella Zhang

Chairperson

PROPOSED DATE FOR NEXT MEETING:

TBD

GENERAL DISCUSSION:

The representative of the original developer of the scheme - Mitchell Avenue Development Pty Ltd (owners of Lot 13 and Lot 25) - requested to be noted down as a guest at the meeting and did not vote on any motions of this meeting.



NETSTRATA

EST 1996

Notice of

General Meeting

**THE OWNERS – STRATA PLAN 102187
AT 11 MITCHELL AVENUE, JANNALI**

DATE: Wednesday 12 October 2022

TIME: 12:00 PM

VENUE: VIRTUAL MEETING ROOM

Zoom: <https://zoom.us/j/3996064770>

Or Teleconference (02) 8015 6011

Please see the covering letter for further details
on how to join the meeting.

Arabella Z. | Direct Line: 02 8567 6415 | Email: arabella.zhang@netstrata.com.au

UNDERSTANDING STRATA PROPERTY MAINTENANCE

One of the most confusing aspects of owning a lot within a Strata Scheme is understanding who is responsible for the maintenance of certain elements within the lot – an individual owner or Owners Corporation (Body Corporate)?

This debate has existed since strata schemes legislation was first inception in 1961 and has been further confused by the way in which owners and Owners Corporations' interpret the maintenance obligations for their strata schemes.

This confusion is further exacerbated because not every strata plan is the same and some Owners Corporations may pass specific resolutions or By-Laws changing or absolving the Owners Corporations maintenance responsibilities.

Briefly; generally each owner is responsible for the maintenance, repair and replacement of all those components of the building that are housed within the external walls of their unit/villa or townhouse or service only their lot (within the lot envelope). Section 106 of the Strata Schemes Management Act 2015 places a mandatory duty on the Owners Corporation to repair and maintain all elements outside of this envelope (the common property) or shared services that may pass through the unit.

In the diagram below, those areas that are generally considered to be common property or the Owners Corporations responsibility to maintain are highlighted in **BLUE**. This applies to strata schemes registered after 1 July 1974.

In this example, all the internal walls and doors are highlighted in **ORANGE** representing lot property. Other typical elements of Lot property include kitchen and bathroom cabinets and accessories, carpets, paintwork and appliances.

For a detailed list of typical lot property and common property maintenance responsibilities go to www.netstrata.com.au

When assessing the maintenance responsibilities for your scheme it is important that a detailed examination of your strata plan and by-laws be undertaken to determine the specific responsibilities associated with your property. Owners should also be familiar with any warranties that may be applicable to apparatus and building structure at their property and the limitations and application of these warranties.

UNDERSTANDING STRATA PROPERTY MAINTENANCE

The cubic airspace of the lot also extends to the balcony or courtyards and is usually defined by a notation on the Strata Plan.

Any shared apparatus, such as pipes or conduits that pass through a lot are still the Owners Corporations responsibility to maintain, even though they are contained within the lot.

These areas are known as 'Structural Cubic Space'.



Lot space within a strata scheme is commonly defined as;

“the cubic airspace contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor”.

Once a pipe or conduit enters the lot, it becomes the ‘lot owners’ responsibility to maintain if it only services that lot. Common examples include, taps and drainage pipes under sinks & vanities.

MEETING AGENDA

Apologies.

Proxies & Powers of persons present.

Determination of Quorum and Validity of meeting.

The motions to be considered are as follows:

<p>MOTION 1.</p> <p>Ordinary Resolution</p>	<p>Confirmation of Previous General Meeting Minutes</p> <p>That the minutes of the previous general meeting be confirmed as a true and accurate account of the proceedings of that meeting.</p>
<p>MOTION 2.</p> <p>Ordinary Resolution</p>	<p>Engage Bannermans Lawyer as per Fee Proposal Dated 8 August 2022</p> <p>That the owners corporation resolves to engage Bannermans Lawyers in accordance with its fee proposal dated 8 August 2022.</p> <p>For more information, please refer to page 9.</p>
<p>MOTION 3.</p> <p>Ordinary Resolution</p>	<p>Special Levy - Fee Proposal of Bannermans Lawyers dated 08/08/2022</p> <p>On the premise that Motion 2 is resolved, pursuant to Section 81(4) of the Strata Schemes Management Act 2015, that the Owners Corporation raise a Special Levy for the amount of \$1,210.00 including GST to fund the approved fee proposal.</p> <p>The special levy, if raised, will be divided amongst all lot owners according to Units of Entitlement and will fall due and payable on date(s) to be decided at the meeting.</p> <p>For more information, please refer to page 19.</p>

MEETING AGENDA

MOTION 4.

Ordinary Resolution

Engage Bannermans Lawyers for Various Services In Regards To Building Defects

That the owners corporation resolves to:

1. notify the scheme's insurer of the defects (to be done by the managing agent);
2. notify the builder and developer of the building defects within 6 months of becoming aware of the defects;
3. explore settlement with the builder and developer regarding building defects with a view to entering into a contract for rectification of the defects;
4. if the builder is licensed, make a complaint to NSW Fair Trading regarding the building defects in the scheme for which the builder is liable;
5. if the builder is licensed, appoint a representative of the Strata Committee as the scheme's representative to attend the inspection with NSW Fair Trading and instruct that person to not enter into an agreement with the builder, but to permit NSW Fair Trading to issue rectification orders against the builder; and
6. subject to legal advice, commence either joint or separate proceedings against, or join to any proceedings so commenced, any or all of the following:
 - (a) the builder; and/or
 - (b) the developer;in the NSW Civil and Administrative Tribunal, District or Supreme Court (depending upon the estimated value of the claim), as is necessary to indemnify the owners corporation for its loss or damage incurred, or to be incurred, as a result of the existence of defects in the common property.
7. The owners corporation resolves to engage Bannermans Lawyers in accordance with its fee proposal dated 15 August 2022 as annexed to the meeting notice to undertake the activities referred to in "Stage 1 – Preservation of rights and early withdrawal of proceedings" and "Stage 2 – Settlement at early stages of the proceedings in the event that the builder appears prepared to enter into a settlement on acceptable terms which includes commencing legal action against the builder and developer".
8. The owners corporation resolves to engage Bannermans Lawyers in accordance with its fee proposal dated 15 August 2022 as annexed to the meeting notice to undertake the activities referred to in "Stage

MEETING AGENDA

3 – Ongoing proceedings".

9. The owners corporation resolves to appoint a representative as the owners corporation's point of contact and representative to provide the owners corporation's instructions to Bannermans Lawyers including instructions on the conduct and settlement of the building defects claim.

10. The owners corporation resolves to engage Bannermans Lawyers to obtain fee proposals to engage relevant experts to provide a building defect report and a fire safety defect report that are litigation-compliant expert reports for the Owners Corporation's further instructions at a future General Meeting.

For more information, please refer to page 20.

MOTION 5.

Ordinary Resolution

Special Levy - Stage 1 & 2 of Legal Services as per Bannermans Fee Proposal Dated 15/08/2022

On the premise that Stage 1 (Preservation of rights and early withdrawal of proceedings) and Stage 2 (Settlement at early stages of the proceedings in the event that the builder appear prepared to enter into a settlement on acceptable terms) of Legal Services quoted by the Bannermans Lawyer as per their fee proposal dated 15/08/2022 is accepted by the Owners Corporation under Motion 4, pursuant to Section 81(4) of the Strata Schemes Management Act 2015, that the Owners Corporation raise a Special Levy for the amount of up to \$13,200.00 including GST to fund the approved legal services.

The special levy, if raised, will be divided amongst all lot owners according to Units of Entitlement and will fall due and payable on date(s) to be decided at the meeting.

For more information, please refer to page 26.

MEETING AGENDA

MOTION 6.

Ordinary Resolution

Special Levy - Stage 3 of Legal Services as per Bannermans Lawyers' Fee Proposal Dated 15/08/2022

On the premise that Stage 3 of Legal Services (Ongoing proceedings) quoted by the Bannermans Lawyer as per their fee proposal dated 15/08/2022 is accepted by the Owners Corporation under Motion 4, pursuant to Section 81(4) of the Strata Schemes Management Act 2015, that the Owners Corporation raise a Special Levy for the amount of up to \$39,413.00 including GST to fund the approved legal services.

The special levy, if raised, will be divided amongst all lot owners according to Units of Entitlement and will fall due and payable on date(s) to be decided at the meeting.

For more information, please refer to page 27.

Dated this Tuesday, September 27, 2022

Netstrata

EXPLANATION OF AGENDA ITEMS

Motion 1. Confirmation of Previous General Meeting Minutes

The minutes of your last general meeting will need to be confirmed. A copy of the previous minutes were issued to you shortly after the last general meeting, if you have not received a copy of these minutes please contact our office or you may view a copy via your owner portal at www.netstrata.com.au. If you have forgotten your username and/or password please email admin@netstrata.com.au.

Motion 2. Engage Bannermans Lawyer as per Fee Proposal Dated 8 August 2022

This motion is to ratify the decision made by the Strata Committee to engage the services of Bannermans Lawyers to provide preliminary advice on building defects.

Motion 3. Special Levy - Fee Proposal of Bannermans Lawyers dated 08/08/2022

Should Motion 2 be resolved, pursuant to Section 81(4) of the Strata Schemes Management Act 2015, the Owners Corporation is required to consider raising a Special Levy for the amount of \$1,210.00 including GST to fund the approved fee proposal.

The special levy, if raised, will be divided amongst all lot owners according to Units of Entitlement and will fall due and payable on date(s) to be decided at the meeting.

Motion 4. Engage Bannermans Lawyers for Various Services In Regards To Building Defects

The owners corporation has a mandatory obligation to repair and maintain the common property including building defects which can be varied by law. If building defects exist then another party may be held accountable to rectify or pay the loss, such as builders and developers.

There are key dates and steps required to be undertaken in order to claim for the loss or rectification. Such time limits, without limitation, range from immediately to 45 days, 12 months, 2 years, 6 years, 7 years, and 10 years, starting from different points in time. Failure to comply with these time limits may result in denial of the claim or liability or reduction in the amount otherwise ordinarily recoverable.

This motion is to ratify the decisions made by the Strata Committee to engage Bannermans Lawyers to provide various services in regards to enforcing the owners corporation's rights in regards to building defects including notifying parties, making a complaint to the Office of Fair Trading, and commencing proceedings.

Please see the attached article titled "Should New Owners Corporations Obtain Building Defects Reports?" which explains why the scheme should obtain a building defects report.

Motion 5. Special Levy - Stage 1 & 2 of Legal Services as per Bannermans Fee Proposal Dated 15/08/2022

On the premise that Stage 1 (Preservation of rights and early withdrawal of proceedings) and Stage 2 (Settlement at early stages of the proceedings in the event that the builder appear prepared to enter into a settlement on acceptable terms) of Legal Services quoted by the Bannermans Lawyer as per their fee proposal dated 15/08/2022 is accepted by the Owners Corporation under Motion 4, pursuant to Section 81(4) of the Strata Schemes Management Act 2015, the Owners Corporation is required to consider raising a Special Levy for the amount of up to \$13,200.00 including GST to fund the approved legal services.

The special levy, if raised, will be divided amongst all lot owners according to Units of Entitlement and will fall due and payable on date(s) to be decided at the meeting.

Motion 6. Special Levy - Stage 3 of Legal Services as per Bannermans Lawyers' Fee Proposal Dated 15/08/2022

On the premise that Stage 3 of Legal Services (Ongoing proceedings) quoted by the Bannermans Lawyer as per their fee proposal dated 15/08/2022 is accepted by the Owners Corporation under Motion 4, pursuant to Section 81(4) of the Strata Schemes Management Act 2015, the Owners Corporation is required to consider raising a Special Levy for the amount of up to \$39,413.00 including GST to fund the approved legal services.

The special levy, if raised, will be divided amongst all lot owners according to Units of Entitlement and will fall due and payable on date(s) to be decided at the meeting.

UNDERSTANDING STRATA **PROPERTY MAINTENANCE**



COSTS AGREEMENT AND DISCLOSURE

8 August 2022

BANNERMANS BUILDING DEFECTS ADVICE

This document is a costs agreement that discloses information about the costs of my legal services, and your rights under the *Uniform Law*.

1. Client: The Owners – Strata Plan No. 102187

2. The work I have been instructed to do is:

Stage 1 – Preliminary advice

- Review materials and documents provided by you
- Provide an advice on:
 - (a) who is liable in respect of a breach of statutory warranties;
 - (b) the timeframe within which to seek recovery of defects;
 - (c) recommended steps to do so;
 - (d) estimate of costs to take the recommended steps; and
 - (e) provide a copy of the relevant motions for consideration by the owners corporation

Please note:

- This advice only addresses subcontractors generally and does not address the specific liability of individual subcontractors.
- This advice does not address claims for product liability, negligence, misleading and deceptive conduct which can be provided upon request.
- Only a high level review and advice will be provided. The advice will be limited to matters that are materially detrimental, impose significant obligations, or are unusual or unreasonably onerous, and not advice on provisions that are relatively common and self-explanatory. Further or more detailed advice can be provided if required, however this will increase the estimate provided.

The manner in which we propose that the work be conducted is as set out above.

We have an obligation, which we take seriously, to satisfy ourselves that you understand and give consent to the proposed course of action for conduct of the matter and the proposed costs. For that purpose, we have provided the information set out above and would appreciate you letting us know whether you require any clarification of this information or require any further information.

3. Costs

3.1 The following fixed professional fee is based on the information available to me to date.



Stage 1 – Preliminary advice		
Professional fees:	\$	1,000
Charges:	\$	Nil
Expenses & Disbursements:	\$	100
<i>SUBTOTAL:</i>	<i>\$</i>	<i>1,100</i>
GST:	\$	110
TOTAL (incl GST):	\$	1,210

Note – The fee above is for a limited scope of works.

- 3.2** The above scope of works is a limited scope of works. It does not cover all of the services that will be required to satisfactorily resolve the matter. It is not possible on the limited information provided to determine the scope of works to satisfactorily resolve the matter when you take into account factors such as those below at 3.3. Hourly rates will apply if you continue to instruct me to undertake works.
- 3.3** The above fee is made on the information available to me at this time. It may change when more information is available to me. The major factors which will affect the above fee are:
- 3.3.1** the volume and quality of the information supplied to me;
 - 3.3.2** attendances performing works related to variations on instructions;
 - 3.3.3** attendances answering numerous related or unrelated queries or elaborating on issues identified;
 - 3.3.4** the conduct and strategy of the parties involved in the matter, for instance, proactive towards settlement or proactive towards delay and unreasonable denial;
 - 3.3.5** providing ongoing advice and attendances regarding settlement;
 - 3.3.6** the type of directions or orders of the Tribunal or Court or Office of Fair Trading; and
 - 3.3.7** advising and dealing with changes to the law which occur following engagement which may affect your matter.
- 3.4** You will be informed of any further changes in the fee and scope of works and for significant works, a further fee estimate will be submitted for your approval. All further fee estimates will be subject to the terms of this agreement.
- 3.5** If you terminate this agreement, the cost of the work after termination will depend upon the size of the file including the number and size of any plans, reports and other documents to be transferred to you or another solicitor. I estimate the total costs would be \$2,000 (plus 10% GST).

4. Substantial changes to disclosure

You will be informed, as soon as is reasonably practicable, of any substantial changes to anything contained or disclosed in this agreement.

5. Basis of Charging



5.1 GST

All rates, charges, expenses etc are GST exclusive unless otherwise stated. Where the service provided is subject to GST, GST of 10% will be added and charged to you.

5.2 Professional fees

I will calculate and charge you professional fees for the work I do at:

- 5.2.1 an hourly rate of : \$630.00 (plus 10% GST) = \$693.00 for the principal, partner, Special Counsel or director.
- 5.2.2 an hourly rate of : \$580.00 (plus 10% GST) = \$638.00 for a senior lawyer.
- 5.2.3 an hourly rate of : \$500.00 (plus 10% GST) = \$550.00 for an intermediate lawyer.
- 5.2.4 an hourly rate of : \$440.00 (plus 10% GST) = \$484.00 for a lawyer.
- 5.2.5 an hourly rate of: \$390.00 (plus 10% GST) = \$429.00 for a senior paralegal.
- 5.2.6 an hourly rate of : \$370.00 (plus 10% GST) = \$407.00 for a graduate.
- 5.2.7 an hourly rate of : \$300.00 (plus 10% GST) = \$330.00 for a law clerk.

These rates will be proportionately charged for work involving shorter periods less than an hour. My charges are structured in 6 minutes units. For example, the time charged for an attendance of up to 6 minutes will be 6 minutes and the time charged for an attendance between 6 and 12 minutes will be 12 minutes.

5.3 Charges

I will charge you for services I use or supply. Our rates are:

- 5.3.1 black & white photocopying & printing: \$.45 per page (plus 10% GST) = \$0.495 per page
- 5.3.2 colour photocopying & printing: \$.65 per page (plus 10% GST) = \$0.715 per page
- 5.3.3 faxes & scanning: \$.45 per page (plus 10% GST) = \$0.495 per page

5.4 Expenses & disbursements

- 5.4.1 I will incur expenses and disbursements (being money which I pay or am liable to pay) to others on your behalf. These may include search fees, enquiry fees, court filing fees, process servers, courier fees, external copying fee, witness expenses, travel expenses, transcripts, and barrister's fees.
- 5.4.2 Unless an amount or method is expressed for Expenses & Disbursements in the table at 3.1, we estimate that Expenses & Disbursements will be approximately **\$100** or less (plus GST) for property related searches and copies of dealings, and/or company related searches. If the cost of Expenses & Disbursements is likely to significantly exceed the initially estimated cost, I will inform you of these additional expenses and disbursements as well as any other payments required to be made, as soon as is reasonably practicable.

5.5 Engagement of another law practice (e.g. barrister)

I may need to engage, on your behalf, the services of another law practice to provide specialist advice or services, including advocacy services, or to act as my agent. I will consult you as to the terms of that law practice's engagement. You may be asked to enter into a costs agreement directly with that law practice. The law practice engaged by me will disclose costs in a similar manner, I will disclose those costs to you or provide an estimate of those costs.

5.6 Work after termination of this agreement



5.6.1 If this agreement is terminated prior to the completion of the work, I will charge you for my reasonable professional fees and charges for work done, and for expenses and disbursements incurred, after the date of termination, in reviewing, organising and transferring the papers and documents to which you or your authorised representative are entitled to. That will include any costs of making photocopies, scanning and handling copies of papers and documents for retention by me for prudent commercial and professional reasons.

5.6.2 I will charge you for the work done after termination of the agreement in accordance with the fees, charges, expenses and disbursements set out in paragraphs 5.1 – 5.4 of this costs agreement.

5.7 Increases in rates for fees and charges

I may increase the rates for fees and/or charges in clauses 5.2 and/or 5.3 above to reflect legal profession market rates for fee and charges at any time but not more than once a year. If I intend to increase any or all of the rates, I will advise you of the increase/s in writing prior to the increase/s taking effect.

5.8 Interest on unpaid costs

If any amount due is not paid within 30 days of the relevant invoice being provided to you, I may charge you interest on any unpaid amount from the time 30 days after the relevant invoice is sent to you. If I elect to charge you interest on any unpaid amount, I will do so in accordance with the *Legal Profession Uniform Law (NSW)*, i.e. at the rate 2% above the rate specified by the Reserve Bank of Australia from time to time as the Cash Rate Target.

6. Invoicing and payment arrangements

6.1 Invoicing costs to you

Normally I will invoice you for work done to the end of each calendar month. However, I may invoice you at any time during each month once the costs exceed \$1,000 plus 10% GST or the work is completed.

6.2 Trust account money management

I will require you to pay money into my trust account for ongoing costs as requested from time to time during the course of your matter.

I will endeavour to provide you with an update of the estimated costs in accordance with my legal professional obligations, and I will endeavour to give you advice on the money I anticipate you will be required to pay into my trust account as the matter progresses.

I am not required to continue to do the work if you do not pay the full amount of the requested money into my trust account after my request to you.

6.3 My trust account details are:

Bank:	Commonwealth Bank of Australia
Account Name:	Bannermans Lawyers Law Practice Trust Account
BSB No:	062 217
Account No:	10523286

6.4 Payment of my invoices



I ask that you examine each invoice carefully as soon as you receive it. Each invoice will advise you of the money held on your behalf in my trust account which will be used to pay the invoice. I will pay the invoice with money held on your behalf in my trust account at any time from 7 days after sending the invoice to you.

If the money held on your behalf in my trust account is insufficient to pay the full amount of any invoice issued to you, you must pay the shortfall amount into my general account within 14 days of the invoice being sent to you. If you do not, I am not required to continue the work for you and may terminate this agreement.

I will endeavour to resolve any issues you may have with my costs as quickly as possible in accordance with the provisions of the *Uniform Law* and this agreement.

I may not continue to do the work for you if there are any unresolved costs issues.

7. Progress reports

You may request:

- 7.1** Written reports on the progress of your matter at reasonable intervals. My normal basis of charging applies for this service.
- 7.2** A written report on the legal costs incurred since my last invoice issued to you. I will provide that without charge. You may also request an invoice at any time.

8. Persons responsible for the work

David Bannerman will be responsible for the work carried out under this agreement and further fee disclosures issued in accordance with this agreement. You may contact him regarding your matter and your legal costs. Other persons will assist him from time to time with the conduct of your matter and will generally carry out most of the work. Please see the charge out rates disclosed at clause 5.2 above.

9. Costs in Court proceedings

- 9.1** If legal proceedings are commenced on your behalf, the other parties may be ordered to pay some or all of your costs of the proceedings as assessed or agreed. This sum will not cover the whole of your legal costs due to me.
- 9.2** It is possible that the court may make an order that you pay some or all of the other parties' costs of the proceedings as agreed or assessed if, for example, you lose the case or do not accept a reasonable settlement offer. Such costs would be payable by you to the other parties in addition to the costs payable to me under this agreement.
- 9.3** If you are **successful** in the litigation, the following is my estimate of the percentage of your costs incurred that you would be entitled to recover under a costs order in your favour:
 - 9.3.1** For costs incurred prior to hearing: 50%-75% of your GST exclusive costs paid under this agreement costs plus 80% of your GST exclusive expert costs.
 - 9.3.2** For costs incurred during hearing: 70%-90% of your GST exclusive costs paid under this agreement plus 90%-100% of your GST exclusive expert costs during the hearing.

Please note that you may be entitled to recover costs from another party but be unable to do so if the other party cannot pay its liability.



- 9.4** Costs are generally in the discretion of the judge or NCAT member, and therefore may not always be awarded in your favour even if you are successful in the case. In our experience NCAT members are sometimes not prepared to award costs to a successful applicant particularly when they have made an order for the builder to return to site to rectify defects.
- 9.5** If you are **unsuccessful** in the litigation you may be ordered to pay some or all of the other parties' costs as agreed or assessed. The sums given below are merely **estimates**, and based on my estimate of what the other party's law practice may charge.
- 9.5.1** costs prior to hearing: assuming the other parties' costs and expert expenses are similar to your legal costs and expert costs, 50%-75% plus 80% expert costs which would normally be similar to your costs for the duration of the matter prior to hearing (typically and depending upon the size and complexity of the matter, say \$20,000 - \$100,000 plus expert costs, influenced by factors as identified in clause 3.3 above).
- 9.5.2** costs during hearing: assuming the other parties' costs and expert expenses are similar to your legal costs and expert costs, 70%-90% of the costs plus 90%-100% expert costs which would normally be similar to your costs during hearing (typically say \$5,000 to \$10,000 plus expert costs per day of the hearing, influenced by the factors identified in clause 3.3 above).
- 9.6** If **settlement** of your claim is being negotiated, I will provide you before settlement with:
- 9.6.1** a reasonable estimate of my costs that will be payable by you at the anticipated time of settlement;
- AND**
- 9.6.2** a reasonable estimate of the costs you would obtain from the other parties on settlement;
- OR**
- 9.6.3** a reasonable estimate of the costs you may have to pay the other parties on settlement.

OR

Costs in Mediation

In Strata and Community Schemes matters there is no power to make orders for costs in relation to mediation at the Office of Fair Trading.

Costs in Tribunal Proceedings

Typically in Tribunal proceedings, each party will pay their own costs.

The Tribunal may award costs where it is satisfied there are 'special circumstances' to award costs. Special circumstances include such things as if the Tribunal deems the matter is frivolous, vexatious, misconceived or lacking in substance, whether a party has conducted the proceedings in a way that has disadvantaged another party to the proceedings, the relative strength of each party's claim and the nature and complexity of the proceedings.

The Tribunal may also award costs in the absence of special circumstances where:



- (i) the amount claimed or in dispute is between \$10,000 – \$30,000 and the Tribunal has deemed that a party has conducted the proceedings in such a way that unreasonably disadvantages the other party; or
- (ii) the amount claimed or in dispute is more than \$30,000.

In circumstances where costs are awarded, the Tribunal has the discretion to determine to what extent costs of the proceedings are awarded. This may be solely in relation to the costs of or incidental to the costs of the Tribunal proceedings.

Costs in Penalty Proceedings

The Tribunal may also make an order for the payment of costs when making an order requiring the payment of a penalty.

Section 104 of the *Strata Schemes Management Act 2015*

If the owners corporation is unsuccessful in proceedings, the effect of Section 104 of the Act provides that the scheme will need to raise a special levy to pay for the costs of the proceedings excluding the successful party from the need to contribute to those costs.

10. Termination of this agreement

10.1 I will not continue to do the work if:

- 10.1.1** You fail to pay any of my invoices; or
- 10.1.2** You fail to pay money into my trust account as requested; or
- 10.1.3** You fail to provide me with adequate instructions within a reasonable time; or
- 10.1.4** You provide instructions to me that are deliberately false or misleading; or
- 10.1.5** You fail to accept an offer of settlement which I think is reasonable; or
- 10.1.6** You fail to accept advice I (or counsel) give you; or
- 10.1.7** You engage another law practice to advise you on this matter without my consent; or
- 10.1.8** If I have a conflict of interest; or
- 10.1.9** You indicate to me that I have lost your confidence; or
- 10.1.10** For any other just cause.

10.2 If I intend to terminate this agreement, I will do so by giving you at least seven (7) days' notice in writing of when the agreement will be terminated. That notice will advise the grounds upon which I intend to terminate this agreement. The agreement will then be terminated on the date advised in my notice unless I first withdraw the notice.

10.3 You may terminate this agreement at any time by advising me in writing that you are terminating the agreement.

10.4 **Costs and document retention on termination of this agreement:**



- 10.4.1** You will be required to pay my professional fees and charges for work done, and for expenses and disbursements incurred, up to the date of termination subject to your right to a cost assessment.
- 10.4.2** For lump sum fee matters, you must pay the part of my lump sum fee that I reasonably estimate has been incurred in respect of the legal services provided to you up to the date of termination, plus charges, expenses and disbursements, subject to your right to a costs assessment.
- 10.4.3** You will be liable to pay my costs, charges, expenses and disbursements whether or not any other party has to pay some or all of your costs.
- 10.4.4** You will also be required to pay my professional fees and charges for work done, and for expenses and disbursements incurred, after the date of termination, incurred in reviewing, organising and transferring to you or your authorised representative, the papers and documents to which you are entitled. This includes any costs of making photocopies, scanning and handling copies of papers and documents for retention by me for prudent commercial and professional reasons.
- 10.4.5** Subject to clause 10.4.6 below, I will retain any papers and documents to which you are entitled until you authorise me in writing to release the papers and documents to you or your authorised representative. If you do not provide such written authority to me within 28 days of the date of termination of this agreement by me, I will deal with any papers or documents to which you are entitled in accordance with clauses 11.1-11.4 below.
- 10.4.6** Subject to the *Legal Profession Uniform Law Australian Solicitors' Conduct Rules 2015*, I am entitled to and will retain possession of your papers and documents while there is money owing to me for my charges, disbursements and expenses, until my costs are paid or until satisfactory security for my costs is made.

11. Retention of your documents

Upon completion of the matter or the termination of this agreement:

- 11.1** I will forward original deeds, reports, folio identifiers and contracts to you at the completion of the work.
- 11.2** I will convert any papers or documents to which you are entitled, but leave in my possession, into electronic format unless you direct me otherwise in writing within 21 days of my invoice to you for the completion of all other work.
- 11.3** Except as stated below, I will destroy the papers and documents to which you are entitled by using a secure document destruction method once the electronic copy is completed unless you direct me otherwise in writing within 21 days of the date that my final invoice is issued to you.
- 11.4** I will retain the electronic file(s) for at least seven (7) years on the basis that I have your authority to destroy the electronic file at any time from seven years after the date that my final invoice is issued to you.

12. Privacy Protection

Personal Information as defined under the *Privacy Amendment (Private Sector) Act 2000 (Privacy Act)* about you provided to me by you and other sources, is protected under the Privacy Act. Disclosure of such information may be compelled by law. You also authorise me to disclose such information where necessary to others in furtherance of your claim/matter.



13. Incorporation

During the term of this agreement, I may incorporate Bannermans Lawyers and trade under the name Bannermans Lawyers Pty Ltd ACN 143 604 933. The provisions of this costs agreement will remain the same except as advised and agreed by the parties. I will advise you prior to the incorporation and advise you of any other proposed changes. You may be asked to enter into a costs agreement with Bannermans Lawyers Pty Ltd.

14. Copyright

I retain ownership of any copyright in any copyright materials created by me or on my behalf in the course of carrying out work for you. I grant you an irrevocable non-transferable licence to use any copyright materials for the purpose for which they were created.

15. Applicable law

The law of NSW applies to all matters arising in respect of this agreement.

16. Acceptance of this offer

If you accept this offer you will be regarded as having entered into a costs agreement. This means you will be bound by the terms and conditions set out in this document, including being invoiced in accordance with it. Acceptance may be by any one of the following ways:

16.1 signing and returning a copy of this document; and/or

16.2 payment of money into my trust account for any anticipated costs; and/or

16.3 providing instructions to me or someone else in my office after receiving this document; and/or

16.4 oral acceptance.

17. Electronic Communications

You acknowledge receipt of and accept this fee proposal and:

17.1 You consent to the provision of any information or documents required to be in writing, including the information disclosed in this fee proposal, invoices and any correspondence, statement of claim or other documents relating to recovery of unpaid invoices, by means of electronic communication, using the e-mail address specified below or such other e-mail address as you may advise or use in communications with me.

lynn.baker@outlook.co.nz

17.2 You consent to any document required to be signed, including this fee proposal and invoices, being signed by means of digital signature.

17.3 You acknowledge that this fee proposal and any further communications from me are important communications and will store them in an appropriate manner so that they are readily available for reuse.

18. Recovery of Costs

The *Uniform Law* provides that we cannot take action for recovery of legal costs until 30 days after a tax invoice (which complies with the *Uniform Law*) has been given to you.



19. Your rights

It is your right to:

- 19.1** negotiate a costs agreement with us;
- 19.2** negotiate the method of billing (e.g. task based or time based);
- 19.3** request and receive an itemised bill within 30 days after a lump sum bill or partially itemised bill is payable;
- 19.4** seek the assistance of the designated local regulatory authority (the NSW Commissioner) in the event of a dispute about legal costs;
- 19.5** be notified as soon as is reasonably practicable of any substantial change to any matter affecting costs;
- 19.6** accept or reject any offer we make for an interstate costs law to apply to your matter; and
- 19.7** notify us that you require an interstate costs law to apply to your matter.

If you request an itemised bill and the total amount of the legal costs specified in it exceeds the amount previously specified in the lump sum bill for the same matter, the additional costs may be recovered by us only if:

- 19.8** when the lump sum bill is given, we inform you in writing that the total amount of the legal costs specified in any itemised bill may be higher than the amount specified in the lump sum bill; and
- 19.9** the costs are determined to be payable after a costs assessment or after a binding determination under section 292 of the Uniform Law.

Nothing in these terms affects your rights under the Australian Consumer Law.

20. Dispute in relation to legal costs

If you have a dispute in relation to any aspect of our legal costs you have the following avenues of redress:

- 20.1** in the first instance we encourage you to discuss your concerns with us so that any issue can be identified and we can have the opportunity of resolving the matter promptly and without it adversely impacting on our business relationship;
- 20.2** you may apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs. This application must be made within 12 months after the bill was provided or request for payment made or after the costs were paid.

SIGNED	(CLIENT)
DATED	

SPECIAL LEVY SCHEDULE | SP102187 | 11 MITCHELL AVENUE, JANNALI**Bannermans Lawyers Fee Proposal dated 08/08/2022 - \$1,210.00**

OWNER	LOT	UNIT	UOE	TOTAL_UOE	One Instalment
Aaron Caldwell	1	G01	25	1000	\$30.25
Ngairé Walls & Benjamin Shelton	2	G02	32	1000	\$38.72
Kerri-Anne Marnell	3	G03	31	1000	\$37.51
Patrick Swanson & Taylor Hill	4	G04	32	1000	\$38.72
Jake Manning & Jaimie Travers	5	G05	31	1000	\$37.51
Peter & Marilyn Paratore	6	G06	42	1000	\$50.82
Carly Joy Field	7	G07	24	1000	\$29.04
Malcolm & Lara Scicluna	8	101	31	1000	\$37.51
David Miljak & Sophia Lolis	9	102	32	1000	\$38.72
Bartek & Claire Marnane	10	103	30	1000	\$36.30
Joshua Cook & Sarah Pisani	11	104	30	1000	\$36.30
Jason Jeffery Riley ATF Riley Investments	12	105	30	1000	\$36.30
Mitchell Avenue Development Pty Ltd	13	106	41	1000	\$49.61
Talia Morphett	14	107	24	1000	\$29.04
Wei Yong Shen & Jie Lie	15	201	28	1000	\$33.88
Reginald Smedley	16	202	31	1000	\$37.51
Aaron Cunningham & Lauren Panton	17	203	31	1000	\$37.51
Xiaojing & Gengye Gu	18	204	30	1000	\$36.30
James & Emily Phipps	19	205	30	1000	\$36.30
Annette Marie Clarke	20	206	44	1000	\$53.24
Daniel Gersback	21	207	25	1000	\$30.25
Sonya Tomic	22	301	32	1000	\$38.72
C Koczka & S Kakavelis	23	302	33	1000	\$39.93
Michael Shea & Agnes Shea	24	303	31	1000	\$37.51
Mitchell Avenue Development Pty Ltd	25	304	31	1000	\$37.51
Lynn Baker	26	305	31	1000	\$37.51
Gary & Annette Windon	27	306	45	1000	\$54.45
Nichole Gayle Voroshine	28	307	25	1000	\$30.25
Phillip & Susan Price	29	401	34	1000	\$41.14
Colin & Anne Kegg	30	402	32	1000	\$38.72
Joel Hooper & Kara Hanna	31	403	52	1000	\$62.92
				TOTAL	\$1,210.00

15 August 2022

Our ref: DB:DC:KK:JSB:SP102187:16492
Your ref: Lynn Baker

Principal: **David Bannerman**
dbannerman@bannermans.com.au

Contact: James Barbar
jbarbar@bannermans.com.au

The Secretary
The Owners - Strata Plan No. 102187
c/- Netstrata
lynn.baker@outlook.co.nz
BY EMAIL

Dear Secretary

SP102187 | BUILDING DEFECTS CLAIM | 11-15 MITCHELL AVENUE, JANNALI 2226 | #16492

This further fee estimate is further to my costs agreement and disclosure of 8 August 2022.

1. The work I have been instructed to do is:

Stage 1 – Preservation of rights and early withdrawal of proceedings

- Obtain relevant construction documents from builder, private certifier, and/or Council
- Review materials and documents provided by you or obtained from other parties
- Commence proceedings in the Tribunal against the builder for breach of statutory warranties under Home Building Act
- Attend first directions hearing
- Report to the owners corporation on developments and any estimated future costs
- Withdraw the proceedings if the general meeting does not resolve to maintain those proceedings within 7 weeks

Please note:

- This advice only addresses subcontractors generally and does not address the specific liability of individual subcontractors.
- This advice does not address claims for product liability, negligence, misleading and deceptive conduct which can be provided upon request.
- Only a high level review and advice will be provided. The advice will be limited to matters that are materially detrimental, impose significant obligations, or are unusual or unreasonably onerous, and not advice on provisions that are relatively common and self-explanatory. Further or more detailed advice can be provided if required, however this will increase the estimate provided.

Stage 2 – Settlement at early stages of the proceedings in the event that the builder appears prepared to enter into a settlement on acceptable terms

- Review expert reports
- Brief the scheme's expert on the requirements for its report and attendances regarding required amendments
- Seek to adjourn the proceedings to allow time to explore suitable settlement arrangements, which would include:
 - (a) communication with the builder
 - (b) finalising a list of defects as agreed by the parties' experts
 - (c) reporting to the owners corporation
 - (d) attend half day settlement meeting



OFFICE
Suite 702, 2 Elizabeth Plaza
NORTH SYDNEY NSW 2060

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NORTH SYDNEY NSW 2059
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- (e) draft and finalise terms of suitable agreement which may include the builder returning to rectify works, certifications, insurance, new warranties, etc
- (f) provide motions to enter into an agreement for the owners corporations' approval, and
- (g) attend to signing and exchanging the agreement.

Please note, this excludes invalid extension of the warranty periods

Stage 3 – Ongoing proceedings

- o Brief the schemes' experts on the requirements for its report and attendances regarding required amendments
- o Finalise and file evidence
- o Attend further directions hearing
- o Review evidence in reply
- o Arrange expert conclave
- o Prepare evidence in reply
- o Prepare for hearing to obtain orders for rectification/repair and payment of legal and expert costs
- o Attend hearing in NCAT
- o Report to the owners corporation

Please note, this advice does not address the liability of subcontractors which can be provided upon request.

The manner in which we propose that the work be conducted is as set out above.

We have an obligation, which we take seriously, to satisfy ourselves that you understand and give consent to the proposed course of action for conduct of the matter and the proposed costs. For that purpose, we have provided the information set out above and would appreciate your letting us know whether you require any clarification of this information or require any further information.

2. Estimate of Costs

- 2.1 The following estimate is based on the information available to me to date. It is an **estimate, not a quotation** and subject to change.

Stage 1 –Preservation of rights and early withdrawal of proceedings

Professional fees:	\$	5,000
Charges:	\$	250
Expenses & Disbursements subject to GST:	\$	550
SUBTOTAL:	\$	5,800
GST:	\$	580
TOTAL (GST inclusive):	\$	6,380

Stage 2 –Settlement at early stages of the proceedings in the event that the builder appear prepared to enter into a settlement on acceptable terms

Professional fees:	\$	6,000
Charges:	\$	100
Expenses & Disbursements subject to GST:	\$	100
SUBTOTAL:	\$	6,200
GST:	\$	620
TOTAL (GST inclusive):	\$	6,820

Stage 3 – Ongoing proceedings

Professional fees:	\$	35,000
Charges:	\$	530
Expenses & Disbursements subject to GST:	\$	300
SUBTOTAL:	\$	35,830
GST:	\$	3,583
TOTAL (GST inclusive):	\$	39,413

Note – The estimate above is for a limited scope of works.

- 2.2** The above scope of works is a limited scope of works. It does not cover all of the services that will be required to satisfactorily resolve the matter. It is not possible on the limited information provided to determine the scope of works to satisfactorily resolve the matter when you take into account factors such as those below at 2.3. Hourly rates will apply if you continue to instruct me to undertake works.
- 2.3** The above estimate is made on the information available to me at this time. It may change when more information is available to me. The major factors which will affect the above estimate are:
- 2.3.1** the volume and quality of the information supplied to me;
 - 2.3.2** attendances performing works related to variations on instructions;
 - 2.3.3** attendances answering numerous related or unrelated queries or elaborating on issues identified;
 - 2.3.4** the conduct and strategy of the parties involved in the matter, for instance, proactive towards settlement or proactive towards delay and unreasonable denial;
 - 2.3.5** providing ongoing advice and attendances regarding settlement;
 - 2.3.6** the type of directions or orders of the Tribunal or Court or NSW Fair Trading; and
 - 2.3.7** advising and dealing with changes to the law which occur following engagement which may affect your matter.

If you have any queries please contact me.

Yours faithfully
BANNERMANS



David Bannerman
dbannerman@bannermans.com.au
Acc. Spec. (Prop.)
Principal

Contact
James Barbar
jbarbar@bannermans.com.au
Lawyer

Should a Builder be Given an Opportunity to Rectify its Own Defective Work?

In a recent case, *Ippolito v Cesco* [2020] NSWSC 561 (“Cesco”), the Supreme Court shed further light on this question. Essentially, it confirms previous Supreme Court decisions, especially *The Owners – Strata Plan No 76674 v Di Blasio Constructions Pty Ltd* [2014] NSWSC 1067 (“Di Blasio”) and *The Owners Strata Plan 73162 -v-Dyldam Developments Pty Limited* [2014] NSWSC 1789 (“Dyldam”).

These cases suggest that:

- An owner may be required to give a builder an opportunity to repair its defective work.
- Whether an owner is required to do so will depend on what is reasonable in the circumstances of the particular case, i.e. an owner acting reasonably may say no or impose conditions.
- The builder may be able to have a damages award against it discounted if it can establish that the owner has acted unreasonably, but has the onus of establishing that.

The cases also give examples of the circumstances in which an owner may be acting reasonably in declining or imposing conditions on consent to the builder rectifying its defective work. For example:

- In *Di Blasio*, the Supreme Court found that an owners corporation acted reasonably in commencing proceedings, in circumstances where the builder had declined an opportunity to rectify the work conditional on acceptance of a scope of works proposed by the owners corporation's expert and subsequently agreed by the parties' experts to be fair and reasonable.
- In *Dyldam*, the Supreme Court in effect found that an owners corporation was acting reasonably in imposing a condition on consent to the builder rectifying its work, namely that the rectification work be carried out under the supervision of a superintendent appointed by the owners corporation. Specifically, the Supreme Court awarded costs to the owners corporation for the period from the date on which the owners corporation agreed to access and the date on which the builder accepted the condition regarding appointment of a superintendent, the builder's failure to accept that condition during that period having prolonged the proceedings.
- In *Cesco*, the Supreme Court in effect found that an owner was acting reasonably in commencing proceedings against a builder, without allowing the builder to carry out the required rectification works determined by the owner's expert, in circumstances where the builder failed to admit and address defects brought to his attention. Specifically, Ball J found that "The fact remains that although (the defendant) was alerted to water ingress problems as soon as they occurred, over an extended period of time, he denied that any of them were caused by defective workmanship on his part. Even when defects were identified, he has sought to minimise the work involved in correcting them. In that context, it seems to me reasonable for (the plaintiff) to want someone else to carry out the repair work."

Cesco also considers Section 48MA of the Home Building Act 1989 (“HBA”) which came into force after Di Blasio and Dyldam were decided. The Court found that:

- Section 48MA provides that a court or tribunal determining a building defects claim “is to have regard to the principle that rectification of the defective work by the responsible party is the preferred outcome”.
- As it applies to the Tribunal, which can make money orders or order the performance of rectification work, Section 48MA is to be understood as requiring that the latter type of order be preferred.
- As it applies to the Court, which cannot order the performance of rectification work, Section 48MA does not oblige the Court to make orders giving effect to the principle in Section 48MA. The plaintiff suggested a number of ways in which the Court could make orders giving effect to the principle, all of which were rejected, but the essential point seems to be that an award of damages is a remedy to which the plaintiff is entitled and which is not displaced by Section 48MA. Specifically, Ball J found that “(The plaintiff) has a right to claim damages for breach of contract and to an award of damages if that claim is made out. The Court has no discretion to refuse or delay that right. Nor is it appropriate to refer the matter to the Tribunal when the matter has been heard in this Court and (the Plaintiff) has otherwise made out the facts that entitle him to the relief that he claims”.

There is another relevant provision of the HBA which came into force after Di Blasio and Dyldam were decided, Section 18BA, which was not considered by the court in Cesco, as the contract in that case had been signed before the provision came into force. Key points:

- Section 18BA obliges an owner (and a subsequent owner having the benefit of the relevant statutory warranty) to mitigate its loss and to give the builder reasonable access for the purpose of rectifying the defect.
- This appears consistent with the decisions in Di Blasio, Dyldam and Cesco, but there is a possibility of a future decision to the effect that this restricts an owner’s ability to prevent rectification work by the original builder.

What does this mean in practice?

What the decisions mean in practice for owners corporations and builders is that:

1. A builder may be entitled to an opportunity to to fix its own defects and may be able to have a damages award against it discounted if it is not given that opportunity. However, this would be dependent on demonstrating that the owner had acted unreasonably in declining or imposing conditions on that opportunity to rectify the work before commencing proceedings against the builder.
2. Accordingly, bearing in mind the risk of the damages award ultimately obtained against the builder being discounted, the owner should be careful not to withhold or impose conditions on consent, where the builder may be able to establish that it is unreasonable for the owner to do so. That said, it is fairly clear from the decided cases that the owner would be acting reasonably in the following scenarios:
 - Where the builder is insolvent.
 - Where the builder's licence has been cancelled.

- Where the nature of the defects and the builder's skills/experience are such that there is reasonable doubt as to the builder's ability to properly rectify the defects.
 - Where the builder's performance of rectification works to date indicate that the builder is not making a bona fide effort to admit and address the defects.
 - Where the owner's action amounts to imposition of a reasonable condition, such as acceptance of a reasonable scope of work or reasonable supervision.
3. Unless such a scenario is involved, an owners corporation should notify the builder of the building defects and give the Builder an opportunity to:
- Inspect the defects.
 - Rectify the defects in a scope and manner determined reasonably necessary by independent experts.
4. In which case, the Builder should:
- Agree to a reasonable rectification scope of work.
 - Agree to reasonable conditions, such as documentation of the scope of work and work terms (i.e. contract), supervision and insurance.
 - If agreement cannot be reached, make a reasonable counter-proposal, bearing in mind that:
 - the builder must be ready to prove by expert evidence that its position and particularly its rectification scope is reasonable.
 - failure to do this could expose the Builder to substantially higher damages awards and costs orders.

Where Bannermans Can Help

Bannermans can help in providing advice on:

- Whether the builder should be given an opportunity to rectify its work.
- What is and what isn't a reasonable rectification scope of work.
- Conditions of and drafting agreements to rectify.
- Limitation and liability issues.

These are important questions which may have significant adverse consequences on the assessment of damages and costs, Bannermans can therefore provide advice and draft agreements to assist in such matters.

Prepared by Bannermans Lawyers
8 September 2020

SPECIAL LEVY SCHEDULE | SP102187 | 11 MITCHELL AVENUE, JANNALI**Stage 1 & Stage 2 Legal Services - Bannermans Lawyers Fee Proposal dated 15/08/2022 - \$13,200.00**

OWNER	LOT	UNIT	UOE	TOTAL_UOE	One Instalment
Aaron Caldwell	1	G01	25	1000	\$330.00
Ngairé Walls & Benjamin Shelton	2	G02	32	1000	\$422.40
Kerri-Anne Marnell	3	G03	31	1000	\$409.20
Patrick Swanson & Taylor Hill	4	G04	32	1000	\$422.40
Jake Manning & Jaimie Travers	5	G05	31	1000	\$409.20
Peter & Marilyn Paratore	6	G06	42	1000	\$554.40
Carly Joy Field	7	G07	24	1000	\$316.80
Malcolm & Lara Scicluna	8	101	31	1000	\$409.20
David Miljak & Sophia Lolis	9	102	32	1000	\$422.40
Bartek & Claire Marnane	10	103	30	1000	\$396.00
Joshua Cook & Sarah Pisani	11	104	30	1000	\$396.00
Jason Jeffery Riley ATF Riley Investments	12	105	30	1000	\$396.00
Mitchell Avenue Development Pty Ltd	13	106	41	1000	\$541.20
Talia Morphett	14	107	24	1000	\$316.80
Wei Yong Shen & Jie Lie	15	201	28	1000	\$369.60
Reginald Smedley	16	202	31	1000	\$409.20
Aaron Cunningham & Lauren Panton	17	203	31	1000	\$409.20
Xiaojing & Gengye Gu	18	204	30	1000	\$396.00
James & Emily Phipps	19	205	30	1000	\$396.00
Annette Marie Clarke	20	206	44	1000	\$580.80
Daniel Gersback	21	207	25	1000	\$330.00
Sonya Tomic	22	301	32	1000	\$422.40
C Koczka & S Kakavelis	23	302	33	1000	\$435.60
Michael Shea & Agnes Shea	24	303	31	1000	\$409.20
Mitchell Avenue Development Pty Ltd	25	304	31	1000	\$409.20
Lynn Baker	26	305	31	1000	\$409.20
Gary & Annette Windon	27	306	45	1000	\$594.00
Nichole Gayle Voroshine	28	307	25	1000	\$330.00
Phillip & Susan Price	29	401	34	1000	\$448.80
Colin & Anne Kegg	30	402	32	1000	\$422.40
Joel Hooper & Kara Hanna	31	403	52	1000	\$686.40
				TOTAL	\$13,200.00

SPECIAL LEVY SCHEDULE | SP102187 | 11 MITCHELL AVENUE, JANNALI**Stage 3 Legal Services - Bannermans Lawyers Fee Proposal dated 15/08/2022 - \$39,413.00**

OWNER	LOT	UNIT	UOE	TOTAL_UOE	One Instalment
Aaron Caldwell	1	G01	25	1000	\$985.33
Ngairé Walls & Benjamin Shelton	2	G02	32	1000	\$1,261.22
Kerri-Anne Marnell	3	G03	31	1000	\$1,221.80
Patrick Swanson & Taylor Hill	4	G04	32	1000	\$1,261.22
Jake Manning & Jaimie Travers	5	G05	31	1000	\$1,221.80
Peter & Marilyn Paratore	6	G06	42	1000	\$1,655.35
Carly Joy Field	7	G07	24	1000	\$945.91
Malcolm & Lara Scicluna	8	101	31	1000	\$1,221.80
David Miljak & Sophia Lolis	9	102	32	1000	\$1,261.22
Bartek & Claire Marnane	10	103	30	1000	\$1,182.39
Joshua Cook & Sarah Pisani	11	104	30	1000	\$1,182.39
Jason Jeffery Riley ATF Riley Investments	12	105	30	1000	\$1,182.39
Mitchell Avenue Development Pty Ltd	13	106	41	1000	\$1,615.93
Talia Morphett	14	107	24	1000	\$945.91
Wei Yong Shen & Jie Lie	15	201	28	1000	\$1,103.56
Reginald Smedley	16	202	31	1000	\$1,221.80
Aaron Cunningham & Lauren Panton	17	203	31	1000	\$1,221.80
Xiaojing & Gengye Gu	18	204	30	1000	\$1,182.39
James & Emily Phipps	19	205	30	1000	\$1,182.39
Annette Marie Clarke	20	206	44	1000	\$1,734.17
Daniel Gersback	21	207	25	1000	\$985.33
Sonya Tomic	22	301	32	1000	\$1,261.22
C Koczka & S Kakavelis	23	302	33	1000	\$1,300.63
Michael Shea & Agnes Shea	24	303	31	1000	\$1,221.80
Mitchell Avenue Development Pty Ltd	25	304	31	1000	\$1,221.80
Lynn Baker	26	305	31	1000	\$1,221.80
Gary & Annette Windon	27	306	45	1000	\$1,773.59
Nichole Gayle Voroshine	28	307	25	1000	\$985.33
Phillip & Susan Price	29	401	34	1000	\$1,340.04
Colin & Anne Kegg	30	402	32	1000	\$1,261.22
Joel Hooper & Kara Hanna	31	403	52	1000	\$2,049.48
				TOTAL	\$39,413.00

WHAT'S COVERED BY STRATA BUILDING INSURANCE

WHAT IS BUILDING INSURANCE

Quite simply, Strata Building Insurance protects the Owners Corporation for damage sustained to the building as a result of an Accidental or Malicious act. Common examples are;

- Fire/Arson
- Storm/Tempest
- Lightning Strikes
- Vandalism
- Vehicular Impact
- Burglary & Theft
- Glass Breakage
- Burst Pipes
- Earthquakes

A common misapprehension is that Strata Building Insurance protects the Owners Corporation for the routine maintenance items or building defects such as the repair of leaking shower trays, settlement/movement cracks in walls & ceilings or concrete cancer, unfortunately this is not the case. The easiest comparison to think of is motor vehicle insurance. You can insure your vehicle against having an accident, however you cannot insure your vehicle for wearing out. This same principle applies to Strata Building Insurance.

HOW IS AN OWNER OF A LOT PROPERTY PROTECTED?

Every Owners Corporation has a mandatory duty to insure 'the building' against accidental or malicious damage – section 160 (1), Strata Schemes Management Act 2015 (the Act).

Lot space within a strata scheme is commonly defined as;

“the cubic air-space contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor”

Under this definition the lot owner is responsible for the repair, replacement and maintenance of all building components housed within the lot, such as;

- Internal walls
- Internal doors
- Toilets, baths & basins
- Shower screens
- Built-in wardrobes
- Kitchen sinks, cabinets and bench tops
- Appliances, such as wall and bench ovens, cook tops, range hoods, hot water heaters and bathroom & laundry exhaust fans

For example, a leaking tap washer in the kitchen or leak through a shower

WHAT'S COVERED BY STRATA BUILDING INSURANCE

screen is the lot owners' responsibility to maintain. However, by virtue of the term 'the building' being included in section 160 (1), many of the building components contained within the 'lot' are protected by the mandatory Building Insurance that is taken out by the Owners Corporation.

Simply speaking these items are the lot owners' responsibility for the purposes of repair, replacement and maintenance, however they are protected by the Strata Building Insurance if damaged via an insurable event.

ARE MY CONTENTS COVERED?

No, the contents and fittings contained within your lot ARE NOT protected by the Strata Building Insurance and are specifically excluded from the policy, items such as;

- Carpets and underlay
- Floating floorboards
- Wallpaper
- Curtains and blinds
- Light fittings
- Paint work on walls & ceilings
- Wall tiles located on internal walls
- Any furnishing or personal contents
- Electrical appliances that are not hardwired into the building e.g. clothes dryers, dishwashers or microwaves

Owner-occupiers may extend the cover on their contents insurance to include the items not covered by the strata building Insurance. Most major mainstream insurers in NSW are aware of the delineation between strata building insurance and contents insurance for a strata property and are happy to extend home contents insurance to include the items listed above.

Non-resident or investor owners may take out 'Landlords Insurance' for a sufficient sum to cover the fittings of their lot. However all owners should undertake their own inquires with their insurer or insurance broker to ensure their contents are adequately protected by their contents policy

STATUTORY INFORMATION

QUORUM (CLAUSE 17, SCHEDULE 1)

1. A motion submitted at a meeting must not be considered, and an election must be held at a meeting, unless there is a quorum present to consider and vote on the motion or on the election.
2. A quorum is present at a meeting only in the following circumstances:
 - (a) If not less than one-quarter of the persons entitled to vote on the motion or election are present either personally or by duly appointed proxy.
 - (b) If not less than one quarter of the aggregate unit entitlement of the strata scheme is represented by the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election.
 - (c) If there are 2 persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election, in a case where there is more than one owner in the strata scheme and the quorum otherwise calculated under this subclause would be less than 2 persons.
3. A person who has voted, or intends to vote, on a motion or at an election at a meeting by permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.
4. If no quorum is present within the next half-hour after the relevant motion or business arises for consideration at the meeting, the chairperson must:
 - (a) Adjourn the meeting for at least 7 days, or
 - (b) Declare that the persons present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.
5. If a quorum is not present within the next half-hour after the time fixed for the adjourned meeting, the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.

RESOLUTIONS

Ordinary Resolution

A motion put to a meeting of the Owners Corporation is decided according to the majority in number of votes cast for and against the motion with each person having one vote for each lot in respect of which the person is entitled to vote.

Special Resolution

If a motion put to a general meeting of the Owners Corporation requires a special resolution*, the passing of a special resolution requires that a vote to be taken by units of entitlement and that not more than one quarter of the units of entitlement represented at the meeting and entitled to vote, vote against the motion.

Unanimous Resolution

If a motion put to a general meeting of the Owners Corporation requires a unanimous resolution*, the passing of a unanimous resolution requires that no vote to be cast against the motion.

*Such motions are clearly indicated in the form of motion.

STATUTORY INFORMATION

VOTING RIGHTS (PART 4, SCHEDULE 1)

You, or where this notice is addressed to a corporation, your company nominee, may vote at the meeting:

1. Either in person at the meeting or by duly appointed *proxy whose instrument of appointment is given to the secretary of the Owners Corporation before the commencement of the meeting;
2. Except in the case of a motion requiring a unanimous resolution, only if all contributions levied and payable on the above lot(s), and any other monies recoverable under the above Act by the Owners Corporation from you at the date of this notice, have been duly paid before the commencement of the meeting; and
3. In the case of an owner of a lot subject to a first mortgage shown on the strata roll (a priority vote), only if the mortgagee fails or neglects to exercise the voting power conferred on him by schedule 2 part 2 of the above Act.
4. Where this notice is addressed to a corporation, the company nominee voting at the meeting must be the company nominee/s specified on the section 22 notice and strata roll for the Owners Corporation. The nominee must also provide the chairperson with a written authorisation of their entitlement to vote at the meeting.
5. A power of attorney may only cast a vote at the meeting via a duly completed Proxy Appointment Form signed by the owner/s of the lot they are representing.

PRE-MEETING ELECTRONIC VOTING

Owners Corporations may allow for 'Pre-Meeting Electronic Voting' which is a means of casting a vote electronically, up to 24 hours before the commencement of a meeting.

Our office has implemented an electronic voting mechanism which is accessible via the Netstrata weblink portal established for your Strata Scheme. Owners who cannot attend a meeting or prefer to vote electronically may logon to the portal (website - <https://portal.netstrata.com.au/>) and cast a vote for the motions being considered at the meeting. There are however the following limitations as imposed in the Strata Schemes Management Regulation 2016 (Regulation 14):

1. The pre-meeting vote may have no effect where a motion is amended at a meeting;
2. A motion that is to be determined wholly by pre-meeting electronic voting may not be amended at the meeting for which the pre-meeting electronic voting is conducted;
3. A motion that is to be determined partly by pre-meeting electronic voting must not be amended at the meeting for which the pre-meeting electronic voting is conducted if the effect of the amendment is to change the subject matter of the original motion;
4. A pre-meeting vote may not be counted for the purposes of a Strata Committee election.

GENERAL MEETING INFORMATION

OFFICE LOCATION & ACCESS

Our Meeting Rooms are located above 'Hardcore Gym', pedestrian entry from 298 Railway Parade, Carlton. Parking is available at the rear of our premises and Carlton railway station from Railway Parade. Lift Access for disabled or less mobile persons is available via our rear entry with prior notification to your strata manager. The facilities at our office enable the meetings for your scheme to be conducted in a comfortable and business like environment and avoid potential W.H. & S. issues and other liabilities for your scheme.

ABOUT THE AGENDA

A synopsis of the motions to be determined at this meeting as well as the statutory requirements relating to the conduct of a general meeting are detailed in the meeting notice. Whilst they are largely self-explanatory, we urge you to read them so you are fully aware of your rights and obligations surrounding the matters to be determined.

MEETING DURATION

The duration of the meeting will largely depend on the number of motions to be determined. A simple proxy meeting (i.e. one conducted via proxy/postal vote) may only take a few minutes, whereas an Annual General Meeting usually last around 1 hour.

WHERE TO FIND OUT MORE

Copies of 'Strata Living', an owner's guide produced by NSW Fair Trading is available from the NSW Fair Trading website www.fairtrading.nsw.gov.au. Strata Living is a useful guide outlining all your rights, obligations and responsibilities of owning in and the administration of Strata Properties in NSW.

You can also find out more regarding the operation of your scheme, strata legislation and other useful information by visiting our website www.netstrata.com.au.

QUESTIONS?

We encourage your questions and feedback surrounding all aspects of the administration of your strata property, however to save time at the meeting we'd ask that any questions you may have regarding the agenda or attachments be directed to your strata manager prior to the meeting.

VOTING & ATTENDANCE

If you are unable to attend the meeting you may signal your voting via the Proxy/Voting form enclosed with the meeting notice or vote online via your owner portal at www.netstrata.com.au. Please note however only committee members may vote at committee meetings.

GENERAL DISCUSSIONS

If time permits there will be a general discussion period at the conclusion of the meeting so owners have an opportunity to raise other matters not on the agenda, however any decisions made will be limited to the delegated authority of the manager.



www.netstrata.com.au

P: 1300 638 787

admin@netstrata.com.au

Emergency (after hours): 1300 663 760

Head Office

298 Railway Parade
Carlton NSW 2218

Wollongong Office

Suite 3.03, 3 Rawson St
Wollongong NSW 2500

Sydney CBD Sales Office

Level 26, 44 Market St
Sydney NSW 2000

2 December 2021

To All Owners, Strata Plan No. 102187
11 MITCHELL AVENUE, JANNALI

Dear Owners,

**RE: MINUTES OF ANNUAL GENERAL MEETING | STRATA PLAN NO. 102187 AT
11 MITCHELL AVENUE, JANNALI**

Attached are the minutes of the recent Annual General Meeting conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies. The payment options for your levies are detailed on the back of the levy payment notice. We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

1. DO YOU HAVE APPROPRIATE CONTENTS & LANDLORDS INSURANCE?

Although many of the elements within your lot are protected by the Strata Building Insurance, we recommend that all owners effect Contents Insurance to protect those elements of your lot that are not covered by Building Insurance.

C.H.U. Australia's leading Strata Insurance provider is now offering comprehensive Common Contents and Landlord Insurance for owners in Strata Schemes and as a special offer to Netstrata clients, you'll receive an additional 20% discount.

For a quote and simply go to our website www.netstrata.com.au and follow the prompts.

2. YOUR OWNER PORTAL

You can obtain all the pertinent information relating to your scheme via your Owner Portal at www.netstrata.com.au. From here you are able to access;

- The Minutes Book for your scheme
- The current Financial Records for your lot
- The Insurance Certificate & P.D.S. for the scheme
- Maintenance Reports
- The Financial Records for your scheme
- The By-laws for your scheme
- R.P. Data Sales and Area Profile reports
- Update your personal information

3. BY-LAWS

You will note from the minutes that several new By-laws may have been passed for your strata scheme. The details of each of these new By-laws are specified in the minutes of the meeting and it is important that you read these By-laws so you are fully aware of how they affect your lot. All other By-Laws that were registered with the strata scheme remain unchanged. Should you have any questions regarding the By-Laws please don't hesitate to contact our office.

4. INSTALLATION OF SECURITY DEVICES

The security of the strata scheme and individual apartments is of paramount importance for all owners and residents at the scheme.

NSW legislation permits all owners to undertake the installation of additional locking devices, security screens or other security devices to their windows, front doors, balcony doors and garage doors to further secure their individual apartments, villas or townhouses. However, please note, any additional locking devices must adhere to current fire safety regulations – a licensed locksmith will be able to advise such regulations.

To further assist we have developed an information guide - 'Securing your Strata Title or Community Title Property'. This guide has been prepared in conjunction with our office and the NSW Police and provides owners with several useful tips surrounding communal security. For a copy go to the news and information pages at our website www.netstrata.com.au

5. WANT TO FIND OUT MORE...?

To assist owners with the increasing complexity of strata scheme living, we offer a variety of newsletters explaining your rights and obligations of owning a strata property, including;

- Building Security
- Maintenance Responsibilities
- Cleaning & Gardening Specifications
- Strata Building Insurance – How am I Covered?
- Strata Definitions
- Frequently Asked Questions

6. 24HR TRADE EMERGENCY SERVICES

Our office provides all owners with access to 24 hour Emergency Trade Services, simply call 1300 663 760 to access;

- Plumbing, Gas and Hot Water
- Glazing
- Automated Garage Doors and Security Gates
- Electrical
- Locksmiths
- Lift Breakdowns

We hope this information about your strata scheme proves helpful and look forward to working with you and all owners for the common amenity of the property.

Should you have any questions or require further information regarding these or any other matters of your strata scheme please do not hesitate to contact our office.

Sincerely,
NETSTRATA

Craig Clark

Craig Clark | Direct Line: 02 8567 6409 | Email: craig.clark@netstrata.com.au

MINUTES OF ANNUAL GENERAL MEETING

Strata Plan	102187 - 11 MITCHELL AVENUE, JANNALI
Meeting date	30/11/2021
Commenced	6:00 PM
Apologies	Nil
Pre Meeting Voting	Nil
Owners in Attendance	Lot 1, Lot 14, Lot 24, Lot 29, Lot 30, Lot 31, Lot 6, Lot 9
Proxies	Nil
Corporate Authorisation	Nil
Guests	Stacey McNally of BME Group
Quorum	The required Units of Entitlement were present, a quorum was formed
Chairperson	Craig Clark

NETWORK STRATA SERVICES PTY LTD | A.C.N. 064 030 324 | All correspondence: PO Box 265, Hurstville BC NSW 1481

HEAD OFFICE
298 Railway Parade
Carlton NSW 2218

SYDNEY CBD SALES OFFICE
Level 26, 44 Market St
Sydney NSW 2000

WOLLONGONG OFFICE
Suite 3.03, 3 Rawson Street
Wollongong NSW 2500

P 1300 638 787
E admin@netstrata.com.au
W admin@netstrata.com.au

Liability limited by a scheme approved under Professional Standards Legislation

<p>MOTION 1. Confirm Previous Minutes</p>	<p>RESOLVED</p>	<p>that the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting.</p> <p>Vote: 8 Resolve, 0 Abstain, 0 Defeat</p>
<p>MOTION 2. Confirm Financials</p>	<p>RESOLVED</p>	<p>that the Financial Statements as presented were adopted.</p> <p>Vote: 8 Resolve, 0 Abstain, 0 Defeat</p>
<p>MOTION 3. Appoint Agent</p>	<p>RESOLVED</p>	<p>to enter into a new Managing Agency Agreement with Network Strata Services Pty Ltd, trading as 'Netstrata' for a period of 3 Years as presented to the Owners Corporation dated 30/11/21, and that an instrument in writing in the term of this resolution be executed under the seal of the Owners Corporation delegating to the agent all of its functions including those of Chairperson, Secretary, Treasurer and Strata Committee of the Owners Corporation.</p> <p>FURTHER RESOLVED that Colin Kegg of lot 30 and that Joel Hooper of lot 31 be authorised to sign the agreement on behalf of the Owners Corporation.</p> <p>NOTE:</p> <p>* Original copies of the agreement were served on the authorised signatories immediately following the meeting.</p> <p>* In accordance with Section 50(6) of the Strata Schemes Management Act 2015, the Strata Manager provides written notice that the agency agreement must be renewed by the Owners Corporation by no later than 30/11/24 (being 3 years after the commencement of the term).</p> <p>* The chairperson abstained from voting on the motion.</p> <p>Vote: 8 Resolve, 0 Abstain, 0 Defeat</p>
<p>MOTION 4. Appoint an Auditor</p>	<p>DEFEATED</p>	<p>The Owners Corporation did not appoint an auditor at this time.</p> <p>Vote: 0 Resolve, 0 Abstain, 8 Defeat</p>

<p>MOTION 5. To confirm the A.F.S.S.</p>	<p>RESOLVED</p>	<p>that the owners considered the Annual Fire Safety Statement and that the Strata Managing Agent shall continue to co-ordinate the inspection process and necessary administrative processes to obtain the statement for the coming year.</p> <p>It was further resolved that the current fire safety contractor, Winfire Pty Ltd was considered competent by the Owners Corporation in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulations 2017.</p> <p>Vote: 8 Resolve, 0 Abstain, 0 Defeat</p>
<p>MOTION 6. Consider Building Defects</p>	<p>RESOLVED</p>	<p>the Owners Corporation discussed the statutory warranty periods which apply to the strata scheme and decided that all defects are still be reported to the building manager at this time.</p> <p>The strata manager explained the current timeline of events that are taking place since the appointment of Eagle Eye Building Consultants being the appointed consultant in accordance with part 11 of the strata schemes Management Act.</p> <p>Eagle Eye Building Consultants have 1 lot still to be inspected and then their complete defect list will be provided to the strata manager. This list will be provided to the strata committee to review before sending off to the builders from Forte Sydney Property Group Pty Ltd.</p> <p>When the the defect list is presented to the builders they will be given a 2 week timeframe to provide a response on all listed defects and will be requested to give an exact date as to when all defects will be completed. Should the Owners Corporation not be satisfied with their response they may consider to seek legal representation for the defect matter.</p> <p>Vote: 8 Resolve, 0 Abstain, 0 Defeat</p>
<p>MOTION 7. Confirm Insurances</p>	<p>RESOLVED</p>	<p>that the Owners Corporation's insurances as presented were confirmed.</p> <p>Vote: 8 Resolve, 0 Abstain, 0 Defeat</p>
<p>MOTION 8. Approve Maintenance</p>	<p>RESOLVED</p>	<p>the Owners Corporation authorised Netstrata to proceed with the schedule of programmed maintenance as included in the Annual General Meeting (AGM) notice. The building manger is going to email the strata manager with an updated list of all current scheduled items to update the current calendar.</p> <p>Vote: 8 Resolve, 0 Abstain, 0 Defeat</p>

MOTION 9. Adopt Capital Works Report	DEFEATED	<p>The Owners Corporation WILL NOT adopt the recommendation of the Capital Works fund plan at this time.</p> <p>Vote: 0 Resolve, 0 Abstain, 8 Defeat</p>
MOTION 10. Confirm the Annual Budget	RESOLVED	<p>that the amended budget be accepted as Administration fund \$138,600 inc GST and Capital Works fund \$13,200 inc GST for the year commencing 01/11/2021 and that the first contributions become due and payable for both the Administrative and Capital Works fund in quarterly instalments on 15/01/22, 01/04/22, 01/07/22 & 01/10/22.</p> <p>Vote: 8 Resolve, 0 Abstain, 0 Defeat</p>
MOTION 11. To Suspend Levy Interest	DEFEATED	<p>The Owners Corporation decided NOT to temporarily suspend levy interest at this time. Levy interest will continue to be charged at 10% per annum, pursuant to Section 85 of the Strata Schemes Management Act 2015.</p> <p>Vote: 0 Resolve, 0 Abstain, 8 Defeat</p>
MOTION 12. Allow Payment Plans	DEFEATED	<p>That the Owners Corporation WILL NOT allow payment plans.</p> <p>Vote: 0 Resolve, 0 Abstain, 8 Defeat</p>
MOTION 13. Pass Fire Services By-Law	RESOLVED BY SPECIAL RESOLUTION	<p>the Owners Corporation decided by Special Resolution pursuant to sections 136 & 141 of the Strata Schemes Management Act 2015 to pass 'Special By-Law - Fire Inspection Access & Administration By-Law' on the terms set out in the notice of this meeting, and that notification of the by-law be lodged for registration at the for registration at NSW Land Registry Services.</p> <p>Vote: 100 % in favour</p>
MOTION 14. Allow Committee Vote	RESOLVED	<p>that the number of members be set at 4 and that the following persons be elected to the Strata Committee from the date of this meeting until the next annual general meeting:</p> <ol style="list-style-type: none"> 1. Peter Paratore - Lot 6 2. Lynn Baker - Lot 26 3. Colin Kegg - Lot 30 4. Joel Hooper - Lot 31 <p>Vote: 8 Resolve, 0 Abstain, 0 Defeat</p>

MOTION 15. Restrict Committee	RESOLVED	that at this stage there be no changes to the matters that should only be determined by the Owners Corporation in general meeting. Vote: 8 Resolve, 0 Abstain, 0 Defeat
MOTION 16. Confirm Manager Report	RESOLVED	that the Owners Corporation reviewed and confirmed the Strata Managers report into Training Services and 3rd Party Commissions in accordance with Sections 55 & 60 of the Strata Schemes Management Act 2015. Vote: 8 Resolve, 0 Abstain, 0 Defeat
MOTION 17. Pass Communication By-Law	DEFEATED BY SPECIAL RESOLUTION	More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass 'Communication & Dispute Resolution' By-Law at this time. Vote: 100 % against
MOTION 18. Safety Inspection	DEFEATED	The Owners Corporation will not engage suitably qualified experts to undertake a safety inspection of the common areas at this time. Vote: 0 Resolve, 0 Abstain, 8 Defeat Notes: It was noted that as there is a engineers report due to come in as well as a building manager onsite each week. For these reasons the owners voted against a safety inspection at this stage.
MOTION 19. Undertake Council Clean-Up	DEFEATED	The Bi-Annual Council Clean-Ups will not be arranged at this time. The building manager from BME Group currently has this included in their scope of works in their agreement. Vote: 0 Resolve, 0 Abstain, 8 Defeat
MOTION 20. Change Mailing Address	RESOLVED	that the Owners Corporation will change the official mailing address for the strata scheme to C/- Network Strata Services, PO Box 265, Hurstville NSW BC 1481 for the receipt of all correspondence on behalf of the Owners Corporation. Vote: 8 Resolve, 0 Abstain, 0 Defeat
MOTION 21. Pass Stationery By-Law	DEFEATED BY SPECIAL RESOLUTION	More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass 'Special By-Law - Recovery of Stationery Expenses' at this time. Vote: 100 % against

MOTION 22.
Pass Short Lease By-Law

RESOLVED
BY SPECIAL
RESOLUTION

the Owners Corporation decided by Special Resolution to pass Special By-Law - Short Term Leasing By-Law on the terms set out in the notice of this meeting, and that notification of the by-law be lodged for registration at the for registration at NSW Land Registry Services.

Vote: 100 % in favour

CLOSURE:

The meeting closed at

7:40 PM

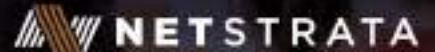
Craig Clark

Chairperson

PROPOSED DATE FOR NEXT MEETING:

December 2022

MINUTES OF GENERAL MEETING



Strata Plan	102187 - 11 MITCHELL AVENUE, JANNALI
Meeting date	09/11/2021
Commenced	10:00 AM
Apologies	Nil
Pre Meeting Voting	Lot 1, Lot 24, Lot 29, Lot 30
Owners in Attendance	Nil
Proxies	Lot 13 appointing the Chairperson, Lot 25 appointing the Chairperson, Lot 6 appointing the Chairperson
Corporate Authorisation	Nil
Guests	Nil
Quorum	The required Units of Entitlement were present, a quorum was formed
Chairperson	Craig Clark

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HEAD OFFICE
298 Railway Parade
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P 1300 638 787
E admin@netstrata.com.au
W admin@netstrata.com.au

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<p>MOTION 1. Confirm Previous Minutes</p>	<p>RESOLVED</p>	<p>that the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting.</p> <p>Vote: 7 Resolve, 0 Abstain, 0 Defeat</p>
<p>MOTION 2. Building Defect Inspector</p>	<p>RESOLVED</p>	<p>that pursuant to Clause 45E of the Strata Schemes Management Regulation 2016, the Owners Corporation shall accept Eagle Eye Building Consultants (EEBC) as the approved building inspector for the purpose of conducting a building defect inspection in accordance with Part 11 of the Strata Schemes Management Act 2015.</p> <p>Vote: 7 Resolve, 0 Abstain, 0 Defeat</p>
<p>MOTION 3. Administering Inspection Process</p>	<p>RESOLVED</p>	<p>that Netstrata shall administer the processes in relation to the Building Bond Scheme (Part 11 of the Strata Schemes Management Act 2015), including but not limited to:</p> <ol style="list-style-type: none"> 1. Completing and submitting the approved forms as required by the Secretary of the Office of Fair Trading; 2. Organising access to the individual lots and common property for the purposes of the interim and final defect inspections as well as any subsequent repairs required to be undertaken by the builder/developer; 3. Convening meetings where required with the Owners Corporation and/or Strata Committee; 4. Liaising with the Secretary of the Office of Fair Trading where required; 5. Obtaining plans and specifications from the developer or local council where required. <p>The above said tasks shall be administered in accordance with the Strata Management Agency Agreement between the Owners Corporation and Netstrata.</p> <p>Vote: 7 Resolve, 0 Abstain, 0 Defeat</p>

CLOSURE:

The meeting closed at

10:30 AM

Craig Clark

Chairperson

PROPOSED DATE FOR NEXT MEETING:

TBD



NETSTRATA

EST 1996

Notice of

General Meeting

THE OWNERS – STRATA PLAN 102187
AT 11 MITCHELL AVENUE, JANNALI

DATE: Tuesday 9 November 2021

TIME: 10:00 AM

VENUE: Pre-meeting vote only.

No attendance required.

UNDERSTANDING STRATA PROPERTY MAINTENANCE

One of the most confusing aspects of owning a lot within a Strata Scheme is understanding who is responsible for the maintenance of certain elements within the lot – an individual owner or Owners Corporation (Body Corporate)?

This debate has existed since strata schemes legislation was first inceptioned in 1961 and has been further confused by the way in which owners and Owners Corporations' interpret the maintenance obligations for their strata schemes.

This confusion is further exacerbated because not every strata plan is the same and some Owners Corporations may pass specific resolutions or By-Laws changing or absolving the Owners Corporations maintenance responsibilities.

Briefly; generally each owner is responsible for the maintenance, repair and replacement of all those components of the building that are housed within the external walls of their unit/villa or townhouse or service only their lot (within the lot envelope). Section 106 of the Strata Schemes Management Act 2015 places a mandatory duty on the Owners Corporation to repair and maintain all elements outside of this envelope (the common property) or shared services that may pass through the unit.

In the diagram below, those areas that are generally considered to be common property or the Owners Corporations responsibility to maintain are highlighted in **BLUE**. This applies to strata schemes registered after 1 July 1974.

In this example, all the internal walls and doors are highlighted in **ORANGE** representing lot property. Other typical elements of Lot property include kitchen and bathroom cabinets and accessories, carpets, paintwork and appliances.

For a detailed list of typical lot property and common property maintenance responsibilities go to www.netstrata.com.au

When assessing the maintenance responsibilities for your scheme it is important that a detailed examination of your strata plan and by-laws be undertaken to determine the specific responsibilities associated with your property. Owners should also be familiar with any warranties that may be applicable to apparatus and building structure at their property and the limitations and application of these warranties.

UNDERSTANDING STRATA PROPERTY MAINTENANCE

The cubic airspace of the lot also extends to the balcony or courtyards and is usually defined by a notation on the Strata Plan.

Any shared apparatus, such as pipes or conduits that pass through a lot are still the Owners Corporations responsibility to maintain, even though they are contained within the lot.



Lot space within a strata scheme is commonly defined as;

“the cubic airspace contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor”.

Once a pipe or conduit enters the lot, it becomes the ‘lot owners’ responsibility to maintain if it only services that lot. Common examples include, taps and drainage pipes under sinks & vanities.

MEETING AGENDA

- Apologies.
- Proxies & Powers of persons present.
- Determination of Quorum and Validity of meeting.

The motions to be considered are as follows:

Motion 1. Confirmation of Previous General Meeting Minutes

That the minutes of the previous general meeting be confirmed as a true and accurate account of the proceedings of that meeting.

Motion 2. Approve Building Defect Inspector - Part 11

That pursuant to Clause 45E of the Strata Scheme Management Regulation 2016, the Owners Corporation decide to accept Eagle Eye Building Consultants (EEBC) as the approved building inspector for the purpose of conducting a building defect inspection in accordance with Part 11 of the Strata Schemes Management Act 2015. Note: Please see the explanation for further details on the Building Bond Scheme and information sheet attached to this notice.

For more information, please refer to page 5.

Motion 3. Administering the Building Inspection Process

That Strata Managing Agent administer the processes in relation to the Building Bond Scheme (Part 11 of the Strata Schemes Management Act 2015), including but not limited to:

1. Completing and submitting the approved forms as required by the Secretary of the Office of Fair Trading;
2. Organising access to the individual lots and common property for the purposes of the interim and final defect inspections as well as any subsequent repairs required to be undertaken by the builder/developer;
3. Convening meetings where required with the Owners Corporation and/or Strata Committee;
4. Liaising with the Secretary of the Office of Fair Trading where required;
5. Obtaining plans and specifications from the developer or local council where required.

Dated this Monday, October 25, 2021

Netstrata

EXPLANATION OF AGENDA ITEMS

Motion 1. Confirmation of Previous General Meeting Minutes

The minutes of your last general meeting will need to be confirmed. A copy of the previous minutes were issued to you shortly after the last general meeting, if you have not received a copy of these minutes please contact our office or you may view a copy via your owner portal at www.netstrata.com.au. If you have forgotten your username and/or password please email admin@netstrata.com.au.

Motion 2. Approve Building Defect Inspector - Part 11

Your Strata Scheme is subject to the Building Bond Scheme (Part 11 of the Strata Schemes Management Act 2015) whereby a 2% bond is lodged with the Department of Finance (Office of Fair Trading) by the original developer for a period of up to 3 years.

Within 12 months after building work is finished, the developer must appoint a building inspector to undertake a building defect inspection of the building. Between 15 and 18 months after the building work is finished, this building inspector will conduct a first inspection of the strata property, prepare an interim report on any defects and provide the report to relevant people.

Between 18 and 21 months after building work is finished the developer needs to rectify any identified defects. Further, between 21 and 24 months after finishing the building work the final inspection is done and final report provided (Final inspection and report).

If any defects are identified (remain not rectified), the cost to rectify the defective building work must be determined. Once the cost is determined, the

building bond will be used to help pay for the rectification work. However, if the final report doesn't identify any defects, the building bond will be returned to the developer and not the owners corporation. Any money left over will then be returned to the developer. The process should be completed between 2 to 3 years after the building work was initially finished.

This motion has been placed on the agenda in order for the Owners Corporation to approve the building inspector for the interim report, this inspector has been nominated by the developer. Any costs associated with the report will be paid for by the developer.

Motion 3. Administering the Building Inspection Process

The Building Bond Scheme requires a high level of administration, involving a series of approved forms to be completed and processed, along with the organisation of access to various lots and common property for inspections and repairs to take place. To better understand the scheme, please see the attached fact sheet and feel free to peruse the Office of Fair Trading's web information page at the following address:

<https://www.fairtrading.nsw.gov.au/housing-and-property/Strata-building-bond-and-inspections-scheme>

This motion has been placed on the agenda in order for the Owners Corporation to approve Netstrata to administer the processes involved. Our office will keep the Owners Corporation informed along the way and are aware of the strict procedures as detailed in the legislation for this scheme. To administer the scheme additional administration charges may be applied.

Harper Building Consultants Pty Ltd
T/as Eagle Eye Building Consulting
ACN 623 639 832 ABN 82 623 639 832
Licence No. 241668C
Level 1/29 Kiara Road,
Miranda, NSW, 2228
Postal PO Box 307 Oatley, NSW, 2223
M 0422 365 628 P 1800 965 966
F 02 8072 6224
E: contactus@eebc.com.au
W www.eagleeyebuildingconsulting.com.au



LETTER OF APPOINTMENT

STRATA BOND BUILDING INSPECTOR

Monday 25 October 2021

Craig Clark (Strata Manager)
C/- NETSTRATA
298 Railway Parade,
Carlton NSW 2218

Dear Craig,

RE: SP102187 11-15 Mitchell Avenue, Jannali

I wish to thank you for the opportunity to introduce our company Eagle Eye Building Consulting (EEBC) to the Owners Corporation Committee of the above-mentioned property.

For details about our company and the Strata Building Bond Inspection Scheme (SBBIS) process and scope of work, please refer to the information contained in this letter.

As the nominated building inspector, I and my team look forward to working with you to complete the SBBIS inspection and reporting process to the benefit of everyone concerned.

Should you have any questions in relation to the details provided, please feel free to contact me to discuss.

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Harper', is written over a light blue horizontal line.

Scott Harper MD 0422365628 scott.harper@eebc.com.au
Registered Building Inspector (ASBC Strata Inspector Panel), Chartered Building professional (AIB)

About Eagle Eye



Our building inspectors are accredited Strata Inspector Panel Members with the Australian Society of Building Consultants, we are authorised to provide inspection and reporting services in accordance with the Strata Building Bond Inspection Scheme as prescribed by the *SSM Act*, *SSM Regulations* and *Fair Trading Guidelines*.

All Our Building Inspectors

- Are accredited members of an authorised Strata Inspector Panel
- Are fully qualified to identify and report on building defects
- Can provide advice for any ongoing potential issues
- Are fully insured for Public Liability and Professional Indemnity

For further details on our Strata Bond Inspectors experience and qualifications, please refer to inspector profiles contained within this letter.

With an extensive network made up of experienced and qualified industry professionals our services also include:

- Dilapidation reports for Council, insurance or maintenance purposes
- Building defect diagnostics
- Building work in progress or stage inspections
- Construction Project management
- Property Development Management
- Building in Bushfire Zone Services
- Insurance report (Causation or Defective remediation)
- Preparation of remedial cost estimates
- Expert reports
- Expert Witness Services
- Workplace Health and Safety Inspections
- General Building maintenance and remedial building e.g., rising damp, water entry, roofing and roof water drainage, site drainage, leaking showers, cracks to buildings, paint or coating defects, tiling.
- Alternative Dispute Resolution
- Methamphetamine testing and reporting
- Mould testing and remediation

Our Membership and Affiliations:

- Australian Society of Building Consultants
- Australian Institute of Building
- Concrete Institute of Australia



1. SBBIS Process

INSPECTOR APPOINTMENT

On our appointment at Stage 2 of the SBBIS process, we will provide inspection and reporting services as prescribed under the *SSM Act*, *SSM Regulations* and *Fair Trading Guidelines*.



SCOPE OF THE INSPECTION

Our scope of works will include liaison with the contact of your choice (Strata Manager, Strata Committee, Unit Owners, etc.) to organise inspection of the lot and common property areas in the development. Our inspectors will require access if available to each unit for approximately 45 minutes. Common Property and Common Access areas collectively cover all areas of the building.

The inspection will generally include all safely accessible areas and may include if present the following:

- unit interiors including balconies
- common areas including facades viewed from ground
- Roof space, including trafficable roof surfaces
- service/plant rooms
- basement parking
- stairways
- Site external including hard landscaping (fencing, letter box, paving and the like)
- Ancillary areas including gym, pool, and BBQ area

Commercial elements are not included in the SBBIS

Defective building work is to be identified by visual inspection and use of equipment/techniques that do not involve destructive testing.

Under the Strata Building Bond & Inspection Scheme, if the nominated building inspector identifies a defect that he considers is outside his skillset then the building inspector may arrange an inspection and report on those defect(s) by a suitably qualified consultant(s).

EEBC has allowed for four (4) weeks to carry out inspections in order to allow the appointed building inspector, accompanied by an assistant, to complete the inspections. EEBC will provide reasonable notice to residents before attending the premises, and residents will be able to contact EEBC staff directly to schedule an inspection date and time.



REPORTING

To satisfy the requirements of Part 11 of the SSM Act, we will perform inspections and provide the reports in accordance with Fair Trading guidelines and use of the Strata Hub system.

INTERIM INSPECTION

Following our appointment, the interim inspection and reporting at Stage 3 will be carried out 15-18 months after completion of the building work.

SBBIS Process Stage 3 – Interim inspection and report



After the property has been inspected and any defects identified, the building inspector will prepare a building inspection report together with the required registration forms for the Department of Fair Trading (DFT). The report will contain the following details:

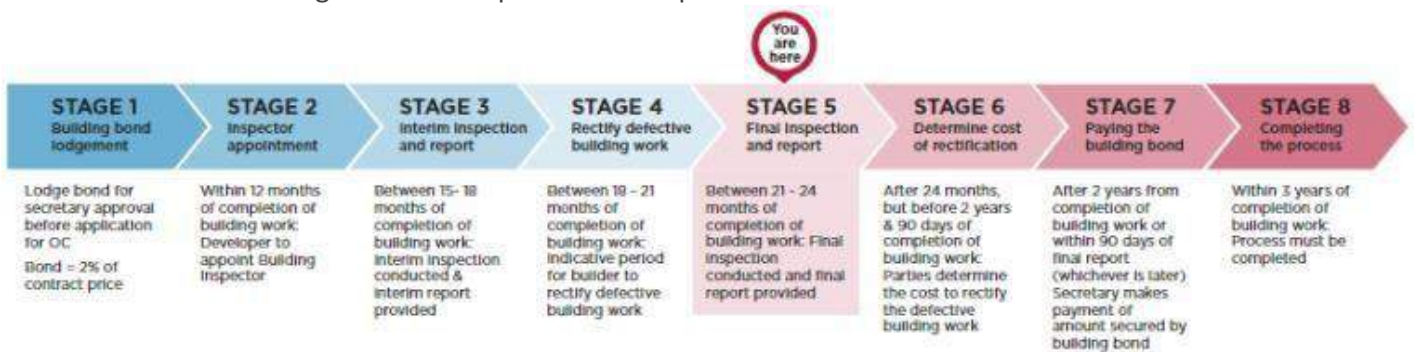
- each defect identified with supporting picture(s);
- the cause of the defect (if reasonably practicable);
- the relevant BCA (Building Code Australia) clause if applicable.

The report when completed will be submitted to the Department of Fair Trading Secretary for review and approval, then distributed to the Developer, Builder and Owners Corporation.

FINAL INSPECTION AND REPORT

The Final Inspection and Report at Stage 5 of the SBBIS process will need to be carried out 21-24 months after completion of the building work.

SBBIS Process Stage 5 – Final inspection and report



If defective building work identified in the interim report has not been rectified, section 201(2)(d) of the SSM Act requires the building inspector to provide a scope of works to rectify the defective building work that was identified in the interim report and remained unrectified in the final report.

The scope of works does not include provision of any indicative costing of recommended rectification.

Limitations:

All inspections conducted by EEBC are made visually and are limited to fully accessible areas. EEBC will not conduct any invasive testing or inspections.

EEBC will not dismantle, remove or move objects including, but not limited to, foliage, decorative mouldings, insulation, floor or wall coverings, sidings, ceilings, floors, fittings, furnishings, appliances or personal possessions in order to conduct an inspection.

Consequently, wall and floor cavities, roof areas, areas behind stored goods in cupboards, or other areas that are concealed, or obstructed will not be inspected and EEBC will not provide any report on such areas.

FOR ANY FURTHER INFORMATION PLEASE CONTACT

ONE OF OUR STAFF MEMBERS ON

P: 1800 965 966 E: CONTACTUS@EEBC.COM.AU

Scott Harper

MD Eagle Eye Building Consulting

Principal Strata Bond Inspector



CAREER SUMMARY

Commencing as an apprentice bricklayer in 1989, I progressed my career over 32 years to perform in many roles and gain extensive experience across a broad range of industry projects. With proven success in construction and business, I have held the position of Principal Building Consultant, Building

Contractor, Managing Director, Business Development Manager, Delivery and Project Manager, Construction Manager and Supervisor across private and public organisations. I am an individual who is experienced and highly skilled with building systems, development, and implementation of organisational strategies, policy and procedures used in the delivery of residential and commercial construction projects, who is known for demonstrating personal discipline and leadership to deliver projects on time and budget, while managing the interest of all stakeholders.

ACADEMIC AND PROFESSIONAL QUALIFICATIONS

ASBC Strata Building Bond Inspector (Current)

Qualified Builder – Unlimited NSW (Current)

Building Practitioner - Commercial and Residential – Unlimited Victoria 1997-2017

Master of Management CSU 2007

Diploma of Project Management TAFE 2008

Associate Diploma of Applied Science (Building Inspection) TAFE 1995

Cert IV WHS TAFE 2011

Cert IV Training and Assessment TAFE 2011

Trade Certificate in Bricklaying TAFE 1992

Cert III Waterproofing MBA 2014

KEY SKILLS

Strata building bond inspections
 Dilapidation reports for Council, insurance or maintenance purposes
 Building work in progress or stage inspections
 Building project management
 Property Development Management
 Building in Bushfire Zone Services
 Insurance report (Causation or Defective remediation)
 Preparation of remedial cost estimates
 Inspection of incomplete, defective, and non-compliant building work for the preparation of a report to be used in a building claim in NCAT, Local, District or Supreme Court
 Expert witness for NCAT, Local, District or Supreme Court
 Preparation of a Scott Schedule setting out the particulars of a building claim
 Building defect diagnostics
 General Building maintenance and remedial building e.g., rising damp, water entry, roofing and roof water drainage, site drainage, leaking showers, cracks to buildings, paint or coating defects, tiling.
 Alternative Dispute Resolution
 Methamphetamine testing and reporting

MEMBERSHIPS AND AFFILIATIONS

- ASBC Executive & Strata Bond Panel Committee Member since 2020
- ASBC Strata Bond Panel Inspector (Current)
- ASBC Strata Bond Panel Inspector - Trainer and Assessor (Current)
- Australian Institute of Building – Chartered Building Professional Since 2011
- Institute of Building Consultants NSW 2015-2021 (Secretary) 2017-2020
- Australian Society of Building Consultants since 2020
- Master Builders NSW 2011-2021 (Construction Apprenticeship Mentor 2013)
- Australian Concrete Association since 2021

CAREER HIGHLIGHTS

Self-employed – Bricklayer 1990-1994

Self-employed – Licenced Builder Since 1995

Self-employed Building Consultant Since 2015

Delivery Project Manager Government Stimulus Program 2009 \$2.2 Billion Housing Program

Project Manager Building Education Revolution 2010

TAFE NSW Training Facilitator 2010-2015

Federation University Adjunct Lecturer 2012-2015



Dax Love
Australian Society of Building
Consultants
Strata Bond Inspector
EEBC Partner

ABOUT ME

I have over 33 years in the Building Industry and have been providing Building Consultancy services since 2010. I come from three generations of builders in the Sydney region

I have worked in Asia and back home in Australia and I have a passion in finding and resolving building defects for the interest of all stakeholders. I am committed to helping Clients and Building Stake Holders resolve building defects in a practical and cost-effective manner.

KEY SKILLS

- Project management
- Pre-purchase due diligence
- Expert and technical advice
- Dilapidation surveys
- Supervision of construction



QUALIFICATIONS

- Work at Heights and Confined Spaces Certificate
- Strata Inspection Panel Certificate through the *Australian Society of Buildings Consultants Incorporated*
- Safe Access To Rail Corridor Certificate
- Asbestos Awareness Course
- Timber Pest Management
- Certificate III in Construction Waterproofing
- Senior First Aid and Advanced Resuscitation Technique Certificate
- Diploma of Building and Construction (Building)
- Certificate IV in Building and Construction (Building)
- Occupational Health & Safety Induction Training for Construction Work
- Graduate Diploma in Information Technology
- Bachelor of Economics
- Bachelor of Arts (Asian Studies)



PROFESSIONAL EXPERIENCE

I have inspected and reported on over two thousand properties and undertaken a wide range of Building Consultancy matters including;

- Quality Assurance on multi-storey residential dwellings in units over 100
- General building defects assessment including waterproofing and damp penetration matters
- Expert Witness matters for both builders/developers and dwelling owners
- Inspection of new building work for compliance with building codes, standards and quality of workmanship
- Project management, building and timber pest inspections



PROFESSIONAL MEMBERSHIP

- Master Builders Association
- Australian Society of Building Consultants
- NSW Licensed Builder

BEN WILKE

Australian Society of Building
 Consultants
 Strata Bond Inspector
 EEBC Partner

ABOUT ME

I have over 25 years' experience in the building industry. My experience encompasses residential and commercial projects in the capacity as a Tradesman, Project Manager and Building Consulting. The area of my work that I find most interesting is the investigation of new construction building defects and litigation cases.

I also enjoy working with my clients to provide professional, cost-effective, and realistic solutions to complex problems.

KEY SKILLS

- Strata Bond Inspector
- Project Management
- Preparation of Expert Reports & Scopes of Rectifications
- Building Defect Inspections & Reports
- Investigation & Diagnostic Services
- Work in Progress Inspections & Reports
- Estimates and Quotations
- Tendering / Estimations
- Dilapidation Reports
- Contract Negotiation and Signage
- Strategic Planning and Budgeting
- Pre-Purchase Inspections
- Superintendent
- Site selection and feasibility analysis



QUALIFICATIONS

- Design and Building Practitioner NSW Registered Practitioner
- The Value of Australian Standards Department of Fair trading
- Waterproofing Design Principals Department of Fair trading
- Pre-Purchase Inspection and Report Writing Master Builders Association
- New Construction Defect & Warranty Inspections
- House Safe Inspection Training
- Building Inspections, A.S: 4349.1
- House Safe Inspection Training
- Essential Report Writing Skills
- Concise Writing Consultancy
- Building Inspections, A.S: 4349.1
- House Safe Inspection Training
- Certificate IV – Project Management
- Management Consultancy International
- Certificate IV – Building and Construction
- Master Builders Association
- Certificate III - Carpentry and Joinery TAFE



PROFESSIONAL EXPERIENCE

I have a broad spectrum of building consultancy experience identifying and reporting on defective building works, investigating defects, and acting as an expert witness on litigation matters, and project manager working on commercial and strata residential projects.



PROFESSIONAL MEMBERSHIP AND QUALIFICATIONS

- ASBC Building Consultants Strata Bond Inspector No 126
- Builders License No 63588S
- MBA Building Consultant No 3503750
- DBP Building Practitioner No BUP0000526
- SBBIS Registered Inspector
- Height Safety Certificate
- OH&S White Card



CAREER OBJECTIVES

- To be unbiased in my inspection and in acting as an expert report
- To protect consumers against bad practice in residential construction
- To remain reliable and be a vital source of information
- To be independent in reporting and providing professional advice
- Committed to continue training and education
- To stay updated with new developments and innovations in the construction sector
- To be recognized as an accredited building consultant

JOHN MAGLIS

Consulting Engineer
EEBC Partner

ABOUT ME

I have over 34 years in the Building Industry and have been providing Engineering and Building Consultancy services since 1997. I have a background in Engineering, Building Construction and Surveying.

I have special interests in identification and rectification of building defects, cost effective Fire Risk Management and Structural Remediation of ageing structures. I am committed to helping Clients and Building Stake Holders resolve building defects in a practical and cost-effective manner.

KEY SKILLS

- Remedial engineering advice
- Asset maintenance advice
- Expert and technical advice
- Dilapidation surveys
- Project management



QUALIFICATIONS

- Bachelor of Engineering, Civil & Structural
- Bachelor of Engineering, Electrical
- Diploma in Environmental Health and Building Surveying
- Diploma in Building Science
- Diploma in Electrical Engineering
- Timber Pest Inspection Certificate
- Electrical Licensing Certificate
- Electrical Engineering Wiring Certificate
- Real Estate Practice Certificate
- Asbestos Identification and Management Certificate
- Height Safety Awareness Certificate
- Occupational Health & Safety Induction Training for Construction Work



PROFESSIONAL EXPERIENCE

I have inspected and reported on over twelve thousand properties and undertaking a wide range of Engineering and Building Consultancy matters including;

- Structural defect assessment and preparing scope of works for structural remediation
- General building defects assessment including waterproofing and damp penetration matters
- Fire safety assessments and preparing scope of works for fire safety upgrades on existing aged buildings for compliance with Building Code requirements
- Inspection of new building work for compliance with building codes, standards and quality of workmanship
- Structural dilapidation and expert opinion reports
- Project management, building and timber pest inspections



PROFESSIONAL MEMBERSHIP

- Australian Institute of Building Surveyors
- Institution of Engineers Australia
- NSW Licensed Builder and Building Consultant



SPECIAL INTERESTS

- Cost effective structural remediation and fire risk management of ageing structures
- Energy efficient housing including application of renewable energy resources and new technologies in residential buildings

WHAT'S COVERED BY STRATA BUILDING INSURANCE

WHAT IS BUILDING INSURANCE

Quite simply, Strata Building Insurance protects the Owners Corporation for damage sustained to the building as a result of an Accidental or Malicious act. Common examples are;

- Fire/Arson
- Storm/Tempest
- Lightning Strikes
- Vandalism
- Vehicular Impact
- Burglary & Theft
- Glass Breakage
- Burst Pipes
- Earthquakes

A common misapprehension is that Strata Building Insurance protects the Owners Corporation for the routine maintenance items or building defects such as the repair of leaking shower trays, settlement/movement cracks in walls & ceilings or concrete cancer, unfortunately this is not the case. The easiest comparison to think of is motor vehicle insurance. You can insure your vehicle against having an accident, however you cannot insure your vehicle for wearing out. This same principle applies to Strata Building Insurance.

HOW IS AN OWNER OF A LOT PROPERTY PROTECTED?

Every Owners Corporation has a mandatory duty to insure 'the building' against accidental or malicious damage – section 160 (1), Strata Schemes Management Act 2015 (the Act).

Lot space within a strata scheme is commonly defined as;

“the cubic air-space contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor”

Under this definition the lot owner is responsible for the repair, replacement and maintenance of all building components housed within the lot, such as;

- Internal walls
- Internal doors
- Toilets, baths & basins
- Shower screens
- Built-in wardrobes
- Kitchen sinks, cabinets and bench tops
- Appliances, such as wall and bench ovens, cook tops, range hoods, hot water heaters and bathroom & laundry exhaust fans

For example, a leaking tap washer in the kitchen or leak through a shower screen is the lot owners' responsibility to maintain. However, by virtue of the term 'the building' being included in section 160 (1), many of the building components contained within the 'lot' are protected by the mandatory Building Insurance that is taken out by the Owners Corporation.

Simply speaking these items are the lot owners' responsibility for the purposes of repair, replacement and maintenance, however they are protected by the Strata Building Insurance if damaged via an insurable event.

ARE MY CONTENTS COVERED?

No, the contents and fittings contained within your lot ARE NOT protected by the Strata Building Insurance and are specifically excluded from the policy, items such as;

- Carpets and underlay
- Floating floorboards
- Wallpaper
- Curtains and blinds
- Light fittings
- Paint work on walls & ceilings
- Wall tiles located on internal walls
- Any furnishing or personal contents
- Electrical appliances that are not hardwired into the building e.g. clothes dryers, dishwashers or microwaves

Owner-occupiers may extend the cover on their contents insurance to include the items not covered by the strata building insurance. Most major mainstream insurers in NSW are aware of the delineation between strata building insurance and contents insurance for a strata property and are happy to extend home contents insurance to include the items listed above.

Non-resident or investor owners may take out 'Landlords Insurance' for a sufficient sum to cover the fittings of their lot. However all owners should undertake their own inquiries with their insurer or insurance broker to ensure their contents are adequately protected by their contents policy.

STATUTORY INFORMATION

QUORUM (CLAUSE 17, SCHEDULE 1)

1. A motion submitted at a meeting must not be considered, and an election must be held at a meeting, unless there is a quorum present to consider and vote on the motion or on the election.
2. A quorum is present at a meeting only in the following circumstances:
 - (a) If not less than one-quarter of the persons entitled to vote on the motion or election are present either personally or by duly appointed proxy.
 - (b) If not less than one quarter of the aggregate unit entitlement of the strata scheme is represented by the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election.
 - (c) If there are 2 persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election, in a case where there is more than one owner in the strata scheme and the quorum otherwise calculated under this subclause would be less than 2 persons.
3. A person who has voted, or intends to vote, on a motion or at an election at a meeting by permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.
4. If no quorum is present within the next half-hour after the relevant motion or business arises for consideration at the meeting, the chairperson must:
 - (a) Adjourn the meeting for at least 7 days, or
 - (b) Declare that the persons present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.
5. If a quorum is not present within the next half-hour after the time fixed for the adjourned meeting, the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.

RESOLUTIONS

Ordinary Resolution

A motion put to a meeting of the Owners Corporation is decided according to the majority in number of votes cast for and against the motion with each person having one vote for each lot in respect of which the person is entitled to vote.

Special Resolution

If a motion put to a general meeting of the Owners Corporation requires a special resolution*, the passing of a special resolution requires that a vote to be taken by units of entitlement and that not more than one quarter of the units of entitlement represented at the meeting and entitled to vote, vote against the motion.

Unanimous Resolution

If a motion put to a general meeting of the Owners Corporation requires a unanimous resolution*, the passing of a unanimous resolution requires that no vote to be cast against the motion.

*Such motions are clearly indicated in the form of motion.

STATUTORY INFORMATION

VOTING RIGHTS (PART 4, SCHEDULE 1)

You, or where this notice is addressed to a corporation, your company nominee, may vote at the meeting:

1. Either in person at the meeting or by duly appointed *proxy whose instrument of appointment is given to the secretary of the Owners Corporation before the commencement of the meeting;
2. Except in the case of a motion requiring a unanimous resolution, only if all contributions levied and payable on the above lot(s), and any other monies recoverable under the above Act by the Owners Corporation from you at the date of this notice, have been duly paid before the commencement of the meeting; and
3. In the case of an owner of a lot subject to a first mortgage shown on the strata roll (a priority vote), only if the mortgagee fails or neglects to exercise the voting power conferred on him by schedule 2 part 2 of the above Act.
4. Where this notice is addressed to a corporation, the company nominee voting at the meeting must be the company nominee/s specified on the section 22 notice and strata roll for the Owners Corporation. The nominee must also provide the chairperson with a written authorisation of their entitlement to vote at the meeting.
5. A power of attorney may only cast a vote at the meeting via a duly completed Proxy Appointment Form signed by the owner/s of the lot they are representing.

PRE-MEETING ELECTRONIC VOTING

Owners Corporations may allow for 'Pre-Meeting Electronic Voting' which is a means of casting a vote electronically, up to 24 hours before the commencement of a meeting.

Our office has implemented an electronic voting mechanism which is accessible via the Netstrata weblink portal established for your Strata Scheme. Owners who cannot attend a meeting or prefer to vote electronically may logon to the portal (website - <https://portal.netstrata.com.au/>) and cast a vote for the motions being considered at the meeting. There are however the following limitations as imposed in the Strata Schemes Management Regulation 2016 (Regulation 14):

1. The pre-meeting vote may have no effect where a motion is amended at a meeting;
2. A motion that is to be determined wholly by pre-meeting electronic voting may not be amended at the meeting for which the pre-meeting electronic voting is conducted;
3. A motion that is to be determined partly by pre-meeting electronic voting must not be amended at the meeting for which the pre-meeting electronic voting is conducted if the effect of the amendment is to change the subject matter of the original motion;
4. A pre-meeting vote may not be counted for the purposes of a Strata Committee election.

GENERAL MEETING INFORMATION

OFFICE LOCATION & ACCESS

Our Meeting Rooms are located above 'Hardcore Gym', pedestrian entry from 298 Railway Parade, Carlton. Parking is available at the rear of our premises and Carlton railway station from Railway Parade. Lift Access for disabled or less mobile persons is available via our rear entry with prior notification to your strata manager. The facilities at our office enable the meetings for your scheme to be conducted in a comfortable and business like environment and avoid potential W.H. & S. issues and other liabilities for your scheme.

ABOUT THE AGENDA

A synopsis of the motions to be determined at this meeting as well as the statutory requirements relating to the conduct of a general meeting are detailed in the meeting notice. Whilst they are largely self-explanatory, we urge you to read them so you are fully aware of your rights and obligations surrounding the matters to be determined.

MEETING DURATION

The duration of the meeting will largely depend on the number of motions to be determined. A simple proxy meeting (i.e. one conducted via proxy/postal vote) may only take a few minutes, whereas an Annual General Meeting usually last around 1 hour.

WHERE TO FIND OUT MORE

Copies of 'Strata Living', an owner's guide produced by NSW Fair Trading is available from the NSW Fair Trading website www.fairtrading.nsw.gov.au.

Strata Living is a useful guide outlining all your rights, obligations and responsibilities of owning in and the administration of Strata Properties in NSW.

You can also find out more regarding the operation of your scheme, strata legislation and other useful information by visiting our website

www.netstrata.com.au.

QUESTIONS?

We encourage your questions and feedback surrounding all aspects of the administration of your strata property, however to save time at the meeting we'd ask that any questions you may have regarding the agenda or attachments be directed to your strata manager prior to the meeting.

VOTING & ATTENDANCE

If you are unable to attend the meeting you may signal your voting via the Proxy/Voting form enclosed with the meeting notice or vote online via your owner portal at www.netstrata.com.au.

Please note however only committee members may vote at committee meetings.

GENERAL DISCUSSIONS

If time permits there will be a general discussion period at the conclusion of the meeting so owners have an opportunity to raise other matters not on the agenda, however any decisions made will be limited to the delegated authority of the manager.



www.netstrata.com.au

P: 1300 638 787

admin@netstrata.com.au

Emergency (after hours): 1300 663 760

Head Office

298 Railway Parade
Carlton NSW 2218

Wollongong Office

Suite 3.03, 3 Rawson St
Wollongong NSW 2500

Sydney CBD Sales Office

Level 26, 44 Market St
Sydney NSW 2000

Minutes of Extraordinary General Meeting



Strata Plan:	102187 - 11 MITCHELL AVENUE, JANNALI
Meeting date:	Wednesday, 28 July 2021
Commenced:	06:00 PM
Apologies:	Nil
Pre Meeting Voting:	Nil
Present:	Lot 2, Lot 8, Lot 9, Lot 11, Lot 13, Lot 14, Lot 16, Lot 22, Lot 24, Lot 25, Lot 26, Lot 27, Lot 29, Lot 30, Lot 31
Proxies:	Nil
Corporate Authorisation:	Lujie Jiang of Trueland Development appointed by Mitchell Avenue Development Pty Ltd
In attendance:	Craig Clark of Network Strata Services T/A Netstrata, Stacey McNally of BME Group
Quorum:	15 of 31 lot owners were present, a quorum was formed.
Chairperson:	Craig Clark

Motion 1.

Confirmation of Previous General Meeting Minutes

RESOLVED that the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting.
Vote: All in favour

Motion 2.

Building Defects and Rectification

RESOLVED the Owners Corporation discussed the statutory warranty periods which apply to the strata scheme and decided that the strata manager will obtain 3 quotes for structural engineers to carry out a full comprehensive inspection to all lots and common property to confirm and list all defects within the building including both major and minor defects. When all quotes are obtained an Extraordinary General Meeting will be held for owners to vote and approve 1 of the quotes and raising an additional levy to cover the cost of the work.

It was further resolved that a fee proposal is obtained for legal representation so when the report is completed (if approved at upcoming EGM) that the solicitors will provided detailed plans on how to present this report to the builders to review and have defects attended to and finalised. When the EGM is held we will also arrange for representative from preferred legal advisor to attend meeting.

Vote: All in favour

Motion 3.

Minor Renovations By-law

RESOLVED The Owners Corporation SPECIALLY RESOLVES pursuant to sections 110 and 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law Minor Renovations on the terms set out below or which are attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

Vote: 100% in favour

Motion 4.**Major Building Work
(Major Renovations)
By-Law**

RESOLVED The Owners Corporation SPECIALLY RESOLVES pursuant to sections 108, 111 and 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-law Major Building Work (Major Renovations), on the terms set out below or which are attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

Vote: 100% in favour

Motion 5.**Special By-Law
(Installation of
Awnings/Pergola)**

RESOLVED The Owners Corporation SPECIALLY RESOLVES pursuant to sections 142 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law Installation of Awnings/Pergolas, on the terms set out below or which are attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

Vote: 100% in favour

Motion 6.**Special By-Law - Lot
31 Wall Removal**

RESOLVED The Owners Corporation SPECIALLY RESOLVES pursuant to sections 142 (1) of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-law Wall Removal - Lot 31 on the terms set out below or which are attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

Vote: All in favour

Motion 7.**Louvered Pergola &
Wall Removal -
Motion Submitted
By Lot 31**

RESOLVED that the owners approve the request received from the owner of lot 31 to install a louvered pergola and removal an internal wall on their balcony as outlined in the request in the meeting notice and subject to the By-Laws approved during this Extraordinary General Meeting.

Vote: All in favour

Motion 8.**Retractable Awning
- Motion Submitted
By Lot 29**

RESOLVED that the owners approve the request received from the owner of lot 29 to install a retractable awning on their balcony as outlined in the request in the meeting notice and subject to the By-Laws approved during this Extraordinary General Meeting.

Vote: All in favour

Closure:

The meeting closed at 07:40 PM



.....
Craig Clark
Chairperson

Proposed date for next Extraordinary General Meeting:



NETSTRATA

EST 1996

Notice of

EXTRAORDINARY GENERAL MEETING

**THE OWNERS – STRATA PLAN 102187
AT 11 MITCHELL AVENUE
JANNALI NSW 2226**

Date: Wednesday 28th July 2021

Time: 6:00 PM

**Venue: Virtual Meeting Room
Click Here: <https://zoom.us/j/4296973138>
or Teleconference: (02) 8015 6011**

Virtual Meeting Only

Please see the covering letter for further details on how to join the meeting

Prepared by: Craig Clark

Direct Line: 02 8567 6409

Post: PO Box 265, Hurstville BC NSW 1481

Email: craig.clark@netstrata.com.au Web: www.netstrata.com.au

Understanding Strata Property Maintenance

One of the most confusing aspects of owning a lot within a Strata Scheme is understanding who is responsible for the maintenance of certain elements within the lot – an individual owner or Owners Corporation (Body Corporate)?

This debate has existed since strata schemes legislation was first accepted in 1961 and has been further confused by the way in which owners and Owners Corporations' interpret the maintenance obligations for their strata schemes.

This confusion is further exacerbated because not every strata plan is the same and some Owners Corporations may pass specific resolutions or By-Laws changing or absolving the Owners Corporations maintenance responsibilities.

Briefly; generally each owner is responsible for the maintenance, repair and replacement of all those components of the building that are housed within the external walls of their unit/villa or townhouse or service only their lot (within the lot envelope). Section 106 of the Strata Schemes Management Act 2015 places a mandatory duty on the Owners Corporation to repair and maintain all elements outside of this envelope (the common property) or shared services that may pass through the unit.

In the diagram below, those areas that are generally considered to be common property or the Owners Corporations responsibility to maintain are highlighted in **RED**. This applies to strata schemes registered after 1 July 1974.

The cubic airspace of the lot also extends to the balcony or courtyards and is usually defined by a notation on the Strata Plan.

Any shared apparatus, such as pipes or conduits that pass through a lot are still the Owners Corporations responsibility to maintain, even though they are contained within the lot.

These areas are known as 'Structural Cubic Space'.

This image is subject to copyright©

 NETSTRATA

Lot space within a strata scheme is commonly defined as;

“the cubic airspace contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor”

In this example, all the internal walls and doors are highlighted in **BLUE** representing lot property. Other typical elements of Lot property include kitchen and bathroom cabinets and accessories, carpets, paintwork and appliances. For a detailed list of typical lot property and common property maintenance responsibilities go to www.netstrata.com.au

Once a pipe or conduit enters the lot, it becomes the 'lot owners' responsibility to maintain if it only services that lot. Common examples include, taps and drainage pipes under sinks & vanities

When assessing the maintenance responsibilities for your scheme it is important that a detailed examination of your strata plan and by-laws be undertaken to determine the specific responsibilities associated with your property. Owners should also be familiar with any warranties that may be applicable to apparatus and building structure at their property and the limitations and application of these warranties.

MEETING AGENDA

- Apologies.
- Proxies & Powers of persons present.
- Determination of Quorum and Validity of meeting.

The motions to be considered are as follows:

Motion 1

Confirmation of Previous General Meeting Minutes

That the minutes of the previous general meeting be confirmed as a true and accurate account of the proceedings of that meeting.

Motion 2

Building Defects and Rectification

That the Owners Corporation consider building defects and rectification (provided that the strata scheme is in the warranty period).

Motion 3

Minor Renovations By-law

To decide by Special Resolution*, pursuant to sections 110 and 141 of the *Strata Schemes Management Act 2015* THAT an additional by-law be made, Special By-Law – Minor Renovations – on the terms set out below or which are attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

Minor Renovations By-law

1. Intention

The intention of this By-law is;

- To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- Define what Minor Works may be approved by the committee,
- Provide owners with an application process to have their Minor Works approved,
- Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions

- The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
 - Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
 - Renovating any other room within a lot (not including structural works)
 - Changing or installing recessed light fittings,
 - Installing or replacing wood or other hard floors,
 - Installing or replacing wiring or cabling or power or access points,
 - Work involving reconfiguring walls,
 - Installing or replacing pipes and duct work,
 - Installing a rainwater tank,
 - Installing a clothesline,

MEETING AGENDA CONTINUED

- j. Installing a reverse cycle split system or ducted air-conditioning system,
- k. Installing double or triple glazed windows,
- l. Installing a heat pump or hot water service,
- m. Installing ceiling, wall or floor insulation,
- n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
- o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
- p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
- q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
 - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
 - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,

MEETING AGENDA CONTINUED

- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
 - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
 - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- i. The supply of a Dilapidation Report prior to the commencement of the works,
 - ii. The supply of additional expert reports relevant to the proposed works,
 - iii. Payment of a Bond before commencement of the works,
 - iv. Conditions surrounding noise and proposed times of work,
 - v. Provisions for cleaning and removal of debris,
 - vi. Conditions surrounding access to common property for trades, equipment and vehicles.
 - vii. Any other matter relevant to the application.

Motion 4

Major Building Work (Major Renovations) By-Law

To decide by Special Resolution*, pursuant to sections 108, 111 and 141 of the *Strata Schemes Management Act 2015* THAT an additional by-law be made, Special By-Law – Major Renovations – on the terms set out below or which are attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

Major Building Work (Major Renovations) By-Law

1. Approval of Owners Corporation required

Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specification relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

MEETING AGENDA CONTINUED

2. Application to the Owners Corporation

An Owner wishing to procure the approval of the Owners corporation to Major Building Works must:

- (a) make an application in writing to the Managing Agent (or if a managing agent has not been appointed, to the Secretary);
- (b) include with the application:
 - (i) any fee prescribed by the Owners Corporation
 - (ii) detailed plans and specifications for the Major Building Works;
 - (iii) a description of the proposed Major Building Works; and
 - (iv) information as to:
 - A. whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and
 - B. whether the proposed Major Building Works will or are likely to impact on or affect the structural integrity of the Building.

3. Rights in Owners Corporation

- (a) in order for the Owners Corporation to process an application for approval for Major Building Works, the Owners Corporation may:
 - (i) require the applicant to submit further information, such as further plans, specifications or reports;
 - (ii) waive the requirement to submit detailed plans and specifications;
 - (iii) require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Major Building Works will not impact on the structural integrity of the Building; or
 - (iv) appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fee)
- (b) in processing an application, the Owners Corporation:
 - (i) may act in its own discretion;
 - (ii) approve it unconditionally or may impose conditions; and
 - (iii) may disregard its previous decisions.
- (c) In processing an application, the Owners Corporation may require the payment of a bond:
 - (i) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works
 - (ii) to be applied by the Owners Corporation towards rectification of any possible damage to Common Property as a result of carrying out the Major Building Works; and
 - (iii) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law.
- (d) the role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval it may give.
- (e) If the Owners Corporation has not approved an application for Major Building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.
- (f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

4. Pre-conditions to commencing to carry out Major Building Works

- (a) the provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.
- (b) Owners must not commence to carry out Major Building Works unless:
 - (i) the Owners Corporation has approved the works in accordance with this by-law (clause 1).
 - (ii) the Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with this by-law (clause 1).

MEETING AGENDA CONTINUED

- (iii) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
- (iv) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of Currency provided to the Owners Corporation;
- (v) the bond (if any) required by the Owners Corporation has been paid to the Owners Corporation;
- (vi) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works; and
- (vii) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

5. Pre-conditions to commencing to carry out Major Building Works to Common Property

- (a) the provisions of this by-law apply to Major Building Works to Common Property
- (b) if Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:
 - (i) a special resolution has first been passed at a meeting of the Owners Corporation specifically authorizing the carrying out of the works; and
 - (ii) if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner:
 - A. a special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the relevant parts of the Common Property is the responsibility of the Owner;
 - B. the Owners Corporation has made and registered a by-law to that effect; and
 - C. the Owner has given the Owners Corporation its approval to the making of the by-law

6. Condition when carrying out Major Building Works

When carrying out Major Building Works an Owner to whom approval has been granted must:

- (a) comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;
- (b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;
- (d) use only qualified and, where appropriate, licensed tradesmen;
- (e) ensure the works are carried out without undue delay;
- (f) ensure no materials, tools, rubbish, or debris are left lying about the Common Property;
- (g) cause as little disturbance to other Owners and Occupiers as is practicable;
- (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to Common Property, or if damage is caused, immediately make good that damage;
- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused immediately make good that damage; and
- (k) ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

7. Access to Common Property

The Owner to whom approval has been granted to carry out Major Building Works is authorized access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the Major Building Works (or for such time as permitted in any approval to the Major Building Works from the Owners Corporation)

8. Completion of Major Building Works

On completion of Major Building Works, the Owner who has carried out the works must:

- (a) ensure all rubbish and debris caused by the works is removed from the Building and environs;

MEETING AGENDA CONTINUED

- (b) ensure the Common Property is left clean and tidy;
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and
- (d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Major Building Works do not impact on the structural integrity of the Building or upon Common Property.

9. Major Building Works must comply with Laws and requirements of Authorities

An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

10. Indemnity

An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) in connection with the major Building Works (including costs for approving the Major Building Works); and
- (b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

11. Right in Owners Corporation to remedy

At its discretion, the Owners Corporation may:

- (a) perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out its rights in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

12. Future alteration to Major Building Works

Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law.

13. Major Building Works Not Permitted to Remain

Owners must not permit to remain on their Lot or Common Property any Major Building Works which have not been approved by the Owners Corporation in accordance with this by-law. This provisions of this by-law do not apply to any Major Building Works carried out prior to the date of registration of this by-law.

14. Development Consent

Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works the subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in this by-law.

MEETING AGENDA CONTINUED

Motion 5

Special By-Law (Installation of Awnings/Pergola)

To decide by Special Resolution*, pursuant to section 142 of the Strata Schemes Management Act 2015, whether the Owners Corporation should pass a By-Law permitting owners to undertake the installation of blinds, awnings, pergolas, shutters, screens, canopies and shades to the courtyards of their lots as follows;

Special By-Law (Installation of Awnings/Pergola)

Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the "devices") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
 - (b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
 - (c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;
 - (d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
 - (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - (i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;
 - (j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.
- (2) In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.

Motion 6

Special By-Law - Lot 31 Wall Removal

MEETING AGENDA CONTINUED

That the owners corporation specially resolve in accordance with Section 141(1) of the Strata Schemes Management Act 2015 (NSW) to change the by-laws for the strata scheme by making an additional by-law in the form annexed to the agenda for this meeting and marked 'A' and to complete, affix the seal to and lodge in the office of the Registrar-General notification of the same in the manner contemplated by Section 141(2)(a) of the Strata Schemes Management Act 2015 (NSW).

This by-law confers on the Owner Exclusive Use and Special Privileges with respect to part of the common property as a consequence of the Works to be undertaken on the Owner's lot.

1. The Special Privileges conferred by this by-law are rights for an Owner to alter and use the common property by undertaking works, referred to herein as "Works", that affect common property.
2. "**Owner**" means the Owner of lot 31 from time to time in Strata Plan 102187.
3. "**Works**" means the following alterations and additions to one or more areas of the Owner's lot to be undertaken by the Owner and the Owner's contractors (completed at the Owner's cost) according to Building Code of Australia standards:
 - a. Removal of non-structural wall within lot 403 balcony;
 - b. any other works reasonably required to complete items a – b.
4. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions of By-Law

Before Undertaking Works

5. The Owner must notify the Owners Corporation at least 21 days before undertaking the Works.
6. The Owner must submit to the Owners Corporation any documents or plans the Owners Corporation may reasonably require prior to undertaking the Works.

Carrying out the Works

7. When carrying out the Works, the Owner must:
 - a. transport all construction materials, equipment and rubbish in the manner prescribed by the by-laws of this Strata Scheme or in the manner reasonably directed by the Owners Corporation;
 - b. protect all areas of the building outside the Owner's lots from damage when undertaking the Works including but not limited to transportation of any materials, equipment and rubbish;
 - c. keep all areas of the building outside the Owner's lots clean and tidy throughout the period during which the Works are being completed;
 - d. only undertake the Works between the hours of 8 AM and 5 PM on weekdays or Saturdays;
 - e. remove all rubbish resulting from undertaking the Works immediately from the building; and
 - f. comply with all requirements of the Owners Corporation.

Completion of the Works

8. The Owner must, at the Owner's cost properly maintain and keep the common property to which the Works are to be carried out in a state of good and serviceable repair.

Liability and Indemnity

9. The Owner indemnifies the Owners Corporation against:
 - a. any legal liability, claim or proceedings in respect of any injury or damage to the common property, or to other property or persons to the extent that such injury, loss or damage arises from or in relation to the Works;
 - b. any amount payable by way of increased insurance premiums by the Owners Corporation

MEETING AGENDA CONTINUED

as a direct result of the Works;

- c. any amount payable to a local authority as a direct result of the Works;
- d. liability under section 106 of the *Strata Schemes Management Act 2015* in respect of the maintenance and repair of the common property affected by the Works.

10. Any loss or damage suffered by the Owners Corporation as a result of an Owner undertaking the Works, including a failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation within 21 days after a demand.

Expenses

11. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, undertaking, registration, implementation and enforcement of this by-law.

Motion 7

Louvered Pergola & Wall Removal - Motion Submitted By Lot 31

That the Owners Corporation consider the attached renovation request from the owners of lot 31 seeking approval to install a louvered roof pergola within their lot on their balcony. They are also seeking approval to remove an internal wall on their balcony.

Motion 8

Retractable Awning - Motion Submitted By Lot 29

That the Owners Corporation consider the attached renovation request from the owners of lot 29 seeking approval to install a retractable awning within their lot on the balcony.

Dated this Wednesday, 14 July 2021

NETSTRATA

EXPLANATION OF AGENDA ITEMS

Motion 1. Confirmation of Previous General Meeting Minutes

The minutes of your last general meeting will need to be confirmed. A copy of the previous minutes were issued to you shortly after the last general meeting, if you have not received a copy of these minutes please contact our office or you may view a copy via your owner portal at www.netstrata.com.au. If you have forgotten your username and/or password please email admin@netstrata.com.au.

Motion 2. Building Defects and Rectification

If your scheme is under the Statutory Warranty provisions as provided by the Home Building Act 1989, the owners must consider any outstanding Building Defect items and how they will be addressed. The Occupational Certificate for your scheme was issued on or about 11/11/2020. A six-year statutory warranty applies for major defects and two years for any other defects. These time limits are calculated from the completion of the building works, which is usually determined by the Occupation Certificate date (or Interim Occupation Certificate Date, whichever is the earlier).

For schemes where the building contract was entered into PRIOR to 1 February 2012, a seven-year warranty applies to all defects.

It should be noted that any reported defects or outstanding maintenance items must also be reported to the Owners Corporations insurers in accordance with the duty of disclosure provisions of the insurance policy.

Motion 3. Minor Renovations By-law

The Strata Schemes Management Act 2015 sets out guidelines for the approval of Minor Renovations to lots that involves work on common property. Section 110 of the Act allows approval for these works to be delegated to the Strata Committee. The purpose of the Minor Renovations By-law is to provide the requisite authority to the committee, along with a procedure for owners to apply for Minor Renovations and to have those renovations approved.

Motion 4. Major Building Work (Major Renovations) By-Law

The Strata Schemes Management Act 2015 sets out guidelines for the approval of Major Renovations to lots that may involve work on common property. Section 108 & 111 not requirements in relation to changes to common property and approvals that are required prior to commencing works. The purpose of the Major Building Work (Major Renovations) By-Law is to provide the formal steps to follow in relation to major renovations which may affect common property, along with a procedure for owners to apply for Major Renovations and to have those renovations approved.

Motion 5. Special By-Law (Installation of Awnings/Pergola)

The Owners Corporation has received a request from an owner seeking permission to undertake the installation of a weather protection device to their lot.

For the Owners Corporation to grant such approval and for purpose of permanent record, a By-Law has been proposed to establishing the terms and conditions of approval of the installation. In order for the By-Law to be passed a Special Resolution is required. This means that 75% of owners that vote at the meeting, either in person or by proxy, taken on a count of Unit of Entitlement votes are in favour of the proposal.

The terms and conditions of the proposed By-Law are detailed on the meeting notice and are largely self explanatory. Should you have any questions or comments regarding the By-Law, please do not hesitate to contact our office.

EXPLANATION OF AGENDA ITEMS

Motion 6. Special By-Law - Lot 31 Wall Removal

The Owner of Lot 31 within the Strata Scheme wishes to undertake renovations within his property. The renovation includes removal of a low height wall which currently divides their balcony. All works are to be completed at the cost of the Owner obtaining the benefit of the by-law, by licensed tradesman and the by-law provides indemnities in favour of the Owners Corporation for any loss or damage suffered by the Owners Corporation as a result of the works. The conditions of the by-law require the Owners to ensure appropriate notice is provided before commencement of the works and that approvals are obtained from Council, if required.

Motion 7. Louvered Pergola & Wall Removal - Motion Submitted By Lot 31

The owners of Lot 31 have submitted a request to seek approval from the Owners Corporation to install a louvered roof on their balcony and have submitted their plans on what they want to install. Also on their request is a request to remove the small wall within their balcony that is dividing 2 parts of their balcony. They have confirmed in the request that they will be seeking advice from a structural engineer to confirm that there will be no damage to the building to remove this wall.

Motion 8. Retractable Awning - Motion Submitted By Lot 29

The owners of Lot 29 have submitted a request to seek approval from the Owners Corporation to install a retractable awning on their balcony and have submitted their plans on what they are proposing to install.

Capital Works Contributions, Maintenance, Warranties & Recommendations

Budget provisions for the Capital Works are suggestions only. To obtain a more accurate projection of necessary Capital Works contributions the Act requires that every Owners Corporation undertake a 10 Year Capital Works assessment, reviewed every 5 years. We recommend that the Owners Corporation engage an expert such as a quantity surveyor, building consultant or engineer to prepare a Capital Works contribution assessment for your scheme.

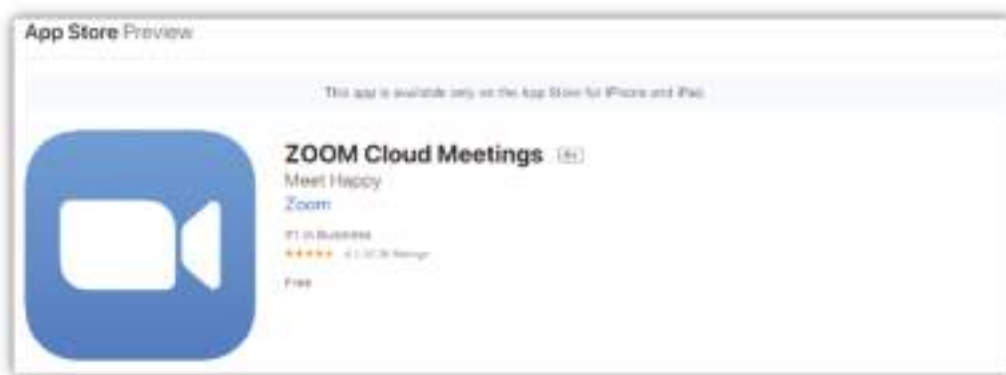
Owners in newer developments (i.e. those less than 10 years old) should be familiar with any warranties that may be applicable to apparatus and building structures that affect their lot and the common property as well as the limitations and application of these warranties. We recommend that owners engage the services of a professional building defect consultant or engineer to assess any building defect claim or warranty items that may affect the scheme.

Owners of older schemes (i.e. those where construction was commenced or completed prior to 31 December 2003) should be aware of their obligation to maintain an asbestos register for the property.

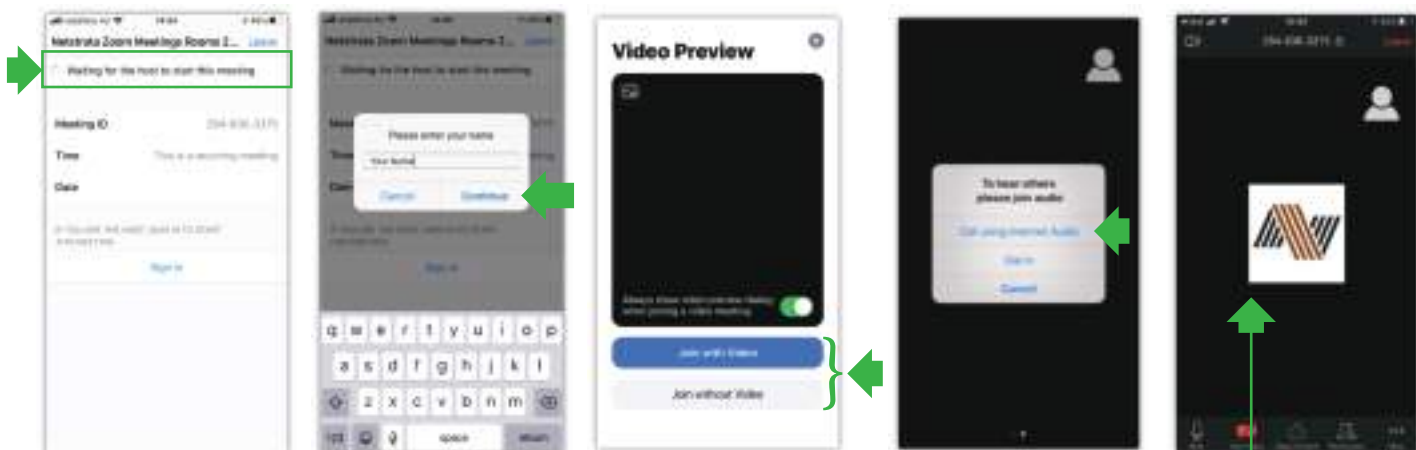
We also recommend that owners of commercial, industrial or mixed use schemes engage the services of a professional building consultant or engineer to complete regular Work Place Health & Safety inspections at their premises.

GETTING STARTED WITH IOS (IPHONE)

Go to Apple Store, Download and Install: **ZOOM Cloud Meetings**



Click on the link sent by your Strata Manager similar this: <https://zoom.us/j/1234567890>



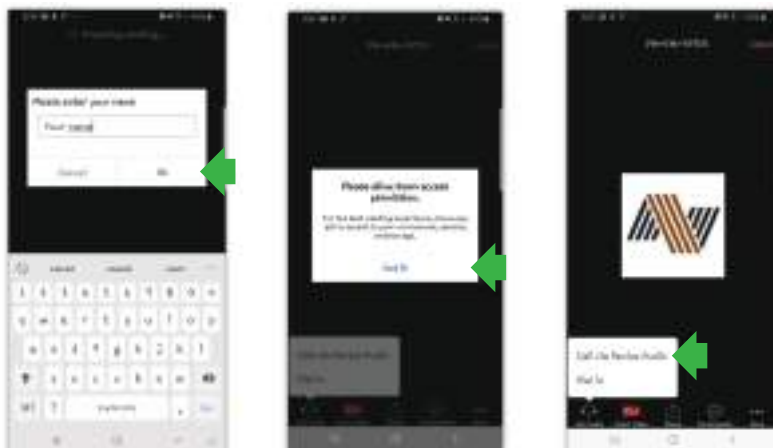
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GETTING STARTED WITH ANDROID

Go to Google Play Store, Download and Install: **ZOOM Cloud Meetings**

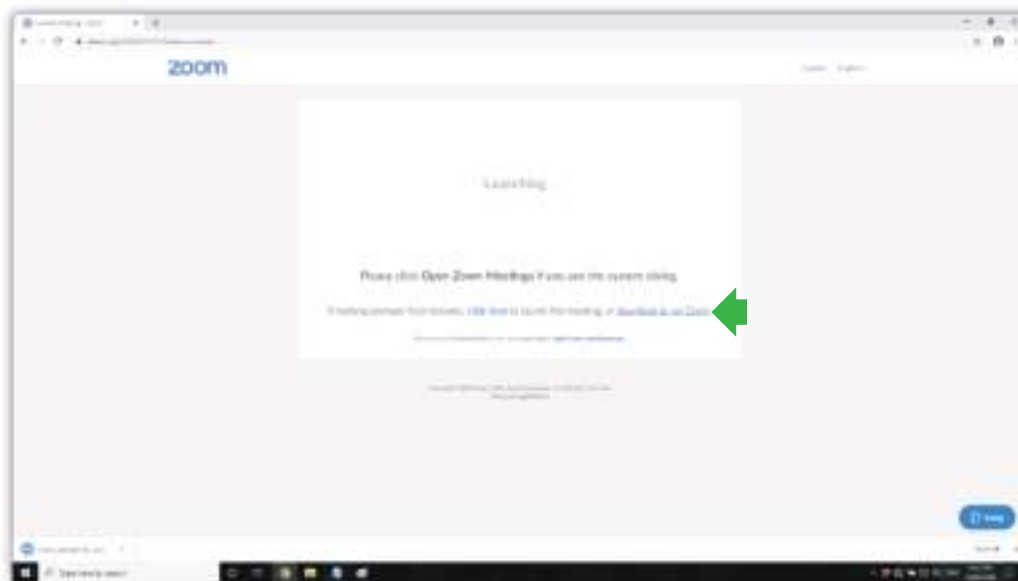
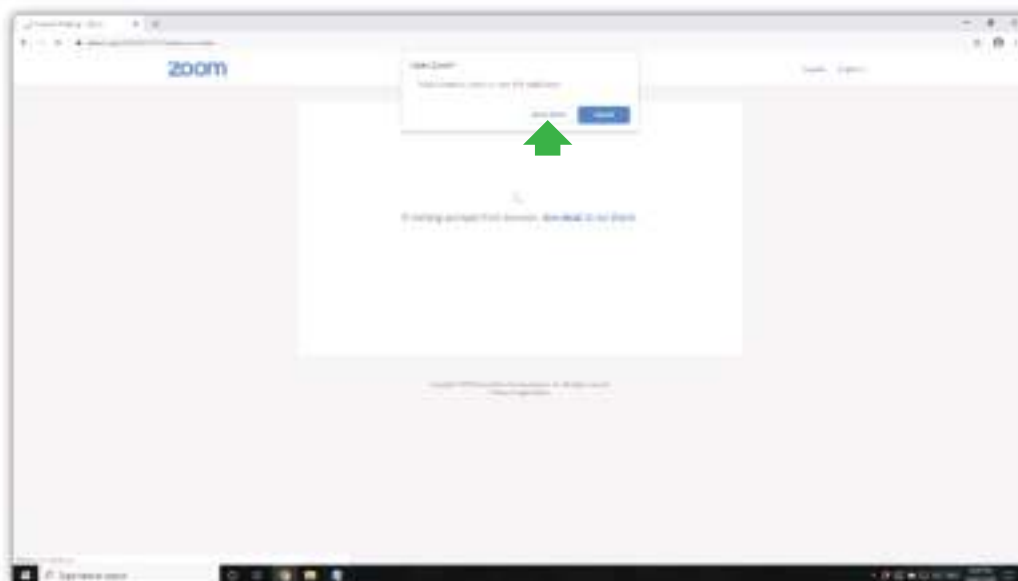


Click on the link sent by your Strata Manager similar this: <https://zoom.us/j/1234567890>

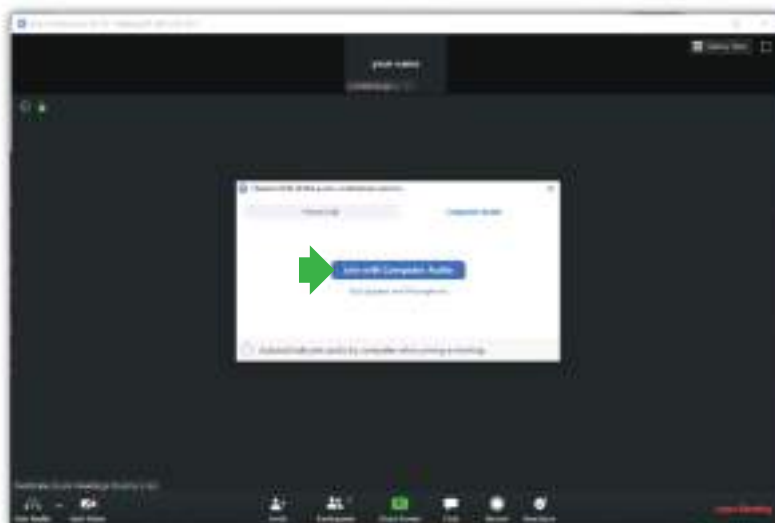


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similar this: <https://zoom.us/j/1234567890>



GETTING STARTED WITH PC/DESKTOP CONTINUED



Touch on the main screen
to see the options

RENOVATION APPLICATION FORM

PART A - CONTACT DETAILS	
Name: Kara Hanna & Joel Hooper	Position: Lot Owner/Company Nominee/POA
Address: 403/ 11 Mitchell Ave, Jannali, NSW 2226	
Phone (during business hours):	Mobile: 0434727414
Email Address: Karalea_hanna@hotmail.com	
BUILDING DETAILS	
Strata Plan: 102187 Lot 31	Unit No.: 403
Address of Property: 403/11 Mitchell Ave, Jannali, NSW 2226	
PROPOSED RENOVATION WORKS	
Summary of proposed works:	
Remove dividing wall in the middle of our balcony (with structural engineer approval) & add approx 6m x 3.5m louvered roof to western elevation side starting from NW corner of balcony (with strata committee approval).	
Proposed Contractor: TBC	Expected Duration: 1 week for wall (1 day noisy works) - 1 week louvered roof)
Contractor's contact number:	Contractor's Licence Number:
PART B – CONTRACTOR CHECKLIST	
Please attach the following documentation:	
<ul style="list-style-type: none"> ✓ Scope of work / Copy of quotation(s). ✓ Sketch or plans of the renovations. <i>(Must clearly identify which walls, doors or partitions will be removed, altered or installed, any changes to existing services, and location of any new pipes or conduits.)</i> ✓ Copy of your contractor's trade licence. <i>(All tradespeople must be fully qualified.)</i> ✓ Copy of your contractor's certificate of currency of public liability. <i>(All contractors must hold public liability insurance.)</i> ✓ Any additional information regarding the proposed Renovation works or contractor(s). 	
PART C – CHANGE OF FLOORING <i>(Please Note: Certain floorings may require a By-Law)</i>	
Proposed flooring material: <i>(e.g. timber, tiles—including total area and weight per square metre)</i>	
Location of the new flooring: <i>(e.g. all living areas, bedrooms, bathrooms, kitchen)</i>	
<p><i>To prevent the transmission of noise between apartments, all flooring installations must include an acoustic underlay that complies with a noise/impact isolation equal or better than that specified in the current National Construction Code. You must attach the following document(s) to your application:</i></p> <ul style="list-style-type: none"> ✓ Certification that the insulation specified for your new flooring will meet the above standards. <i>(This could be in the form of a letter from the insulation manufacturer confirming compliance with the above standards, a product specification sheet or certification from an acoustic engineer.)</i> ✓ Anti-slip rating for balcony tiles. 	
PART D – AIR CONDITIONING	
Brand and model number of Air Conditioner:	

Details of cooling unit condensation run-off to drainage:

Details of cooling unit pipes and conduit wall penetrations:

You must attach the following documents:

- ✓ Sketch of where the indoor and outdoor cooling units are to be located.
- ✓ Certification that the noise level of the Air Conditioning Unit will not exceed 60dBA when operating.

PART E – BATHROOM RENOVATIONS (Please Note: Certain works may require a By-Law)

Summary of Work:

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Details of tiles (including total area and weight per square metre):

Details of the waterproof membrane:

PART F – DECLARATION AND INDEMNITY

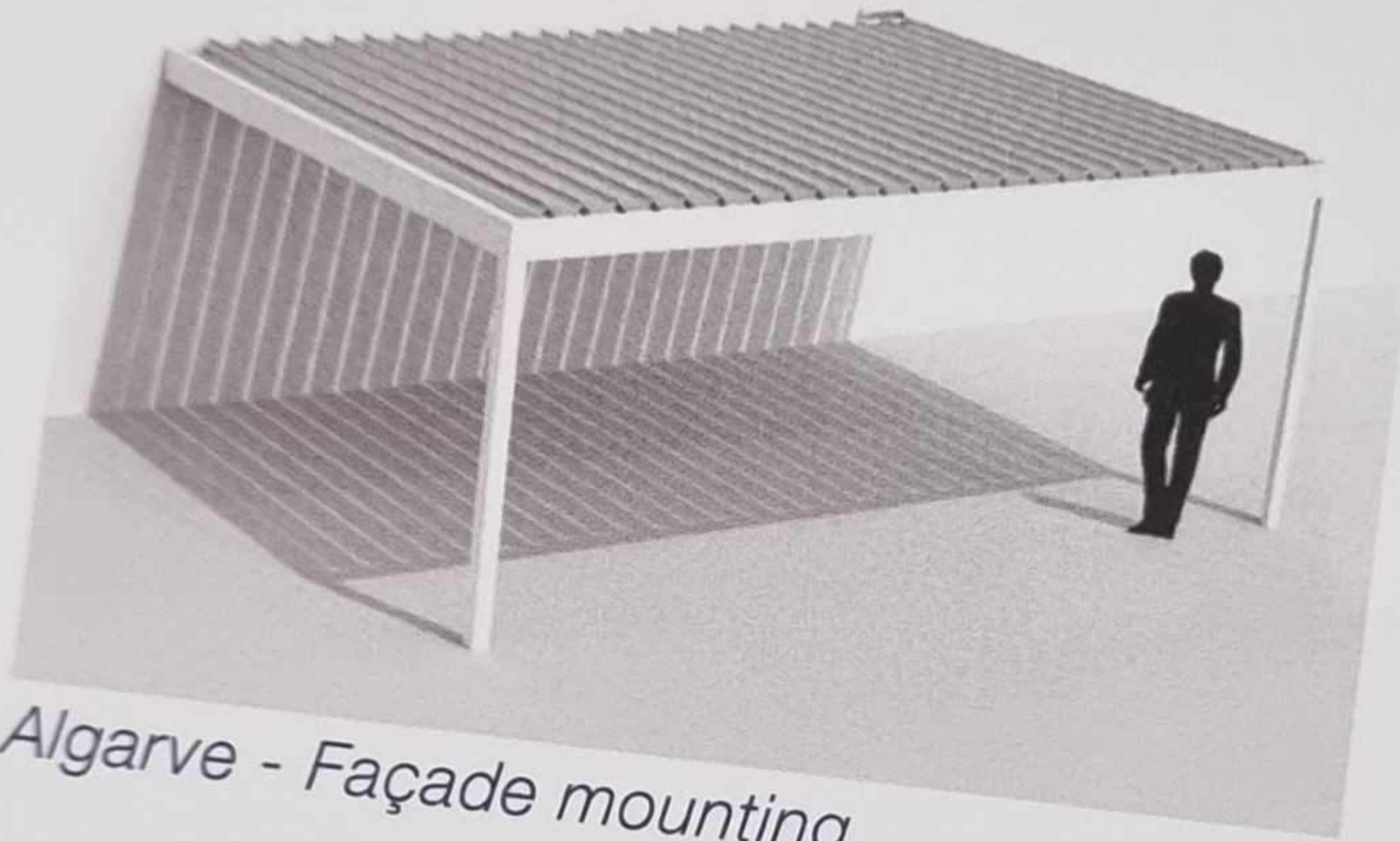
By signing this Renovation Application, the Owner agrees and acknowledges that:

1. The by-laws for the strata scheme to be complied with at all times.
2. All necessary permissions including building or planning permits have been obtained. **will be obtained.**
3. All works will be carried out in a safe and workmanlike manner by qualified tradespeople.
4. All contractors visiting the site for the purpose of the Renovations will be informed that the secured common property including the garage area is smoke free.
5. The Owner indemnifies the Owners Corporation against:
 - a) Any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property or to other property to the extent that such injury, loss or damage arises from or in relation to the Renovations;
 - b) Any amount payable by way of increased building insurance premiums by the Owners Corporation as a direct result of the Renovations;
6. The Owner must, at the Owner’s cost:
 - a) Properly maintain and keep the common property on which the device (which forms part of this application) is erected or attached in a state of good and serviceable repair; and
 - b) Properly maintain and keep the Renovations in a state of good and serviceable repair and must replace the Renovations (or any part of them) as required from time to time.
7. If the Owner removes the Renovations or any part of the Renovations made under any approval following this application, the Owner must at the Owner’s own cost, restore and reinstate the common property to its original condition.
8. Any loss and/or damage suffered by the Owners Corporation as a result of making the Renovations good may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good
9. Major building works like demolition are only permitted from 0800 – 1600 Monday to Friday. To preserve amenity for your neighbours, no weekend noise or vibration is allowed except under exceptional circumstances and only then if specific approval is given by the Strata Committee.
10. Every effort will be made by the Owner to minimize the impact of their Renovation works on the amenity of fellow residents or possible damage to common property.
11. All rubbish or waste will be removed from the site daily by the contractors and not placed in the common property rubbish or recycling bins.
12. At the end of each working day, the Owner will inspect common property areas traversed by the contractors and will clean the areas of any building waste, material or dust resulting from the Renovations.
13. If you are not named as Owner on the Lot Title you must attach documentary evidence that you are legally entitled to act on behalf of the Owner, e.g. Company or Trust nominee letter or Power of Attorney.

OWNER SIGNATURE

Name: Kara Hanna	Signature: Kara Hanna	Date: 1/7/21
------------------	-----------------------	--------------

A



Algarve - Façade mounting

Algarve







7 July 2021

Our Ref: SLET-21159.01A

STRUCTURAL CERTIFICATE

**PROPOSED LOW HEIGHT WALL REMOVAL (PW.1)
LEVEL 4, 11-15 MITCHELL AVENUE, JANNALI NSW**

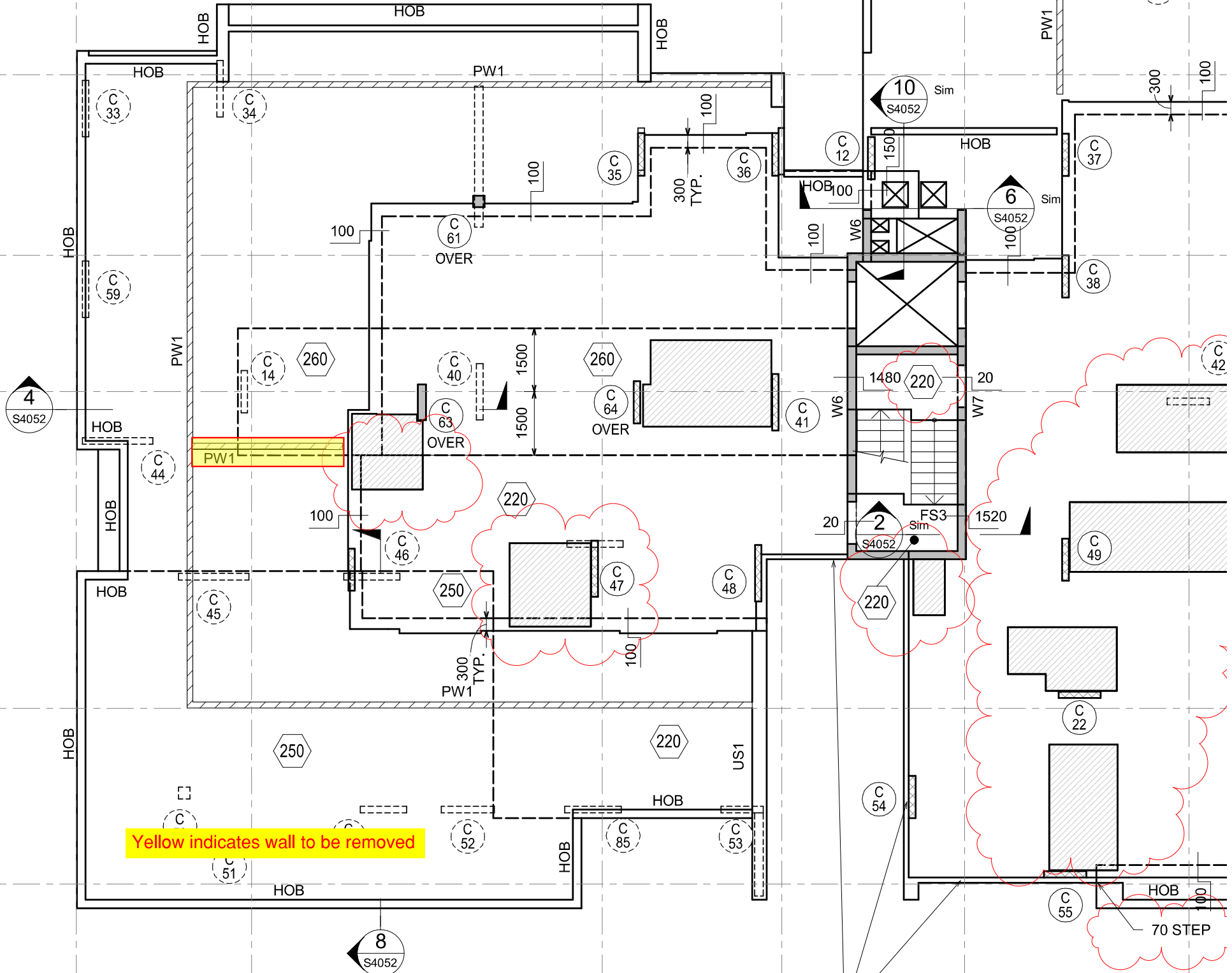
REFERENCE DRAWING No: 181026-S4001 – XAVIER KNIGHT CONSULTING ENGINEERS P/L

We confirm that the existing low height wall (denoted PW.1 and highlighted in yellow on attached reference drawing), is non load-bearing. We confirm that this wall can be safely removed without affecting the structural adequacy of the existing building. Existing reinforcement starter bars to be removed. Prime surface with SikaMonotop 910 and apply repair mortar SikaMonotop – 412 NFG in accordance manufacturer's specifications.

For and on behalf of Lindsay & Associates Pty Ltd

A handwritten signature in black ink, appearing to read "M. Lindsay", is written over a light blue rectangular background.

Mark Lindsay
BE(Hons) MIEAust CPEng (Civil/Structural) NPER 2499386



Yellow indicates wall to be removed

8
S4052

C 54

C 55

70 STEP



RENOVATION APPLICATION FORM

PART A - CONTACT DETAILS

Name: PHILLIP PRICE Position: Lot Owner/Company Nominee/POA
 Address: UNIT 401 11 MITCHELL AVE, JANNALI, NSW, 2226.
 Phone (during business hours): Mobile: 0421 866 177
 Email Address: swenphilprice@aofusnet.com.au

BUILDING DETAILS

Strata Plan: 102187 Unit No.: 401 (LOT 29)
 Address of Property: 11 MITCHELL AVE, JANNALI, NSW, 2226

PROPOSED RENOVATION WORKS

Summary of proposed works: INSTALLATION OF 6.0M x 3.0M
RETRACTABLE AWNING ON NORTHERN SIDE OF BALCONY.
THE AWNING WILL BE FULLY ENCLOSED IN A CASSETTE
WHEN NOT IN USE.

Proposed Contractor: A' BESCO Expected Duration: 1/2 DAY
 Contractor's contact number: 0447 586 872 Contractor's Licence Number:

PART B - CONTRACTOR CHECKLIST

Please attach the following documentation:

- ✓ Scope of work / Copy of quotation(s).
- ✓ Sketch or plans of the renovations. (Must clearly identify which walls, doors or partitions will be removed, altered or installed, any changes to existing services, and location of any new pipes or conduits.)
- ✓ Copy of your contractor's trade licence. (All tradespeople must be fully qualified.)
- ✓ Copy of your contractor's certificate of currency of public liability. (All contractors must hold public liability insurance.)
- ✓ Any additional information regarding the proposed Renovation works or contractor(s).

PART C - CHANGE OF FLOORING (Please Note: Certain floorings may require a By-Law)

Proposed flooring material:
 (e.g. timber, tiles—including total area and weight per square metre)

Location of the new flooring:
 (e.g. all living areas, bedrooms, bathrooms, kitchen)

To prevent the transmission of noise between apartments, all flooring installations must include an acoustic underlay that complies with a noise/impact isolation equal or better than that specified in the current National Construction Code. You must attach the following document(s) to your application:

- ✓ Certification that the insulation specified for your new flooring will meet the above standards. (This could be in the form of a letter from the insulation manufacturer confirming compliance with the above standards, a product specification sheet or certification from an acoustic engineer.)
- ✓ Anti-slip rating for balcony tiles.

PART D - AIR CONDITIONING

Brand and model number of Air Conditioner:

Details of cooling unit condensation run-off to drainage:

Details of cooling unit pipes and conduit wall penetrations:

You must attach the following documents:

- ✓ Sketch of where the indoor and outdoor cooling units are to be located.
- ✓ Certification that the noise level of the Air Conditioning Unit will not exceed 60dBA when operating.

PART E – BATHROOM RENOVATIONS (Please Note: Certain works may require a By-Law)

Summary of Work:

.....

.....

.....

Details of tiles (including total area and weight per square metre):

Details of the waterproof membrane:

PART F – DECLARATION AND INDEMNITY

By signing this Renovation Application, the Owner agrees and acknowledges that:

1. The by-laws for the strata scheme to be complied with at all times.
2. All necessary permissions including building or planning permits have been obtained.
3. All works will be carried out in a safe and workmanlike manner by qualified tradespeople.
4. All contractors visiting the site for the purpose of the Renovations will be informed that the secured common property including the garage area is smoke free.
5. The Owner indemnifies the Owners Corporation against:
 - a) Any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property or to other property to the extent that such injury, loss or damage arises from or in relation to the Renovations;
 - b) Any amount payable by way of increased building insurance premiums by the Owners Corporation as a direct result of the Renovations;
6. The Owner must, at the Owner's cost:
 - a) Properly maintain and keep the common property on which the device (which forms part of this application) is erected or attached in a state of good and serviceable repair; and
 - b) Properly maintain and keep the Renovations in a state of good and serviceable repair and must replace the Renovations (or any part of them) as required from time to time.
7. If the Owner removes the Renovations or any part of the Renovations made under any approval following this application, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.
8. Any loss and/or damage suffered by the Owners Corporation as a result of making the Renovations good may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
9. Major building works like demolition are only permitted from 0800 – 1600 Monday to Friday. To preserve amenity for your neighbours, no weekend noise or vibration is allowed except under exceptional circumstances and only then if specific approval is given by the Strata Committee.
10. Every effort will be made by the Owner to minimize the impact of their Renovation works on the amenity of fellow residents or possible damage to common property.
11. All rubbish or waste will be removed from the site daily by the contractors and not placed in the common property rubbish or recycling bins.
12. At the end of each working day, the Owner will inspect common property areas traversed by the contractors and will clean the areas of any building waste, material or dust resulting from the Renovations.
13. If you are not named as Owner on the Lot Title you must attach documentary evidence that you are legally entitled to act on behalf of the Owner, e.g. Company or Trust nominee letter or Power of Attorney.

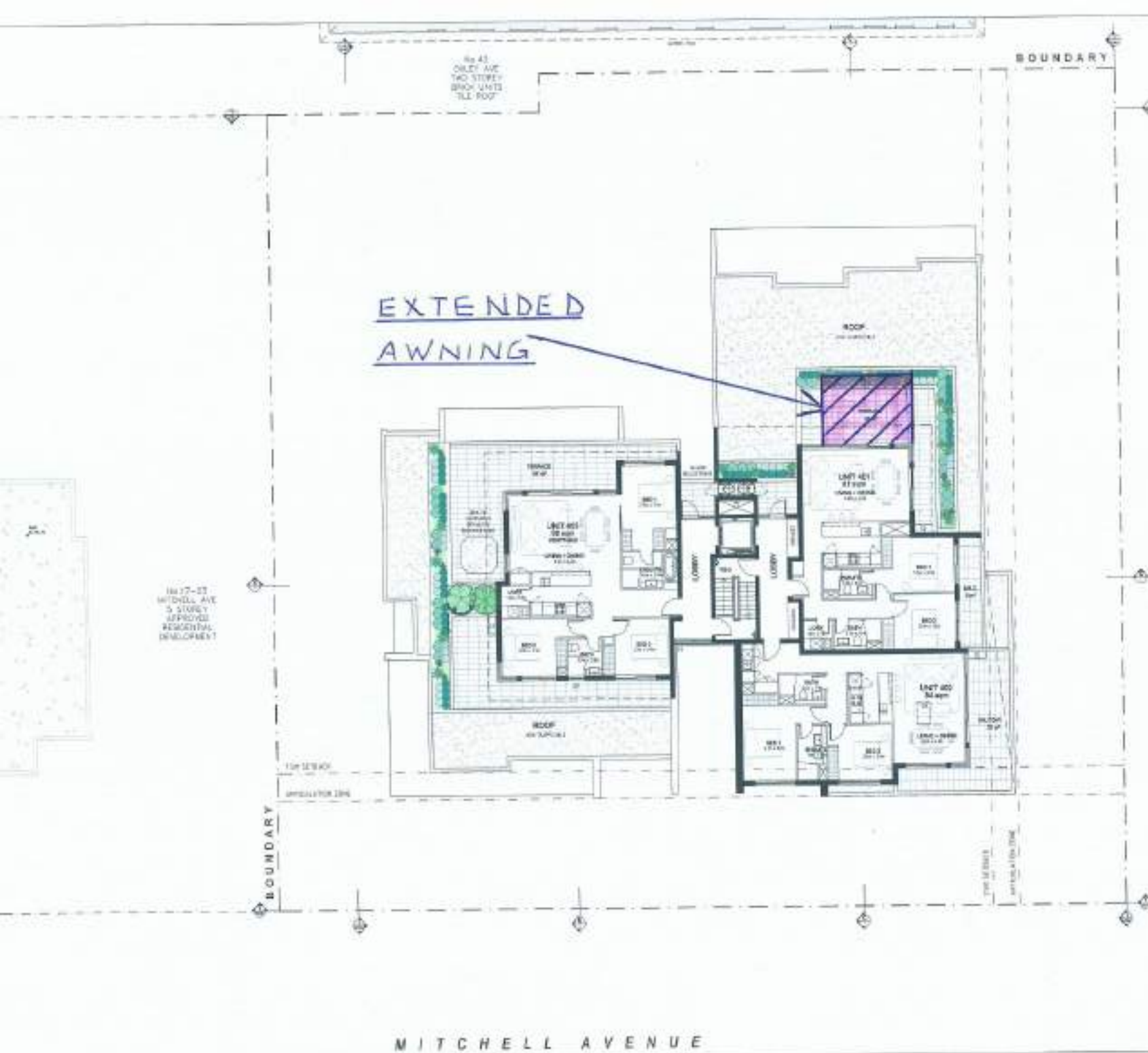
OWNER SIGNATURE

Name: PHILIP PRICE

Signature: 

Date: 28/7/21

Page 2/2



EXTENDED AWNING

- GENERAL NOTES**
1. THIS IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 3. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE CURRENT BUILDING REGULATIONS AND ALL APPLICABLE STANDARDS.
 4. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
 5. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHER PROFESSIONALS OR SUPPLIERS.
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- LEGEND**
- 1. BALCONY
 - 2. BATHROOM
 - 3. BEDROOM
 - 4. BREAKFAST ROOM
 - 5. KITCHEN
 - 6. LIVING ROOM
 - 7. LOBBY
 - 8. OFFICE
 - 9. ROOF
 - 10. STAIRS
 - 11. STORE
 - 12. TERRACE
 - 13. TOILET
 - 14. WALKER
 - 15. WARDROBE
 - 16. W.C.
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TRILAND DEVELOPMENT PTY LTD

PED | ARCHITECTS
 ARCHITECTS
 11/15 MITCHELL AVENUE, MELBOURNE VIC 3000
 PH: 03 9412 1234
 WWW.PEDARCHITECTS.COM.AU

PROPOSED RESIDENTIAL DEVELOPMENT
 11/15 MITCHELL AVENUE, MELBOURNE

DATE: 10/01/2024

LEVEL: 4 PLAN

SCALE:	DATE:	PROJECT NO:	REV:
1:100	10/01/2024	DA105	01

STATUTORY INFORMATION

QUORUM (CLAUSE 17, SCHEDULE 1)

- 1 A motion submitted at a meeting must not be considered, and an election must be held at a meeting, unless there is a quorum present to consider and vote on the motion or on the election.
- 2 A quorum is present at a meeting only in the following circumstances:
 - (a) If not less than one-quarter of the persons entitled to vote on the motion or election are present either personally or by duly appointed proxy.
 - (b) If not less than one quarter of the aggregate unit entitlement of the strata scheme is represented by the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election.
 - (c) If there are 2 persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election, in a case where there is more than one owner in the strata scheme and the quorum otherwise calculated under this subclause would be less than 2 persons.
- 3 A person who has voted, or intends to vote, on a motion or at an election at a meeting by permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.
- 4 If no quorum is present within the next half-hour after the relevant motion or business arises for consideration at the meeting, the chairperson must:
 - (a) Adjourn the meeting for at least 7 days, or
 - (b) Declare that the persons present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.
- 5 If a quorum is not present within the next half-hour after the time fixed for the adjourned meeting, the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.

RESOLUTIONS

Ordinary Resolution

A motion put to a meeting of the Owners Corporation is decided according to the majority in number of votes cast for and against the motion with each person having one vote for each lot in respect of which the person is entitled to vote.

Special Resolution

If a motion put to a general meeting of the Owners Corporation requires a special resolution*, the passing of a special resolution requires that a vote to be taken by units of entitlement and that not more than one quarter of the units of entitlement represented at the meeting and entitled to vote, vote against the motion.

Unanimous Resolution

If a motion put to a general meeting of the Owners Corporation requires a unanimous resolution*, the passing of a unanimous resolution requires that no vote to be cast against the motion.

*Such motions are clearly indicated in the form of motion.

VOTING RIGHTS (PART 4, SCHEDULE 1)

You, or where this notice is addressed to a corporation, your company nominee, may vote at the meeting:

- 1 Either in person at the meeting or by duly appointed *proxy whose instrument of appointment is given to the secretary of the Owners Corporation before the commencement of the meeting;
- 2 Except in the case of a motion requiring a unanimous resolution, only if all contributions levied and payable on the above lot(s), and any other monies recoverable under the above Act by the Owners Corporation from you at the date of this notice, have been duly paid before the commencement of the meeting; and
- 3 In the case of an owner of a lot subject to a first mortgage shown on the strata roll (a priority vote), only if the mortgagee fails or neglects to exercise the voting power conferred on him by schedule 2 part 2 of the above Act.
- 4 Where this notice is addressed to a corporation, the company nominee voting at the meeting must be the company nominee/s specified on the section 22 notice and strata roll for the Owners Corporation. The nominee must also provide the chairperson with a written authorisation of their entitlement to vote at the meeting.
- 5 A power of attorney may only cast a vote at the meeting via a duly completed Proxy Appointment Form signed by the owner/s of the lot they are representing

*Note: For large strata schemes (those containing more than 100 lots) a Proxy Form must be submitted to the secretary or Strata Managing Agent 24 hours prior to the meeting in order to be valid.

PRE-MEETING ELECTRONIC VOTING

Owners Corporations may allow for 'Pre-Meeting Electronic Voting' which is a means of casting a vote electronically, up to 24 hours before the commencement of a meeting.

Our office has implemented an electronic voting mechanism which is accessible via the Netstrata weblink portal established for your Strata Scheme. Owners who cannot attend a meeting or prefer to vote electronically may logon to the portal (website - <https://portal.netstrata.com.au/>) and cast a vote for the motions being considered at the meeting. There are however the following limitations as imposed in the Strata Schemes Management Regulation 2016 (Regulation 14):

1. The pre-meeting vote may have no effect where a motion is amended at a meeting;
2. A motion that is to be determined wholly by pre-meeting electronic voting may not be amended at the meeting for which the pre-meeting electronic voting is conducted;
3. A motion that is to be determined partly by pre-meeting electronic voting must not be amended at the meeting for which the pre-meeting electronic voting is conducted if the effect of the amendment is to change the subject matter of the original motion;
4. A pre-meeting vote may not be counted for the purposes of a Strata Committee election.

When accessing the Netstrata weblink portal for the purposes of casting a pre-meeting vote, simply use your weblink username and password and proceed to the 'Vote' tab. You may then indicate your vote on each motion for the upcoming meeting and select the 'Submit' icon when you are finished. Your pre-meeting vote will then be recorded and issued to your Strata Manager.



Access your important strata information online!

valuable online access with the ability to review / update / download all of the important information relating to your property

- Update contact and address details
- Invoice managing agent and tenant details (if applicable)
- View important property and financial reports
- View scheduled and previous meetings
- Contact Netstrata directly from the portal

You have meetings available for voting in the preview. Please click the email icon to open them in a new email client.



FINANCIALS

Preview and download financial reports

[Read more](#)



DOCUMENTS

Access and download documents relating to your scheme

[Read more](#)



OWNER DETAILS

Preview and update your current contact information



ADDRESS DETAILS

Preview and update address details as well as your preferred delivery for both correspondence & received



MANAGING AGENT

Preview and add existing managing agent details if your property is leased



TENANT

Preview and update existing Tenant details if your property is leased

GENERAL MEETING INFORMATION

OFFICE LOCATION & ACCESS

Our Wollongong Office and Meeting Rooms are located on Level 4 of the 'Hanson's Building' 63 Market St, Wollongong. **Parking** is available on Market Street or Crown Central. Please note: Security provisions are in place from 6.30pm. Afterhours access can be arranged with prior notice to your Strata Manager. The facilities at our office enable the meetings for your scheme to be conducted in a comfortable and business-like environment and avoid potential W.H. & S. issues and other liabilities for your scheme.

ABOUT THE AGENDA

A synopsis of the motions to be determined at this meeting as well as the statutory requirements relating to the conduct of a general meeting are detailed in the meeting notice. Whilst they are largely self-explanatory, we urge you to read them, so you are fully aware of your rights and obligations surrounding the matters to be determined.

QUESTIONS?

We encourage your questions and feedback surrounding all aspects of the administration of your strata property, however to save time at the meeting we'd ask that any questions you may have regarding the agenda or attachments be directed to your strata manager prior to the meeting.

MEETING DURATION

The duration of the meeting will largely depend on the number of motions to be determined.

A simple proxy meeting (i.e. one conducted via proxy/postal vote) may only take a few minutes, whereas an Annual General Meeting usually last around 1 hour.

VOTING & ATTENDANCE

If you are unable to attend the meeting you may signal your voting via the Proxy/Voting form enclosed with the meeting notice or vote online via your owner portal at www.netstrata.com.au.

Please note however only committee members may vote at committee meetings.

WHERE TO FIND OUT MORE

Copies of 'Strata Living', an owner's guide produced by NSW Fair Trading is available from the NSW Fair Trading website www.fairtrading.nsw.gov.au.

Strata Living is a useful guide outlining all your rights, obligations and responsibilities of owning in and the administration of Strata Properties in NSW.

You can also find out more regarding the operation of your scheme, strata legislation and other useful information by visiting our website www.netstrata.com.au.

GENERAL DISCUSSIONS

If time permits there will be a general discussion period at the conclusion of the meeting, so owners have an opportunity to raise other matters not on the agenda, however any decisions made will be limited to the delegated authority of the manager.

NETSTRATA PROUDLY SUPPORTS THE FOLLOWING CHARITIES & ORGANISATIONS



Emergency {after hours}: 1300 663 760

Head Office
298 Railway Parade
Carlton NSW 2218

Wollongong Office
Level 4, 63 Market St
Wollongong NSW 2520

Sydney CBD Sales Office
Level 26, 44 Market St
Sydney NSW 2000

p. 1300 638 787
e. admin@netstrata.com.au
w. www.netstrata.com.au

Minutes of First Annual General Meeting



Strata Plan:	102187 - MITCHELL AVENUE 11, JANNALI
Meeting date:	Tuesday, 12 January 2021
Commenced:	06:00 PM
Apologies:	Nil
Pre Meeting Voting:	Nil
Present:	Lot 1, Lot 2, Lot 5, Lot 6, Lot 9, Lot 11, Lot 13, Lot 14, Lot 16, Lot 21, Lot 22, Lot 24, Lot 26, Lot 29, Lot 30, Lot 31
Proxies:	Nil
Corporate Authorisation:	Laura Chadwick of Trueland Development Pty Ltd for Mitchell Avenue Developments
In attendance:	Jessica Middleton of Netstrata, Craig Clark of Netstrata, Holly Westcott of Netstrata, Stacey McNalley of BME Group, Lauchlan Hunt of BME Group, Laura Chadwick of Trueland Developments, Fred Faker of Arc Energy, Aaron Caldwell Owner of Lot 1
Quorum:	16 of 26 lot owners were present, a quorum was formed. Note: 5 owners were unfinancial
Chairperson:	Jessica Middleton of Network Strata Services T/A Netstrata

Motion 1. The Strata Insurances

RESOLVED that the building insurance held with SCI current until 11/11/2021 for the sum of \$10,300,000 be confirmed.

FURTHER RESOLVED that the public liability insurance held with SCI for \$20,000,000 be confirmed.

FURTHER RESOLVED that other insurances as detailed below be confirmed:

Details:

Common Contents \$103,000

Fidelity Guarantee \$100,000

Voluntary Workers \$200,000/\$2000

Machinery Breakdown \$100,000

Appeal Expenses \$100,000

Legal Defence Expenses \$50,000

Government Audit Costs \$25,000

FURTHER RESOLVED to obtain and annually maintain a professional valuation of the building replacement cost and that the building insurance policy be adjusted to reflect such valuation.

Vote: All in favour

Motion 2. Confirmation of Previous General Meeting Minutes

RESOLVED that the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting.

Vote: All in favour

**Motion 3.
Appointment of a
Managing Agent**

RESOLVED that pursuant to Section 49 of the Strata Schemes Management Act 2015 that Network Strata Services Pty Ltd be appointed as managing agent of the owners of the strata scheme for a management fee of \$7750 + GST per annum plus insurance commissions, section 184 certificates and other services as stated in clause 6 of the management agency agreement and that the instrument in writing in the term of this resolution be executed under the seal of the owners corporation delegating to the agent the functions set out in clause 1.2 of the management agency agreement.

FURTHER RESOLVED that Mitchell Avenue Developments of Lot 5 and Colin Kegg of Lot 30 be authorised to sign the agreement on behalf of the Owners Corporation.

NOTE:

* Original copies of the agreement were served on the authorised signatories immediately following the meeting.

* In accordance with Section 50(6) of the Strata Schemes Management Act 2015, the Strata Manager provides written notice that the agency agreement must be renewed by the Owners Corporation by no later than 12/01/2022.

* The chairperson abstained from voting on the motion.

Vote: All in favour

**Motion 4.
Election of the
Strata Committee**

RESOLVED that the number of members be set at 5

FURTHER RESOLVED that the following persons be appointed to the committee:

1. Ben Shelton - Lot 2
2. Laura Chadwick - Lot 5 (Mitchell Avenue Developments)
3. Lynn Baker - Lot 26
4. Colin Kegg - Lot 30
5. Joel Hooper - Lot 31

Vote: All in favour

**Motion 5.
Tenant
Representative**

DEFEATED. A tenant representative will not be elected to the Strata Committee at this stage.

Vote: All against

**Motion 6.
Office Bearers
Liability Insurance**

RESOLVED that office bearers liability insurance cover to the extent of \$1,000,000 be taken out forthwith.

Vote: All in favour

**Motion 7.
Restricted Matters**

RESOLVED that at this stage there be no changes to the matters or class of matters that should only be determined by the Owners Corporation in general meeting.

Vote: All in favour

**Motion 8.
Embedded Network
Agreements -
Energy & Bulk Gas
Hot Water**

RESOLVED that the Owners Corporation will enter into Energy & Bulk Gas Hot Water Services supply agreements with Arc Energy Corporation Pty Ltd for the terms and conditions stipulated in the service agreements attached to the meeting notice, and affix it's common seal to the agreements in or to the effect of the agreements attached to the meeting notice.

Vote: All in favour

**Motion 9.
Stormwater
Filtration System**

RESOLVED that the Owners Corporation will enter into an agreement with SPEL Stormwater for the purposes of implementing and maintaining the stormwater filtration system located on common property in accordance with the requirements of local Council and any other authorities and affix it's common seal to the agreement in or to the effect of the agreement attached to the meeting notice.

Vote: All in favour

**Motion 10.
Cleaning &
Gardening
Agreement**

RESOLVED that the Owners Corporation will enter into a Cleaning and Gardening Agreement with Delux Building Management Group Pty Ltd for the terms and conditions stipulated in the service agreement attached to the meeting notice, and affix it's common seal to the agreement in or to the effect of the agreement attached to the meeting notice.

Vote: All in favour

**Motion 11.
The Strata By-Laws**

RESOLVED that at this stage there be no changes to the standard by-laws as provided in the Strata Schemes Management Act 2015.

Vote: All in favour

**Motion 12.
Accounting Records**

RESOLVED that the prescribed records pursuant to section 96 will be kept by the Owners Corporation in accordance with the Act.

Vote: All in favour

**Motion 13.
Appointment of an
Auditor**

RESOLVED to appoint an auditor for the purpose of auditing the accounts of the strata scheme as at 31st October 2021.

Vote: All in favour

**Motion 14.
Appointment of a
Building Manager**

RESOLVED that the Owners Corporation will appoint Building Management Express (BME) Pty Ltd as Building Manager to exercise all duties outlined in their agreement presented in the notice of this meeting.

Vote: All in favour

**Motion 15.
The Proposed
Budget & Strata
Levies**

RESOLVED to confirm that the owners corporation levy contributions every quarter as per the budget presented being \$121,090.20 GST included per annum for the Administrative Fund and that the contributions become due and payable from 01/01/2021, 01/04/2021, 01/07/2021 and 01/10/2021.

FURTHER RESOLVED to confirm that the owners corporation levy contributions every quarter as per the budget presented being \$10,450.00 GST included per annum for the Capital Works Fund and that the contributions become due and payable from 01/01/2021, 01/04/2021, 01/07/2021 and 01/10/2021

FURTHER RESOLVED that such contributions become due and payable within thirty (30) days after the commencement of each such period and further the managing agent is directed to serve written notice of such contributions.

Vote: All in favour

- Motion 16.
Capital Works Fund Assessment** **RESOLVED** to commission a building industry professional to prepare a 10-year Capital Works Fund Report and to apply the recommendations of this report to the budgeted sinking fund contributions from the next annual general meeting in accordance with Section 80 of the Strata Schemes Management Act 2015.
- Vote:** All in favour
- Motion 17.
The Strata Managers Report** **RESOLVED** that the Strata Managers Report will be confirmed at the next Annual General Meeting pursuant to Section 55 & 60 of the Strata Schemes Management Act 2015 relating to commissions and third party training.
- Vote:** All in favour
- Motion 18.
Receipt of Plans & Specifications** **RESOLVED** that plans and specifications pertaining to Section 16 of the Strata Schemes Management Act 2015 have been received by the Owners Corporation.
- Disclaimer: Netstrata confirms receipt of plans and specifications relating to the Owners Corporation, however cannot confirm the accuracy or whether all documentation received complies with Section 16 of the Strata Schemes Management Act 2015. It is the recommendation of Netstrata that the Owners Corporation engage the services of an industry professional to confirm the validity of the documentation received.
- Vote:** All in favour
- Motion 19.
Initial Maintenance Schedule** **RESOLVED** that an Initial Maintenance Schedule has been received and was considered by the Owners Corporation.
- Disclaimer: Netstrata confirms receipt of an Initial Maintenance Schedule for the Owners Corporation, however cannot confirm whether the documentation received complies with Section 115 of the Strata Schemes Management Act 2015 or Regulation 29 of the Strata Scheme Management Regulations 2016. It is the recommendation of Netstrata that the Owners Corporation engages the services of an industry professional to confirm the validity of the documentation received.
- Vote:** All in favour
- Motion 20.
Appointment of a Building Inspector - Part 11** **RESOLVED** that pursuant to Part 2 Clause 5.2 of the Strata Schemes Management Regulation 2016 under the Strata Schemes Management Act 2015, the Owners Corporation will approve the appointment of a building inspector for the purposes of Part 11 of the Act.
- Vote:** All in favour
- Notes:** It was noted that Trueland Developments Pty Ltd has already engaged a contracotr to carry out inspection with report due by the end of January 2021.
- Motion 21.
Building Defects and Rectification** **RESOLVED** that the Owners Corporation considered building defects and rectification.
- Vote:** All in favour
- Notes:** Stacey McNalley of BME Group provided an update on all outstanding defects around the building. She further advised all owners in attendance to ensure that any defect is reported to her directly ASAP in order for her to lodge with builders.
- Closure:** The meeting closed at 08:20 PM



.....
Jessica Middleton of Network Strata Services T/A Netstrata
Chairperson

Proposed date for next First Annual General Meeting:

- General Discussion:**
- The matter of short term rentals within the property was raised with suggestions of By-Laws to help prevent this to be presented to the strata committee.
 - Discussion was held about adding additional By-Laws to the property with the Minor Renovations By-Law to be presented to the strata committee for consideration.
 - The owners of lot 31 discussed a request that they would like presented to the owners corporation regarding installing a retractable awning on their balcony. The strata committee will review when information provided to them by the strata manager and look to hold EGM for all owners to vote on.

Fire Safety Statement



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

Please note:

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

Section 1: Type of statement

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

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

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

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

11 Mitchell Avenue, Jannali

Lot No. (if known)	DP/SP (if known)	Building name (if applicable)
	SP102187	

Provide a brief description of the building or part (building use, number of storeys, construction type etc)
5 storey rendered concrete building with 2 level basement parking

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

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

The Owners Corporation of SP102187

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

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

C/- Netstrata PO BOX 265 Hurstville BC 1481

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
Air conditioning & mechanical ventilation / air handling systems	NCC Clause E2.2, NCC Table E2.2a, NCC NSW Table E2.2b, AS1668.1-2015, AS1668 Engineering Report prepared by Homes Fire, ref: 138309.FER001b, Ver B, dated 09/05/19	20/09/2022	RF
Fire dampers	NCC Clause C3.15, AS/NZS 1668.1-2015, AS1662.1-2015 AS1662.2-2015	20/09/2022	RF
Fire doors	NCC Part C3, NCC Specification C3.4 (Clause2), AS1905.1-2015	1/11/2022	MA
Fire hose reel systems	NCC Clause E1.4 & AS2441-2005	20/9/2022	MA
Fire Hydrant	NCC Clause E1.3, AS2419.1-2005 & Fire Engineering Report prepared by Homes Fire, ref: 138309.FER001b, Ver B, dated 09/05/19	2/11/2022	MA
Fire Shutters	NCC Clause C3.5, Specification C3.4 & Fire Engineering Report prepared by Homes Fire, ref: 138309.FER001b, Ver B, dated 09/05/19	20/09/2022	MA
Fire rated (or non-combustible) access panels, doors and hoppers to fire resisting shafts	NCC Clause C3.15, NCC Specification C3.15 & C3.16, AS1530.4-2014	20/9/2022	MA

11 Mitchell Avenue, Jannali

Fire Safety Statement

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



Fire rated lift landing doors to AS1851-2012	AS1851-2012, NCC Part Clause C3.10, AS1735.11-1986	20/9/2022	MA
Fire resisting structures and exits	NCC Sections C & D & Fire Engineering Report prepared by Homes Fire, ref:138309.FER001b, Ver B, dated 09/05/19	20/9/2022	MA
Lightweight construction	NCC Clause C1.8, NCC Specification C1.8	20/9/2022	MA
Paths of travel	NCC Clause 186 EP&A Regulation 2000, NCC Section D	20/9/2022	MA
Portable fire extinguishers	NCC Clause E1.6, AS2444-2001	20/9/2022	MA
Warning and operational signs	Fire & Smoke Door Signage - NCC <ul style="list-style-type: none"> • Clause D2.23 • Offences relating to Fire Stairs - Clause 183 of EP&A Regulation 2000 & Engineering Report prepared by Homes Fire, ref: 138309.FER001b, Ver B, dated 09/05/19 	20/9/2022	MA
Warning systems associated with lifts (including signs)	NCC Part E3	20/9/2022	MA
Performance Solution 1 - FRL of Fire Rated Shutter The basement levels are to be separated into two fire compartments. Openings in fire walls are to be protected by doors that achieve an FRL of -/120/30. The proposed fire shutter will achieve an FRL of -/120/-	Fire Engineering Report prepared by Homes Fire, ref:138309.FER001b, Ver B, dated 09/05/19 <ul style="list-style-type: none"> • The Shutter shall be 120/120/120 fire rated construction and be sealed/fire stopped against the spread of fire, and a blade wall (-/120/120 FRL) is to extend to the east of the southern column on Basement Level 1. • Smoke detector to be provided on the ceiling within 1.5m of both sides of the fire shutter, • Automatic closing of the carpark shutter is to be initiated by activation of smoke detector, any heat detector in the basement carpark and power failure. An audible warning device must be located near the shutter and a red flashing warning light of adequate intensity must be installed on each side of the doorway • Hatched line marking is to be provided to the floor surface on either side of the carpark fire shutter. These markings are to extend not less than 2.8 m out from the shutter. Signage within the hatching is to state 'KEEP CLEAR. NO PARKING. NO STORAGE'. The lettering is to be in capitals, no less than 100 mm in height and in a colour contrasting with the background. • The requirement to prohibit storage and parking is to be included in the strata by-laws. 	13/12/2022	MA

Fire Safety Statement



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

Performance Solution 2 - Residential Travel Distance The maximum travel distance from the entry door of a residential SOU to an exit is permitted to be 6 m. The travel distance from SOU 106, 206 and 306 is 6.25 m measured door leaf to door leaf.	Fire Engineering Report prepared by Homes Fire, ref:138309.FER001b, Ver B, dated 09/05/19 • The public corridors will be provided with internally illuminated exit and direction signs in accordance with NCC Part E4 and AS 2293.1-2005. The Concession within NCC Clause E4.7 is not to be applied. • Security screen doors are not to be permitted to any of the SOU entry doors.	13/12/2022	MA
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* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

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

Part of the building inspected	Date(s) inspected	APFS *
Path of Travel Clear	20/09/2022	MA

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

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

Full name (Given Name/s and Family Name)	Address	Phone	APFS*	Signature
MARK ALLANSON	Unit 26/94 Bryant Street, Padstow 2211	02 8566 8155	F053615A	
ROBERT FULLER	13 Wurrook Circuit, Caringbah 2229	02 9542 6777	F053211A	

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

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

Full name (Given Name/s and Family Name)
Katelyn Boulton

Organisation (if applicable) | Title/Position (if applicable)
Netstrata | Fire safety coordinator

Address (Street No, Street Name, Suburb and Postcode)
C/- Netstrata PO BOX 265 Hurstville BC 1481

Phone | Email
8567 6456 | Katelyn.boulton@netstrata.com.au

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

Section 8: Annual fire safety statement declaration

I, Katelyn Boulton on behalf of SP 102187 (insert full name) being the: owner owner's agent
declare that:

- a) each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing:
- for an essential fire safety measure specified in the fire safety schedule, to a standard no less than that specified in the schedule, or
 - for an essential fire safety measure applicable to the building but not specified in the fire safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and

Fire Safety Statement



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

b) the building has been inspected by an accredited practitioner (fire safety) and was found, when it was inspected, to be in a condition that did not disclose grounds for a prosecution under Part 15 of the Regulation.

Owner/Agent Signature

K Boulton

Date issued

19/12/2022



Section 9: Supplementary fire safety statement declaration

I, [Click here](#)

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

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

Owner/Agent Signature

Date issued

Note:

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

Property Reference: S/P 102187
 11 Mitchell Avenue, Jannall
 File Ref: EFS5694

The Fire Safety Schedule recorded by Council for the above property is as follows:-

**THIS PAGE IS REQUIRED TO BE ATTACHED TO YOUR
 COMPLETED FIRE SAFETY STATEMENT**

Should any other Fire Safety Measures be noted at the time of inspection they are required to be included in the Fire Safety Statement.

Essential Fire Safety Measures Installed in the Building or Part	Standard of Performance, required by the Fire Safety Schedule
Air-conditioning & Mechanical Ventilation/Air Handling Systems	BCA E2.2, Spec E2.2b & AS/NZS 1668.1-2015
Automatic Fire Detectors & Alarm Systems including heat detectors	BCA Clause E2.2 (Clauses 3,4, 6), BCA Table E2.2a, BCA Specification E2.2a, AS1670.1-2015 & AS3786-2014 & Fire Engineering Report prepared by Homes Fire, ref:138309.FER001b, Ver B, dated 09/05/19
Emergency Lighting	BCA E4.2, E4.4 & AS2293.1-2005
Exit Signs	BCA E4.5, E4.6, E4.8, AS2293.1-2005 & Engineering Report prepared by Homes Fire, ref: 138309.FER001b, Ver B, dated 09/05/19
Fire-rated (or non-combustible) Access Panels, Doors & Hoppers to Fire-resisting Shafts	BCA C3.13 & AS 1905.1-2015, AS 1905.2-2005
Fire Seals protecting openings in Fire-resisting components of the building (including Fire Collars & Fire-stopping/Mastic)	BCA C3.12, C3.15 & Spec C3.15
Fire-rated Lift Landing Doors	BCA Part Clause C3.10, AS1735.11-1986
Fire Doors	BCA Specification C3.4, AS1905.1-2015
Fire Shutters	BCA Clause C3.5, Specification C3.4 & Fire Engineering Report prepared by Homes Fire, ref: 138309.FER001b, Ver B, dated 09/05/19
Fire Dampers	BCA Clause C3.15, AS/NZS 1668.1-2015, AS1682.1-2015 AS1682.2-2015
Fire Hydrants	BCA Clause E1.3, AS2419.1-2005 & Fire Engineering Report prepared by Homes Fire, ref: 138309.FER001b, Ver B, dated 09/05/19
Fire Hose Reel Systems	BCA Clause E1.4 & AS2441-2005
Lightweight Construction	BCA Clause C1.8, BCA Specification C1.8 & Hebel PowerPanel XL Wall System <ul style="list-style-type: none"> • External walls • External blade walls • External vertical moulding
Paths of Travel	BCA Clause C3.5, Specification C3.4 & Fire Engineering Report prepared by Homes Fire, ref: 138309.FER001b, Ver B, dated 09/05/19
Portable Fire Extinguishers	BCA Clause E1.6, AS2444-2001
Warning & Operational Signs	BCA Clause C3.15, AS/NZS 1668.1-2015, AS1682.1-2015 AS1682.2-2015



<p>Performance Solution 1 – FRL of Fire Rated Shutter</p> <p>The basement levels are to be separated into two fire compartments. Openings in fire walls are to be protected by doors that achieve an FRL of /120/30. The proposed fire shutter will achieve an FRL of /120/-.</p>	<p>Fire Engineering Report prepared by Homes Fire, ref: 138309.FER001b, Ver B, dated 09/05/19</p> <ul style="list-style-type: none"> The Shutter shall be 120/120/120 fire rated construction and be sealed/fire stopped against the spread of fire, and a blade wall (/120/120 FRL) is to extend to the east of the southern column on Basement Level 1. Smoke detector to be provided on the ceiling within 1.5m of both sides of the fire shutter, Automatic closing of the carpark shutter is to be initiated by activation of smoke detector, any heat detector in the basement carpark and power failure. An audible warning device must be located near the shutter and a red flashing warning light of adequate intensity must be installed on each side of the doorway Hatched line marking is to be provided to the floor surface on either side of the carpark fire shutter. These markings are to extend not less than 2.8 m out from the shutter. Signage within the hatching is to state 'KEEP CLEAR. NO PARKING. NO STORAGE'. The lettering is to be in capitals, no less than 100 mm in height and in a colour contrasting with the background. The requirement to prohibit storage and parking is to be included in the strata by-laws
<p>Performance Solution 2 – Residential Travel Distance</p> <p>The maximum travel distance from the entry door of a residential SOU to an exit is permitted to be 6 m. The travel distance from SOU 106, 206 and 306 is 6.25 m measured door leaf to door leaf</p>	<p>Fire Engineering Report prepared by Homes Fire, ref: 138309.FER001b, Ver B, dated 09/05/19</p> <ul style="list-style-type: none"> The public corridors will be provided with internally illuminated exit and direction signs in accordance with BCA Part E4 and AS 2293.1-2005. The Concession within BCA Clause E4.7 is not to be applied. Security screen doors are not to be permitted to any of the SOU entry doors.
<p>Performance Solution 3 – Travel Distance in Basement Carpark</p> <p>The maximum travel distance in the basement carpark is permitted to be 20 m to a point of choice of exits and 40 m to an exit where two or more exits are available. The travel distance from the northwest corner of Basement Levels 1 and 2 is up to 30 m to a point of choice and 39 m to the nearest exit.</p>	<p>Fire Engineering Report prepared by Homes Fire, ref: 138309.FER001b, Ver B, dated 09/05/19</p> <ul style="list-style-type: none"> Heat detection to be provided to the requirements of AS 1670.1-2015 to activate the carpark ventilation system (as per Clause 5 of AS/NZS 1668.12015) The stairs serving the basement are to be fire separated from the carpark on both levels with bounding construction achieving an FRL of not less than /120/120. Doors into



	<p>the stair are to be self-closing fire rated doorsets achieving an FRL of not less than /120/30.</p>
<p>Performance Solution 4 – Discharge of Residential Fire Isolated Stair</p> <p>Fire-isolated stairs are required to discharge to a road, open space, or a covered area with a ceiling height of at least 3 m and open for 1/3 of the perimeter.</p> <p>Fire-isolated stair FS3 discharges into a covered area that is open for 36 % of the perimeter with a ceiling height of 2.4 m and a distance of 1.2 m to open space</p>	<p>Fire Engineering Report prepared by Homes Fire, ref: 138309.FER001b, Ver B, dated 09/05/19</p>
<p>Performance Solution 5 – Fire Hydrant Booster Location</p> <p>The building is required to be provided with a fire hydrant system in accordance with AS 2419.12005, which includes a fire brigade booster connection. A remote booster is required to be located at least 10 m from the building. The proposed booster will be located in the southeast corner of the property, 9 m from the building</p>	<p>Fire Engineering Report prepared by Homes Fire, ref: 138309.FER001b, Ver B, dated 09/05/19</p> <ul style="list-style-type: none"> The walls to Unit G04 and 104 are to achieve an FRL of at least -/90/90 in both directions and the balustrade to Unit 104 is to be concrete for a height of at least 760mm.
<p>Performance Solution 6 – Hydrant System Design</p> <p>The building is required to be provided with a hydrant system in accordance with AS 2419.1-2005. Due to the size of the carpark, the system is required to be designed based on two hydrants flowing, requiring a flow inquiry, a flow rate of 12 L/s can only be achieved. It is proposed to design the system based on a single hydrant flowing such that the provision of on-site water storage and pumps is not required.</p>	<p>Fire Engineering Report prepared by Homes Fire, ref: 138309.FER001b, Ver B, dated 09/05/19</p> <ul style="list-style-type: none"> The hydrant system is to comply with AS 2419.1- 2005 other than it may be designed based on one hydrant flowing. Signage is to be provided at the booster and within the hydrant block plan provided near the FIP advising of the design pressures and flows of the system

No Fire Safety Measures are to be removed without prior notification to Council



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Capital Works Fund Plans · Cladding Clearance Certificates · Life Cycle Maintenance Reports
COVID-19 Plans + Posters · Building Insurance Valuations · Asbestos Reports · Safety Reports

ABN 60 508 188 246

Strata Compliance Specialists

10 YEAR CAPITAL WORKS FUND PLAN

DATE OF INSPECTION: 6 SEPTEMBER 2021



11 MITCHELL AVENUE, JANNALI :: SP102187



biv@biv.com.au



www.biv.com.au

Certified Property Professionals

P: 1300 107 280



STRATA SERVICES
SPECIALIST
COMPANY

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ABN 60 508 188 246

Strata Compliance Specialists

The Owners of Strata Plan 102187
11 Mitchell Avenue, Jannali

7 September 2021

Dear Sirs,

RE: 10 Year Capital Works Fund Plan - 11 Mitchell Avenue, Jannali - SP102187

Thank you for your instructions to provide a 10 Year Capital Works Fund Plan for your strata scheme.

You will find that our Reports are easy to read and understand, however if you have any questions feel free to contact us directly.

Over 66% of all Strata Managers in New South Wales utilise BIV Reports Pty Limited to carry out various property compliance reports including this 10 Year Capital Works Fund Plan required under s80 of the Strata Schemes Management Act 2015.

Our 10 Year Capital Works Fund Plan complies with the requirements of the Strata Schemes Management Act 2015 and the Strata Schemes Management Regulation 2016.

Our other services include:

- Asbestos Registers
- Building Insurance Valuations
- Common Property Safety Reports
- COVID-19 Plans
- Cladding Clearance Certificates
- Life Cycle Maintenance Reports

The above Reports, Plans and Certificates are carried out on all types of property including residential, retail, commercial, industrial, high rise, CBD, marinas, stratum, non-strata and others.

Contact your Strata Manager to engage BIV Reports Pty Limited to provide any of the above additional Reports, or alternately contact us if you have any questions on these Reports.

Congratulations, you now meet the requirements of the Strata Schemes Management Act 2015 and the Strata Schemes Management Regulation 2016, in regard to obtaining a compliant 10 Year Capital Works Fund Plan from BIV Reports Pty Limited.

Your sincerely,

Wal Dobrow FAPI FRICS FREI REIV(Aust) CDP CPP CPV
Certified Practising Valuer
Director



biv@biv.com.au



www.biv.com.au

Certified Property Professionals

P: 1300 107 280



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Annexure A - Recommended Contributions per Lot for each year of the 10 Year Plan

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COVERED ITEMS

Identification of Covered Items - 10 Year Capital Works Fund Plan - Cost Estimates (includes GST)

Page 3

10 Year Plan for:	The Owners of Strata Plan 102187 - 11 Mitchell Avenue, Jannali	Strata Plan:	SP102187
Period covered by the Plan:	1 November 2021 to 1 November 2031	Plan prepared on:	7 September 2021

					End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10
Ser- ial	*Covered Items	Current Cost	Approx year work required	Escalated amount	Nov-22	Nov-23	Nov-24	Nov-25	Nov-26	Nov-27	Nov-28	Nov-29	Nov-30	Nov-31
1	Structure													
2	Roof	\$56,000	10	\$86,966										\$86,966
3	Long term capital items	\$15,500	10	\$24,071										\$24,071
4	Appendages													
5	Common prop. doors + windows	\$13,900	9	\$20,657									\$20,657	
6	Common property lighting	\$5,900	7	\$8,029							\$8,029			
7	Fire safety services	\$14,000	6	\$18,232						\$18,232				
8	Security gates + motor	\$5,800	6	\$7,553						\$7,553				
9	Elevator + equipment	\$38,000	9	\$56,472									\$56,472	
10	Guttering + downpipes	\$16,000	10	\$24,848										\$24,848
11														
12	Balustrades	\$6,800	5	\$8,076					\$8,076					
13	Pumps and other plumbing	\$13,000	4	\$14,918				\$14,918						
14	Inside													
15	Internal painting + floor coverings	\$19,000	8	\$27,020								\$27,020		
16	Communal amenities	\$1,800	5	\$2,138					\$2,138					
17	Intercom + security doors	\$6,200	3	\$6,874			\$6,874							
18														
19	Outside													
20	External painting	\$68,000	8	\$96,703								\$96,703		
21	Utility services, cabinets, conduits	\$4,500	4	\$5,164				\$5,164						
22	Fences + gates	\$9,600	5	\$11,402					\$11,402					
23	Air exhaust plant + equipment	\$13,000	10	\$20,189										\$20,189
24	Landscaping+ bbq+ outdoor furniture	\$5,300	2	\$5,677		\$5,677								
25	Garbage bin area + chute	\$8,600	8	\$12,230								\$12,230		
26	Trip slip hazards + stair nosings	\$2,300	1	\$2,381	\$2,381									
27	Stormwater pits + pipes	\$7,200	7	\$9,798							\$9,798			
28														
29	Pavers+ wheel stops+ mirror+ lights	\$3,800	8	\$5,404								\$5,404		
30	Line marking + signage	\$3,600	10	\$5,591										\$5,591
31	Mail boxes	\$1,100	3	\$1,220			\$1,220							
	Total Estimate (rounded)	\$338,900		\$481,610	\$2,381	\$5,677	\$8,094	\$20,082	\$21,616	\$25,785	\$17,827	\$141,357	\$77,128	\$161,664

*Covered Items are items of a capital and non-recurrent nature.

CONDITION REPORT

Condition Report - 10 Year Capital Works Fund Plan - Method + Reasoning for the Costs Estimates (inc. GST)

10 Year Plan for:	The Owners of Strata Plan 102187 - 11 Mitchell Avenue, Jannali	Strata Plan:	SP102187
Period covered by the Plan:	1 November 2021 to 1 November 2031	Plan prepared on:	7 September 2021

Method and Reasoning

Ser-ial	Covered Items	Current Cost	*Approx year work required	Details of any maintenance, repair, renewal or replacement that is anticipated to be required in the period covered by the Plan	Current Condition or operating state	Estimated Lifespan after work carried out
1	Structure					
2	Roof	\$56,000	10	Contribution towards maintenance of the roof	Good condition	15-20 yrs
3	Long term capital items	\$15,500	10	Contribution towards the repair of the long term capital items		
4	Appendages					
5	Common prop. doors + windows	\$13,900	9	Contribution towards the repair of the common prop. doors + windows	Good condition	5-7 yrs
6	Common property lighting	\$5,900	7	Contribution towards the replacement of the common property lighting	Good condition	3-5 years
7	Fire safety services	\$14,000	6	Contribution towards the renewal of the fire safety services	Good condition	5-7 yrs
8	Security gates + motor	\$5,800	6	Allowance for the repair of the security gates + motor	Average condition	7-10 yrs
9	Elevator + equipment	\$38,000	9	Allowance for maintenance of the elevator + equipment	Good condition	7-10 years
10	Guttering + downpipes	\$16,000	10	Contribution towards the repair of the guttering + downpipes	Good condition	11-15 yrs
11						
12	Balustrades	\$6,800	5	Allowance for the repair of the balustrades	Good condition	7-10 years
13	Pumps and other plumbing	\$13,000	4	Contribution towards maintenance of the pumps and other plumbing	Average condition	7-10 yrs
14	Inside					
15	Internal painting + floor coverings	\$19,000	8	Contribution towards the renewal of the internal painting + floor coverings	Good condition	7-10 yrs
16	Communal amenities	\$1,800	5	Contribution towards the repair of the communal amenities	Good condition	7-10 years
17	Intercom + security doors	\$6,200	3	Allowance for the repair of the intercom + security doors	Average condition	7-10 yrs
18						
19	Outside					
20	External painting	\$68,000	8	Allowance for the renewal of the external painting	Average condition	7-10 yrs
21	Utility services, cabinets, conduits	\$4,500	4	Contribution towards the repair of the utility services, cabinets, conduits	Average condition	11-15 yrs
22	Fences + gates	\$9,600	5	Allowance for the repair of the fences + gates	Good condition	15-20 yrs
23	Air exhaust plant + equipment	\$13,000	10	Contribution towards maintenance of the air exhaust plant + equipment	Average condition	7-10 yrs
24	Landscaping+ bbq+ outdoor furniture	\$5,300	2	Contribution towards the renewal of the landscaping + bbq + outdoor furniture	Good condition	5-7 yrs
25	Garbage bin area + chute	\$8,600	8	Contribution towards the upgrade of the garbage bin area + chute	Average condition	5-7 yrs
26	Trip slip hazards + stair nosings	\$2,300	1	Allowance for trip slip hazards + stair nosings	Average condition	
27	Stormwater pits + pipes	\$7,200	7	Contribution towards maintenance of the stormwater pits + pipes	Average condition	7-10 yrs
28						
29	Pavers+ wheel stops+ mirror+ lights	\$3,800	8	Allowance for the repair of the pavers + wheel stops + mirror + lights	Good condition	7-10 yrs
30	Line marking + signage	\$3,600	10	Allowance for the renewal of the line marking + signage	Good condition	5-7 yrs
31	Mail boxes	\$1,100	3	Contribution towards the repair of the mail boxes	Good condition	7-10 yrs
	Total Estimate (rounded)	\$338,900				

* This means the year after the Plan is prepared.

PAYMENT PLAN

Recommended Annual Capital Works Fund Payment Plan and verification of our Recommendations

10 Year Plan for:	The Owners of Strata Plan 102187 - 11 Mitchell Avenue, Jannali	Strata Plan:	SP102187
Period covered by the Plan:	1 November 2021 to 1 November 2031	Plan prepared on:	7 September 2021

End of Year	Year Ending	Recommended Capital Works Fund Payment	Annual % change in Capital Works Fund Payment	Adjusted Capital Works Payment (increase/decrease)	CW/Fund Balance + Interest + Annual Fund Payment	Costs in each year refer to the table above (page 3)	Capital Works Fund Balance	Interest on the Capital Works Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	0.75%
							\$7,125	\$53
1	Nov-22	\$41,451			\$48,629	\$2,381	\$46,249	\$347
2	Nov-23	\$43,109	4.00%		\$89,704	\$5,677	\$84,027	\$630
3	Nov-24	\$44,833	4.00%		\$129,490	\$8,094	\$121,396	\$910
4	Nov-25	\$46,626	4.00%		\$168,933	\$20,082	\$148,851	\$1,116
5	Nov-26	\$48,491	4.00%		\$198,459	\$21,616	\$176,843	\$1,326
6	Nov-27	\$50,431	4.00%		\$228,600	\$25,785	\$202,816	\$1,521
7	Nov-28	\$52,448	4.00%		\$256,785	\$17,827	\$238,958	\$1,792
8	Nov-29	\$54,546	4.00%		\$295,296	\$141,357	\$153,939	\$1,155
9	Nov-30	\$56,728	4.00%		\$211,822	\$77,128	\$134,694	\$1,010
10	Nov-31	\$58,997	4.00%		\$194,701	\$161,664	\$33,037	\$248
11	Oct-32	\$61,357	4.00%		\$94,642		\$94,642	\$710

Note: some figures may be rounded

Assumptions		Our Recommendation of the Annual Capital Works Fund Payments for the next 11 years is set out in the Table above. Column C (Recommended Capital Works Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Capital Works Fund Payment (negative adjustment) from Column E to ensure that the Capital Works Fund Balance remains positive in each year. Column F includes the Capital Works Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Capital Works Fund Payment for the current year. Column G sets out the Anticipated Expenses in each year. Column H is the Capital Works Fund Balance which remains positive and proves our Recommendations are correct.
Base Annual Capital Works Fund contribution for Capital Items	\$47,451	
Buffer (or adjustment to the base annual contribution)	-\$6,000	
Recommended Annual Fund Contribution (After Buffer)	\$41,451	
Current Annual Capital Works Fund contribution (as instructed)	\$10,450	
Current Capital Works Fund Balance (as instructed)	\$7,125	
Annual Capital Works Fund Payment increase rate	4.00%	
Adopted Investment Rate after tax	0.75%	

RECOMMENDATION

First Year - Recommended Annual Capital Works Fund Contributions for each Lot PER ANNUM

10 Year Plan for:	The Owners of Strata Plan 102187 - 11 Mitchell Avenue, Jannali	Strata Plan:	SP102187
Period covered by the Plan:	1 November 2021 to 1 November 2031	Plan prepared on:	7 September 2021

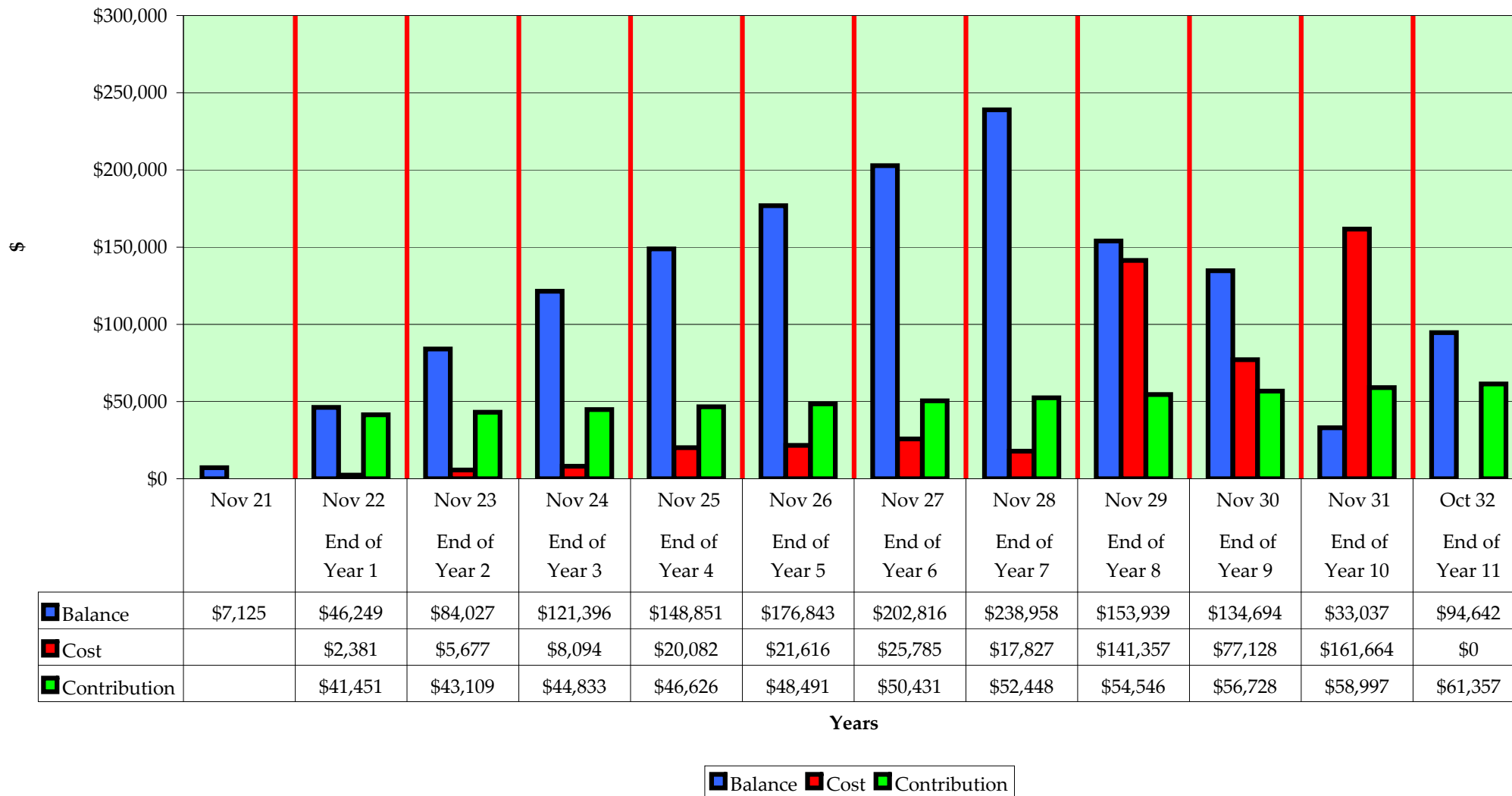
Rate per U/E	Lot No	Unit Entitlem.	1st Year Capital Works Fund Payment PA
\$41.45	1	25	\$1,036
	2	32	\$1,326
	3	31	\$1,285
Total Unit Entitlement	4	32	\$1,326
	5	31	\$1,285
	6	42	\$1,741
1000	7	24	\$995
	8	31	\$1,285
	9	32	\$1,326
Recommended First Year Capital Works Fund Contribution	10	30	\$1,244
	11	30	\$1,244
	12	30	\$1,244
	13	41	\$1,699
\$41,451	14	24	\$995
	15	28	\$1,161
	16	31	\$1,285
	17	31	\$1,285
	18	30	\$1,244
	19	30	\$1,244
	20	44	\$1,824
	21	25	\$1,036
	22	32	\$1,326
	23	33	\$1,368
	24	31	\$1,285
	25	31	\$1,285
	26	31	\$1,285
	27	45	\$1,865
	28	25	\$1,036
	29	34	\$1,409
	30	32	\$1,326
	31	52	\$2,155
			\$41,451

GRAPH RESULTS

Graph - Recommended Capital Works Fund Contributions, Estimated Costs, Fund Balance - 10 Years

10 Year Plan for:	The Owners of Strata Plan 102187 - 11 Mitchell Avenue, Jannali	Strata Plan:	SP102187
Period covered by the Plan:	1 November 2021 to 1 November 2031	Plan prepared on:	7 September 2021

10 Year Capital Works Fund Plan



Method of Assessment

The Method by which the estimated costs for the maintenance, repair, renewal or replacement of the Covered Items as set out in the 10 Year Capital Works Fund Plan were determined is set out below. The assessments have been calculated in accordance with s80 of the Strata Schemes Management Act 2015 including the timing and anticipated costs of any proposed works, and the source of funding for the Plan (including contributions or levies), amongst other things.

The recommended Contributions are calculated from an amalgam of cost estimates and a single figure is provided for practical purposes from within a range of values and a combination of a range of estimates. Areas have been calculated from our on-site measurements of the external parts of the building or the subject Strata Plan. Building plans or building surveys should be provided if the Owners require more accurate areas.

I have relied upon published Building Costs Guides and my extensive experience in costs assessments to determine the costs of maintenance, repair, renewal, replacement or upgrading of the Covered Items and do not accept responsibility for any errors from the above providers of source data. The estimated cost in a future year is escalated from a today's cost to allow for the increase in building costs, and uncertainty and risk over time.

The easily accessible areas of the property are physically inspected at the time of our inspection, and the Covered Items requiring maintenance, repair, renewal or replacement are identified, and then an estimated cost within the likely range of cost for that item is made having regard to quotes, costings from Building Costs publications, and using my over 30 years experience as a Valuer, and specialising in strata matters and 10 year Capital Works Fund Plans.

Additional comments

I have made allowances for stair nosings or non slip finishes for additional safety, common property lighting, the garbage area + chute, maintaining the fire services from a capital and not a recurrent basis, internal painting renewal, maintenance and repairs to the roof, pavers, floor coverings, elevator, air exhaust plant, pumps and other plumbing, and other Covered Items of a capital (not recurrent) nature, amongst other things.

As the property is relatively new, it presents well. The next few years will be fairly critical to see the level and quality of the construction materials ie whether balustrades will corrode, concrete spalls, water penetrations and the like will occur. I have made a variety of allowances including balustrades, common property doors including doors to Units as well as utility and entry doors, landscaping, and external painting (which is usually a hard estimate to determine).

Recommendation

I consider that the existing Capital Works Fund balance is low, and the Current Contributions are not sufficient. Additional allowances should always be made for any unforeseen circumstances. I recommend that the Owners adopt as a minimum, the Contributions as shown.

Points of consideration

I have made the following allowances:

- contribution towards maintenance of the roof in year 10.
- contribution towards the repair of the long term capital items, if required.
- contribution towards the repair of the common prop. doors + windows, if required.
- contribution towards the replacement of the common property lighting.
- contribution towards the renewal of the fire safety services in year 6, if required.
- in year 6, allowance for the repair of the security gates + motor.
- in year 9, allowance for maintenance of the elevator + equipment, if required.
- contribution towards the repair of the guttering + downpipes in year 10.
- allowance for the repair of the balustrades.
- contribution towards maintenance of the pumps and other plumbing in year 4, if required.
- in year 8, contribution towards the renewal of the internal painting + floor coverings, if required. In order to maintain a fresh appearance and provide ongoing protection.
- in year 5, contribution towards the repair of the communal amenities.
- in year 3, allowance for the repair of the intercom + security doors, if required.
- allowance for the renewal of the external painting in year 8, if required. If performed regularly, repainting will prevent excessive preparation costs in the future.
- contribution towards the repair of the utility services, cabinets, conduits in year 4.
- allowance for the repair of the fences + gates, if required. Where appropriate, at 50% of the cost in accordance with the Dividing Fences Act 1961.
- contribution towards maintenance of the air exhaust plant + equipment.
- contribution towards the renewal of the landscaping + bbq + outdoor furniture in year 2, if required. The owners may wish to refresh and restore the landscaped areas.
- in year 8, contribution towards the upgrade of the garbage bin area + chute.
- in year 1, allowance for trip slip hazards + stair nosings, if required.
- contribution towards maintenance of the stormwater pits + pipes in year 7.
- allowance for the repair of the pavers + wheel stops + mirror + lights.
- allowance for the renewal of the line marking + signage in year 10, if required.
- in year 3, contribution towards the repair of the mail boxes.

Note that this Capital Works Fund Plan is only an estimate of what items may reasonably require maintenance, repair, renewal, replacement or upgrade during the period covered by the Plan. There is no guarantee that a reasonable assessment of a future projection today may in fact come to pass. Additional items of capital repairs or replacement that are unforeseen at the time of preparing a Capital Works Fund Plan may occur in the immediate future. This Capital Works Fund Plan should be reviewed periodically to remove items that are no longer required and to add new items that are discovered. It is a Savings Plans not a Spending Plan.

Summary

The following annual Capital Works Fund contributions are recommended at the dates shown below.

Year	Year Ending	Recommended Capital Works Fund Payment (includes any Extra Costs payment)
1	Nov-22	\$41,451
2	Nov-23	\$43,109
3	Nov-24	\$44,833
4	Nov-25	\$46,626
5	Nov-26	\$48,491
6	Nov-27	\$50,431
7	Nov-28	\$52,448
8	Nov-29	\$54,546
9	Nov-30	\$56,728
10	Nov-31	\$58,997
11	Oct-32	\$61,357

For the recommended annual contribution for each Lot and for each year in the Plan see Annexure A.

Plan prepared by:



W. L. Dobrow FAPI FRICS FREI REIV(Aust) CDP CPP CPV

Australian Property Institute - Certified Practising Valuer

Accredited Practitioner (Fire Safety) No F053119A

This 10 Year Capital Works Fund Plan is for the use of the instructing party only and to assist the Owners in determining budgets and to satisfy the requirements of the Act and the Regulations, and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this Capital Works Fund Plan. Neither the whole nor any part of this Plan or any reference thereto may be included in any published document, circular or statement or published in any way without my written approval of the form and context in which it may appear. The Plan may be utilised for relevant meetings, but not for litigation or other purposes.

A comprehensive Report including a 10 Year Plan should be commissioned if a party requires a Report for another purpose or for use in litigation matters. I reserve the right to review or withdraw my Plan at any time. This Plan does not cover the structural condition of the property nor environmental contamination. This Plan does not identify or comment on the structural integrity (defect, pest or rot, etc), nor occupational or work health and safety, nor fire safety, nor council or building compliance in any respect (ie. flooding, cladding, building standards, etc) nor should it be construed as such.

The amounts shown on the Plan are a recommendation based upon my assessment of the likely expenditure on the Covered Items contained in the 10 Year Capital Works Fund Plan, as requested by the instructing party on behalf of the Owners. The Owners are entitled to choose whatever Capital Works Fund contributions they deem appropriate for their particular circumstances.

The Legislation

The management of strata schemes in NSW is primarily governed by the Strata Schemes Management Act 2015 and the Strata Schemes Management Regulation 2016. s80 of the Strata Schemes Management Act 2015 requires a 10 year Capital Works Fund Plan to be prepared.

80 Owners corporation to prepare 10 year Capital Works Fund Plan

(1) An Owners corporation is to prepare a plan of anticipated major expenditure to be met from the capital works fund for a 10-year period.

(2) An Owners corporation is to prepare a plan for each 10-year period following the 10-year period to which the first plan applied.

(3) An Owners corporation may, review, revise or replace a 10-year plan, and MUST review the plan at least once every 5 years.

An Owners corporation may engage expert assistance in the preparation of a plan.

The plan is to include the following - (a) details of proposed work or maintenance, (b) the timing and anticipated costs of any proposed work, (c) the source of funding for any proposed work, (d) any other matter the Owners corporation thinks fit, (e) any other matter prescribed by the regulations.

Budget

The legislative purpose of a 10 Year Plan is to assist the Owners Corporation in determining an appropriate annual budget for the capital works fund. s79 states

(2) An Owners corporation must, at each AGM, estimate how much money it will need to credit to its capital works fund for actual and expected expenditure -

(a) for painting or repainting any part of the common property, building or other structure, and

(b) to acquire personal property, and (c) to renew or replace personal property, and

(d) to renew or replace fixtures and fittings that are part of the common property, and

(e) to replace or repair the common property, and

(f) to meet other expenses of a capital nature.

Note. Expenses of a capital nature would include expenses in relation to major repairs or improvements to the common property (such as the replacement of roofing, guttering or fences and the like), or personal property of the Owners corporation.

Decisions made by the Owners Corporation about the Plan

The Owners Corporation has instructed us to prepare the 10 year Plan on the following basis:

The Covered Items contained within the Plan are all of the items that the Owners Corporation anticipates will require maintenance, repair, renewal or replacement in the period of the plan.

The Covered Items contained within the Plan includes all of the items of value that form part of the common property or the personal property of the Owners Corporation that, in their opinion, should be included in the Plan having regard to the maintenance, repair, renewal or replacement that it is anticipated will be required in the period covered by the Plan.

The Owners Corporation considers the way the items have been itemised separately or grouped together in the Plan as appropriate, and that the information contained in the Condition Report within the Plan as the appropriate information for each Covered Item.

Typically the legislation allows the Owners the discretion to choose or confirm the list of Covered Items scheduled within the 10 year plan provided, as well as the discretion to augment the Condition Report within the Plan with further details if they choose. These additional details for any Covered Item in a Condition Report include the installation, construction or acquisition date, the present condition, working or operating state, the date of last inspection, details of any anticipated maintenance, repair, renewal or replacement costs and future dates required, if the Owners so choose. If the Owners choose not to provide any of the above information, this Capital Works Fund Plan is a 10 Year Plan that still complies with the Strata Schemes Management Act 2015 and the Strata Schemes Management Regulation 2016.

When I prepare the 10 year Capital Works Fund Plan, I already take into account the above details as best available, and the Owners may choose to add or amend the information provided within my issued Capital Works Fund Plan. The benefit of this approach is the time saving for the Owners and the Strata Manager, as well as compliance with the legislation.

Covered Items

I refer to Covered Items as those items of a capital nature rather than a routine or non-recurrent nature that will likely require the type of expenditure set out in the legislation. These would also include the personal property of the scheme that should be included within the 10 year Plan. The Owners may choose to add additional items and their estimate of the costs to repair, maintain, renew or replace those items. The additional items may include cladding rectification, building defects, the construction of improvements upon the common property such as a new pergola, garbage bin enclosure, landscaping upgrading, additional car parking and the like.

Condition Report

My 10 year Capital Works Fund Plan includes a Condition Report which sets out the current condition of each item scheduled within the Plan, the expected lifespan once the item has been maintained, repaired, renewed, replaced or upgraded, as well as the method and any assumptions used to determine the estimated costs in order to comply with the legislation.

Long Term Capital Items

My Long Term Capital Items comprises two broad components. (1) minor and small items that would not warrant a separate inclusion on the Plan ie hinges, glass window rollers or glass door rollers, seals, locks and similar fittings; and (2) contingency and larger long term items such as an allowance for improved fire rating between Sole Occupancy Units (BCA or National Construction Code term) if they may require upgrading, future structural improvements, ie sagging roof timbers in villas and townhouses, that would be beyond the 10 year plan but contributed as a user pays approach in the 10 years contained within the Plan. These items are typically reflected as an amount ranging between \$500 and \$750 per Lot, and on a more simplistic straight-line approach, it is \$50 to \$75 per lot pa for the 10 year Plan.

Compliance with the Legislation

In weighing up the above approach and analysis of the legislation, my Capital Works Fund Plan complies with each relevant aspect of the Strata Schemes Management Act 2015 and Strata Schemes Management Regulation 2016 relating to 10 Year Plans.

General background comments

The following comments and observations do not form part of the Plan and are only provided to assist the Owners.

Explanation of a Capital Works Fund Plan

Primarily the purpose of a Capital Works Fund Plan is to determine the most practical and cost effective annual contribution for the Capital Works Fund budget, and which covers the anticipated costs for the maintenance, repair, renewal, replacement or the upgrade of items of value that form part of the common property of the scheme and the personal property of the Owners Corporation for the 10 year period that the Plan covers.

Practical approach

My recommended contributions takes into account any of the 'Covered Items' required by the legislation applying to the Owners Corporation as well any other relevant common property including personal property of a scheme, for example, lawnmowers, vehicles, computers, gardening or maintenance equipment and signage.

Benefit of a well prepared Capital Works Fund Plan

The benefit of this strata legislation is that Owners now know the extent of their common property assets, and the amount of money that should be budgeted to cover the cost of properly maintaining, repairing, renewing, replacing or upgrading items primarily of a capital nature, rather than those costs and items of a routine nature.

My 10 year Capital Works Fund Plan smooths out the cash flow lumps, and provides practical and useful recommended annual contributions for your Capital Works Fund.

A properly prepared and implemented Capital Works Fund Plan creates a form of 'forced savings plan' on a 'user pays basis' for the scheme that avoids or minimises irregular and unexpected special levies, and provides a pool of funds immediately available for the Owners Corporation to meet their legislative obligations to repair and maintain the common property.

10 Year Capital Works Fund Plan v Maintenance or Servicing Plans

A Maintenance or Servicing Plan is generally different to a 10 Year Capital Works Fund Plan required under the Act, and will tend to schedule the cost of items such as the renewal of painting or roofing restoration after so much scheduled use. An analogy of a Maintenance Plan is getting your car tuned after so many kilometres or months of use. A Maintenance Plan is no different to the current circumstance for a Scheme where large special levies are typically imposed upon Owners in a scheme as a result of poor financial planning. For example, a Maintenance Plan for painting or other items may have no money required for years 1 to 4, and then have a large amount in year 5 for painting works, and then nothing for each of the following years, and that is all a Maintenance Plan provides.

A scheme that relies upon Servicing or Maintenance Plans only is left with lumps of money required in various years, whereas a properly prepared 10 Year Plan will consider the Capital Works Fund balance and make adjustments for reasonable and practical annual Capital Works Fund contributions.

Contractors and consultants

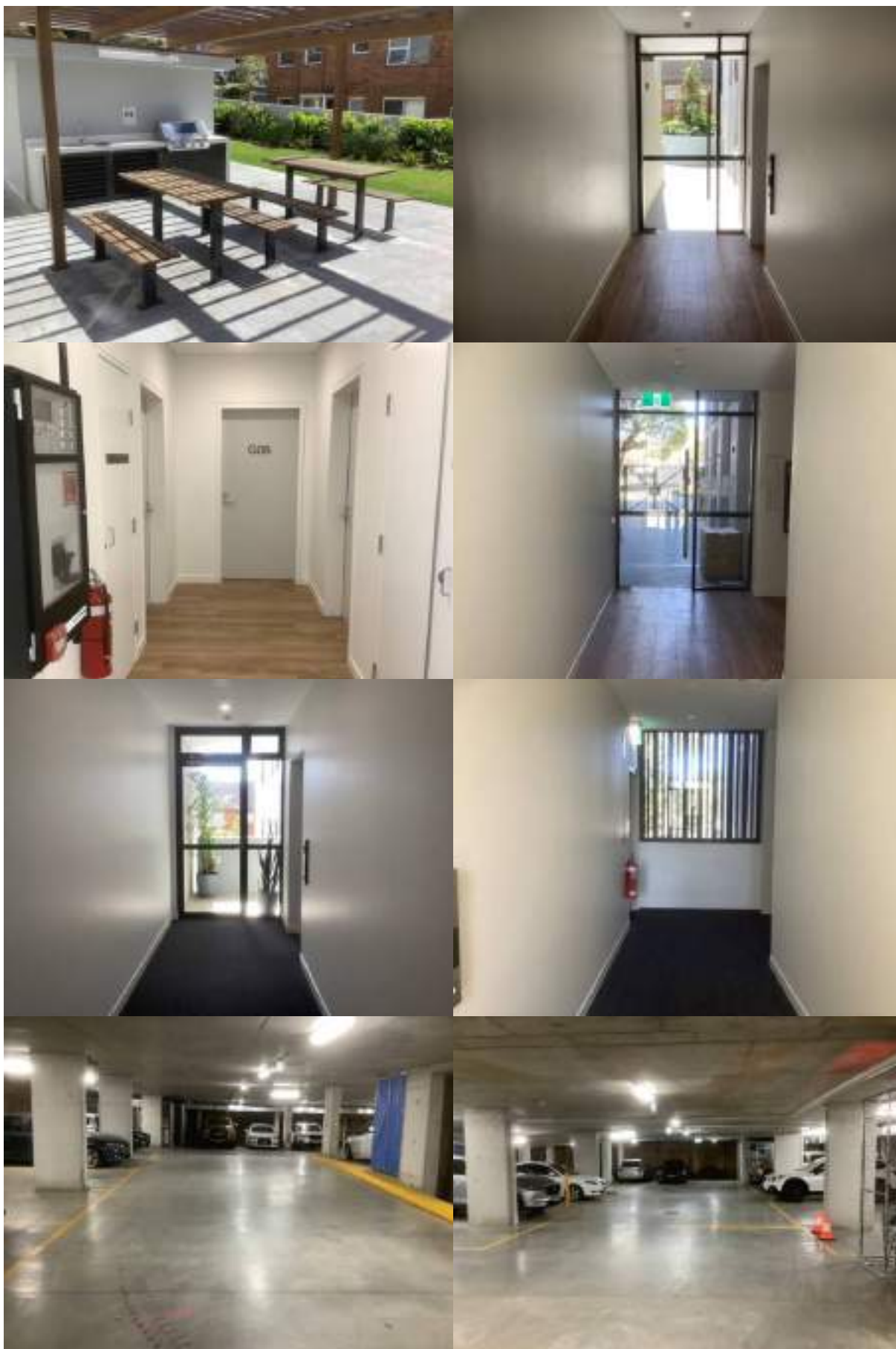
Typically villas and townhouses may have consultants and contractors that provide maintenance servicing, testing, repairs and similar for common property services such as fire protection with hydrant tanks, pumps, piping, detection and alarm systems, external painting, roofing experts, landscaping and garden, waterproofing, stormwater drainage, plumbing, electrical, structural engineering (for retaining walls, foundations, masonry walls, roof support structures), and the like. Each of these servicing companies may be able to provide maintenance or servicing plans with more detailed estimates of the capital cost of maintaining, repairing, renewing or replacing common property items that are not of a routine nature, and these plans assist with informing some figures within a Capital Works Fund Plan. In the absence of these figures being provided I make an allowance towards these likely costs.

In addition, some schemes may have engaged engineers or fire or building consultants to make comment upon building defects or external combustible cladding, fire upgrading, and similar costs. All of these costs need to be allowed for in the budget. It really is impractical to have a building consultant inspect the property and list a series of items that need work carried out upon them, provide a cost estimate and then walk away. This sort of advice and situation leaves the Owners in exactly the same position they were in prior to the introduction of the strata reform legislation. That is, the Owners are still left with special levies when large items have not been allowed for nor saved for in earlier years leading up to a major cost.

In contrast to the above, my 10 year Capital Works Fund Plan is a practical budgeting tool that provides a savings plan approach that ensures that there is sufficient money in the Capital Works Fund to pay for the estimated contingent costs to maintain, repair, renew, replace or upgrade each anticipated Covered Item.

Photographs





ANNEXURE A		Annual Individual Lot Contributions over the 10 Year Capital Works Fund Plan										
10 Year Plan for:		The Owners of Strata Plan 102187 - 11 Mitchell Avenue, Jannali								Strata Plan:	SP102187	
Period covered by the Plan:		1 November 2021 to 1 November 2031								Prepared:	7 September 2021	

Figures may be rounded		End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	End of Year 11
Lot No	Unit Ent.	Nov-22	Nov-23	Nov-24	Nov-25	Nov-26	Nov-27	Nov-28	Nov-29	Nov-30	Nov-31	Nov-32
1	25	\$1,036	\$1,078	\$1,121	\$1,166	\$1,212	\$1,261	\$1,311	\$1,364	\$1,418	\$1,475	\$1,534
2	32	\$1,326	\$1,379	\$1,435	\$1,492	\$1,552	\$1,614	\$1,678	\$1,745	\$1,815	\$1,888	\$1,963
3	31	\$1,285	\$1,336	\$1,390	\$1,445	\$1,503	\$1,563	\$1,626	\$1,691	\$1,759	\$1,829	\$1,902
4	32	\$1,326	\$1,379	\$1,435	\$1,492	\$1,552	\$1,614	\$1,678	\$1,745	\$1,815	\$1,888	\$1,963
5	31	\$1,285	\$1,336	\$1,390	\$1,445	\$1,503	\$1,563	\$1,626	\$1,691	\$1,759	\$1,829	\$1,902
6	42	\$1,741	\$1,811	\$1,883	\$1,958	\$2,037	\$2,118	\$2,203	\$2,291	\$2,383	\$2,478	\$2,577
7	24	\$995	\$1,035	\$1,076	\$1,119	\$1,164	\$1,210	\$1,259	\$1,309	\$1,361	\$1,416	\$1,473
8	31	\$1,285	\$1,336	\$1,390	\$1,445	\$1,503	\$1,563	\$1,626	\$1,691	\$1,759	\$1,829	\$1,902
9	32	\$1,326	\$1,379	\$1,435	\$1,492	\$1,552	\$1,614	\$1,678	\$1,745	\$1,815	\$1,888	\$1,963
10	30	\$1,244	\$1,293	\$1,345	\$1,399	\$1,455	\$1,513	\$1,573	\$1,636	\$1,702	\$1,770	\$1,841
11	30	\$1,244	\$1,293	\$1,345	\$1,399	\$1,455	\$1,513	\$1,573	\$1,636	\$1,702	\$1,770	\$1,841
12	30	\$1,244	\$1,293	\$1,345	\$1,399	\$1,455	\$1,513	\$1,573	\$1,636	\$1,702	\$1,770	\$1,841
13	41	\$1,699	\$1,767	\$1,838	\$1,912	\$1,988	\$2,068	\$2,150	\$2,236	\$2,326	\$2,419	\$2,516
14	24	\$995	\$1,035	\$1,076	\$1,119	\$1,164	\$1,210	\$1,259	\$1,309	\$1,361	\$1,416	\$1,473
15	28	\$1,161	\$1,207	\$1,255	\$1,306	\$1,358	\$1,412	\$1,469	\$1,527	\$1,588	\$1,652	\$1,718
16	31	\$1,285	\$1,336	\$1,390	\$1,445	\$1,503	\$1,563	\$1,626	\$1,691	\$1,759	\$1,829	\$1,902
17	31	\$1,285	\$1,336	\$1,390	\$1,445	\$1,503	\$1,563	\$1,626	\$1,691	\$1,759	\$1,829	\$1,902
18	30	\$1,244	\$1,293	\$1,345	\$1,399	\$1,455	\$1,513	\$1,573	\$1,636	\$1,702	\$1,770	\$1,841
19	30	\$1,244	\$1,293	\$1,345	\$1,399	\$1,455	\$1,513	\$1,573	\$1,636	\$1,702	\$1,770	\$1,841
20	44	\$1,824	\$1,897	\$1,973	\$2,052	\$2,134	\$2,219	\$2,308	\$2,400	\$2,496	\$2,596	\$2,700
21	25	\$1,036	\$1,078	\$1,121	\$1,166	\$1,212	\$1,261	\$1,311	\$1,364	\$1,418	\$1,475	\$1,534
22	32	\$1,326	\$1,379	\$1,435	\$1,492	\$1,552	\$1,614	\$1,678	\$1,745	\$1,815	\$1,888	\$1,963
23	33	\$1,368	\$1,423	\$1,479	\$1,539	\$1,600	\$1,664	\$1,731	\$1,800	\$1,872	\$1,947	\$2,025
24	31	\$1,285	\$1,336	\$1,390	\$1,445	\$1,503	\$1,563	\$1,626	\$1,691	\$1,759	\$1,829	\$1,902
25	31	\$1,285	\$1,336	\$1,390	\$1,445	\$1,503	\$1,563	\$1,626	\$1,691	\$1,759	\$1,829	\$1,902
26	31	\$1,285	\$1,336	\$1,390	\$1,445	\$1,503	\$1,563	\$1,626	\$1,691	\$1,759	\$1,829	\$1,902
27	45	\$1,865	\$1,940	\$2,017	\$2,098	\$2,182	\$2,269	\$2,360	\$2,455	\$2,553	\$2,655	\$2,761
28	25	\$1,036	\$1,078	\$1,121	\$1,166	\$1,212	\$1,261	\$1,311	\$1,364	\$1,418	\$1,475	\$1,534
29	34	\$1,409	\$1,466	\$1,524	\$1,585	\$1,649	\$1,715	\$1,783	\$1,855	\$1,929	\$2,006	\$2,086
30	32	\$1,326	\$1,379	\$1,435	\$1,492	\$1,552	\$1,614	\$1,678	\$1,745	\$1,815	\$1,888	\$1,963
31	52	\$2,155	\$2,242	\$2,331	\$2,425	\$2,522	\$2,622	\$2,727	\$2,836	\$2,950	\$3,068	\$3,191

Figures may be rounded

		End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	End of Year 11
Lot No	Unit Ent.	Nov-22	Nov-23	Nov-24	Nov-25	Nov-26	Nov-27	Nov-28	Nov-29	Nov-30	Nov-31	Nov-32
	1000	\$41,451	\$43,109	\$44,833	\$46,626	\$48,491	\$50,431	\$52,448	\$54,546	\$56,728	\$58,997	\$61,357

6 March 2023

Our ref: DB:DC:JSB:SP102187:16492
Your ref: Lynn Baker

Principal: **David Bannerman**
dbannerman@bannermans.com.au

Contact: James Barbar
jbarbar@bannermans.com.au

The Secretary
The Owners - Strata Plan No. 102187
c/- Netstrata
nicole.kazzi@netstrata.com.au
lynn.baker@outlook.co.nz
BY EMAIL

Dear Secretary

SP102187 | BUILDING DEFECTS CLAIM | 11-15 MITCHELL AVENUE, JANNALI 2226 | #16492

I have been retained by The Owners – Strata Plan No. 102187 to provide advice with respect to a building defects claim against the builder/developer for existing defects within the strata scheme. I provide the following update to the scheme regarding the current building defect proceedings HB 22/39722 in the NSW Civil and Administrative Tribunal (**NCAT**) against the builder/developers (**Respondents**)

NCAT PROCEEDINGS HB 22/39722

- As you are aware, the scheme's 2 year warranty period for minor defects was due to expire on 11 November 2022. To protect the scheme's interest and preserve recovery rights, the scheme commenced proceedings against the Respondents in NCAT on 2 September 2022.
- The matter has been listed for directions on two separate occasions (4 October 2022 and 2 December 2022).
- On the first occasion, the matter was listed before Senior Member Blake. The parties agreed to adjourn the matter to provide the scheme with an opportunity to consider documents in the court case between the builder & developer, and whether the scheme would join or run its case beside the Respondents case in the Supreme Court
- On the second occasion, before Senior Member Ellis, the matter was again adjourned as agreed between the parties, to allow the the scheme to put together a deed with input from its experts who need the additional time, in an attempt to settle the matter. Senior Member Ellis permitted an adjournment noting that if the matter doesn't settle by 27 January 2023, the owners must submit their evidence by 24 February 2023.
- On 24 February 2023, I filed and served the expert report of Eagle Fire + Safety, indicating to the Respondents that the scheme's general defects expert report was to come shortly along with a scott schedule.
- I will attend to filing and serving the Expert Report of John Riad of Endeavour Engineering upon receiving a final copy.
- The matter is next listed for directions on **10 March 2023**. I confirm I will be appearing for the scheme.



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EXPERT EVIDENCE

We have received the following documents from the scheme's experts:

- (i) Expert Report of Eagle Fire + Safety dated 24.2.23.
- (ii) Draft Expert Report of John Riad of Endeavour Engineering

I provide the following summary on the scheme's expert evidence.

Eagle Fire + Safety (Fire Safety Report)

Sue Scott of Eagle Fire + Safety carried out inspections on 14, 15 & 16 December 2022, and 12 & 13 January 2023. She undertook visual inspections only and did not perform any destructive testing.

In general, the defects identified are:

1. Further Investigations

The author identified the following areas requiring further investigations on page 12 of the Fire Safety Report:

- o 4.4.1 Fresh Air Supply To Service Room On Level LG
- o 4.4.2 Potential Damage To Insulation Wrap
- o 4.4.3 Water Ingress Into Main Switch Room
- o 4.4.4 Electrical Services

2. Missing labels

According to the author, the following items have missing label or are incorrectly labelled:

- o Main fire indicator panel on the ground floor;
- o Emergency lighting circuit breakers on the main switch room and Level G electrical cupboard; and
- o Hydrant pipework (not labelled) on B1 carpark.

3. Missing information

Missing or incorrectly provided information:

- o Commissioning test records not available on site for Hydrant pump room;
- o Fire engineering report incorrectly describes the building;
- o Fire brigade booster connection conflicting boost pressure signage;
- o No electrical schedule provided at distribution board for the electrical cupboard, on level G;
- o No baseline provided for the fire dumpers, fire doors, fire Rose Reel System or for any fire safety system;
- o Fire door compliance tags not mechanically fixed (all areas);
- o Hydrant block plans at the booster connection, booster pump and fire indicator panel do not include the design flows; and
- o In the carpark, the hatched line markings do not extend the required distance from fire shutter

4. Fire door

- o The author notes that on level G, the fire door was not installed to room opening from the public lobby, and on the NBN Room a non-compliant fire door frame was installed.
- o In addition, there are non-compliant fire doors gaps on: Level B2 (hydrant pump room), level B1 (south fire stair and bin room) and level LG (fire stairs)

5. Fire dampers

- o No fire dampers were installed on the lift lobbies on level LG, L1, L2, L3, L4, level B1 adjacent lift and there is no fire damper located on the Service Room on level LG.
- o In the main switch room the fire damper was incorrectly installed.

6. Inadequate insulation

The author observed that the following were inadequately insulated:

- Cooper pipes on level B2 (south fire stairs) and on B1 level wall between carwash bay and bin room;
- Cooper pipes and steel pipe in the hydrant pump room;
- Steel pipe on level B2, south fire stair; and
- Mains cable in the main switch room.

7. PVC Conduit and cable not fire stopped

PVC Conduit not fire stopped was observed on the following location:

- B1 level void area near fire shutter;
- Level B1 Bin room;
- Fire stair all levels;
- Garbage shaft Level 4;
- Hydrant pump room wall and airlock wall; and
- Level B2 north fire stair.
- Cable not fire stopped and incorrect fire stopped penetration on level LG communications cupboard

8. Fire collar

It was observed, that on the carwash bay (level B1) the fire collar was incorrectly installed. Also, there were PVC or PEX pipe penetration with no fire collars installed on the following locations:

- Level B1 above carspace 10;
- Level B1 south end of carpark;
- Level B1 near fire rated shutter;
- Level B1 outside Bin room;
- Level B1 Bin room;
- Level B2 outside north fire stair; and
- Garbage shaft Level 4

9. Not smoke sealed

Found not smoked sealed:

- Cables, on Level L1 electrical cupboard;
- Communications cupboards, on Levels LG, L2 & L3; and
- Electrical cupboards, on Levels G, 1, 2.

10. Copper pipe penetrations

- There are copper pipe penetrations not in accordance with tested system located on the hydraulic risers throughout building and hydraulic risers on Levels 3 & 4.

11. Air fan operating incorrectly

- Carpark supply air fan is operating incorrectly in fire mode, on the Basement carpark. It will be required to reprogram the fire indicator panel.

12. Issues observed in the main switch room

- Regarding the main switch room, the author observed water ingress, construction joint not sealed and light switch cover plate incompatible with mounting block (design documentation and commissioning results not provided).

13. Hydrant

- No drainage provided for hydrant on level 4 fire stairs; and
- Hydrant pump room ventilation not adequately protected

14. In addition to the above the author also notes that:

- There is a diesel pump exhaust discharge near the balcony door to unit G01 which generates a strong diesel odour whenever the pump is tested;
- Inadequate separation between pipe penetrations on level b1 outside south fire stair;
- Two copper and steel pipe penetrations through the slab outside the south fire stair (level 1b) have water pooling around the penetration; and
- Many isolation valves in the hydrant pump room were not secured in the open position

Endeavour Engineering (General Building Defects Report)

John Riad of Endeavour Engineering carried out site inspections on 28 & 29 November 2022, and 3 December 2022. He undertook visual inspections only and did not perform any destructive testing.

1. Further Investigations

Mr. Riad identified the following areas requiring further investigations:

- Further investigations by in regards to flood testing and destructive testing. The items requiring invasive works are in units G05, G06, 102, 201, 202, 206, 301, 302, 305, 306, 402, 403 and the Façade.
- HVAC investigations (item 301.2)
- Hydraulic investigations (items B.6 & B.7)

2. General Defects

As a brief summary, Mr. Riad noted the following issues in the defects schedules:

- Significant Balustrade issues
- Insufficient overflow provisions on balconies
- Windows in bathrooms raising compliance issues
- Insufficient falls
- Planter box waterproofing issues
- Badly installed and cracked tiles
- Waterproofing issues in relation to balcony sliding doors
- Significant general water ingress issues

LAY EVIDENCE

In addition to expert evidence, the scheme can also file "lay evidence", such as a Witness Statement or Affidavit. In the event the scheme wishes to claim out-of-pocket costs it has incurred as a result of rectifying defects/mitigating damage to common property as a result of building defects claimed in the proceedings (i.e., engaging plumber to carry out urgent waterproofing repairs). Please note, this does not include lot property defects or maintenance issues. Please advise whether the scheme have incurred such costs, forward all invoices and I will prepare an Affidavit for you.

RESPONDENTS EVIDENCE

There is currently no timetable for the Respondents to submit their evidence, and given Mr. Riad's opinion that he is required to put on supplementary evidence pending the outcome of invasive investigations / flood testing, I recommend the scheme instruct me to indicate this to the Tribunal at the next directions hearing, so that a timetable for supplementary evidence can be discussed.

This will involve further investigations to be organised for the scheme's experts, then investigations by the Respondents' experts for their reply evidence.

JOINT REPORT

Once the Respondents have filed their expert evidence in reply, the next phase of these proceedings include arranging a joint inspection with the parties' experts ("**experts conclave**") if any items remain in dispute.

An expert's conclave is typically held on-site but can also be arranged via zoom or teleconference. The objective of the experts conclave is to narrow any points of difference between the parties' experts including an agreed methodology of repair. This would limit or eliminate the need for expert evidence at the hearing, be of assistance to the Tribunal in making a determination at the hearing (i.e. Work Order) and also assist the parties with settlement negotiations.

POTENTIAL REIMBURSEMENT FOR LEGAL AND EXPERT COSTS

The costs for the experts attending site for inspections, preparing defect reports and oversight of rectification work would come out of the scheme's expenses.

As always, expert costs incurred during proceedings are considered 'costs of the proceedings' and in the event that the scheme is successful in either obtaining judgment against the Respondent, or in negotiating that the Respondents pay the scheme's costs in settlement, these expert costs would be included/recoverable as costs of the proceedings. We will ensure that all legal and expert costs form part of the negotiation discussions with the Respondents and are included in the claim.

I note generally that if the Respondents are found to be liable (i.e., the matter proceeds to a final hearing and the scheme obtains a favourable outcome), and the scheme is awarded a costs order, items that may be recovered include the following:

- (a) Cost or estimated cost to rectify defects identified in litigation compliant expert reports of a quantity surveyor;
- (b) Reasonable expert witness expenses;
- (c) 50-75% of the scheme's legal costs, subject to cost assessment and negotiation; and
- (d) Any other losses that need to be incurred due to the presence of defects identified in the reports (including out of pocket expenses/damages relating to increased strata premiums or emergency repairs, if the matter proceeds in a Court as opposed to a Tribunal etc.).

The matter of costs can also be dealt with under any negotiations/settlements with the Respondents, using the principles above.

However, it is important to note that in recent events we have noticed and experienced when Applicants are trying to push for cost orders in building defect disputes, the Tribunal's preference is that each party bear their own costs in the proceedings, unless there are special circumstances in that the Respondents have unreasonably prolonged the time to complete the proceedings and/or due to the nature and complexity of the proceedings. It must be noted that it is difficult to prove these special circumstances.

TRANSFER OF PROCEEDINGS TO SUPREME COURT

The Tribunal can make a Work Order against the Respondents, undefined by a monetary value, as it requires work be done, and does not quantify the value of that work. However, as NCAT only has jurisdiction to make a money order at a maximum amount of \$500,000, the scheme will only be able to receive a Money Order limited to \$500,000 in the event that the Respondents do not comply with a Work Order.

Transferring the proceedings to a higher court will incur additional legal costs and may delay the proceedings (in terms of exchanging evidence) however, it would protect the scheme's interests as its claim would not be limited to a \$500,000 Money Order and will provide additional time for the experts to finalise their reports (including joint reports) notwithstanding an extended time frame for the parties to properly undertake and participate in settlement discussions. It is unlikely NCAT will adjourn the proceedings to allow enough reasonable time for the parties to partake in settlement discussions and will otherwise list the matter for final hearing.

In our experience, the Supreme Court is the preferable jurisdiction as it has a specialist 'Technology and Construction' List and runs relatively smoothly and efficiently. Furthermore, the parties will be able to adjourn

the proceedings for a longer period of time in comparison to NCAT (which typically only allows 4-6 week adjournments at the beginning of the matter). This will allow enough reasonable time for the parties to explore suitable settlement arrangements and participate in mediation, if required.

The advantages of transferring proceedings to the Supreme Court include:

- Minimal difference in legal and expert costs for the scheme, as these costs are incurred at the same hourly rate, no matter what jurisdiction the proceedings are in.
- The supreme court has a specialist 'technology and construction list', which has experienced, competent judges sitting on the bench hearing matters.
- The scheme will have more time to engage the further expert consultants and finalise additional evidence.
- The supreme court has an unlimited jurisdiction; and
- The scheme is far more likely to obtain an order that the respondents pay the scheme's costs of the proceedings, as the default position in the supreme court is that the unsuccessful party pays the costs of the successful party.

The disadvantages of transferring the proceedings to the Supreme Court include paying the \$3,128 filing fee, more strict evidentiary requirements and that the Supreme Court does not have the jurisdiction to make an order that a Builder or Developer perform rectification works (Work Order). However, the Supreme Court can give effect to a settlement agreement entered into by the parties which include the performance of rectification works.

At present, our advice is to remain in NCAT unless it becomes until it becomes strictly necessary to transfer to the Supreme Court.

WORK ORDER VS SETTLEMENT AGREEMENT

There are two options the scheme can take to finalise this matter:

1. Work Order

A Work Order will have the force of a judgment and require the builder to complete certain/remaining works. When the Tribunal makes a Work Order, it will also make an order that if the builder does not comply with the Work Order within 12 months, the scheme can relist the matter before the Tribunal to either make an extended Work Order, or alternatively, a Money Order for the Respondents to pay the scheme's cost of engaging a third party to carry out rectification.

2. Settlement Agreement

The scheme can initiate settlement discussions with the Respondents in order to resolve the proceedings. If an agreement can be reached within the next few months, the scheme do not need to appear at the final hearing. Settlement discussions can happen at any point in these proceedings and on an informal basis.

If the proceedings are resolved by Settlement Agreement without the Tribunal making a Work Order (which is often the case where the owner agrees to withdraw the proceedings on the basis of a deed), then the scheme **cannot** relist the matter in the Tribunal for a Money Order, however, the consequences of non-compliance or breaches of a Settlement Agreement can be provided with more flexibility in a Settlement Agreement.

Effectively the deed would obligate the scheme to release the Respondent from all claims for relief of any kind in relation to the alleged defects and the NCAT proceedings. The Deed would also require the scheme to withdraw the NCAT proceedings on foot, following confirmation by the scheme's experts that all rectification works that the builder agrees to under the deed have been completed.

Alternatively, the deed can be drafted so that a Work Order is agreed by the parties and made against the Respondents, without going to final hearing.

NEXT STEPS AND RECOMMENDATIONS

To facilitate the Tribunal's overriding principle of the just, quick and cheap resolution of matters, I recommend initiating settlement discussions with the Respondents. The scheme are in a good position to start these discussions now that its expert evidence has been obtained. If the scheme do not have any items of concern/in dispute in terms of agreeing to undertake rectification works, then the parties should be able to settle the proceedings soon.

I would be grateful if you could provide instructions for me to draft a deed of settlement and work schedule to put forward to the Respondents on a without prejudice basis, to commence settlement discussions, and noting that changes to the deed and work schedule can be made at any time up until a formal agreement is reached.

I have also sought a fee estimate update from Mr. Riad to perform the additional investigations in regards to flood testing and destructive testing for a supplementary report and will update the scheme accordingly once received.

I will be in a better position to advise further steps once we receive and review the Respondents' evidence.

If you have any questions please contact me.

Yours faithfully
BANNERMANS



David Bannerman
dbannerman@bannermans.com.au
Acc. Spec. (Prop.)
Principal

Contact
James Barbar
jbarbar@bannermans.com.au
Lawyer

19 May 2023

Our ref: DB:ZM:SP102187:16492
Your ref: Nicole Kazzi

Principal: **David Bannerman**
dbannerman@bannermans.com.au

Contact: **James Barbar**
jbarbar@bannermans.com.au

The Secretary
The Owners - Strata Plan No. 102187
C/- Net Strata
nicole.kazzi@netstrata.com.au
BY EMAIL

Dear Secretary,

SP102187 | BUILDING DEFECT ADVICES | 11 MITCHELL AVENUE, JANNALI NSW 2226 | #16492

Since my letter to the scheme dated 6 March 2023, the following progress has been achieved:

- On 10 March 2023, I attended a directions hearing before Senior Member Ellis and obtained an extension of time for the scheme to submit its evidence until 14 March 2023.
- I received the expert report of John Riad from Endeavour Engineering on 14 March 2023. I then reviewed, filed and served the report, along with a scott schedule to the Tribunal and to the Builder and Developer.
- I drafted a deed of settlement and work schedule, to include the additional items not contained within the scheme's expert reports, which I provided to the Builder and Developer for their consideration;
- I organised an informal settlement conference with the Builder and Developer on 8 May 2023 to discuss terms upon which the Builder and Developer would be willing to return and rectify defects. Whilst the Builder did indicate it was willing to return to rectify defects, there remains issues between the Builder and Developer which is delaying settlement prospects.
- On 9 May 2023, the Builder raised a formal letter indicating it believed there were jurisdictional issues with having ongoing building defects proceedings in the Supreme Court of NSW between the Developer and Builder, and building defects proceedings in NCAT. We disagree.
- On 18 May 2023, I provided an updated Work Schedule to the Builder and Developer to include further new defect items which the Developer has raised in a new Fair Trading Audit Report. The Builder appears amendable at this time to consider all defects raised to date in a settlement agreement, and not only those which the scheme has raised its own evidence to.
- On 19 May 2023, I attended a directions hearing before Senior Member Goldstein, where the Builder again raised the jurisdictional issues it believes exists. Senior Member Goldstein suggested a pragmatic approach would be for the parties to remain in NCAT, since the Builder is willing to return to fix defects. Senior Member Goldstein then asked the Builder if it would be pressing for the Tribunal to consider their submissions in relation to alleged jurisdiction issues. The Builder's barrister, Garth Campbell, insisted the Builder's application be heard at an in-person hearing.
- Senior Member Goldstein then granted the scheme 6 weeks to provide a written reply to the Builder's allegations of jurisdictional issues, to **30 June 2023**, and stated he would not allow an in-person hearing of the jurisdictional issues, but rather would consider the issue based upon written submissions received by the parties.



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Works to be undertaken, revised estimates of legal fees and disbursements

	Our fees	Disbursements	GST	Total
Initial estimate: 8 August 2022	\$1,000.00	\$100.00	\$110.00	\$1,210.00
15 August 2022 Estimate:				
Stage 1 –Preservation of rights and early withdrawal of proceedings	\$5,000.00	\$800.00	\$580.00	\$6,380.00
15 August 2022 Estimate:				
Stage 2 –Settlement at early stages of the proceedings in the event that the builder appear prepared to enter into a settlement on acceptable terms	\$6,000.00	\$200.00	\$620.00	\$6,820.00
15 August 2022 Estimate:				
Stage 3 – Ongoing proceedings	\$35,000.00	\$830.00	\$3,583.00	\$39,413.00
Costs up to and including our invoice of 30 April 2023	\$38,911.89	\$847.83	\$3,945.25	\$43,704.97
Approximate unbilled work in progress (“WIP”)	\$9,436.00	Nil	\$943.60	\$10,379.60

Estimate of future fees:

1. Draft written submissions in reply to alleged jurisdictional issue				
2. Attendance in further directions hearing;	\$20,000.00	Nil	\$2,000.00	\$22,000.00
3. Continue negotiations with Builder and Developer in attempt to reach settlement				
4. Preparations for and attendance in 1 day hearing in NCAT				
5. Report to the owners corporation				

TOTAL ESTIMATES OF FEES INVOICED, WIP AND ESTIMATES OF FUTURE FEES	\$68,347.89	\$847.83	\$6,888.85	\$76,084.57
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Please note that:

- The revised or additional estimate is partially attributable to action, the need for which was identified as the matter developed, required in order to protect your interests, necessitating work additional to that initially instructed or more intensive performance of the work initially instructed.
- The revised or additional estimate is partially attributable to initial assumptions not being realised, necessitating additional work or increasing the time required to perform the work initially instructed.
- We anticipate that following matters will have an impact on the future conduct of the matter:
 1. Whether a tripartite agreement can be reached between the scheme, the Developer and the Builder;
 2. Whether the Builder / Developer seek leave to adduce late evidence;
 3. Whether as a result of (2), a joint conclave is required, cross-examination of witnesses is required, and whether further days are allocated to a hearing.
- Your options regarding future conduct of the matter are as follows:
 - a) to proceed on the basis which we propose, our view and our advice to you being the proposed additional work is required in order to properly protect your interests; or
 - b) to proceed with the matter without approving some or all of the proposed future additional works; or
 - c) to discontinue further conduct of the matter.

As your matter involves tribunal proceedings, failure to continue may expose you to adverse costs orders.

If you have any queries please contact me.

Yours faithfully
BANNERMANS



David Bannerman
dbannerman@bannermans.com.au
Acc. Spec. (Prop.)
Principal

Contact
James Barbar
jbarbar@bannermans.com.au
Lawyer

The Owners – SP102187
C/- Netstrata Nicole Kazzi, Arabella Zhang

Emailed to: nicole.kazzi@netstrata.com.au, arabella.zhang@netstrata.com.au

Dear Owners

Notice of intention to issue a Building Work Rectification Order under the Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020 for 11-15 Mitchell Avenue, Jannali NSW 2226 (SP102187) (the building).

The Department of Customer Service (the Department) administers *the Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (the Act).

Mitchell Avenue Development Pty Ltd ACN 615 564 586 is the developer of the residential apartment located at 11-15 Mitchell Avenue, Jannali NSW 2226 (SP102187) (the Building) for the purpose of the Act.

I, David Chandler, an authorised delegate of the Secretary of the Department, have formed the opinion that building work is being carried out in a manner that could result in a serious defect.

This letter constitutes a notice of intention under s44 of the Act that the Secretary of the Department intends to give Parklane Group Pty Ltd a Building Work Rectification Order (Order) under s33 of the Act. Please find the draft Order enclosed which sets out the terms of, and reasons for, the Order. The draft Order specifies the date by which compliance with the Order is required.

You are entitled to make written representations in relation to the proposed Order. If you would like to make written representations, you must make them no later than **5pm on 21 August 2023**.

In accordance with s45(2) of the Act, an owners corporation is required to give notice to the owners of lots in the strata scheme of the receipt of the notice of intention to issue an Order.

If you have any questions, please contact projectintervene@customerservice.nsw.gov.au.

Yours faithfully,



David Chandler
NSW Building Commissioner
Department of Customer Service
31 July 2023

Attn: Proper Officer
Mitchell Avenue Development Pty Ltd
ACN 615 564 586
c/ SMART WEALTH ADVISORS
Suite 1204, 219-227 Elizabeth Street
SYDNEY NSW 2000

Service: By registered post, and by email to

DATE:31 July 2023

Building Work Rectification Order

Section 33 of the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020*

Mitchell Avenue Development Pty Ltd (ACN 615 564 586) is being given this Building Work Rectification Order (Order) in relation to 11 - 15 Mitchell Avenue, JANNALI NSW 2226 (SP102187).

Mitchell Avenue Development Pty Ltd (ACN 615 564 586) is required to cause building work to be carried out to remediate the serious defects as set out below in this Order.

Failure to comply with the requirements in this Order is a criminal offence.

Background

1. The Department of Customer Service (**the Department**) administers the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020 (the Act)*.
2. Under section 33 of the Act, if the Secretary of the Department, or their authorised delegate, has a reasonable belief that building work was carried out in a manner that could result in a serious defect in relation to the Building, they may order the developer to rectify building work to remediate the serious defect or potential defect.
3. Section 3 of the Act defines a serious defect. Section 3 of the Act also defines the term “building element” by reference to the *Design and Building Practitioners Act 2020 (DBP Act)*. Section 4 of the Act defines the term “developer”. Section 6 of the Act provides the building work to which the Act applies. Relevant excerpts from sections 3, 4 and 6 of the Act and section 6 of the DBP Act are set out in **Attachment A** to this order.
4. David Chandler, Department of Customer Service is an authorised delegate of the Secretary of the Department.
5. Mitchell Avenue Development Pty Ltd (ACN 615 564 586) is the developer of the residential apartment building known as **11 - 15 Mitchell Avenue, JANNALI NSW 2226 (SP102187) (the Development)** for the purposes of section 4(a) of the Act.
6. The Development comprises carparking, and residential units. The Act applies to building work at the Development because it is a class 2 Development, is currently occupied and less than 10 years old.
7. On 16 March 2023 with the consent of the owners corporation, a third-party consultant engaged by the Department attended the Building (**Investigator**). The Investigator prepared a report on serious defects in the Building (**Inspection Report**).

Requirements in relation to Serious Defects

8. I, David Chandler, under section 33 of the Act, require you Mitchell Avenue Development Pty Ltd (ACN 615 564 586) to do the things specified in column 4 in Table 1 to eliminate, minimise or remediate each respective serious defect described in columns 1, 2 and 3 of Table 1. Each requirement must be complied with by the time set out in column 5 of Table 1:

Table 1: Requirements in respect of Serious Defects

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
1.	Basement 1 Carpark — Wash Bay	<p>The horizontal floor surface does not have an adequate slope to the drainage outlet/s causing accumulation of excess water in the area.</p> <p>No evidence of drainage in the vicinity of the area where water would accumulate.</p>	<p>Within the time period specified in column 5, Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation specification and manufacture’s recommendation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 120 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			Stage 2. Rectify the works in accordance with the specialist report and drawings provided at stage 1.	
2.	Basement 1 Carpark — bin room	It was observed that the horizontal floor surface does not have an adequate slope to the drainage outlet/s causing accumulation of excess water in the area.	Within the time period specified in column 5, Stage 1. Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au The written report required to be submitted must: <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation specification and manufacture's recommendation 	Stage 1 – 60 days Stage 2 – 120 days

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			Stage 2. Rectify the works in accordance with the specialist report and drawings provided at stage 1.	
3.	Basement 1 Carpark – adjacent basement entrance gate	The following observations were made: <ol style="list-style-type: none"> 1. Water ingress via the basement walls. 2. No evidence of perimeter drainage along the basement walls. 	Within the time period specified in column 5, Stage 1. Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au The written report required to be submitted must: <ol style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation specification and manufacture’s recommendation 	Stage 1 – 60 days Stage 2 – 120 days

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			Stage 2. Rectify the works in accordance with the specialist report and drawings provided at stage 1.	
4.	Basement 1 Carpark – main switch room	The following observations were made: 1. Water staining in the wall bases and, on the floors, indicating water ingress via the walls. 2. No evidence of drainage provisions in the room.	Within the time period specified in column 5, Stage 1. Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au The written report required to be submitted must: <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation specification and manufacture’s recommendation 	Stage 1 – 60 days Stage 2 – 120 days

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
5.	Basement 1 carpark	<p>It was observed that the horizontal floor surface does not have an adequate slope to the drainage outlet/s causing accumulation of excess water in the area.</p> <p>This is a systemic defect throughout the basement.</p>	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 120 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
6.	Basement 2 carpark – adjacent to car spaces 16 and 17	It was observed that water is not being discharged (i.e. water is ponding/accumulating) in the 'channel' along the wet wall. Granular aggregates prevent water discharge.	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 120 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
7.	Basement 2 carpark – fire stairs	Water ingress and ponding were observed at the base of the fire stairs.	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 120 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
8.	Apartment G05 – bedroom adjacent to external common walkway	<p>The following observations were made:</p> <ol style="list-style-type: none"> 1. Water had entered the interior of the building (i.e. Unit G05) at the wall / floor interface. 2. No waterproofing upturn along the external walls of the subject room. 	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ol style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 120 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
9.	<p>Apartment G05 – external courtyard landing</p> <p>Rear courtyard to complex – adjacent BBQ area</p> <p>Apartment 402 – Balcony</p> <p>Apartment 305 - Balcony</p>	<p>The following observations were made:</p> <ol style="list-style-type: none"> 1. The horizontal tiled floor surface in the courtyard does not have an adequate slope to the drainage outlet/s causing accumulation of excess water in the area. 2. The drainage pit is significantly higher than the remaining grass area in the courtyard. 	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ol style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 120 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
10.	External rear courtyard – all planter boxes	<p>The following observations were made:</p> <ol style="list-style-type: none"> 1. Water egress and staining at the light fitting in the external planter box wall. 2. Efflorescence in the base of the outer face of the planter box wall, indicating water egress from the planter box. 3. No evidence of waterproofing membrane terminating minimum 100mm above the soil level. The membrane did not have a visible compliant termination detail. 4. No evidence of a protection board at the internal face of the planter box (i.e. between 	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ol style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 120 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
		the wall and the soil).	specification and manufacture's recommendation Stage 2. Rectify the works in accordance with the specialist report and drawings provided at stage 1.	
11.	Apartment 402 balcony	The following observations were made: 1. Efflorescence to the base of the wall. 2. Absence of adequate waterproofing upturns along the perimeter walls.	Within the time period specified in column 5, Stage 1. Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au The written report required to be submitted must: i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation	Stage 1 – 60 days Stage 2 – 120 days

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
12.	Rooftop	It was observed that the rooftop horizontal surface does not have an adequate slope to the drainage outlet/s causing ponding and accumulation of excess water in the area.	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 120 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
13.	Rooftop	<p>The following observations were made:</p> <ol style="list-style-type: none"> 1. Bubbling of the rooftop membrane across most roof areas. 2. Inadequate application of the membrane around the fixings, plinth and plant. 3. Water ingress into the area positioned directly beneath the rooftop 	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ol style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 120 days</p>

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			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
14.	Apartment 305 – balcony parapet wall	Limited visible pressure equalisation slots to the external Hebel walls.	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 120 days</p>

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			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
15.	Apartment 305	<p>The following observations were made:</p> <ol style="list-style-type: none"> 1. Absence of adequate waterproofing upturns along the perimeter walls. 2. Moisture damage at the base of the wall. 	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ol style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 120 days</p>

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			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
16.	External planter boxes adjacent to carpark entrance	<p>The following observations were made:</p> <ol style="list-style-type: none"> 1. Efflorescence and moisture staining from the planter, which indicates moisture egress from the planter box. 2. No waterproofing membrane to the internal face of the planter box wall above the soil level. 3. No protection board to the internal face of the planter box wall. 	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ol style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 120 days</p>

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			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
17.	Main switch room- basement 1	<p>The following observations were made:</p> <ol style="list-style-type: none"> 1. Gaps between concrete block walls and concrete floor bounding the main switchboard room in Basement 1. 2. Unprotected service penetrations and/or relatively deep recess within the concrete floor which compromises fire resistance. 	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ol style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 60 days</p>

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			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
18.	Pump room- basement 2	Gaps between concrete block wall and concrete floor bounding the pump room in Basement 2.	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 60 days</p>

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			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
19.	Basement 1	Redundant unprotected penetrations and recesses in the concrete slab above the basement floor, in multiple locations.	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 60 days</p>

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			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
20.	Basement 1	Inadequate and/or non-compliant protection of services passing through concrete slab above basement floor including sealant being applied on the pipe insulation.	<p>Within the time period specified in column 5, Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 60 days</p>

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			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
21.	All residential floors	No protection and/or inadequate protection of services passing through fire rated concrete slabs and walls.	<p>Within the time period specified in column 5, Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 60 days</p>

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			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
22.	All levels	<p>The following observations were made:</p> <ol style="list-style-type: none"> 1. Partially hollow door frames. 2. Rectification works of door frames have been carried out. 	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ol style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 60 days</p>

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			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
23.	Level 3	Gap between fire door leaf and door frame exceeds 5mm (up to ~12mm).	<p>Within the time period specified in column 5, Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 60 days</p>

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			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
24.	Residential floors	<p>The following observations were made:</p> <ol style="list-style-type: none"> 1. Unprotected gaps at the junction of fire rated walls bounding residential apartments and concrete slabs. 2. damaged lightweight (hebel) fire rated wall between residential apartment and/or ventilation shaft, and service cupboard in public corridor. 	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ol style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 60 days</p>

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			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
25.	Residential floors	Vertical gap at the junction of fire rated Hebel walls.	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 60 days</p>

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			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
26.	Basement carpark	<p>The following observations were made:</p> <ol style="list-style-type: none"> 1. A fire shutter has been installed to divide the two levels of the basement carpark into 2 fire compartments. 2. Nonetheless, large non-protected (walk-through) opening connects between the 2 fire compartments which represents a path of fire spread between the fire compartments. 3. It was also observed that a storage cage was placed within the abovementioned connecting area in basement 2. 	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ol style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 60 days</p>

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		<p>Note- Fire engineering performance solution report No 138309.FER001b, Version B dated 09/05/2019 relating to the fire shutter also requires a fire wall between the 2 basement levels.</p>	<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
27.	All residential floors	Doors to electric and communication service cupboards in public corridors are not provided with fire protective or non-combustible covering and/or smoke seals.	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 60 days</p>

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			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
28.	Basement 2 exit stairway near pump room	The clear height above the stairway landing is less than 2m (~1955mm).	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 60 days</p>

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			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
29.	Fire isolated exit, lower ground floor & level 1	There is no separation between exit stair flight rising from the lower ground floor (towards the final exit door at the ground floor level) and stair flights descending from Level 1 above.	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 60 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
30.	Final exit gate/main entrance	The lever handle of the final exit gate at the main entrance is lower than 900mm above ground (~850mm).	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 60 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
31.	All levels - fire hydrant outlets	Fire hydrant outlets, in multiple locations, are oriented towards the wall at an angle and therefore don't have adequate clearance of not less than 1m directly in front.	<p>Within the time period specified in column 5, Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 60 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
32.	Basement carpark	Heat detectors in the basement carpark are placed more than 3.5m from walls, and there are areas on the ceiling of the carpark located more than 5m from nearest detector.	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 60 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
33.	Basement 1- level 4	<p>Structural drawings S1001 Level 1 Concrete outline plan by Xavier Night Structural Engineers, Revision 8, dated 05.09.2019 indicate the following:</p> <ol style="list-style-type: none"> 1. 20mm stepdown in bathrooms and/or 180mm slab thickness in the wet areas. 2. A fire engineered solution is required to allow reduction of the fire resistance level (FRL) of the slabs in bathrooms from 90 minutes down to 60 minutes (due to reduction of slab thickness down to 180mm). <p>Note: Required fire resistance of concrete slabs is 90 minutes</p>	<p>Within the time period specified in column 5, Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ol style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 60 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
		between residential floors and 120 minutes between the carpark and the residential ground floor. Based on documents available to us, there is no evidence that reduction of FRL was allowed under a fire engineered solution.	specification and manufacture's recommendation Stage 2. Rectify the works in accordance with the specialist report and drawings provided at stage 1.	
34.	Basement 1 Carpark – various areas	Foreign objects embedded within the concrete slab and segregated concrete were observed, which are surface defects in hardened concrete and will lead to the reduced service life of the concrete.	Within the time period specified in column 5, Stage 1. Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au The written report required to be submitted must: i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation	Stage 1 – 60 days Stage 2 – 90 days

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
35.	<p>Basement 2 Carpark – fire stairs</p> <p>Level 4 - fire stairs</p>	<p>Areas of the concrete slab have not been properly vibrated or compacted which has created areas of segregation and honeycombing.</p>	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 90 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
36.	Basement 2 carpark – fire stairs	Damaged/chipped concrete was observed, which reduces concrete cover over reinforcement bars	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 90 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
37.	Apartment 402 – external balcony hob	Cracking in the external balcony hob was observed	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 90 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
38.	Rooftop	Embedded formwork in the concrete was observed	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 90 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
39.	Level 4 fire stair landing soffit	<p>The following observations were made:</p> <ol style="list-style-type: none"> 1. Cracked and damaged concrete. 2. Exposed and rusted reinforcement. <p>The above defects result in corrosion of the reinforcement bars and reduce the structural performance of the slab.</p>	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ol style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 90 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
40.	Apartment 305 - balcony	Corrosion to fixings of louver tracks, where these are embedded into the concrete slab edge and support the external sliding louvre panels.	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 90 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
41.	Basement 1 Carpark – Adjacent carpark entrance gate	<p>The following observations were made:</p> <ol style="list-style-type: none"> 1. Mortar joints to the structural masonry walls did not appear to be fully bedded. 2. The blocks appear to have displaced from their original position. 3. Inconsistent placement of block work wall (i.e. uneven blockwork and bondek above). 4. Unable to determine if the block walls are core filled or provide structural adequacy to the bondek slab above. 5. No structural documentation for this block wall was shown 	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ol style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 90 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
		in the 'For Construction' drawings.	<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
42.	Ramp between B1- B2	<p>The following observations were made:</p> <ol style="list-style-type: none"> 1. Galvanized shelf angles not fixed to concrete beams to support bondek. 2. Details not found on 'for construction' documentation. 	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ol style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 90 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
43.	Apartment 402 - balcony	Substantial lateral deflection in the balustrade when pushed by hand was observed.	<p>Within the time period specified in column 5, Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 90 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
44.	Carpark entrance	<p>The following observations were made:</p> <ol style="list-style-type: none"> 1. Cracks in the wall. 2. Efflorescence and moisture staining from the façade/wall above the carpark entrance 	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ol style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 120 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
45.	External Façade - slab edges, wall under the roof and overflow outlets from balconies above (i.e. concrete elements).	Efflorescence was observed across all facades, particularly at overflow outlets from balconies, balcony slab edges, and under the roof parapet wall, which indicates moisture egress and failure of the waterproofing system for the balconies, slab edges and rooftop.	<p>Within the time period specified in column 5, Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 120 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
46.	External Facades – cladding elements	<p>The following observations were made:</p> <ol style="list-style-type: none"> 1. Cracks were observed in the external cladding in the northern elevation, which may result in water ingress into the interior of the building. 2. Cracking in the wall cladding and reportedly removed section of the cladding to investigate leaks in the wall (i.e. northern elevation). 	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ol style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 120 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p>specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	
47.	External façade / elevations	Limited visible pressure equalisation slots to the external Hebel walls.	<p>Within the time period specified in column 5,</p> <p>Stage 1.</p> <p>Submit a written report and drawings prepared for the raised defect to project intervene team via email to projectintervene@customerservice.nsw.gov.au</p> <p>The written report required to be submitted must:</p> <ul style="list-style-type: none"> i) be prepared by a suitably qualified and registered specialist ii) be prepared with consideration to this Order and the Reasons for this Order; iii) detail the specific building work necessary to meet the codes and relevant standard. iv) be prepared with consideration to relevant design and installation 	<p>Stage 1 – 60 days</p> <p>Stage 2 – 120 days</p>

Serious Defect Reference Number	Location of Serious Defect	General description of Serious Defect	Requirement	Time for compliance with Requirement
			<p style="text-align: center;">specification and manufacture's recommendation</p> <p>Stage 2.</p> <p>Rectify the works in accordance with the specialist report and drawings provided at stage 1.</p>	

Conditions of this Order

9. Making good any consequential damage caused in carrying out the works specified in this Order.
10. For any building work to address a serious defect in this Order you must comply with the requirements of the *Design and Building Practitioners Act 2020* (NSW).

Duration of this Order

11. This Order remains in force until it is revoked by the Secretary.

Reasons for this Order

12. I, David Chandler, have formed a reasonable belief that the Development has a serious defect based on the following.
13. I have formed this belief after reviewing:
 - a. An Inspection Report (dated 10 July 2023) prepared by an authorised officer of the Department, who conducted an inspection of the Development by consent of the owners corporation on 16 March 2023

14. My reasonable belief is also based upon the following matters, set out in Table 2 below in respect of each serious defect identified in column 1 of Table 2 (where that reference corresponds to the reference set out in Table 1 above).

Table 2 – basis of reasonable belief as to serious defects

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
1.	Waterproofing systems	The horizontal floor surface to the car wash bay in basement 1 has inadequate slopping to the drainage outlets. This is causing an accumulation of excess water in the area, where there is no drainage.	<p>The inadequate slopping is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that stormwater (from other than roof areas) needs to be collected and conveyed via stormwater channels and inlets to site stormwater drains. Further, with the exception of OSD systems, ponding of stormwater shall only occur temporarily at sag pits.</p>	<ul style="list-style-type: none"> • Australian Standard AS/NZS3500.3 Plumbing and Drainage–Stormwater Drainage, Section 5 Surface water drainage system – Design, 5.3 Layout – General criteria • Australian Standard AS/NZS3500.3 appears as a standard referenced in the BCA Volume One, Part F Damp and Weatherproofing, Performance Requirements FP1.3
2.	Waterproofing systems	The horizontal floor surface to the bin room in basement 1 has inadequate slopping to the drainage outlets. This is causing an accumulation of excess water in the area, where there is no drainage.	<p>The inadequate slopping is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that stormwater (from other than roof areas) needs to be collected and conveyed via stormwater channels and inlets to site stormwater drains.</p>	<ul style="list-style-type: none"> • Australian Standard AS/NZS3500.3 Plumbing and Drainage–Stormwater Drainage, Section 5 Surface water drainage system – Design, 5.3 Layout – General criteria • Australian Standard AS/NZS3500.3 appears as a standard referenced in the BCA Volume One, Part F Damp and

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
			Further, with the exception of OSD systems, ponding of stormwater shall only occur temporarily at sag pits.	Weatherproofing, Performance Requirements FP1.3
3.	Waterproofing systems	There is insufficient drainage to dispose of water ingress along the perimeter walls to basement levels.	<p>The insufficient drainage is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that a roof and external wall must prevent the penetration of water. Further, a drainage system for the disposal of surface water must avoid surface water damaging the building.</p>	<ul style="list-style-type: none"> • BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Performance Requirement FP1.4 • BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Performance Requirements: FP1.3 Rainwater drainage systems
4.	Waterproofing systems	There is insufficient drainage provisions to the main switch room, causing water ponding.	<p>The insufficient drainage is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that a roof and external wall must prevent the penetration of water. Further, a drainage system for the disposal of surface water must avoid surface water damaging the building.</p>	<ul style="list-style-type: none"> • BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Performance Requirement FP1.4 • BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Performance Requirements: FP1.3 Rainwater drainage systems

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
5.	Waterproofing systems	The horizontal floor surface does not have adequate slop to the drainage outlets. This is causing an accumulation of excess water in the area.	<p>The inadequate sloping is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that stormwater (from other than roof areas) needs to be collected and conveyed via stormwater channels and inlets to site stormwater drains. Further, with the exception of OSD systems, ponding of stormwater shall only occur temporarily at sag pits.</p>	<ul style="list-style-type: none"> • Australian Standard AS/NZS3500.3 Plumbing and Drainage–Stormwater Drainage, Section 5 Surface water drainage system – Design, 5.3 Layout – General criteria • Australian Standard AS/NZS3500.3 appears as a standard referenced in the BCA Volume One, Part F Damp and Weatherproofing, Performance Requirements FP1.3
6.	Waterproofing systems	Water is not being discharged and is ponding or accumulating in the channel along the wet well.	<p>The ponding of water is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that subsoil drains for stormwater drainage must be laid so that any pipe or geo-composite drain can be flushed out. Further, a drainage system for the disposal of surface water must convey surface water to an appropriate outfall to prevent moisture.</p>	<ul style="list-style-type: none"> • Australian Standard AS/NZS3500.3:2015, Plumbing and drainage – Stormwater drainage, Section 6 Surface and subsoil drainage systems - installation, 6.4 Subsoil drains, Clause 6.4.1 General • Australian Standard AS/NZS3500.3 appears as a standard referenced in the BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Deemed-to-Satisfy provision F1.1 Stormwater drainage

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
7.	Waterproofing systems	There is water ingress and ponding at the base of the fire stairs.	<p>The water ingress and ponding is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that a roof and external wall must prevent the penetration of water. Further, a drainage system for the disposal of surface water must avoid surface water damaging the building.</p>	<ul style="list-style-type: none"> • BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Performance Requirement FP1.4 • BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Performance Requirements: FP1.3 Rainwater drainage systems
8.	Waterproofing systems	There is no waterproofing upturn along the external walls in the common walkway adjacent to apartment G05, allowing water to enter the interior of the building.	<p>The insufficient waterproofing is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that where membrane termination is to prevent water entry, the finished height of the membrane above the finished surface level must be sufficient to prevent water flowing over the top. Further, a roof and external wall must prevent the penetration of water that could cause undue dampness.</p>	<ul style="list-style-type: none"> • Australian Standard AS4654.2 Waterproofing Membranes for External Above Ground Use, Section 2 Design and Installation, 2.8 Termination of membranes, 2.8.1.1 Height • Australian Standard AS4654.2 appears as a standard referenced in the BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Performance Requirement FP1.4

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
9.	Waterproofing systems	The courtyard surface does not have an adequate slope to the drainage outlet/s, and floor drainage surface finish on a higher level than adjacent areas.	<p>The inadequate slopping is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that stormwater (from other than roof areas) needs to be collected and conveyed via stormwater channels and inlets to site stormwater drains and that falls in finishes shall ensure water drains to the drainage outlet. Further, with the exception of OSD systems, ponding of stormwater shall only occur temporarily at sag pits.</p>	<ul style="list-style-type: none"> • Australian Standard AS/NZS 3500.3 –2015 Plumbing and Drainage–Stormwater Drainage, Section 5 Surface water drainage system – Design, 5.3 Layout – General criteria • Australian Standard 4654.2 - Waterproofing Membranes for External Above Ground Use, Section 2 Design and installation, 2.5 Substrate, 2.5.2 Falls • Australian Standard AS4654.2 appears as a standard referenced in the BCA Volume One, Part F Damp and Weatherproofing, Performance Requirements FP1.3
10.	Waterproofing systems	There is inadequate waterproofing membrane termination and protection board in the planter boxes, causing efflorescence and water egress.	<p>The inadequate waterproofing is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, for the membrane to be sealed to the drainage outlet and extend vertically to a height of 100 mm above the soil or fill level. Further, sheet membranes need to be secured along the top edge or bottom edge of</p>	<ul style="list-style-type: none"> • Australian Standard AS4654.2: Waterproofing membranes for external above ground use: Section 2 – Design and Installation, 2.13 Planter Boxes • Australian Standard 4654.2 Waterproofing membranes for external above-ground use – Design and installation, Section 2 Design and installation, 2.8 termination of membranes, 2.8.1 Upward terminations • Australian Standard AS4654.2 appears as a standard

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
			the planter boxes to prevent the penetration of water.	referenced in the BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Performance Requirement FP1.4
11.	Waterproofing systems	Inadequate waterproofing upturns along the perimeter wall, causing efflorescence to the base of the wall.	<p>The inadequate waterproofing upturns is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, for the finished height of the membrane above the finished surface level to be sufficient to prevent water, including wind driven, flowing over the top of the membrane to prevent the penetration of water.</p>	<ul style="list-style-type: none"> • Australian Standard AS4654.2 Waterproofing Membranes for External Above Ground Use, Section 2 Design and Installation, 2.8 Termination of membranes, 2.8.1.1 Height • Australian Standard AS4654.2 appears as a standard referenced in the BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Performance Requirement FP1.4
12.	Waterproofing systems	The rooftop has inadequate sloping to the drainage outlets, causing an accumulation and ponding of water.	<p>The inadequate slopping is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that falls in finishes must ensure water drains to the outlet to avoid water being retained on the finished surface. Further, a roof and external wall must prevent the penetration of water.</p>	<ul style="list-style-type: none"> • Australian Standard 4654.2-2012, Waterproofing Membranes for External Above Ground Use - Design and Installation, Section 2 - Design and installation • Australian Standard AS4654.2 appears as a standard referenced in the BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Deemed-to-Satisfy provision F1.4 • Deemed-to-Satisfy provision F1.4 is a pathway that can

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
				satisfy the BCA Volume 1, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Performance Requirement FP1.4
13.	Waterproofing systems	Inadequate application of the rooftop membrane, causing bubbling of the membrane and water ingress.	<p>The inadequate application of membrane is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that membranes must result in the substrate surface being smooth, without protrusions and free from contamination and that a roof and external wall must prevent the penetration of water.</p>	<ul style="list-style-type: none"> • Australian Standard AS4654.2 Waterproofing Membranes for External Above Ground Use, Section 2 Design and Installation, 2.5 Substrate, 2.5.3.1 Fully bonded or liquid-applied • Australian Standard AS4654.2 appears as a standard referenced in the BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Deemed-to-Satisfy provision F1.4 • Deemed-to-Satisfy provision F1.4 is a pathway that can satisfy the BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Performance Requirement FP1.4
14.	Waterproofing systems	Limited visible pressure equalisation slots to the external Hebel walls.	The limited visible pressure equalisation slots are attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.	<ul style="list-style-type: none"> • BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Performance Requirement FP1.4

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
			These require, amongst other things, that a roof and external wall must prevent the penetration of water.	
15.	Waterproofing systems	Inadequate waterproofing upturns along the perimeter walls, resulting in moisture damage at the base of the wall.	<p>The inadequate waterproofing upturns is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, for the finished height of the membrane above the finished surface level to be sufficient to prevent water, including wind driven, flowing over the top of the membrane to prevent the penetration of water. Further, these require that waterproofing membranes result in a smooth, clean and dry surface.</p>	<ul style="list-style-type: none"> • Australian Standard AS4654.2 Waterproofing Membranes for External Above Ground Use, Section 2 Design and Installation, 2.8 Termination of membranes, 2.8.1.1 Height and 2.5 Substrate, 2.5.3.1 Fully bonded or liquid-applied • Australian Standard AS/NZS4654.2 appear as standards referenced in the BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Performance Requirement FP1.4
16.	Waterproofing systems	There is insufficient waterproofing membrane and protection board in the planter boxes, causing water egress.	<p>The insufficient waterproofing is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, for the membrane to be sealed to the drainage outlet and extend vertically to a height of 100 mm above the soil or fill level. Further, sheet membranes need to be secured</p>	<ul style="list-style-type: none"> • Australian Standard AS4654.2: Waterproofing membranes for external above ground use: Section 2 – Design and Installation, 2.13 Planter Boxes • Australian Standard 4654.2 Waterproofing membranes for external above-ground use – Design and installation, Section 2 Design and installation, 2.8 termination of membranes, 2.8.1 Upward terminations

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
			along the top edge or bottom edge of the planter boxes to prevent the penetration of water.	<ul style="list-style-type: none"> • Australian Standard AS4654.2 appears as a standard referenced in the BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Performance Requirement FP1.4
17.	Fire safety systems	There are unsealed construction joint junctions and unprotected service penetrations within the main switch room.	<p>The unprotected construction joint junctions and service penetrations are attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, construction joints and spaces to be fire-resisting with respect to integrity and insulation. Further, where a service penetrates a building element that is required to have an FRL, that installation has been tested and achieved the required FRL. Finally, a main switchboard must be separate from any other part of the building by construction having an FRL of not less than 120/120/120.</p>	<ul style="list-style-type: none"> • NCC BCA Volume One, Part C2: Compartmentation and separation, C2.13 • NCC BCA Volume One, Part C3: Protection of Openings, C3.12 and Specification C3.12 • NCC BCA Volume One, Part C3: Protection of Openings, C3.15 and Specification C3.15 • NCC BCA Volume One, Part C3: Protection of Openings, C3.16
18.	Fire safety systems	There are unsealed junctions between the fire rated walls and the concrete floor bounding the pump room in the basement.	The unsealed construction joint junctions between the fire rated walls and concrete floor are attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.	<ul style="list-style-type: none"> • Australian Standard AS 2419.1: Fire Hydrant Installations, Part 1- System design, installation and commissioning • Australian Standard AS 2419.1 appears as a standard

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
			<p>These require, amongst other things, for pumphooms located within a building to be enclosed with walls with an FRL not less than that prescribed by the BCA for a firewall for that particular building classification. Further, construction joints, spaces and between building elements are required to be fire-resistant and achieve the require FRL.</p>	<p>referenced in the NCC BCA Volume One, E1.3</p> <ul style="list-style-type: none"> NCC BCA Volume One, Part C3: Protection of Openings, C3.16
19.	Fire safety systems	Unprotected penetrations and recesses in the concrete slab soffit within the basement levels.	<p>The unprotected penetrations and recesses are attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that every building element provided to resist the spread of fire must be protected so that an adequate level of performance is maintained.</p>	<ul style="list-style-type: none"> NCC BCA Volume One, Part C3: Protection of Openings, C3.12 and Specification C3.12 NCC BCA Volume One, Part C3: Protection of Openings, C3.15 and Specification C3.15 NCC BCA Volume One, Section C Fire Resistance, Performance Requirements, CP8 Fire protection of openings and penetrations
20.	Fire safety systems	Inadequate fire protection of services passing through concrete slab soffit above basement floor.	<p>The inadequate protection of services is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that where a service penetrates a building element it must have the</p>	<ul style="list-style-type: none"> NCC BCA Volume One, Part C3: Protection of Openings, C3.12 and Specification C3.12 NCC BCA Volume One, Part C3: Protection of Openings, C3.15 and Specification C3.15 NCC BCA Volume One, Section C Fire Resistance, Performance Requirements, CP8 Fire

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
			required FRL and be installed in accordance with the regulations.	protection of openings and penetrations
21.	Fire safety systems	No protection and/or inadequate protection of services passing through fire rated concrete slabs and walls	<p>The inadequate protection of services is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that where a service penetrates a building element it must have the required FRL and be installed in accordance with the regulations.</p>	<ul style="list-style-type: none"> • NCC BCA Volume One, Part C3: Protection of Openings, C3.12 and Specification C3.12 • NCC BCA Volume One, Part C3: Protection of Openings, C3.15 and Specification C3.15 • NCC BCA Volume One, Section C Fire Resistance, Performance Requirements, CP8 Fire protection of openings and penetrations
22.	Fire safety systems	Door frames are partially hollow due to frame being inadequately filled.	<p>The partially hollow door frames are attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, metal doorframes in non-masonry walls which are sufficiently backfilled.</p>	<ul style="list-style-type: none"> • Australian Standard AS 1905.1 Components for the protection of openings in fire resistant walls, Part 1: Fire-resistant doorsets, Section 5: Installation • Australian Standard AS 1905.1 appears as a standard referenced in the NCC BCA Volume One, Specification C3.4 Fire doors, smoke doors, fire windows and shutters
23.	Fire safety systems	Excessive gap between the fire door leaf and door frame (up to 12mm).	The excessive gap is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.	<ul style="list-style-type: none"> • Australian Standard AS 1905.1 Components for the protection of openings in fire resistant walls, Part 1: Fire-resistant doorsets, Section 5: Installation • Australian Standard AS 1905.1 appears as a standard

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
			These require, amongst other things, that the clearances around door leaves must not exceed 5mm,	referenced in the NCC BCA Volume One, Specification C3.4 Fire doors, smoke doors, fire windows and shutters
24.	Fire safety systems	Unprotected junctions between the slab soffit and bounding wall construction to residential apartments.	<p>The unprotected junctions are attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that any wall required to have an FRL must extend to the underside of the floor next above, the underside of the roof or provide other specified alternative fire protection. Further, construction joints and spaces are to be fire-resistant with respect to integrity and insulation.</p>	<ul style="list-style-type: none"> • NCC BCA Volume One, Part C1: Fire resistance and stability, Specification C1.1- Fire resisting construction • NCC BCA Volume One, Part C3: Protection of Openings, C3.16
25.	Fire safety systems	Unprotected construction joints to the bounding Hebel wall junctions.	<p>The unprotected construction joints are attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that construction joints and spaces are to be fire-resistant with respect to integrity and insulation.</p>	<ul style="list-style-type: none"> • NCC BCA Volume One, Part C1: Fire resistance and stability, Specification C1.1- Fire resisting construction • NCC BCA Volume One, Part C3: Protection of Openings, C3.16
26.	Fire safety systems	Large, non-protected, openings connecting the two	These unprotected openings are attributable to the failure to comply with the Building Code and	<ul style="list-style-type: none"> • NCC BCA Volume One, Part C2: Compartmentation and separation, C2.7

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
		fire compartments in the carpark.	<p>Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that any openings in a fire wall must not reduce the FRL required and that a sprinkler system must be installed in a building or part of a building where required.</p>	<ul style="list-style-type: none"> NCC BCA Volume One, Part E1: Firefighting equipment, E1.5 Sprinklers
27.	Fire safety systems	Absence of fire protection or non-combustible covering and lack of smoke seals to the electrical and communication cupboard doors.	<p>The lack of fire protection and smoke seals is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that service cupboards are enclosed by non-combustible construction or a fire-protective covering with doorways or openings suitably sealed against smoke spreading from the enclosure.</p>	<ul style="list-style-type: none"> NCC BCA Volume One, Part D2: Construction of exits, D2.7
28.	Fire safety systems	Insufficient clear height above the stairway landing in the fire isolated stairs.	<p>The insufficient clear height is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that in a required exit or path of travel to an exit the unobstructed</p>	<ul style="list-style-type: none"> NCC BCA Volume One, Part D1: Provision for escape, D1.6

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
			height throughout must be not less than 2 m.	
29.	Fire safety systems	Lack of separation between exit stair flight rising from the lower grounds floor and stair flights from the floor above.	<p>The lack of separation is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that if a stairway is serving as an exit it is required to be fire-isolated with no direction connection from the flight of stairs above.</p>	<ul style="list-style-type: none"> NCC BCA Volume One, Part D2: Construction of exits, D2.4
30.	Fire safety systems	The lever handle of the final exit gate at the main entrance is lower than 900mm above ground (~850mm).	<p>The insufficient height of the exit gate is attributable to the failure to comply with the Building Code and Australian Standards referenced in column 5.</p> <p>These require, amongst other things, that a door in a required exit must be readily openable without a key, between 900mm and 1.1 m from the floor.</p>	<ul style="list-style-type: none"> NCC BCA Volume One, Part D2: Construction of exits, D2.21
31.	Fire safety systems	Lack of minimum clearance directly in front of hydrant outlet as they are oriented towards the wall.	<p>The lack of minimum clearance for fire hydrants demonstrates a failure to comply with the Australian Standard and Building Code provision referenced in column 5.</p> <p>These require, amongst other things, that the valve outlet of a fire hydrant to be facing away from the wall</p>	<ul style="list-style-type: none"> AS 2419.1: Fire Hydrant Installations, Part 1- System Design, Installation and Commissioning AS 2419.1 appears as a standard referenced in the NCC BCA Volume One, E1.3

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
			immediately behind it, with a clearance of 1000mm directly in front of it for the connection and laying of house.	
32.	Fire safety systems	Excessive gaps between heat detectors in the basement carpark, including the ceiling	<p>The excessive gaps between heat detectors demonstrates a failure to comply with the Australian Standard and Building Code provision referenced in column 5.</p> <p>These require, amongst other things, that detectors shall be arranged so that the distance between detectors and the ceiling does not exceed 5m, and the distance from the nearest row of detectors to any wall does not exceed 3.5m.</p>	<ul style="list-style-type: none"> Australian Standard AS 1670.1, Fire detection, warning, control and intercom systems- System design, installation and commissioning, Part 1: Fire, Section 4: Heat Detectors
33.	Fire safety systems	Insufficient horizontal fire resistance level separation due to reduced slab thickness in wet areas.	<p>The insufficient fire resistance level demonstrates a failure to comply with the Australian Standard and Building Code provision referenced in column 5.</p> <p>These require, amongst other things, the minimum requirements for the fire resistance of building elements.</p>	<ul style="list-style-type: none"> NCC BCA Volume One, Part C1: Fire resistance and stability, Specification C1.1
34.	Structural systems	Foreign objects embedded within the concrete slab and segregated concrete	The foreign objects and segregated concrete demonstrate a failure to comply with the Australian Standard and Building Code provision referenced in column 5.	<ul style="list-style-type: none"> Australian Standard AS3600 Concrete Structures: Section 4 – Design for durability, 4.10 Requirements for cover to reinforcing steel and tendons,

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
			<p>These require, amongst other things, embedded items to be protected from corrosion or deterioration. Further, that hardened concrete is subject to rejection if it is segregated. Finally, concrete must be handled to limit segregation.</p>	<p>4.10.3 Cover for corrosion protection, 4.10.3.7 Embedded items cover</p> <ul style="list-style-type: none"> • Section 17 - Materials and construction requirements, 17.1.7- Rejection of concrete, 17.1.7.2 Hardened concrete • Section 17 - Materials and construction requirements, 17.1.3 Handling, placing and compacting of concrete
35.	Structural systems	Segregation and honeycombing in the concrete slabs	<p>The segregation and honeycombing of concrete demonstrate a failure to comply with the Australian Standard and Building Code provision referenced in column 5.</p> <p>These require, amongst other things, embedded items to be protected from corrosion or deterioration. Further, that hardened concrete is subject to rejection if it is segregated or honeycombed. Finally, concrete must be handled to limit segregation.</p>	<ul style="list-style-type: none"> • Australian Standard AS3600 Concrete Structures: Section 4 – Design for durability, 4.10 Requirements for cover to reinforcing steel and tendons, 4.10.3 Cover for corrosion protection, 4.10.3.7 Embedded items cover • Section 17 - Materials and construction requirements, 17.1.7- Rejection of concrete, 17.1.7.2 Hardened concrete • Section 17 - Materials and construction requirements, 17.1.3 Handling, placing and compacting of concrete
36.	Structural systems	Concrete is damage and chipped, reducing concrete cover over reinforcement bars	The damaged concrete demonstrates a failure to comply with the Australian Standard and	<ul style="list-style-type: none"> • Australian Standard AS3600 Concrete Structures: Section 4 – Design for durability, 4.10 Requirements for cover to

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
			<p>Building Code provision referenced in column 5.</p> <p>These require, amongst other things, embedded items to be protected from corrosion or deterioration. Further, that hardened concrete is subject to rejection if it contains surface defects. Finally, concrete must be handled to limit segregation or premature stiffening.</p>	<p>reinforcing steel and tendons, 4.10.3 Cover for corrosion protection, 4.10.3.7 Embedded items cover</p> <ul style="list-style-type: none"> • Section 17 - Materials and construction requirements, 17.1.7- Rejection of concrete, 17.1.7.2 Hardened concrete • Section 17 - Materials and construction requirements, 17.1.3 Handling, placing and compacting of concrete
37.	Structural systems	Cracking in the external balcony hob	<p>The cracking in the hob demonstrates a failure to comply with the Australian Standard and Building Code provision referenced in column 5.</p> <p>These require, amongst other things, that general cracking must be controlled to ensure structural performance, durability and appearance of the structure is not compromised.</p>	<ul style="list-style-type: none"> • Australian Standard 3600-2009 Concrete structures, Section 2 Design procedures, actions and loads, 2.3, Design for serviceability, 2.3.3, Cracking • Australian Standard AS3600 appears as a standard referenced in the BCA Volume One, Section B Structure, Deemed-to-Satisfy provision B1.4 - Determination of structural resistance of materials and forms of construction
38.	Structural systems	Foreign object embedded in the concrete	The foreign object embedded demonstrates a failure to comply with the Australian Standard and Building Code provision referenced in column 5.	<ul style="list-style-type: none"> • Australian Standard AS3600 Concrete Structures: Section 4 – Design for durability, 4.10 Requirements for cover to reinforcing steel and tendons, 4.10.3 Cover for corrosion

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
			<p>These require, amongst other things, that embedded items to be protected from corrosion or deterioration. Further, that hardened concrete is subject to rejection if it contains surface defects. Finally, concrete must be handled to limit segregation and limit premature stiffening.</p>	<p>protection, 4.10.3.7 Embedded items cover</p> <ul style="list-style-type: none"> Section 17 - Materials and construction requirements, 17.1.7- Rejection of concrete, 17.1.7.2 Hardened concrete Section 17 - Materials and construction requirements, 17.1.3 Handling, placing and compacting of concrete
39.	Structural systems	Cracked and damage concrete and exposed and rusted reinforcement	<p>The damaged concrete demonstrates a failure to comply with the Australian Standard and Building Code provision referenced in column 5.</p> <p>These require, amongst other things, that hardened concrete is subject to rejection if it contains surface defects. Finally, concrete must be handled to limit segregation and limit premature stiffening.</p>	<ul style="list-style-type: none"> Australian Standard AS3600 Concrete Structures: Section 4 – Design for durability, 4.10 Requirements for cover to reinforcing steel and tendons, 4.10.3 Cover for corrosion protection, 4.10.3.7 Embedded items cover Section 17 - Materials and construction requirements, 17.1.7- Rejection of concrete, 17.1.7.2 Hardened concrete Section 17 - Materials and construction requirements, 17.1.3 Handling, placing and compacting of concrete
40.	Structural systems	Corrosion to fixings where the louver tracks are embedded into the concrete slab edge	The corrosion demonstrates a failure to comply with the Australian Standard and Building Code provision referenced in column 5.	<ul style="list-style-type: none"> BCA Volume One, Section B Structure, Part B1 Structural Provisions, Performance Requirements BP1.1

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
			<p>These require, amongst other things, that a building or structure must perform adequately under all expected design actions, withstand extreme or frequently repeated design actions and be designed to sustain local damage.</p>	
41.	Structural systems - potential serious defect	Inadequate installation of the blockwork in the structural masonry walls	<p>The inadequate installation of the block demonstrates a failure to comply with the Australian Standard and Building Code provision referenced in column 5.</p> <p>These require, amongst other things, that a building or structure must perform adequately under all expected design actions, withstand extreme or frequently repeated design actions and be designed to sustain local damage. Further, the mortar joints in masonry structures must be installed in accordance with the type of unit and joint and set out in the standard.</p>	<ul style="list-style-type: none"> • BCA Volume One, Section B Structure, Part B1 Structural Provisions, Performance Requirements BP1.1 • Australian Standard AS3700 Masonry structures, Section 12 Construction, 12.4.2 Mortar joints
42.	Structural systems	Galvanized shelf angles are not fixed to concrete beams	<p>The lack of fixing demonstrates a failure to comply with the Australian Standard and Building Code provision referenced in column 5.</p> <p>These require, amongst other things, that a building or structure must</p>	<ul style="list-style-type: none"> • BCA Volume One, Section B Structure, Part B1 Structural Provisions, Performance Requirements BP1.1

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
			perform adequately under all expected design actions, withstand extreme or frequently repeated design actions and be designed to sustain local damage.	
43.	Structural systems	Substantial deflection of the balustrades when pushed	<p>The deflection of balustrades demonstrates a failure to comply with the Australian Standard and Building Code provision referenced in column 5.</p> <p>These require, amongst other things, that balustrades which provide structural support must be designed to sustain the imposed actions. Further, the resistance of a building or structure must be greater than the most critical action</p>	<ul style="list-style-type: none"> • Australian Standard 1170.1 Structural design actions. AS1170, Section 3 Imposed actions, 3.6, Barriers • Australian Standard AS1170 appears as a standard referenced in the BCA Volume One, Part B Structural Provisions, Deemed-to-Satisfy provision B1.1 – Resistance to actions
44.	Building enclosure	Cracking in the façade walls, and efflorescence and moisture staining from the façade/wall above the carpark entrance	<p>The cracking and moisture demonstrate a failure to comply with the Australian Standard and Building Code provision referenced in column 5.</p> <p>These require, amongst other things, that general Cracking in concrete structures must be controlled so that structural performance, durability and appearance of the structure are not compromised. Further, membranes must result in the</p>	<ul style="list-style-type: none"> • Australian Standard 3600-2009 Concrete structures, Section 2 Design procedures, actions and loads, 2.3, Design for serviceability, 2.3.3, Cracking • Australian Standard AS3600 appears as a standard referenced in the BCA Volume One, Section B Structure, Deemed-to-Satisfy provision B1.4 - Determination of structural resistance of materials and forms of construction

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
			substrate surface being smooth, without protrusions and free from contamination. A roof and external wall must prevent the penetration of water.	<ul style="list-style-type: none"> • Australian Standard AS4654.2 Waterproofing Membranes for External Above Ground Use, Section 2 Design and Installation, 2.5 Substrate, 2.5.3.1 Fully bonded or liquid-applied • Australian Standard AS4654.2 appears as a standard referenced in the BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Deemed-to-Satisfy provision F1.4
45.	Building envelope	Failure of the waterproofing system for the balconies, slab edges and rooftop which has caused water egress.	<p>The failure of the waterproofing system demonstrates a failure to comply with the Australian Standard and Building Code provision referenced in column 5.</p> <p>These require, amongst other things, that where membrane termination is to prevent water entry, the finished height of the membrane above the finished surface level must be sufficient to prevent water flowing.</p>	<ul style="list-style-type: none"> • Australian Standard AS4654.2 Waterproofing Membranes for External Above Ground Use, Section 2 Design and Installation, 2.8 Termination of membranes, 2.8.1.1 Height
46.	Building envelope	Cracking in the external cladding, which may result in water ingress into the interior of the building	The cracking of the cladding demonstrates a failure to comply with the Australian Standard and Building Code provision referenced in column 5.	<ul style="list-style-type: none"> • BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Performance Requirement FP1.4 Weatherproofing

Serious Defect Reference	Building element	Defect	Reason why defect is a serious defect	Applicable approved plan, Code or Australian Standard
			These require, amongst other things, that a roof and external wall must prevent the penetration of water.	
47.	Building envelope	Limited visible pressure equalisation slots to the external Hebel walls,	<p>The limited visible pressure slots demonstrate a failure to comply with the Australian Standard and Building Code provision referenced in column 5.</p> <p>These require, amongst other things, that a roof and external wall must prevent the penetration of water.</p>	<ul style="list-style-type: none"> • BCA Volume One, Section F Health and Amenity, Part F1 Damp and Weatherproofing, Performance Requirement FP1.4

15. I am of the view the time periods set out in column 5 of table 1 for Defects 1 - 47 (inclusive) are reasonable periods for compliance in all the circumstances for the specified actions required by the Order to be carried out. I have formed this belief balancing the risks that the serious defects pose against the period of time it will take to carry out the specified actions.
16. Considering the potential consequences as outlined in my reasons and the order, I give greater weight to the seriousness of the defect and failure to adhere to the Building Code of Australia, Australian Standards & the approved plans and the benefits arising from remediating the defects and I find that it is appropriate, in the exercise of my discretion, to make the building work rectification order to carry out the building work described above within the specified period.
17. I have considered all of the circumstances. I accept that the Order requires considerable further building work that is likely to be costly, and I give this consideration moderate weight. However, the cost to the developer must be balanced against the benefit to the occupiers in having the development constructed to the Building Code of Australia and Australian Standards.

Other matters considered relevant

18. I am aware that obtaining reports from third parties will pose time constraints and costs on the developer and the impact on the period of time it will take to give effect to the rectification work. However, I balance this risk against the serious defects outlined in this Order and the serious consequences these serious defects pose.
19. I am aware that there are residents occupying this location as the Building is completed which will delay rectification work.

Consideration of written representations

20. The decision maker will consider any written representations pursuant to section 47 of the Act.

Why is it appropriate to give the Building Work Rectification Order?

21. I have considered all of the circumstances. I accept that the order requires considerable further work that is likely to be costly, and I give this consideration moderate weight. However, the cost to the developer must be balanced against the benefit to the occupiers in having the development constructed to the Building Code of Australia and Australian Standards with respect to building elements.
22. Considering these potential consequences as outlined in this order, I give greater weight to the seriousness of the defects and failure to adhere to the Australian Standards and Building Code of Australia, and the benefits arising from remediating them and I find that it is appropriate, in the exercise of my discretion, to require Mitchell Avenue Development Pty Ltd (ACN 615 564 586) to carry out the building work described, within the period specified in the above Order.
23. I have considered and accept that the Order requires considerable further construction work that is likely to be costly, and I give this consideration moderate weight. However, the cost to the developer must be balanced against the benefit to the occupiers at the development in having the building constructed to the Building Code of Australia and Australian Standards. Considering the potential consequences as outlined in my reasons and the order, I give greater weight to the seriousness of the defect and failure to adhere to the Building Code of Australia, Australian Standards and the benefits arising from remediating the defects and I find that it is appropriate, in the exercise of my discretion, to make the building work rectification order to carry out the building work described above within the specified period

Annexure A

serious defect, in relation to a building, means—

- (a) a defect in a building element that is attributable to a failure to comply with the performance requirements of the Building Code of Australia, the relevant Australian Standards or the relevant approved plans, or
- (b) a defect in a building product or building element that—
 - (i) is attributable to defective design, defective or faulty workmanship or defective materials, and
 - (ii) causes or is likely to cause—
 - (A) the inability to inhabit or use the building (or part of the building) for its intended purpose, or
 - (B) the destruction of the building or any part of the building, or
 - (C) a threat of collapse of the building or any part of the building, or
- (c) a defect of a kind that is prescribed by the regulations as a serious defect, or
- (d) the use of a building product (within the meaning of the Building Products (Safety) Act 2017) in contravention of that Act.

building element, as defined in the *Design and Building Practitioners Act 2020* (NSW), means any of the following—

- (a) the fire safety systems for a building within the meaning of the Building Code of Australia,
 - (b) waterproofing,
 - (c) an internal or external load-bearing component of a building that is essential to the stability of the building, or a part of it (including but not limited to in-ground and other foundations and footings, floors, walls, roofs, columns and beams),
 - (d) a component of a building that is part of the building enclosure,
 - (e) those aspects of the mechanical, plumbing and electrical services for a building that are required to achieve compliance with the Building Code of Australia,
 - (f) other things prescribed by the regulations for the purposes of this section.
- (2) The regulations may exclude things from being building elements for the purposes of this Act.
- (3) In this section—

above grade wall means a wall above the level of the ground surrounding a building.

below grade wall means a wall below the level of the ground surrounding a building.

building enclosure means the part of the building that physically separates the interior environment of the building from the exterior environment, including roof systems, above grade and below grade walls (including windows and doors).

a **developer**, in relation to building work, means any of the following persons, but does not include any person excluded from this definition by the regulations—

- (a) the person who contracted or arranged for, or facilitated or otherwise caused, (whether directly or indirectly) the building work to be carried out,
- (b) if the building work is the erection or construction of a building or part of a building—the owner of the land on which the building work is carried out at the time the building work is carried out,
- (c) the principal contractor for the building work within the meaning of the Environmental Planning and Assessment Act 1979,
- (d) in relation to building work for a strata scheme—the developer of the strata scheme within the meaning of the Strata Schemes Management Act 2015,
- (e) any other person prescribed by the regulations for the purposes of this definition.

Section 6 - Act applies only to residential apartment building work

- (1) The exercise of any function under this Act applies only to building work in respect of a residential apartment building that—
 - (a) is or was authorised to commence in accordance with a construction certificate or complying development certificate issued under the Environmental Planning and Assessment Act 1979, or is required to be authorised by a construction certificate or complying development certificate, and
 - (b) has not been completed or has been completed within the period of 10 years before the exercise of that function.
- (2) The regulations may provide that a specified provision, or specified provisions, of this Act extend to other classes of buildings (within the meaning of the Building Code of Australia).

The Owners – Strata Plan No. 102187 v Mitchell Avenue Development Pty Ltd and others
including Forte Sydney Construction Pty Ltd

Third to Fifth Respondents’ Submissions on Transfer Application

1. On 17 July 2023, Stevenson J of the Supreme Court of NSW made orders in proceedings number 2021/00161286 (**Supreme Court Proceedings**), being a proceedings by the First Respondent, Mitchell Avenue Development Pty Ltd (**Developer**) against the Forte Sydney Construction Pty Ltd, the Fourth Respondent (**Builder**) involving, in many circumstances, allegations of the same defects as those alleged in these NCAT proceedings,¹ for the parties to provide written submissions to address the question of whether or not the Supreme Court Proceedings should be stayed on the grounds of abuse of process by the First Respondent given the existence of these concurrent NCAT proceedings with file number HB 22/39722 (**NCAT Proceedings**). On 29 August 2023, given the proposed transfer application contained in the Developer’s submissions, Stevenson J ordered the Developer to make its proposed transfer application in NCAT by 11 September 2023, and ordered the matter be brought back before the Supreme Court on 13 October 2023. The instant application is that transfer application.
2. For the same reasons that Stevenson J ordered this application be made, being the overlap between the two proceedings and the incongruity that produces, the Third to Fifth Respondents (**Forte Parties**) support the Developer’s transfer application.

25 September 2023



Garth Campbell
Greenway Chambers

¹ See Annexure A for a comparison of the defects claimed by the Owners in the NCAT Proceedings to those claimed by the Developer in the Supreme Court Proceedings (originally filed in the District Court of NSW) showing that overlap.

Annexure A

Item	Applicant's Scott Schedule NCAT HB 22/39722		Plaintiff's Scott Schedule NSWDC 2021/00161286	
	Item no. in report	Defect Description (Brief)	Item no. in report	Alleged Defects and Incomplete Works (Brief)
1	G01.1	Based on my inspection and calculations, I conclude that the balustrade system is structurally inadequate. The system did not offer any resistance to a lateral force of over 60mm, which is a significant deflection. Additionally, the joints between the sections were poorly connected, which further compromised the structural integrity of the system.		
2	G01.2	Upon inspection of Unit G01's balcony off the living room, I observed ponding of water. It was evident that there are insufficient falls for drainage of water.		
3	G01.3	Upon inspection of Unit G01's balcony off the living room I sighted no overflow mechanism to the exposed balcony which presents a potential risk of flooding to the internal areas. It is my opinion that an overflow device is critical to eliminate internal water penetration into the building in the event that the primary floor waste becomes blocked and surface water is unable to escape breaching the balcony sliding door frame or any other opening.		
4	G02.1	Upon inspection of Unit G02's balcony off the living room I observed that the balustrade was structurally inadequate. Upon close inspection, it was evident that joints had been poorly connected and were uneven and mimics the same as the issue sighted in Unit G01 (Item G01.1).		
5	G03.1	I observed evidence of water penetration in the form of water damage to the skirting board and water staining to the smooth edge of the carpet adjacent to the balcony sliding door. Upon close inspection, I observed that no subsill flashing (including any stop ends) have been installed and turned against the internal face of the balcony sliding door frame		

6	G03.2	I observed the paint coating system to terminate short, and not be lapped on to the existing waterproofing provisions. I note that the lack of a coating system exposes the raw render allowing for water penetration in the absence of a membrane. Additionally, I note that the existing finish is incomplete and unsightly.		
7	G04.1	I observed evidence of water penetration in the form of water damage to the skirting board and water staining to the smooth edge of the carpet adjacent to the balcony sliding door. Upon close inspection, I observed that no subsill flashing (including any stop ends) have been installed and turned against the internal face of the balcony sliding door frame		
8	G04.2	Whilst inspecting Unit G04's courtyard, I observed a cracked tile on south-eastern end. This tile is adjacent to the corner of the wall.		
9	G04.3	Upon inspection of unit G04's courtyard, I observed the footpath landing had subsided. This was evident by the even landing, slanting to one side. There was also evidence of water damage on the masonry balustrade adjacent wall.	2-G04	<p>Southern exterior - Drainage</p> <p>The occupants reported to the Author at the time of inspection, that stormwater is flooding the courtyard to the southern exterior. The Author observed that there is a storm water outlet above the tiled floor surface in the southwest corner of the yard area.</p> <p>The occupants reported there is a stormwater line underneath the grassed area on the southern side of the exterior located in the lawn area, and that the storm water line has two rises, and that the stormwater line runs to the stormwater pit in the southeast corner of the yard which is situated underneath the doghouse.</p>
10	G05.1	Upon inspection unit G05's bedroom, I observed that the Dintel wall had a cladding leak. To understand how this leak occurred, a further invasive inspection will be needed. On the exterior adjacent wall, extensive cracking to the pavement tiles was observed where the tiles meet the metal balustrade gate.	5-G05	<p>Southern facade – Hebel cladding installation</p> <p>The Author has observed no Pressure Equalisation PE/weep hole drainage outlets have been provided to the southern façade of unit G05.</p>
11	G05.2	I have sighted evidence of water penetration to the slab planterbox junction in the courtyard of unit G05 that services as a retaining wall structure.		

12	G05.3	Upon inspection of Unit G05's courtyard, I observed water stains on the tiles. I later tested the falls of the tiles for drainage to discover there was no falls (with a measurement of 2mm / 1000mm).	1-G05	<p>Western exterior - Drainage</p> <p>It was reported to the Author at the time of inspection, that the grassed area to the western and southern exterior is extremely soggy following rain events. The Author observed that there was a 450x450 drainage pit located in the southwest corner of the exterior and 90mm drainage surface drains located to the far end of the grassed area to the southeast.</p> <p>On review of the of the stormwater design, it is the Authors view that there is insufficient provision for surface drainage the western and southern lawn area.</p>
13	G05.4	When observing the balcony above unit G05 courtyard, I observed hairline cracking. I have measured the blade wall and the wall is in excess of six (6) metres and no control joint has been installed.		
14	G06.1	Whilst inspecting unit G06's courtyard, I observed a significant, circular-shape crack in the courtyard sliding door. It is of my opinion that the Builder has not sufficiently installed the glass sliding door and allowed for movement.	1-G06	<p>Living area – Sliding door</p> <p>The northwestern fixed glass panel to the sliding door in the living area is broken. It was reported to the Author by the occupants at the time of inspection that the damage originated at the time of construction.</p>
15	G06.2	I have sighted evidence of water penetration to the slab planterbox junction in the courtyard of unit G06.		
16	G06.3	Upon inspection of Unit G06's west façade, I observed the nails were eroding on the trim under the window on the ground and first level.		
17	G06.4	Upon inspection of unit G06's courtyard, I found evidence of efflorescence on the tiles on the north and western end, adjacent to the balustrade wall.	6-G06	<p>Southeastern exterior – Efflorescence</p> <p>The Author has observed efflorescent staining on the floor tiles to the southeastern end of the exterior. The occupants reported to the Author at the time of inspection, that the efflorescence was identified on handover.</p>
			4-G06	<p>Northern exterior – Efflorescence</p> <p>The Author has observed efflorescent staining on the floor tiles to the northern exterior of the alfresco area. The occupants report to the Author at the time of inspection, that the efflorescence was identified on handover.</p>
18	G06.5	During the inspection, I observed several wet areas with a window installed within the enclosed shower recess.	7-G06	<p>Main bathroom and ensuite – Shower screens</p> <p>The main bathroom and ensuite fixed shower screen panel is out of alignment and silicone sealant fixing is loose at base of shower screen.</p>

19	G07.1	Upon inspection of unit G07's courtyard, I observed an exposed hole to a column that appeared to be leaking as there were water stains. There appears to be previous invasive work done to the column that was not repaired afterwards and has consequently caused further damage to the column.		
20	101.1	During the inspection of the balcony I had observed a cantilevered glass balustrade system. I had observed the existence of a hand rail of which is not supported to the façade which is in contribution to the requirements of Clause 7.2.3 of AS1288 where the handrail needs to be interlinked as it forms as multiple glazed sections as well as a load bearing element to distribute the load required from AS1170.1. For clarity, I have referred to it in the adjacent column.		
21	102.1	During the inspection, I observed several wet areas with a window installed within the enclosed shower recess.		
22	104.1	During the inspection of the Unit 104's ensuite bathroom, I observed an instance of corrosion to the left-hand side of the bathroom door jamb (when viewing into the ensuite).		
23	105.1	Upon inspection of unit 105's courtyard, I found evidence of efflorescence on the tiles.		
24	105.2	Upon entering the balcony off the living room, I had sighted that the balcony is 14.5m long and exceeds 10 squared meters where no control joints on balcony balustrade 14.5m long I then observed an instance of vertical cracking to the masonry balustrade over that same distance where no movement joints have been installed.		
25	106.1	Upon inspection of unit 106's balcony off the master bedroom I observed that the hob was too high to be an overflow, therefore, there is no performance measures to address blockages during heavily events of rainfall as expressed in DP1.2 NCC-Vol 3		

26	106.2	During the inspection of the balcony I had observed a cantilevered glass balustrade system. I had observed the existence of a hand rail of which is not supported to the façade which is in contribution to the requirements of Clause 7.2.3 of AS1288 where the handrail needs to be interlinked as it forms as multiple glazed sections as well as a load bearing element to distribute the load required from AS1170.1. For clarity, I have referred to it in the adjacent column.		
27	106.3	Upon inspection of unit 106's ensuite, I observed that the shower frame's trim was separating at the bottom.		
28	106.4	During the inspection of the balcony I had observed a cantilevered glass balustrade system. I had observed the existence of a hand rail of which is not supported to the façade which is in contribution to the requirements of Clause 7.2.3 of AS1288 where the handrail needs to be interlinked as it forms as multiple glazed sections as well as a load bearing element to distribute the load required from AS1170.1. For clarity, I have referred to it in the adjacent column.		
29	106.5	Upon inspection of unit 106's living room I observed cupping tiles.		
30	107.1	Upon inspection of unit 107's balcony off the living room, I observed at least 10 scratches exceeding 20mm on the exterior side of the glass balustrade.		
31	201.1	During the inspection, I observed several wet areas with a window installed within the enclosed shower recess.		
32	201.2	During the time of inspection, I observed evidence of a water leak in the form of yellow water staining on the ceiling of the master bedroom near a light.		
33	201.3	Upon inspection of Unit 201's balcony off the master bedroom, I observed ponding of water. It was evident that there are insufficient falls for drainage of water.		
34	202.1	During the inspection, I observed several wet areas with a window installed within the enclosed shower recess.		
35	203.1			

36	204.1	Upon entering the balcony off the living room, I had sighted that the balcony is 14.5m long and exceeds 10 squared meters where no control joints on balcony balustrade 14.5m long I then observed an instance of vertical cracking to the masonry balustrade over that same distance where no movement joints have been installed.		
37	204.2	Upon inspection of Unit 204's balcony off the living room, I observed water staining. I recorded the falls as 1 and so it was evident that there are insufficient falls for drainage of water.		
38	204.3	Upon inspection of Unit 204's main bathroom, I observed ponding of water. It was evident that there are insufficient falls for drainage of water.	3-204	Main bathroom shower floor tiling The Author has observed water is ponding on the eastern side of the drain the main bathroom shower. The Author conducted testing with a spirit level and found there was insufficient fall on the tile surface to the eastern side of the drain.
39	205.1	Upon inspection of unit 205's main bathroom, I observed the mirror cabinet was separating from the tiled wall.		
40	205.2	Upon inspection of unit 205's balcony off the living room, I observed an unsightly hole in the wall where the gas fitting is connected. The occupant advised me that there was a gas issue that had previously been fixed however the unsightly hole had not been mended.		
41	206.1	During the inspection, I observed several wet areas with a window installed within the enclosed shower recess.		
42	301.1	Upon inspection of Unit 301's ensuite off the master bedroom, I observed ponding of water. It was evident that there are insufficient falls for drainage of water.		
43	301.2	Upon inspection of unit 301's main bathroom I observed damage around the exhaust fan on the ceiling. I observed paint bubbles near the exhaust fan which in my opinion suggests water leakage. I believe it is necessary for a HVAC specialist to investigate this further.	3-301	Main bathroom ceiling – Damage The occupant reported to the Author at the time of inspection, that the Builder conducted to maintenance to the mechanical ventilation to the main bathroom damaged the ceiling lining to the northwestern side of the exhaust fan vent.
			2-301	Bathroom – Mechanical ventilation The occupant reported to the Author at the time of inspection, that when the shower is used in the main bathroom that the mechanical ventilation causes the glass splash back in the kitchen behind the cooktop to fog up.

44	302.1	Upon inspection of Unit 302's main bathroom, I observed ponding of water. It was evident that there are insufficient falls for drainage of water.	1-302	Main bathroom – Shower screen The Author has observed fixed shower screen panel is loose and there are gaps in the sealant fixing.
45	302.2	During the inspection, I observed several wet areas with a window installed within the enclosed shower recess.		
46	303.1	Upon inspection of Unit 303's ensuite bathroom, I observed ponding of water. It was evident that there are insufficient falls for drainage of water due to the floor waste being higher than the surrounding tiles.	5-303	Ensuite – Shower screen The Author has observed the ensuite fixed shower screen silicon fixing is loose.
47	304.1	Upon inspection of unit 304's balcony off the living room, I observed a cracked tile.		
48	304.2	Upon entering the balcony off the living room, I had sighted that the balcony is 14.5m long and exceeds 10 squared meters where no control joints on balcony balustrade 14.5m long I then observed an instance of vertical cracking to the masonry balustrade over that same distance where no movement joints have be installed.	6-304	Balcony – Drummy tiles and movement joints The Author has observed that tile movement joints has not been provide in accordance with AS3958.1:2007, and that tiles adjacent to the movement joint to the eastern side of balcony are drummy.
49	304.3	Upon inspection of unit 304's main bathroom I observed that the shower screen was not sealed.		
50	305.1	I observed evidence of water penetration in the form of water staining to the carpet adjacent to the exterior facade.		
51	305.2	Upon entering the balcony off the living room, I had sighted that the balcony is 14.5m long. I then observed an instance of vertical cracking to the masonry balustrade over that same distance where no movement joints have be installed.		
52	305.3	Upon inspection of Unit 305's balcony, I observed ponding of water following a water test. It was evident that there are insufficient falls for drainage of water.	2-305	Balcony – Tiling The Author has observed water ponding on tile floor surface to southwest corner of balcony. The Author conducted testing using a digital level and found zero fall to area tested.
53	306.1	During the inspection, I observed several wet areas with a window installed within the enclosed shower recess.		
54	307.1	Upon inspection of Unit 307's main bathroom, I observed ponding of water. It was evident that there are insufficient falls for drainage of water. I did no measure the falls as it's the measurement is irrelevant given that the surface drainage is not performing.	1-307	Main bathroom – Shower screen The Author has observed there is insufficient clearance between the shower screen door in the main bathroom and the fixed panel at the top of the door and needs adjustment to provide a more clearance.

55	401.1	Upon inspection of Unit 401's balcony off the living room, I observed efflorescence leeching of the tile bed.		
56	401.2	During the inspection of the framed glass balustrade system, multiple issues have been observed, of which I believe compromises the safety of occupants.		
57	402.1	Upon inspection of unit 402's living room, I observed that the skylight was leaking. This was evident in the form of paint peeling and paint bubbles in the right hand corner of the skylight. I am of the opinion that further investigation is necessary to determine how water is entering into the skylight.		
58	402.2	During the inspection of the framed glass balustrade system, multiple issues have been observed, of which I believe compromises the safety of occupants.		
59	402.3	Upon inspection of unit 402's balcony, I observed water stains and efflorescence, signs there is ponding of water due to a lack of falls. The occupant said previous experts had put new tiles here but the issue has remained. Occupant also said the previous experts cut the hole (in the wall) bigger to allow for the flow of water but it is just going flowing onto the façade.		
60	403.1	Upon inspection of unit 403's bedroom 2, I observed evidence of water penetration in the form of water staining to the carpet.		
61	403.2	During the inspection, I observed several wet areas with a window installed within the enclosed shower recess.		
62	403.3	Upon inspection of unit 403's main bathroom, the occupant let me know that the Builder replaced the shower screen and cracked the bottom of the screen on installation.	10-403	Main bathroom shower screen – Damage The lot owner reported to the Author at the time of inspection, that the shower screen had been removed to by the Builder to conduct some remedial work, the Author observed that there is evidence that the fixed panel to the northern side of the shower has been damaged to the northeast corner with evidence the glass has been chipped.
63	403.4	During the inspection of the framed glass balustrade system, multiple issues have been observed, of which I believe compromises the safety of occupants.	5-403	Northwestern and Southeast balustrade connection The Author has observed that the balustrade rail to the northwest and southeast corners of the balcony terrace are not securely connected.

			4-403	<p>Balcony terrace – Builders remediation works The Author has observed that sections of the glass balustrade have been removed from the western and southern side of the balcony terrace.</p> <p>The Author has found on conducting a percussion test that area where the render has been repaired to the external wall of balcony terrace was drummy and observed the render finish had significant craze cracks.</p>
64	403.5	<p>Upon inspection of unit 403's balcony, I observed efflorescence leeching of the tile bed .</p>	2-403	<p>Balcony terrace – Tiling The occupant reported to the Author at the time of inspection that the tiles to the northern side of the terrace area and reported, that on hot days with direct sunlight on the tiles there is evidence of a white substance that discharges from the tile joints on the northern side of the terrace.</p>
65	403.6	<p>Upon inspection of Unit 403's balcony, I observed ponding of water. Upon inspection of another floor waste, I observed that the surrounding tiles were lower than the floor waste, stopping water to flow to the drain. It was evident that there are insufficient falls for drainage of water.</p>		
66	IC.1	<p>Upon inspection of the internal common area outside of unit 402, I observed paint bubbling on the wall and ceiling. Upon investigation of the rooftop above, I observed poor cover of the water heater pipes, some covered in extensive duct tape. There was also evidence of rusting around the base of the hot water system. In addition, I observed poor welding around the base of the pipes to the roof. It is of my opinion that due to this insufficient concealment of pipes, there is an internal leak coming into the ceiling of the internal common area outside unit 402.</p>		
67	B.1	<p>Upon inspection of the basement entrance, I observed efflorescence leaching out of cracks in the masonry façade above the garage entrance. Base on the observation made above, I am of the view that the waterproofing provisions of the subject planterbox has failed.</p>		

68	B.2	Upon inspection of the basement entrance, I observed a series of plants in a planterbox where brown stain efflorescence is leaching out of the base of the planterbox. It is evident that the planterbox has failed. This is the planterbox for unit G01.		
69	B.3	Upon inspection of the basement entrance, I observed that paint was peeling on the entrance sidelines.		
70	B.4	Upon inspection of the basement entrance, I observed water staining to the walls and extensive efflorescence. It is noted the efflorescence is leaching directly to the concrete driveway below.		
71	B.5	Upon inspection of the basement entrance, I observed unstable sandstone supporting block work.		
72	B.6	Upon inspection of the basement behind car space 6, I observed no drainage system to pump out water.		
73	B.7	Upon inspection of the basement at the fire stairs, next to car space 30, I observed no drainage system to pump out water.		
74	B.8	Upon inspection of the basement on the eastern fire stairs, I observed water ingress into the stairs along the Dintel walls. There was evidence of rusting on the Dintel walls running down the height of the stairs, suggesting water ingress.	B1-1	Basement level 2 Stairs - Eastern wall The Author has observed that there following rain, water is penetrating location of the Dintel wall at – 1. To the northern wall above stair landing Basement 2 level of the Fire stair 2 2. At the base of the wall to the southern wall at Basement 2 level of Fire stair 2
75	B.9	Upon inspection of the basement entrance, carwash bay I observed the bounds don't contain water and they don't have falls for drainage.	B1-3	Basement 1 - Car wash bay The Author has observed that the car wash bay has no fall to the drainage inlet. The Author noted that the condition 21 of the development consent DA 18/0393 requires that the wash-bay must be graded to an internal drainage point. Please refer to extract from the Development consent DA 18/0393 condition 2.
76	EC.1	Upon observation of the external commons on the northern side of the building, I observed brown staining coming out of the planterbox slab as well as cracking of the planterbox. The existing waterproofing of the planter box has failed.	C-11	Planter Box – Northwestern side of Building L The Author has observed that damage and incomplete repair to render finish to the top of planter box wall at the water tap located to the south end of the planter box.
77	EC.2	Upon inspection of the rear (north) side of the external common area, I observed there was ponding water evident. I am of the opinion this is due to a lack of falls.	C-10	Northern side of entry – Stone paving The Author observed that the rainwater is ponding at the western end of the stormwater drain to the south side of the entry.

78	EC.3	Upon observation of the communal toilet block, I observed a leak coming from the cantilevered aluminium awning. I also observed water stains on the awning above the unisex toilet door. It is of my opinion that there is trapped water in the tube members of the roof of the toilet block.		
79	EC.4	Upon observation of the rear external common area on the north side of the building, I observed that the grass was not even and the drainage pit near the hose seemed to be placed higher than the lid meaning that it is unable to receive runoff.	C-9	Eastern façade - Northern side of entry The Author observed at the time of inspection that the paint finish to Eastern façade - Northern side of entry has uneven cover.
80	EC.5	Upon observation of the HVAC exhaust, I observed water pooling on the top and the beginning of discolouration to the top cover. It is of my opinion that if this HVAC exhaust is left like this, further damage will occur to the top cover		
81	EC.6	At the time of inspection, the Author subjected the balustrade system with an external lateral force via hand and observed no structural rigidity or reliability in the system. Upon further investigation, the Author has observed the aluminium balustrade system to be functioning as a cantilever after subjecting it to a lateral force.		
82	EC.7	Upon inspection of the external common rear end of the building, I observed the grouting was poor.		
83	EC.8	Upon inspection of the seating area in the rear external common area, I observed that the hold down bolts holding the seating area in place were rusted as a consequence of dissimilar materials being used.		
84	EC.9	Upon inspection of the external commons, front entrance of the building I observed the tiles were peaking around the gate post.		

85	EC.10	Upon inspection of the front entrance of the building (south side of the façade) I observed that the Builder has used dissimilar metals on the front gate and there was evidence rusting.	C-6	<p>Building L and U Façade - Decorative battens The Author has observed evidence of –</p> <ol style="list-style-type: none"> 1. Corrosion of the metal fixings to southern side Building L and U façade. 2. Cracks to the aerated concrete decorative battens installed to the building façade to north and west of building L and south of building U. 3. Gaps to decorative battens installed to the building façade to north and west of building L and south of building U. <p>During inspection the found metal fixings with the demolition waste from waterproofing repair to southern building side of entry with evidence of corrosion.</p>
86	F.1	Upon inspection of the western side of the north-east façade, I observed a peaking render, efflorescence, and loose capping at the top. I also observed a poor render finish at the joints and rusting of the timber trims.		
87	F.2	Upon inspection of the western side of the north-east façade, I observed a peaking render, efflorescence, and loose capping at the top. I also observed a poor render finish at the joints and rusting of the timber trims.		
88	F.3	Upon inspection of the front entrance (south side of the façade) I observed evidence of previous remedial work that appeared to be incomplete. I am of the opinion that further investigations are required.		
89	RT.1	Upon observation of the rooftop, I observed an unfinished wall that had not been weatherproofed according to AS4654.2.	R-1	<p>Roof – Waterproofing</p> <p>Builder has failed to carry out the works in accordance with manufacturers guidelines, AS4654.2 and National Constructions Code 2016 Volume 1 F1.4.</p>
90	6.1.1	Labelling specifying that the manual fan controls should only be operated by authorised personnel has not been provided at the fire indicator panel.		
91	6.1.2	Labelling to identify the fan control reset switch does not satisfy the requirements of Clause 7.15.4 of AS1670.1 – 2015.		
92	6.1.3	Labelling on the control switch for the carpark exhaust fan (CPEF-1) does not comply with the wording requirements of Clause 7.15.3 of AS1670.1 - 2015.		

93	6.1.4	The operation of the carpark supply air fan does not comply with Clause 7.6.8.4 of AS1670.1 – 2015.		
94	6.1.5	No system documentation or commissioning results are provided at the fire indicator panel.		
95	6.2.1	The test switch and circuit breakers that supply power to emergency lights are not labelled.		
96	6.3.1	No baseline data or asset register provided.		
97	6.3.2	No fire dampers have been installed to the lift lobby fresh air duct serving all lift lobbies within the eastern block.		
98	6.3.3	A fresh air supply is provided to the Service Room on Level LG. No documentation is provided that details where this fresh air supply is fed from and if the ducting serving this fresh air supply passes through any building elements that are required to have a FRL. Similarly there are no access panels or the like in the ceiling of this room to determine if the ducting passes through any building elements that are required to have a FRL.		
99	6.3.4	The fire damper installed where the supply air ductwork serving the main switch room passes through the wall of the main switch room has not been installed correctly as follows: <ul style="list-style-type: none"> • Steel bolts have been used in the breakaway connection • The angles surrounding the fire damper are not twice the width of the perimeter gap • The fire damper is not labelled 		
100	6.3.5	No fire damper has been installed where the carpark exhaust ducting enters the shaft to the roof of the building. Additionally the gaps surrounding the ductwork have not been sealed around the perimeter of the duct.		
101	6.4.1	The gap below a number of fire doors exceeds 10mm.		
102	6.4.2	The door to the NBN room on Level LG has a tagged fire door, but is installed in a non-fire rated frame.		
103	6.4.3	The door to the Service Room on Level LG is a non-fire rated door.		
104	6.4.4	Fire door compliance tags fitted to the fire door leaves and fire door frames have not been mechanically fixed in place (adhesive fix only was observed).		

105	6.4.5	A fire door asset register has not been provided.		
106	6.5.1	A record of the installation has not been provided.		
107	6.6.1	Hydrant pipework passing through the carpark at B1 level is not labelled.		
108	6.6.2	Hydrant block plans at the booster connection, booster pump and fire indicator panel do not include the design flows.		
109	6.6.3	Signage at the booster connection has conflicting boost pressures stated. Two signs are installed as follows: <ul style="list-style-type: none"> • BOOST PRESSURE 1700 kPa • MAX BOOST PRESSURE 1200 KPA 		
110	6.6.4	Numerous isolation valves in the hydrant pump room were not secured in the open position. It was noted in the hydrant pump log books that the hydrant system isolation valves were not secured in the open position at the time of the first test by the current maintenance providers. Straps and padlocks have since been installed to these isolation valves.		
111	6.6.5	The most disadvantaged hydrant is located on the fire stair landing on level 8 of the building and this hydrant does not have access to any drain suitable for the discharge of water during flow testing.		
112	6.6.6	Fire dampers have been installed in the ventilation ductwork where it penetrates the wall to the hydrant pump room and the floor slab between Levels B2 & B1.		
113	6.6.7	The diesel pump exhaust discharge is located approximately 3m from the balcony door to unit G01. The resident of this unit has expressed concerns of a strong diesel odour whenever the pump is tested.		
114	6.6.8	The record of hydrant system commissioning tests is not available on site.		
115	6.7.1	The Fire Engineering Report (138309.FER001b dated 9 May 2019) prepared by Holmes Fire incorrectly describes the building in several parts of the report.		
116	6.7.2	The Fire Engineering Report (138309.FER001b dated 9 May 2019) prepared by Holmes Fire requires hatched line markings to extend not less than 2.8m out from the fire shutter, as depicted in Figure 1.4.		

117	6.7.3	The Fire Engineering Report (138309.FER001b dated 9 May 2019) prepared by Holmes Fire requires all fire safety systems to be commissioned in accordance with the relevant Australian Standards and baseline data compiled for inclusion in the building operation manuals (to be prepared by others).		
118	6.8.1	A copper pipe (for the hydrant installation pressure) has not been adequately insulated in accordance with a tested system, where it passes through the wall between the hydrant pump room and fire stair. Insulation wrap has been applied to the pipe, however the length of wrap is approximately 100mm on the pump room side of the wall.		
119	6.8.2	Two steel pipes (for the hydrant installation discharge pipe) have not been adequately insulated in accordance with a tested system, where they pass through the wall of the hydrant pump room. Insulation wrap has been applied to the pipe, however the length of wrap is less than 300mm on the pump room side of the wall.		
120	6.8.3	The conduit for the fire detection system has not been adequately fire stopped where it passes through the walls to the hydrant pump room.		
121	6.8.4	The conduit for the fire detection system has not been adequately fire stopped where it passes through the wall to the north fire stair.		
122	6.8.5	A PVC pipe penetration through the slab outside the north fire stair does not have a fire collar installed.		
123	6.8.6	A steel pipe (for the hydrant system) has not been adequately insulated in accordance with a tested system, where it passes through the wall of the south fire stair. Insulation wrap has been applied to the pipe on the carpark side of the wall, however no wrap has been installed on the fire stair side of the wall.		
124	6.8.7	A PVC pipe penetration through the slab above carspace 10 does not have a fire collar installed.		

125	6.8.8	<p>A steel and copper pipe penetrate the concrete slab in close proximity to one another near the south fire stair.</p> <p>The fire stopping manufacturer does not have a tested system for a steel and copper pipe to be considered as a single penetration.</p>		
126	6.8.9	<p>Two copper and steel pipe penetrations through the slab outside the south fire stair have water pooling around the penetration. It is not clear at this stage if the insulation wrap surrounding these pipes has deteriorated to a point where it is ineffective in providing the required insulation rating, however the integrity of the wrap should be inspected once the issue causing the water to pool in this area has been resolved.</p> <p>Manufacturer recommends that wrap is installed in dry locations and has advised that continual exposure to water may result in the foil delaminating from the core material of the wrap.</p> <p>Additionally there is an obvious potential for pipe corrosion in future.</p>		
127	6.8.10	<p>Four PVC pipe penetrations through the slab do not have any fire collars installed.</p>		
128	6.8.11	<p>A mains cable has not been adequately insulated in accordance with a tested system, where it passes through the wall of the main switch room.</p> <p>Insulation wrap has been applied to the cable on the carpark side of the wall, however no wrap has been installed on the main switch room side of the wall.</p>		
129	6.8.12	<p>A section of the construction joint between the wall and the underside of the slab has not been sealed on the wall between the main switch room and the carpark.</p>		
130	6.8.13	<p>A surface mounted fire collar has been installed around a "Y" fitting that is partially located within the wall on a large PVC pipe near the carwash bay.</p> <p>This type of fire collar has not been tested to protect this type of pipe fitting in this manner.</p>		
131	6.8.14	<p>A copper pipe has not been insulated in accordance with a tested system, where it passes through the wall between the carwash bay and the bin room.</p>		

132	6.8.15	A conduit for the fire detection system has not been adequately fire stopped where it passes through the wall between a void area on the B1 side of the fire shutter and the B@ side of the fire shutter .		
133	6.8.16	Two PVC pipe penetrations through the wall to the shaft containing the pump room supply air duct do not have any fire collars installed.		
134	6.8.17	Two PVC pipe penetrations through a plasterboard bulkhead outside the Bin room do not have any fire collars installed. It would appear that this bulkhead has been constructed to address some service penetrations that were unable to be fire stopped where they pass through the wall of the bin room.		
135	6.8.18	A PVC pipe penetration through the western wall of the Bin room does not have any fire collar installed.		
136	6.8.19	Two conduit penetrations through the eastern wall of the Bin room do not have any fire collars installed.		
137	6.8.20	A cable penetration through the slab in the communications cupboard has conduits passing through the slab.		
138	6.8.21	A red cable through the slab to Level L1 has not been fire stopped.		
139	6.8.22	A partial core hole through the slab to Level L1 has not been backfilled to the full depth of the slab.		
140	6.8.23	Cable between the electrical cupboard and the corridor (above false ceiling) have not been smoke sealed. This electrical cupboard contains electricity meters.		
141	6.8.24	Conduit penetrations through the walls of the fire stair do not have any fire collars installed.		
142	6.8.25	Copper pipe penetrations within the hydraulic risers throughout the building have PVC inserts within the slab. Additionally some penetrations have been partially back-filled with mastic.		
143	6.8.26	Two copper pipes penetrate the concrete slab in close proximity to one another.		
144	6.8.27	Communications cupboards containing central communications equipment have not been smoke sealed.		
145	6.8.28	Electrical cupboards containing central communications equipment and/or distribution boards have not been smoke sealed.		
146	6.8.29	A conduit penetration through the rear wall of the rear wall of the garbage shaft does not have any fire collars installed.		

147	6.8.30	A PEX pipe penetration through the rear wall of the rear wall of the garbage shaft does not have any fire collars installed.		
148	6.9.1	The carpark supply fan, when tested for fire mode operation was found to shutdown on a general fire trip.		
149	6.10.1	The domestic cold water pump is not bolted to the pump plinth. To reduce the risk of damage to the pipework, the pump should be secured to the pump plinth via the vibration isolators attached to the pump base.		
150	6.10.2	There is evidence of water ingress into the main switch room on B1 Level. The walls appear to have been treated with some form of paint to the walls bounding the carpark perimeter drain.		
151	6.10.3	The cover plate on the light switch in the main switch room is incompatible with the mounting block which may present an electrical hazard.		
152	6.10.4	There is no electrical schedule provided at House Services Board 2		

Deed of Settlement and Release

THE OWNERS – STRATA PLAN NO. 102187

and

Forte Sydney Fund Management Pty Ltd ACN 618 740 579

and

Forte Sydney Construction Pty Ltd ACN 601 561 586

and

Forte Sydney NSW Construction Pty Ltd ACN 632 543 670

and

Xiaolu Li

and

Mitchell Avenue Development Pty Ltd ACN 615 564 586

Deed of Settlement and Release

Dated:

Parties

The Owners – Strata Plan No. 102187

11 Mitchell Avenue
Jannali NSW 2226
(Owners Corporation)

Forte Sydney Fund Management Pty Ltd ACN 618 740 579

Suite 3 Level 2
3 Rider Boulevard
Rhodes NSW 2138

Forte Sydney Construction Pty Ltd ACN 601 561 586

Unit 203, 3 Rider Boulevard
Rhodes NSW 2138
(Builder)

Forte Sydney NSW Construction Pty Ltd ACN 632 543 670

Unit 2010, 46 Walker Street
Rhodes NSW 2138

Xiaolu Li

Suite 3 Level 2
3 Rider Boulevard
Rhodes, NSW 2138

Mitchell Avenue Development Pty Ltd ACN 615 564 586

C/- Smart Wealth Advisors
Suite 1204, 219-227 Elizabeth Street
Sydney NSW 2000
(Developer)

Collectively "**the Parties**" and individually "**a Party**".

Recitals

- A. The Owners Corporation is the registered proprietor of the common property in the land the subject of strata plan number 102187 situated at 11 Mitchell Avenue, Jannali NSW 2226 (Common Property), which vested in the Owners Corporation upon registration of that strata plan by operation of section 24 of the Strata Schemes Development Act 2015 (NSW).
- B. At all material times up to the registration of Strata Plan 102187, the Developer was the registered proprietor of the land the subject of Strata Plan number 102187.
- C. The Owners Corporation is the immediate successor in title to the Developer in respect of the Common Property.
- D. At all material times the Builder held a contractor licence number under the HBA or alternatively was required to hold such a licence before entering into a contract to do residential building works within the meaning of section 18B of the HBA (**residential building works**).
- E. The residential building works as defined by the HBA relating to the construction of the Common Property was done by or on behalf of the Builder.
- F. By reason of the matters above and by operation of section 18C of the HBA, the Owners Corporation is entitled to the benefit of warranties (a)-(f) inclusive set out in section 18B of the HBA (**Statutory Warranties**).
- G. The Owners Corporation commenced the Proceedings in the NSW Civil & Administrative Tribunal against the Builder and Developer.
- H. Without any admission of liability whatsoever, the Parties have agreed to the terms set out in this Deed.

Agreed Terms

1. Defined terms and interpretation

1.1 Defined terms:

In this Deed, in addition to the definitions set out above:

Alleged Defects means all alleged defects and/or non-complying work identified in, the Owners Corporation's Expert Reports, any Scott Schedules served by the Owners Corporation in the Proceedings, and any annexure to this Deed.

Annexure means any annexure to this Deed.

Bank Account means the bank account notified to the Builder by the Owners Corporation in writing.

Business Days means any day except a Saturday, a Sunday, a public holiday or bank holiday throughout New South Wales, or 27, 28, 29, 30 and 31 December.

Category A Items means the agreed works items that are allocated as Category A items in Annexure A to this Deed.

Category B Items means the investigation items that are allocated as Category B items in Annexure A to this Deed.

Category C Items means the items that are allocated as Category C items in Annexure A to this Deed.

Claim means any claim for relief of any kind including any claim, action, proceeding, damage, loss, liability, cost, charge, expense, obligation, outgoing or payment, insurance claims, demands, whether arising or made at common law (whether in negligence or otherwise) or in equity or under statute, contract, under an indemnity or warranty or otherwise arising out of, in connection with or in relation to any and all of the Owners Corporation's Expert Reports served in the Proceedings and all claims made in the Proceedings.

Completion means the date(s) on which the Owners Corporation's Expert has certified that the Works in relation to the Category A Items and the Category B Items (if any) have been completed.

Deed means this document and includes any Annexure to it.

Effective Date means the date on which the Parties exchange executed counterparts of this Deed.

HBA means the *Home Building Act 1989* (NSW).

Joint Expert Determination means that process outlined in clause 17 of this Deed.

Major Defect means a defect within the meaning of Section 18E(4) of the HBA.

Owners Corporation's Expert means:

1. John Riad of Endeavour Engineering; and
2. Sue Scott of Eagle Fire + Safety.

Owners Corporation's Expert Reports means the following list of reports obtained by the Owners Corporation and served in the Proceedings:

1. Expert Report of John Riad of Endeavour Engineering dated 14 March 2023; and
2. Expert Report of Eagle Fire + Safety dated 24 February 2023.

Proceedings means NSW Civil and Administrative Proceedings No. HB 22/39722.

Property means the property located at 11 Mitchell Avenue Jannali NSW 2226.

Rectification Scope means the scope of works to rectify the Defects set out in Annexure A to this Deed

Referral Notice means a written notice that a dispute or difference arising under clauses 3.11 or 3.16 has been referred to Joint Expert Determination.

Settlement Sum means the sum of \$110,000.00.

WHS Act means the *Work Health and Safety Act 2011* (NSW).

WHS Regulation means the *Work Health and Safety Regulations 2017* (NSW).

Work or Works means the scope of works to be carried out by the Builder pursuant to the Rectification Scope and the terms set out in this Deed.

1.2 Interpretation

In the interpretation and application of this document, unless the context otherwise requires:

- (a) any reference to the background, or any schedule, attachment or exhibit, is a reference to that thing which is part of this document;
- (b) in calculating any period of time commencing from a particular day, the period commences on the following day and the following day counts as part of that period;
- (c) where an expression, word or phrase is given a particular meaning, then other parts of speech based on that expression, word or phrase and other grammatical forms of that expression, word or phrase, have corresponding meanings;
- (d) the rule of interpretation which sometimes requires that a document be interpreted to the disadvantage of the party which put the document forward, does not apply;
- (e) where an expression is defined anywhere in this document, it has the same meaning throughout;
- (f) a reference to any gender includes all genders;
- (g) headings are for convenience of reference only and do not affect interpretation;

- (h) a mention of anything after include, includes or including, does not limit what else might be included;
- (i) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and also any subordinate legislation issued under, that legislation or legislative provision;
- (j) a reference to dollars or \$ is to an amount in Australian currency;
- (k) the singular includes the plural and vice versa;
- (l) a reference to any party to this document or to any other document or arrangement, includes that party's legal personal representatives, substitutes (including, without limitation, any person taking by novation), successors and permitted assigns;
- (m) a reference to a person includes a body corporate, partnership, joint venture, incorporated or unincorporated association, authority, state, government, or government or quasi-government body; and
- (n) a reference to anything (including any amount) is a reference to the whole or any part of it (except that nothing in this provision excuses a party from performing the whole of an obligation just because they have performed part of the obligation).

2. Settlement

- 2.1 The Parties enter into this Deed in exchange and consideration for the mutual promises set out herein.
- 2.2 The Developer, Forte Sydney NSW Construction Pty Ltd ACN 632 543 670, Forte Sydney Fund Management Pty Ltd ACN 618 740 579 and Xiaolu Li agree to be jointly and severally liable for the obligations of the Builder under this Deed including to undertake the Work in the event the Builder defaults on any of its obligations under this Deed.

3. Commencement and Completion of the Work

- 3.1 The Builder must at its own cost:
 - (a) perform the Works in accordance with this Deed;
 - (b) keep those parts of the Property affected by the Work clean and tidy, progressively remove rubbish and waste resulting from carrying out the Work and otherwise leave all lot and common property areas affected by the Work in a good state of repair as they were in when the Work commenced;

- (c) undertake the Work so as to ensure that the Work is completed with minimal disruption to the occupants of the Property;
- (d) protect and secure those parts of the Property that the Builder is required to access, occupy, utilise, store materials or equipment in or on, or carry out Work to in connection with carrying out its obligations under this Deed so as to prevent damage to common property, lot property and personal property and injury to persons occurring in connection with carrying out its obligations under this Deed;
- (e) make good any damage to the Property resulting from the performance of the Work.

Category A Items

- 3.2 The Builder will procure and provide a construction program for the Work in relation to the Category A Items to the Owners Corporation within 28 calendar days from the Effective Date, which shall reasonably detail the sequence of such Work and the dates on which the Builder (or any contractors engaged by it to perform work) will require reasonable access to either or both common areas and individual lots (**Category A Construction Program**).
- 3.3 Within 28 calendar days of receiving the Category A Construction Program, the Builder (or any contractors engaged by it to perform work) will commence the Work in relation to the Category A Items and the Owners Corporation will provide the Builder (or any contractors engaged by it to perform work) with reasonable access to the Property in accordance with the Construction Program (**Category A Commencement Date**).
- 3.4 The Builder must use reasonable endeavours to achieve Completion of the Works in relation to the Category A Items within 6 months of the Category A Commencement Date (**Category A Completion Date**).

Category B Items

- 3.5 The Builder must use reasonable endeavours to investigate the Category B Items and undertake any testing of the Category B Items within 3 months of the Effective Date (**Category B Investigations**).
- 3.6 The Builder will provide a written response to the Category B Items, setting out:
 - (a) whether the Builder agrees that any Alleged Defects identified in the Category B Items exist; and
 - (b) insofar as the Builder agrees that any Alleged Defects identified in the Category B Items exist, a scope and method statement of rectification works,within 4 weeks after completion of the Category B Investigations (**Category B Position**).

- 3.7 The Owners Corporation will provide a written response to the Category B Position, setting out:
- (a) whether the Owners Corporation agrees with the Builder's position on the existence of any Alleged Defects identified in the Category B Items; and
 - (b) insofar as the Builder agrees that any Alleged Defects identified in the Category B Items exist, whether the Owners Corporation agrees with the Builder's scope and method statement of rectification works

within 6 weeks after receipt of the Category B Position (**Category B Response**).

- 3.8 The Builder will provide a final written response to the Category B Response within 4 weeks after the receipt of the Category B Response (**Final Response**).

- 3.9 Insofar as the Builder and the Owners Corporation agree on the scope and method statement of rectification works for Category B Items on completion of the process in clauses 3.5 to 3.8 above, the Builder will:

- (a) carry out the agreed scope and method statement of rectification works in accordance with this Deed; and
- (b) must use reasonable endeavours to achieve Completion of such works within 3 months from the date of the Final Response (**Category B Completion Date**).

- 3.10 If following investigation by the Builder and following completion of the process in clauses 3.5 to 3.8 above, a dispute or difference arises between the Owners Corporation and the Builder in relation to the existence of any Alleged Defects identified in the Category B Items and/or the reasonable and necessary scope and method statement to rectify any Alleged Defects identified in the Category B Items, the Parties hereby agree to meet within 14 Business Days of receipt of the Final Position to resolve all outstanding issues (**Escalation Meeting**).

- 3.11 If all matters are not resolved at the Escalation Meeting, either the Builder or the Owners Corporation may issue a Referral Notice pursuant to which such disputes or differences are referred to Joint Expert Determination for resolution pursuant to clause 17 of this Deed. Any such referral will not relieve the Parties from their obligations to comply with all other terms of, and procedures arising under, this Deed.

Category C Items

- 3.12 The Owners Corporation acknowledges and agrees that no rectification works are required in relation to the Category C Items.

Completion

- 3.13 When the Builder considers the Work:

- (a) in relation to the Category A Items; and/or
- (b) in relation to the Category B Items (if any),

to be Complete, it shall notify the Owners Corporation in writing.

- 3.14 Within 14 Business Days (or such other time agreed between the Parties) of the written notice(s) contemplated in clause 3.13, the Owners Corporation's Expert and the Builder shall inspect the Works and the Owners Corporation's Expert shall notify the Parties:
- (a) whether they agree that the Work has been completed in which case they shall provide to the Builder and the Owners Corporation a written notice of completion of the works within 7 Business Days; or
 - (b) if they consider that the Work has not been completed, of those items of the Work which have not been completed, giving reasons.

3.15 The Builder shall within 14 Business Days complete any work notified under clause 3.14(b) and when it considers such work is complete, give a written notice contemplated in clause 3.13. The provisions of clauses 3.14 and this 3.15 will apply until a notification of completion is given under clause 3.14(a).

3.16 If a dispute or difference arises between the Owners Corporation and the Builder in relation to whether or not Completion has been achieved for any Work, the Parties hereby agree that either the Builder or the Owners Corporation may issue a Referral Notice pursuant to which such disputes or differences are referred to Joint Expert Determination for resolution pursuant to clause 17 of this Deed. Any such referral will not relieve the Parties from their obligations to comply with all other terms of, and procedures arising under, this Deed.

4. Design of Work

- 4.1 The Builder acknowledges that it is solely responsible for the design of the Work and that it has not been given instructions in relation to the design or construction of the work by the Owners Corporation or any 'relevant professional', within the meaning of section 18F of the HBA, acting for the Owners Corporation as at the date of this Deed.
- 4.2 Without limiting clause 4.1 above, the Parties agree to act reasonably in discussing the manner in which the Builder intends to undertake the Works relating to the Category B Items (if any) before the commencement of any such Works.

5. Warranties

- 5.1 The Builder warrants that in performing the Works, those Works will:
- (a) comply with the Statutory Warranties; and

- (b) comply with all relevant Australian Standards, laws and the requirements of the relevant local council and all statutory authorities.
- 5.2 The Parties agree and acknowledge that notwithstanding anything to the contrary, any claim by the Owners Corporation for relief of any kind whatsoever in connection with any deficiency in the Works:
 - (a) is limited to 2 years from Completion of the Works other than in respect of a deficiency in the Works which constitutes a Major Defect;
 - (b) is limited to 6 years from Completion of the Works where the deficiency in the Work constitutes a Major Defect.
- 5.3 The Parties agree and acknowledge that the Builder may plead this clause in bar and as a complete defence to any claim by the Owners Corporation for relief of any kind whatsoever in connection with any deficiency in the Works after the expiration of the periods referred to in this clause 5.2.

6. Authority Approvals

- 6.1 If the approval of any statutory or other authority is required in connection with the performance of the Work, the Builder must apply for and pay all fees for such approval.

7. Insurance

- 7.1 Before commencing the Rectification Work, the Builder must effect and maintain and provide to the Owners Corporation a certificate of currency in respect of the following insurances:
 - (a) a public liability policy for an amount in respect of any one occurrence not less than \$10 million;
 - (b) a worker's compensation policy for all persons employed by the Builder; and
 - (c) home owners warranty insurance policy (to the extent required by law).
- 7.2 Separately, the Builder will ensure that any subcontractors it engages also hold public liability insurance and all other appropriate insurances.

8. Certification of the Work

- 8.1 Upon Completion of the Work, the Builder must provide the Owners Corporation with a certificate certifying that the Work complies with the warranties (**Certificate**).

9. Instruction to make good defects

- 9.1 The Builder must make good any omissions or defects in the Work or materials forming part of the Work that becomes apparent within the period of 12 months from Completion.
- 9.2 The Owners Corporation and the Expert is entitled to notify the Builder in writing of any work or materials forming part of the Work to be rectified or replaced at any time up until 14 days after the expiry of the 12 month period.

10. Co-operation

- 10.1 Each Party must do everything reasonably required by the other Parties to carry out and give effect to the intent and purpose of this Deed.

11. Appointment as 'Principal Contractor'

- 11.1 The Owners Corporation appoints the Builder as 'Principal Contractor' within the meaning of the WHS Act and WHS Regulation for the Works and the Builder accepts this appointment.
- 11.2 The Builder will meet its obligations and responsibilities as 'Principal Contractor' under law and the Owners Corporation gives the Builder the authority required to do so.

12. Costs

- 12.1 The Builder must bear their own costs and disbursements of and incidental to the Work and the negotiation, preparation and execution of this Deed.
- 12.2 Should the parties refer to Joint Expert Determination, the Parties will pay the Joint Expert's costs to carry out the matters outlined in clause 17 below in accordance with clause 17.4.
- 12.3 The Builder will reimburse the Owners Corporation reasonable expert costs in carrying out the matters outlined in clauses 3.7, 3.10 and 3.14 of this deed.

13. Release and Dismissal

- 13.1 On the Effective Date, the Parties, by their legal representatives, will sign orders by consent, and the Owners will file those consent orders in the New South Wales Civil and Administrative Tribunal, on the following terms:
- (a) The Proceedings be transferred to the Supreme Court of New South Wales;
 - (b) No orders as to costs with the intention that each party bears its own costs.
- 13.2 On the transfer of the Proceedings to the Supreme Court of New South Wales, the Parties, by their legal representatives, will sign orders by consent, and the Owners will file those consent orders in the Supreme Court of New South Wales, on the following terms:

- (a) The Supreme Court proceeding be adjourned for 12 months whilst works under a Deed of Settlement are being completed.

13.3 On Completion, the Owners Corporation unconditionally and irrevocably releases the Builder from the Claims save for any claim taken by a Party to enforce the terms of this Deed.

14. Payment to the Owners Corporation

14.1 The Builder must pay to the Owners Corporation the Settlement Sum in full by way of electronic funds transfer to the Bank Account within 20 Business Days of the Effective Date.

15. Confidentiality

15.1 This Deed, its contents and all negotiations leading up to this Deed are confidential.

15.2 Disclosure of information and any other matter agreed to be confidential by this Deed is not authorised unless:

- (a) complying with or enforcing this Deed;
- (b) seeking or obtaining legal or other professional advice in relation to this Deed;
- (c) seeking or obtaining any finance needed to comply with this Deed;
- (d) complying with any requirement of any regulatory body (including any relevant stock exchange); or
- (e) complying with a statutory legal requirement.

16. COVID-19

16.1 The Parties will comply with all laws and regulations promulgated by the Commonwealth of Australia and the State of New South Wales with respect to the human coronavirus known as COVID-19.

16.2 The Parties acknowledge that the Works to be performed within an occupied strata plan building (**Site**), having regard to those circumstances:

- (a) the Builder (or any contractors engaged by it) will ensure that it conducts all operations necessary for performance of the Works with appropriate public health practices;
- (b) the Builder will ensure that its employees, or other persons that the Builder causes to be on Site, will conduct themselves in accordance with appropriate public health practices;

- (c) the Builder will advise the Owners Corporation if any of its employees, or other persons that the Builder has caused to be on Site, reports as having COVID-19, or COVID-19 symptoms. That advice is to be communicated as soon as is reasonably possible after the Builder becomes aware of that situation;
- (d) the Owners Corporation will ensure that the strata plan building is managed in accordance with appropriate public health practices;
- (e) the Owners Corporation will ensure that the occupants of the strata plan building, or other persons that the Owners Corporation have caused to be on Site conduct themselves in accordance with appropriate public health practices;
- (f) the Owners Corporation will advise the Builder if any occupants of the strata plan building or other persons that the Owners Corporation have caused to be on Site, reports as having COVID-19, or COVID-19 symptoms. That advice is to be communicated as soon as is reasonably possible as after the Owners Corporation becomes aware of that situation;

16.3 Neither Party shall have a claim on the other for the cost of complying with the requirements of clause 16.2 above.

16.4 In the event that either Party is concerned about a non-compliance with the requirements of clause 16.2 above:

- (a) that concern, or those concerns, may be communicated to the other party providing adequate details, and requesting specific action or further information (**Concerns Notice**);
- (b) if the Builder has reason to believe that circumstances detailed in a Concerns Notice constitute a public health hazard, the Builder, after prior written approval is sought from the Owners Corporation, may suspend the Work, but must notify the Owners Corporation identifying that public health hazard, the steps necessary to address that public health hazard, and the steps the Builder is taking to leave the Works in a safe and secure state;
- (c) if the Owners Corporation have reason to believe that the circumstances detailed in a Concerns Notice constitute a public health hazard, then the Owners Corporation may issue a cease work notice to the Builder, identifying that public health hazard and the steps necessary to address that public health hazard, upon receipt of that notice the Builder must cease work ensuring the Works are left safe and secure and confirm that cessation to the Owners Corporation and confirm the measures the Builder has taken to leave the Works safe and secure;
- (d) a suspension under this clause 16.4 is limited to 2 calendar days (including the day the suspension commenced), after which the conditions of this Deed shall apply;

- (e) the Builder will be entitled to an automatic extension of time for the date for Completion of the Works to the extent of any suspension under this clause 16.4;
- (f) neither party shall have a claim on the other for costs incurred due to a suspension under this clause 16.4, unless the relevant Concerns Notice was not bona fide and was not issued in good faith;

16.5 In the event that the Work cannot proceed because of some legislative or regulatory restriction, then the Work shall be suspended on the following conditions:

- (a) the Builder will leave the Work safe and secure;
- (b) the Builder will be entitled to an automatic extension of time for the date for Completion of the Work to the extent of any suspension under clause 16.4;
- (c) Neither party shall have a claim on the other for costs incurred due to a suspension under this clause 16.4;
- (d) the Builder shall have 7 calendar days from the date on which the legislative or regulatory restriction is removed to recommence the Work.

17. Joint Expert Determination

17.1 To the extent that a Joint Expert Determination is required under clause 3.11 or 3.16 of this Deed, the Parties shall appoint an agreed and appropriately qualified joint expert determiner as the expert who shall perform the functions of the Joint Expert under this Deed, or to the extent that the experts referred to in this clause are unavailable, the Parties will attempt in good faith to agree upon a Joint Expert (**Joint Expert**).

17.2 The scope of the Joint Expert Determination will be to provide a final determination on:

- (a) whether or not Completion has been achieved for any item of Work; and/or
- (b) whether or not rectification works are required for any Category B Items; and/or
- (c) to the extent that rectification works are found to be required for any Category B Items, the appropriate method of rectification for any such item.

17.3 If the Parties are unable to agree upon a Joint Expert in accordance with clause 17.1 of this Deed, the Parties must request that the Chairperson of the Resolution Institute (New South Wales – Sydney Chapter) nominate an expert to act as the Joint Expert and the Parties must agree to this appointment.

17.4 The Parties will enter into a joint retainer agreement with the Joint Expert. The proportion of liability for the costs of the Joint Expert is to be decided by the Joint Expert based upon the reasonableness of the positions of the Parties referring an item for Joint Expert Determination.

17.5 Any such expert determination under this clause shall be in accordance with the Expert Determination Rules provided for by the Resolution Institute or as modified from time to time.

17.6 The expert determination is final and binding, except in the case of manifest error, unless otherwise agreed in writing by the Parties.

18. Miscellaneous

18.1 Entire Agreement

This Deed sets out the entire agreement between the Parties about the subject matter of this Deed and supersedes any representation, negotiations, arrangements, understandings or agreements and all other communications.

18.2 Counterparts

This document may be executed in any number of counterparts, all of which taken together are deemed to constitute the same document. A Party may rely on an electronically produced copy of this document or a counterpart, and the signatures and other marks in it, as though it is an original. This document is binding on each signatory despite any other signatory not having signed it.

18.3 Variations to this Deed

Any variation, modification or waiver of any provision in this Deed, or consent to any departure by a Party from a provision:

- (a) will be of no force or effect unless it is in writing and signed by each of the Parties to this Deed; and
- (b) will be effective only to the extent to, or for, which it is made or given.

18.4 Severance

Any provision of this Deed which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions of this Deed.

18.5 Representations

The Parties make the following representations to each other, and each Party acknowledges that it is aware that the other Party have relied upon the representations entering into this Deed:

- (a) there is no impediment to them entering into this Deed;

- (b) they have relied upon their own enquiries and have not entered into this Deed in reliance on, or as a result of, any representation, promise, statement, conduct or inducement by, or on behalf of, any other Party except as set out in this Deed;
- (c) they have taken, or have had the opportunity to take, independent legal advice as to the nature, effect and extent of this Deed; and
- (d) they are aware that they, their advisers, agents or lawyers may discover facts different from or in addition to the facts that they now know or believe to be true with respect to the subject matter of this Deed, but that it is their intention to, and they do, intend that the subject matter of this Deed is dealt with as set out in this Deed.

18.6 Notices

Any notice required to be given to a Party under this Deed may be served by giving it to that Party personally or sending it to that Party's email address for the service of notices as follows:

(a) **Owners Corporation:**

Name: The Secretary, The Owners - Strata Plan No. 102187
Address: C/- Net Strata
298 Railway Parade
Carlton NSW 2218
Email: nicole.kazzi@netstrata.com.au

(b) **the Builder, Forte Sydney Fund Management Pty Ltd ACN 618 740 579, Forte Sydney NSW Construction Pty Ltd ACN 632 543 670 and Xiaolu Li:**

Address: C/- Rosemont Partners
Suite 1408, Level 14
370 Pitt Street
Sydney NSW 2000
Email: et@rosemontpartners.com.au

(c) **the Developer:**

Name: Mitchell Avenue Development Pty Ltd ACN 615 564 586
Address: C/- Sui & Co Legal
Suite 333, 49-51 Queens Rd
Five Dock NSW 2046
Email: yuqing@suico.com.au

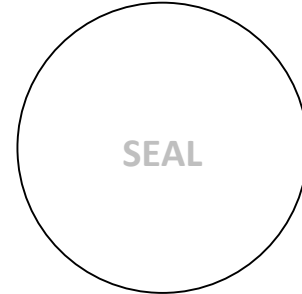
18.7 Governing Law

This Deed is governed by the law of New South Wales.

Signing Page

Executed as a deed.

**THE COMMON SEAL OF THE OWNERS –
STRATA PLAN NO. 102187** was hereunto
affixed in the presence of the following
being the person(s) authorised by section
273 of the *Strata Schemes Management
Act 2015* to attest the affixing of the seal.



Date: _____

Signature

Signature

Full name

Full name

Role

Role

**EXECUTED by Forte Sydney Fund
Management Pty Ltd ACN 618 740 579** in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by:

Signature (Sole Director/Secretary)

Full name

Role

DATE: _____

**EXECUTED by Forte Sydney Construction
Pty Ltd ACN 601 561 586** in accordance with
section 127(1) of the *Corporations Act 2001*
(Cth) by:

Signature (Sole Director/Secretary)

Full name

Role

DATE: _____

**EXECUTED by Forte Sydney NSW
Construction Pty Ltd ACN 632 543 670** in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by:

Signature (Sole Director/Secretary)

Full name

Role

DATE: _____

Signed, Sealed and Delivered by Xiaolu Li:

Signature

Witness Signature

Full name

Witness Full name

DATE: _____

**EXECUTED by Mitchell Avenue
Development Pty Ltd ACN 615 564 586** in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by:

Signature (Sole Director/Secretary)

Full name

Role

DATE: _____

Annexure "A"
WORK SCHEDULE

Category	Type
A	Builder agrees to rectify in accordance with Deed.
B	Builder agrees to investigate and thereafter provide a scope and method statement of rectification works (if any) and otherwise rectify in accordance with Deed.
C	Not pressed. No action required.

Defect Item No	Area	Issue	Location	Defect Noted	Item	Responsibility	Strata Committee Action
G01.1	Balcony	Balustrade	Living Room	Upon further investigation, the Author has observed the aluminium balustrade system to be functioning as a cantilever after subjecting it to a lateral force.	Structural	Builder	Investigate w/ Contractor -obtain quotes for rectification
G01.2	Balcony	Drainage	Falls	Failure of the Builder to provide suitable falls to the floor waste of the balcony as a consequence of poor workmanship at the time of original construction.	Structural	Builder	Pending Settlement in legal proceedings
G01.3	Balcony	Drainage	Drainage	Lack of installation of a secondary drainage overflow.	Structural	Builder	Pending Settlement in legal proceedings
G02.1	Balcony	Balustrade		Further cracking and separation was observed to the masonry bottom of the balustrade where the metal balustrade is connected showing evidence of an unstable foundation via means of rotational movement.	Structural	Builder	Investigate w/ Contractor -obtain quotes for rectification
G03.1	Bedroom 2	Balcony Door	Flashing	Upon close inspection, I observed that no subsill flashing (including any stop ends) have been installed and turned against the internal face of the balcony sliding door frame I observed the paint coating system to terminate short, and not be lapped on to the existing waterproofing provisions. I note that the lack of a coating system exposes the raw render allowing for water penetration in the absence of a membrane. Additionally, I note that the existing finish is incomplete and unsightly.	Structural	Builder	Pending Settlement in legal proceedings
G03.2	Courtyard	Waterproofing	Waterproofing	I observed evidence of water penetration in the form of water damage to the skirting board and water staining to the smooth edge of the carpet adjacent to the balcony sliding door. Upon close inspection, I observed that no subsill flashing (including any stop ends) have been installed and turned against the internal face of the balcony sliding door frame	Structural	Builder	overall works beign quoted for courtyard before issuing letter of demand with final quote to Bannermans
G04.1	Master Bedroom	Water Ingress	Water Penetration	Upon close inspection, I observed that no subsill flashing (including any stop ends) have been installed and turned against the internal face of the balcony sliding door frame	Structural	Builder	owner as the Builder/owner? completed waterproofing works in this apartment. In addition to the cracked tiles in the courtyard, the cement between large parts of the paving has washed away. Can we please obtain a quote to rectify this alongside the cracked tiles & plan as part of budget for FY24?
G04.2	Courtyard	Cracked Tiles	Tiles	Cracked tile on south-eastern end. I observed the footpath landing had subsided. This was evident by the even landing, slanting to one side. There was also evidence of water damage on the masonry balustrade adjacent wall. Upon measuring the incline, I recorded	Maintenance	Handyman	
G04.3	Courtyard	Landing	Foundation	55mm in a 1000mm. Upon inspection unit G05's bedroom, I observed that the Dintel wall had a cladding leak. To understand how this leak occurred, a further invasive inspection will be needed. On the exterior adjacent wall, extensive cracking to the pavement tiles was observed where the tiles meet the metal balustrade gate.	Structural	Builder	Pending Settlement in legal proceedings
G05.1	Bedroom	Water Ingress	Water Penetration	I have sighted evidence of water penetration to the slab planterbox junction in the courtyard of unit G05 that services as a retaining wall structure.	Structural	Builder	Obtain quotes for rectification , send letter of demand to Bannermans with final quote.
G05.2	Courtyard	Waterproofing	Planter Box	Upon inspection of Unit G05's courtyard, I observed water stains on the tiles. I later tested the falls of the tiles for drainage to discover there was no falls (with a measurement of 2mm / 1000mm).	Structural	Builder	Obtain quotes to fix before issuing letter of demand with quotes to Bannermans
G05.3	Courtyard	Drainage	Falls	When observing the balcony above unit G05 courtyard, I observed hairline cracking. I have measured the blade wall and the wall is in excess of six (6) metres and no control joint has been installed.	Structural	Builder	Obtain quotes for rectification , send letter of demand to Bannermans with final quote.
G05.4	Courtyard	Balcony	Cracking - Hairline	Whilst inspecting unit G06's courtyard, I observed a significant, circular-shape crack in the courtyard sliding door. It is of my opinion that the Builder has not sufficiently installed the glass sliding door and allowed for movement.	Structural	Builder	Obtain quotes for rectification , send letter of demand to Bannermans with final quote.
G06.1	Courtyard	Balcony Door	Cracked Frame	I have sighted evidence of water penetration to the slab planterbox junction in the courtyard of unit G06.	Structural	Builder	Check with owner, I believe this was fixed last year.
G06.2	Courtyard	Waterproofing	Planter Box	Upon inspection of Unit G06's west façade, I observed the nails were eroding on the trim under the window on the ground and first level.	Structural	Builder	Pending Settlement in legal proceedings
G06.3	West Façade	Paint	Nails		Maintenance	Painter	Obtain quotes to fix - there are other locations where this is an issue so a list needs to be compiled ahead of quoting. This issue is universal to all units i.e. U305 has this problem. Can we please obtain quotes to address this across the board? Will this fix the root cause?
G06.4	West and North Courtyard	Tiles	Efflorescence	Upon inspection of unit G06's courtyard, I found evidence of efflorescence on the tiles on the north and western end, adjacent to the balustrade wall. During the inspection, I observed several wet areas with a window installed within the enclosed shower recess.	Maintenance	High Pressure Clean	No Action - Strata Committee to Confirm - Confirm No action
G06.5	Bathroom	Bathroom Window		Upon inspection of unit G07's courtyard, I observed an exposed hole to a column that appeared to be leaking as there were water stains. There appears to be previous invasive work done to the column that was not repaired afterwards and has consequently caused further damage to the column.	Building Design	No Action	
G07.1	Courtyard	Water Ingress	Make Good Repairs	I had observed the existence of a hand rail of which is not supported to the façade	Structural	Builder	Obtain quotes for rectification , send letter of demand to Bannermans with final quote.
101.1	Balcony	Balustrade	Living Room	During the inspection, I observed several wet areas with a window installed within the enclosed shower recess.	Structural	Builder	Investigate w/ Contractor -obtain quotes for rectification
102.1	Ensuite	Bathroom Window			Building Design	No Action	No Action - Strata Committee to Confirm - Confirm No action
103	NO						
104.1	Ensuite	Waterproofing	Door Jamb	During the inspection of the Unit 104's ensuite bathroom, I observed an instance of corrosion to the left- hand side of the bathroom door jamb (when viewing into the ensuite).	Structural	Builder	Pending Settlement in legal proceedings This issue is universal to all units i.e. U305 has this problem. Can we please obtain quotes to address this across the board? Will this fix the root cause?
105.1	Courtyard	Tiles	Efflorescence	Upon inspection of unit 105's courtyard, I found evidence of efflorescence on the tiles. Upon entering the balcony off the living room, I had sighted that the balcony is 14.5m long and exceeds 10 squired meters where no control joints on balcony balustrade 14.5m long	Maintenance	High Pressure Clean	
105.2	Balcony	Control Joints	Living Room	Upon inspection of unit 106's balcony off the master bedroom I observed that the hob was too high to be an overflow, therefore, there is no performance measures to address blockages during heavily events of rainfall as expressed in DP1.2 NCC-Vol 3	Structural	Builder	Pending Settlement in legal proceedings
106.1	Balcony	Drainage	Hob	I had observed the existence of a hand rail of which is not supported to the façade	Structural	Builder	Investigate w/ Contractor - obtain quotes for rectification
106.2	Balcony	Balustrade	Master Bedroom		Structural	Builder	Check with owner, I believe this was fixed in 2021 by Builder
106.3	Ensuite	Shower Trim	Handyman		Maintenance	Plumber	Investigate w/ Contractor -obtain quotes for rectification
106.4	Balcony	Balustrade	Living Room	I had observed the existence of a hand rail of which is not supported to the façade	Structural	Builder	
106.5	Balcony	Cupping	Living Room		Structural	Builder	
107.1	Floorboards	Cupping	Living Room		Structural	Builder	
201.1	Balcony	Glass Scratches	Living Room	x20 scratches	Maintenance	Glazier	Is this a material issue?
201.2	Ensuite	Bathroom Window		water leak in the form of yellow water staining on the ceiling of the master bedroom near a light.	Building Design	No Action	No Action - Strata Committee to Confirm - Confirm No action
201.3	Master Bedroom	Water Ingress	Master Bedroom		Structural	Builder	Follow up with residents to check if this has been rectified before obtaining quotes
202.1	Balcony	Drainage	Falls	It was evident that there are insufficient falls for drainage of water.	Structural	Builder	Pending Settlement in legal proceedings
202.2	Ensuite	Bathroom Window		window installed within the enclosed shower recess.	Building Design	No Action	No Action - Strata Committee to Confirm - Confirm No action
203.1	NO						
204.1	Balcony	Control Joints	Living Room	Given that the wall is in excess of six (6) metres and no control joint has been installed.	Structural	Builder	Pending Settlement in legal proceedings
204.2	Balcony	Drainage	Falls	It was evident that there are insufficient falls for drainage of water.	Structural	Builder	To be managed by owner - issue commms re best practices to manage water pooling after rain

204.3	Bathroom	Drainage	Falls	Upon inspection of Unit 204's main bathroom, I observed ponding of water. It was evident that there are insufficient falls for drainage of water.	Structural	Builder	To be managed by owner - issue comms re best practices to manage water pooling
205.1	Bathroom	Mirror Cabinet	Handyman	observed the mirror cabinet was separating from the tiled wall. gas fitting is connected. The occupant advised me that there was a gas issue that had previously been fixed however the unsightly hole had not been mended.	Maintenance	Handyman	Follow up with residents to check if this has been rectified before sending a handyman out.
205.2	Balcony	Wall	Make Good Repairs	observed the mirror cabinet was separating from the tiled wall. gas fitting is connected. The occupant advised me that there was a gas issue that had previously been fixed however the unsightly hole had not been mended.	Maintenance	Handyman	Follow up with residents to check if this has been rectified before sending a handyman out.
206.1	Bathroom	Bathroom Window		window installed within the enclosed shower recess.	Building Design	No Action	No Action - Strata Committee to Confirm - Confirm No action
207							
301.1	Ensuite	Drainage	Falls	It was evident that there are insufficient falls for drainage of water. Upon inspection of unit 301's main bathroom I observed damage around the exhaust fan on the ceiling. I observed paint bubbles near the exhaust fan which in my opinion suggests water leakage. I believe it is necessary for a HVAC specialist to investigate this further.	Structural	Builder	To be managed by owner - issue comms re best practices to manage water pooling
301.2	Bathroom Exhaust	Exhaust Fan	HVAC Specialist		Maintenance	Mechanical Air	Obtain quotes to fix
302.1	Bathroom	Drainage	Falls	It was evident that there are insufficient falls for drainage of water. window installed within the enclosed shower recess.	Structural	Builder	To be managed by owner - issue comms re best practices to manage water pooling
302.2	Ensuite	Bathroom Window		It was evident that there are insufficient falls for drainage of water due to the floor waste being higher than the surrounding tiles.	Building Design	No Action	No Action - Strata Committee to Confirm - Confirm No action
303.1	Ensuite	Drainage	Falls	It was evident that there are insufficient falls for drainage of water. window installed within the enclosed shower recess.	Structural	Builder	To be managed by owner - issue comms re best practices to manage water pooling
304.1	Balcony	Cracked Tiles	Handyman	Cracked tiles	Maintenance	Handyman	Follow up with residents to check if this has been rectified before sending a handyman out.
304.2	Balcony	Control Joints	Living Room	Given that the wall is in excess of six (6) metres and no control joint has been installed. Upon inspection of unit 304's main bathroom I observed	Structural	Builder	Pending Settlement in legal proceedings
304.3	Bathroom	Shower Screen Seal	Handyman	that the shower screen was not sealed. I observed evidence of water penetration in the form of water staining to the carpet adjacent to the exterior facade.	Maintenance	Plumber	Check with owner, I believe this was fixed in 2021 by Builder
305.1	Bedroom	Water Ingress	Water Penetration	I observed evidence of water penetration in the form of water staining to the carpet adjacent to the exterior facade.	Structural	Builder	Obtain quotes for rectification , send letter of demand to Bannermans with final quote.
305.2	Balcony	Control Joints	Living Room	Given that the wall is in excess of six (6) metres and no control joint has been installed.	Structural	Builder	Pending Settlement in legal proceedings
305.3	Balcony	Drainage	Falls	It was evident that there are insufficient falls for drainage of water. window installed within the enclosed shower recess.	Structural	Builder	To be managed by owner - issue comms re best practices to manage water pooling after rain
306.1	Bathroom	Bathroom Window		It was evident that there are insufficient falls for drainage of water. I did not measure the falls as it's the measurement is irrelevant given that the surface drainage is not performing.	Building Design	No Action	No Action - Strata Committee to Confirm - Confirm No action
307.1	Bathroom	Drainage	Falls	It was evident that there are insufficient falls for drainage of water. I did not measure the falls as it's the measurement is irrelevant given that the surface drainage is not performing.	Structural	Builder	To be managed by owner - issue comms re best practices to manage water pooling
401.1	Balcony	Tiles	Efflorescence	room, I observed efflorescence leeching of the tile bed. Excessive deflections have been observed to the system, upon applying a lateral hand force to the top rail.	Maintenance	High Pressure Clean	This issue is universal to all units i.e. U305 has this problem. Can we please obtain quotes to address this across the board? Will this fix the root cause?
401.2	Balcony	Balustrade	Bedrooms	Excessive deflections have been observed to the system, upon applying a lateral hand force to the top rail.	Structural	Builder	Investigate w/ Contractor -obtain quotes for rectification
402.1	Skylight	Water Ingress		skylight was leaking. Excessive deflections have been observed to the system, upon applying a lateral hand force to the top rail.	Structural	Builder	Obtain quotes for rectification , send letter of demand to Bannermans with final quote.
402.2	Balcony	Balustrade	Living Room	Excessive deflections have been observed to the system, upon applying a lateral hand force to the top rail.	Structural	Builder	Investigate w/ Contractor -obtain quotes for rectification
402.3	Balcony	Drainage	Falls	ponding of water due to a lack of falls. To determine the extent of water damage, I pulled backed the carpet and observed water staining and damage to the smooth edge of the carpet.	Structural	Builder	To be managed by owner - issue comms re best practices to manage water pooling after rain
403.1	Bedroom 2	Water Ingress	Water Penetration	To determine the extent of water damage, I pulled backed the carpet and observed water staining and damage to the smooth edge of the carpet.	Structural	Builder	Obtain quotes for rectification , send letter of demand to Bannermans with final quote.
403.2	Bathroom	Bathroom Window		window installed within the enclosed shower recess.	Building Design	No Action	No Action - Strata Committee to Confirm - Confirm No action
403.3	Bathroom	Shower Screen Cracked		shower screen and cracked the bottom of the screen on installation. Excessive deflections have been observed to the system, upon applying a lateral hand force to the top rail.	Maintenance	Glazier	Is this a common property issue, or should the owner be completing this?
403.4	Balcony	Balustrade		I observed	Structural	Builder	Investigate w/ Contractor -obtain quotes for rectification
403.5	Balcony	Tiles	Efflorescence	efflorescence leeching of the tile bed . Upon inspection of Unit 403's balcony, I observed ponding of water. Upon inspection of another floor waste, I observed that the surrounding tiles were lower than the floor waste, stopping water to flow to the drain. It was evident that there are insufficient falls for drainage of water.	Maintenance	High Pressure Clean	This issue is universal to all units i.e. U305 has this problem. Can we please obtain quotes to address this across the board? Will this fix the root cause?
403.6	Balcony	Drainage	Falls	Upon inspection of the internal common area outside of unit 402, I observed paint bubbling on the wall and ceiling. Upon investigation of the rooftop above, I observed poor cover of the water heater pipes, some covered in extensive duct tape. There was also evidence of rusting around the base of the hot water system. In addition, I observed poor welding around the base of the pipes to the roof. It is of my opinion that due to this insufficient concealment of pipes, there is an internal leak coming into the ceiling of the internal common area outside unit 402.	Structural	Builder	To be managed by owner - issue comms re best practices to manage water pooling after rain
IC.1	Rooftop	Waterproofing	Heaters	Upon inspection of the basement entrance, I observed efflorescence leaching out of cracks in the masonry façade above the garage entrance.	Structural	Builder	Can we please check if this has been rectified - I believe Juliet had works done to remediate this
B1	Basement	Waterproofing	Planter Box	Upon inspection of the basement entrance, I observed efflorescence leaching out of cracks in the masonry façade above the garage entrance.	Structural	Builder	Pending Settlement in legal proceedings
B2	Basement	Waterproofing	Planter Box	G01 Planter	Structural	Builder	Pending Settlement in legal proceedings
B3	Basement	Paint	Maintenance	Peeling Paint	Maintenance	Painter	Obtain quotes to rectify
B4	Basement	Crack Injection	Efflorence	Upon inspection of the basement entrance, I observed water staining to the walls and extensive efflorescence. It is noted the efflorescence is leaching directly to the concrete driveway below. - Crack Injection + Clean	Structural	Builder	Pending Settlement in legal proceedings
B5	Basement	Sandstone	Structural	observed unstable sandstone supporting block work. Upon inspection of the basement behind car space 6, I observed no drainage system to pump out water.	Structural	Builder	Pending Settlement in legal proceedings
B6	Basement	Drainage	Floor	Upon inspection of the basement behind car space 6, I observed no drainage system to pump out water.	Structural	Builder	Obtain quotes for rectification , send letter of demand to Bannermans with final quote.
B7	Basement	Drainage	Floor	Upon inspection of the basement at the fire stairs, next to car space 30, I observed no drainage system to pump out water .	Structural	Builder	Obtain quotes for rectification , send letter of demand to Bannermans with final quote.
B8	Basement	Water Ingress	Stairs	I observed water ingress into the stairs along the Dincel walls. There was evidence of rusting on the	Structural	Builder	Obtain quotes for rectification , send letter of demand to Bannermans with final quote.
B9	Carwash Bay	Drainage	Falls	I observed water ingress into the stairs along the Dincel walls. There was evidence of rusting on the	Structural	Builder	Pending Settlement in legal proceedings

EC1	Planter Northern Side	Waterproofing		Upon observation of the external commons on the northern side of the building, I observed brown staining coming out of the planterbox slab as well as cracking of the planterbox. The existing waterproofing of the planter box has failed.	Structural	Builder	Pending Settlement in legal proceedings
EC2	Rear North	Drainage	Falls	Lack of falls	Structural	Builder	?
EC3	Toilet Block	Water Ingress	Roof Area	observed a leak coming from the cantilevered aluminium awning. I also observed water stains on the awning above the unisex toilet door.	Structural	Builder	Pending Settlement in legal proceedings
EC4	Rear North	Drainage	Falls	on the north side of the building, I observed that the grass was not even and the drainage pit near the hose seemed to be placed higher than the lid meaning that it is unable to receive runoff.	Structural	Builder	Pending Settlement in legal proceedings
EC5	Rear North	HVAC	HVAC Cover	Upon observation of the HVAC exhaust, water pooling on the top and the beginning of discolouration to the top cover. It is of my opinion	Maintenance	Painter	Obtain quotes to rectify
EC6	Balustrade - Above Basement	Balustrade	Above Car Park Entrance	Upon further investigation, the Author has observed the aluminium balustrade system to be functioning as a cantilever after subjecting it to a lateral force.	Structural	Builder	Investigate w/ Contractor -obtain quotes for rectification This issue is universal to all units i.e. U305 has this problem. Can we please obtain quotes to address this across the board?
EC7	Seating Area	Tiles	Grouting	I observed the grouting was poor.	Maintenance	High Pressure Clean	Will this fix the root cause?
EC8	Seating Area	Bolts	Handyman	Rusted Bolts	Maintenance	Handyman	Issue order for Handyman to complete. Do we know the root cause for this problem? I think this issue relates to the water ingress in G05 as well, so I think the works should be bundled with the scope/quotes to get this rectified.
EC9	Front Gate Tiles	Cracked Tiles		Broken	Maintenance	Handyman	
EC10	Gate	Rusting		Rusting I observed a peaking render, efflorescence,	Maintenance	Painter	Obtain quotes to rectify
F1	Eastern Side	Render + Capping		and loose capping at the top. I also observed a poor I observed a peaking render, efflorescence,	Structural	Builder	Obtain quotes for rectification , send letter of demand to Bannermans with final quote.
F2	N-Western Side	Render + Capping		and loose capping at the top. I also observed a poor	Structural	Builder	Obtain quotes for rectification , send letter of demand to Bannermans with final quote.
F3	Southern Side	Works not Completed		Repairs not completed	Structural	Builder	Obtain quotes for rectification , send letter of demand to Bannermans with final quote.
RT1	Rooftop	Waterproofing	Wall	Upon observation of the rooftop, I observed an unfinished wall that had not been weatherproofed according to AS4654.2.	Structural	Builder	Obtain quotes for rectification , send letter of demand to Bannermans with final quote.

FIRE SAFETY DEFECTS REPORT

at

**THE MITCHELL APARTMENTS
11-15 MITCHELL AVENUE, JANNALI**

Prepared For

THE OWNERS – STRATA PLAN NO 102187

Prepared by

**EAGLE FIRE + SAFETY
January & February 2023**

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Document No.	Rev No	Description	Date	Author	QA
22.011.001	0	Draft issued to Lawyers	20/02/2023	SS	
		Issued	24/02/2023	SS	TM

1. EXECUTIVE SUMMARY

Eagle Fire + Safety has been engaged by The Owners – Strata Plan No 102187 to carry out inspections of the common areas of the Mitchell Apartments, the scheme at 11-15 Mitchell Avenue, Jannali, NSW and to prepare a litigation compliant fire safety defect report.

These inspections were carried out over several days in December 2022 and January 2023 and a fire safety defect report was prepared in January and February 2023.

The inspections carried out at that time revealed a number of building fire safety defects, some of which are located in concealed areas (e.g. above ceilings).

The following defects were identified and have been described in detail in Section 6 of this report:

1. Incorrect and missing fan control labelling at fire indicator panel
2. Incorrect operation of carpark ventilation during fire trip
3. Lack of documentation at fire indicator panel
4. Emergency lighting circuit breakers not labelled
5. No fire damper baseline data (asset schedule) provided
6. Fire dampers not installed to lift lobby fresh air duct
7. Fire dampers incorrectly installed
8. Fire damper not installed to carpark exhaust shaft
9. Excessive gaps to edges and/or bottom of fire doors
10. Non-compliant fire door frame
11. No fire door installed to room opening from public lobby
12. Fire door compliance tags not mechanically fixed
13. No fire door baseline data (asset schedule/logbook) provided
14. No hose reel baseline data provided
15. Hydrant pipework not labelled
16. Hydrant block plans do not include design flows
17. Conflicting boost pressure signage
18. Isolation valves not secured in the open position
19. No means to dispose of test water at most disadvantaged hydrant
20. Hydrant pump room ventilation not adequately protected
21. Diesel pump exhaust discharge inappropriately located
22. Hydrant system commissioning records not available
23. Incorrect building description in fire engineering report
24. Hatched line markings do not extend the required distance from fire shutter in carpark
25. Fire collars missing to some PVC pipe penetrations
26. Copper pipes inadequately fire stopped
27. Various PVC conduits not fire stopped
28. Various PVC pipes not fire stopped
29. Various cables not fire stopped
30. Various metal pipes not insulated
31. Various PEX pipes not fire stopped
32. Electrical and communications cupboards inadequately smoke sealed
33. Water ingress to main switch room
34. Incompatible switch cover plate
35. Electrical schedule not provided

Also refer to Section 4.4 of this report for recommended further inspections that should be carried out to identify all instances of concealed defects.

2. INTRODUCTION

2.1. SCOPE OF ENGAGEMENT

Eagle Fire + Safety has received instructions from David Bannerman (Bannermans Lawyers) on behalf of The Owners – Strata Plan No 102187 to prepare an independent fire safety defect report. A copy of this letter of instruction dated 26 October 2022 has been attached in ANNEXURE A.

Sue Scott (Fire Safety Engineer) has conducted the building inspections and is the author of this report.

This fire safety defect report is intended to be used for litigation in NCAT against Truland Development, Forte Sydney Fund Management, Forte Sydney Construction, Forte Sydney NSW Construction, Xiaolu Li (the “Builder”) and Mitchell Avenue Development Pty Ltd (the “Developer”).

The fire safety defect report documents defects that are believed to have been caused due to errors, omissions or poor workmanship during the original construction of the building and not as a result of a lack of building maintenance by the Owners Corporation post construction.

2.2. QUALIFICATIONS AND EXPERIENCE OF SUE SCOTT

2.2.1. QUALIFICATIONS

- Unrestricted Accredited Practitioner (Fire Safety); FPAA – 2020
- Masters of Fire Safety Engineering (with Distinction); UWS – 2010
- Diploma of Fire Technology (with Distinction); Petersham TAFE – 2001
- Certificate IV in Fire Technology (with Distinction); Petersham TAFE – 1999
- Electrical Trade Certificate; Granville TAFE – 1988

2.2.2. EXPERIENCE

Thirty (30) years’ experience in fire protection engineering, building and fire protection compliance, fire safety measures assessment and maintenance, and management of fire safety rectification and upgrade projects.

2.2.3. AFFILIATIONS

- Member, Fire Protection Association Australia
- Member, IEAust Society of Fire Safety
- Member, Society of Fire Protection Engineers (USA)

2.2.4. CURRICULUM VITAE

A copy of the Author’s CV has been attached in ANNEXURE B.

2.2.5. EXPERT WITNESS CODE OF CONDUCT

I, Sue Scott hereby declare that I have read and agree to be bound by:

- NCAT Procedural Direction 3 – Expert Witnesses dated 28 February 2018, and
- Uniform Civil Procedure Rules (2005) Schedule 7 Expert Witness Code of Conduct

A copy of both these codes have been attached in ANNEXURE C and ANNEXURE D.

2.3. REPORT QUALIFICATIONS

2.3.1. ASSUMPTIONS

Assumptions (if any) made by the Author during the preparation of this report have been stated in the Defect Schedule (Sections 6 of this report).

2.3.2. LIMITATIONS

This report has been prepared to provide notice to the Builder and the Developer of the fire safety defects that have been identified (including those that require further investigation).

The report is a compliant litigation report and it satisfies the requirements of an Expert Witness Report under Section 5 of Uniform Civil Procedure Rules (2005) Schedule 7 Expert Witness Code of Conduct. A copy of these rules has been included in ANNEXURE D.

This report has been prepared with reasonable care and diligence, noting the report is limited to observations of fire safety measures that were visible and accessible at the time of inspection.

No testing or detailed performance assessment of the compliance and operation of existing fire safety measures was conducted, however maintenance records from the incumbent fire maintenance contractors (Winfire & Waratah Air) have been reviewed.

The inspection was generally undertaken from the ground or floor level only. Limited access to ceiling void areas in the building was achieved via existing access hatches and removal of light fittings and/or speakers.

Except as mentioned in this report, the following matters are not addressed:

- Structural adequacy of the building and related matters,
- Status or compliance of hidden or concealed features or services except as noted herein,
- Disabled Access compliance except as noted herein.

2.3.3. BASIS OF DEFECTS

The defects identified in this report are based on consideration of the following Acts, Codes and Standards:

- The Home Building Act 1989 – Section 18B – Warranties as to residential building work. A copy of Section 18B has been attached in ANNEXURE E
- National Construction Code (NCC) – 2016 Amdt 1 (Herein referred to as BCA). This document is publicly available online and has not been included in this report
- BCA referenced Australian Standards (Primary Standards). The referenced Australian Standards are not able to be reproduced in this report due to copyright restrictions
- Other applicable Australian Standards, as referenced by Primary Standards (Secondary Standards)

2.3.4. REFERENCED AUSTRALIAN STANDARDS

The BCA referenced Australian Standards deemed to be applicable at the time of construction and used in determining the level of compliance are:

- AS 1530.4 – 2014 Code for fire resistance tests of elements of construction
- AS/NZ 1668.1 – 2015 Code for ventilation and airconditioning systems – fire and smoke control
- AS 1668.2 – 2012 Code for ventilation and airconditioning systems – mechanical ventilation
- AS1682.2 – 2015 Code for fire, smoke and air dampers installation
- AS 1670.1 – 2015 Code for fire detection and alarm systems
- AS 1905.1 – 2015 Fire Door Code
- AS 2293.1 – 2005 Code for Exit and Emergency lighting systems
- AS 2419.1 – 2005 Code for fire hydrant systems
- AS 2441 – 2005 Code for installation of fire hoses
- AS 2444 – 2001 Code for installation of portable fire extinguishers
- AS 3000 – 2007 Australian Wiring Rules
- AS 3013 – 2005 Code for classification of wiring systems
- AS 3786 – 2014 Code for Smoke Alarms
- AS 4072.1 – 2005 Code for the protection of service penetrations and control joints

3. DESCRIPTION OF BUILDING

3.1. GENERAL DESCRIPTION

Currently erected upon the allotment is a residential building over seven (7) levels as follows:

- Two basement levels containing carparking facilities and residential storage cages
- Ground level to Level 3 containing seven (7) residential tenancies per level (total of 28 residential tenancies)
- Level 4 containing three (3) residential tenancies

The building fronts Mitchell Avenue on the southern side, Oxley Avenue on the eastern side, and is situated on a gently sloping block of land falling from south west to north east.

To account for the slope of the site, Levels Ground to Level 4 are split levels, with finished floor levels varying by approximately 1.5m on each level. The fire stair serving the upper levels of the building and the lift are located in the centre of the building and open to each level, which are referenced as levels LG, G, L1, 1, L2, 2, L3, 3, L4 & 4.

The building construction comprises concrete floor slabs, supporting columns, lift shafts and fire stair shafts. Internal bounding walls within the residential parts of the building are aerated concrete (Hebel) and steel framed, plasterboard construction. Internal walls within the carparking levels are generally concrete block construction.

The building appears to have been completed circa November 2020 based on the Final Occupation Certificate prepared by Tony Truong of Kudos Building Certification dated 11 November 2020.

Based on the dates of application for the below Construction Certificates, the Building Code of Australia (BCA) applicable to this building would be Volume 1 of NCC 2016 – Amdt. 1.

Construction Certificate No.	Prepared by	Date of Application	Date of Approval
8899-01-2019-CC	Trenton Jones of AE&D Group	26/04/2019	10/05/2019
8899-02-2019-CC	Trenton Jones of AE&D Group	26/04/2019	25/06/2019

3.2. BCA DESCRIPTION

For the purpose of the Building Code of Australia (BCA), the premises would be described as having:

Rise in Storeys:	5
Classification:	Class 2 (Residential), Class 7a (Carpark) & Class 7b (Storage)
Type of Construction:	Required to be Type A
Effective height:	Less than 25m.

3.3. STREET VIEW (MITCHELL AVENUE)



*(Source: Google Streetview)

STREET VIEW (OXLEY AVENUE)



*(Source: Google Streetview)

4. INSPECTION DETAILS

4.1. DATES OF INSPECTIONS

Site inspections were carried out on the following dates:

- 14/12/2022
- 15/12/2022
- 16/12/2022
- 12/01/2023
- 13/01/2023

4.2. AREAS INSPECTED

The inspection of the building involved inspection of all residential units and all accessible common areas of the building, with the exception of units 203 and 207, who did not make access available.

Inspections of the building façade were carried out from ground level and unit balconies only.

Inspections of the fire services within the units and lobby areas were limited to visual observations from floor level and to limited parts of the false ceiling areas as accessible through access hatches, return air grills and removal of some downlights and speakers via a step ladder.

No additional access hatches were created within units at the time of inspection due to cosmetic concerns and disruption to residents.

To inspect the false ceiling areas a combination of visual inspection (using a torch) and photographs at arm's length using a mobile phone camera were utilised.

Due to the lack of access hatches and numerous obstructions in the ceiling spaces (such as air-conditioning ductwork, thermal insulation, acoustic walls and general services), only a limited number of service penetrations, construction joints and the like were visible. *Due to these obstructions the inspections may not have identified all fire stopping defects within the ceiling spaces.*

The defects within concealed or limited access ceiling spaces and the like in this report are considered a reasonable representation of the concealed fire safety defects. These defects are likely to be replicated in other parts of the building that were not accessible / visible at the time of inspection.

4.3. INSPECTION EQUIPMENT

The following equipment was used during inspections:

- Samsung S8 mobile phone for photographs
- Precise Level Android App
- 4' A-frame step ladder
- Tape measure, torch and other incidental equipment.

4.4. FURTHER INSPECTIONS / INVESTIGATIONS / TESTING REQUIRED

4.4.1. FRESH AIR SUPPLY TO SERVICE ROOM ON LEVEL LG:

A fresh air supply is provided to a Service Room on Level LG, however it is not clear where this fresh air supply is fed from.

Further investigation will be required once the mechanical services baseline data has been provided (refer defect 6.3.1 below).

If the ducting serving this fresh air supply is found to pass through any building elements that are required to achieve a FRL, a fire damper will need to be provided and an access panel will need to be installed, such that access to the fire damper is available for routine service inspections.

4.4.2. POTENTIAL DAMAGE TO INSULATION WRAP

Two copper and steel pipe penetrations through the slab outside the south fire stair have water pooling around the penetration.

It is not clear at this stage if the insulation wrap surrounding these pipes has deteriorated to a point where it is ineffective in providing the required insulation rating, however the integrity of the wrap should be inspected once the issue causing the water to pool in this area has been resolved.

Manufacturer recommends that wrap is installed in dry locations and has advised that continual exposure to water may result in the foil delaminating from the core material of the wrap.

Once the issue causing the water to pool in this area has been resolved, the insulation wrap will need to be inspected for deterioration and replaced if deemed necessary (refer defect 6.8.9 below).

4.4.3. WATER INGRESS INTO MAIN SWITCH ROOM

There is evidence of water ingress into the main switch room on B1 Level. The walls appear to have been treated with some form of paint to the walls bounding the carpark perimeter drain.

Further investigation will be required from a water proofing specialist to ensure the water proofing issue in this location has been adequately addressed.

4.4.4. ELECTRICAL SERVICES

It was noted that the switch plate on the light switch in the main switch room is incompatible with the mounting block and may present an electrical hazard.

Additionally, it was noted that there was no electrical schedule provided at the House Services 2 board on Level G.

Both these issues should be investigated and addressed by an electrical specialist (refer defects 6.10.3 and 0 below).

5. DOCUMENTATION REVIEWED

- Building Code of Australia Assessment Report prepared for Truland Development by Peter Dix on 27 March 2018.
- Development Consent DA18/0393 granted by Sutherland Shire Council on 20 November 2018.
- Construction Certificate No. 8899-01-2019-CC approved by Trenton Jones of AE&D Group on 10 May 2019. A copy of the Construction Certificate has been attached in ANNEXURE F
- Construction Certificate No. 8899-02-2019-CC approved by Trenton Jones of AE&D Group on 25 June 2019. A copy of the Construction Certificate has been attached in ANNEXURE F
- Fire Engineering Report 138309.FER001b prepared by Holmes Fire dated 9 May 2019.
- Fire Engineering Construction Review prepared by Holmes Fire dated 16 September 2020.
- Final Occupation Certificate No. 5325 approved by Tony Truong of Kudos Building Certification on 11 November 2020. A copy of the Occupation Certificate has been attached in ANNEXURE G
- Fire Safety Schedule prepared by Tony Truong of Kudos Building Certification on 11 November 2020. A copy of the Fire Safety Schedule has been attached in ANNEXURE G
- Registered Strata Plan for SP102187 (Registered 19/10/2020)
- Various As-built drawings as necessary (Architectural, Electrical).
- Expert Building Defects Report prepared by The Construction Advisor dated 28 January 2021
- Expert Building Defects and Cost of Rectification Report prepared by Eagle Eye Building Consulting dated 25 February 2022.
- Strata Building Bond and Inspections Scheme (SBBIS) Strata Building Interim Inspection Report prepared by NSW Fair Trading dated 9 June 2022.
- Mechanical System Report prepared by Waratah Air dated 29 September 2022.
- Winfire Defects Report dated 16/01/2023 detailing all identified defects since January 2020.
-

NOTES:

- No Mechanical Services plans or design documentation have been provided or reviewed.
- No Hydraulic Services plans or design documentation have been provided or reviewed.
- No fire detection system plans or design documentation (other than minimal information on the electrical as-built drawings) have been provided or reviewed.