



CONTRACT OF APPOINTMENT

between

Community Title Scheme

and

Munroö Property Group Pty Ltd

Prepared on

THURSDAY, JUNE 22, 2023

A MEMBER OF STRATA COMMUNITY AUSTRALIA LIMITED

Contract of Appointment Body Corporate Manager

This contract must be completed in accordance with the Strata Titles Act 1988 and the Community Titles Act 1996 and their relevant Regulations.

REFERENCE SCHEDULE

Details of Corporation

Corporation Number

Name and Plan Number of Corporation

Name and address of property

ABN

Representatives of the Corporation

Name of main representative

Position held in Corporation

Telephone number

Fax

Email

Name of alternative representative (if any)

Telephone number

Details of Manager

Manager SCA Registration Number

Name of Manager (company or individual)

Business address

Telephone number

Facsimile

Email

ABN

ACN

Other Trading/Business Name(s) (if applicable)

Term of Appointment

Number of years

From (commencement date)

To (expiry date) (if applicable)

PLEASE NOTE: Where there is a contract (other than a contract that is for a period of 12 months or less) in force between the Corporation and the Manager and the corporation has had contractual arrangements with the Manager for at least 12 months the Corporation may terminate the contract by written notice given to the Manager at least 28 days before the termination of the contract.

1. Insurance

1.1 Manager's professional indemnity insurance details

Name of insurer

Certain Underwriters at Lloyds, Suite 2, Level 21 Angel Place, 123 Pitt Street, SYDNEY NSW

Name of policy holder

Munro Property Group

Policy Number

9010126PIN

Date policy commenced

30 April 2022

Date policy expires

30 April 2023

Level of cover

\$2,000,000 any one claim and in the aggregate excluding costs and expenses plus one reinstatement

1.2 Australian Financial Services Licence and Authorisations

(Insurance Companies/underwriting agencies/Insurance Broker/s)

Details of insurance services (dealing and advising service)	Authorising Licensee(s)
<p>Dealing service Arrange for a person to deal in a general insurance product[^] Issue, acquire, vary or dispose of a general insurance product[^] Apply for, acquire, vary or dispose of a general insurance product on behalf of another[^]</p> <p>Advising service Providing personal advice[^] Providing general advice[^] Providing factual information[^]</p>	<p>Munro Property Group Licence – 269567</p> <p>Mr Joshua Baldwin Mr Jason Nash Ms Flavia Ger Ms Alice Ross-Rogers Ms Pamela Krause Mr Neville Whittlesea</p>

1.3 Insurance Agency Fee and Commissions

1.3.1 INSURANCE AGENCY FEE AND COMMISSIONS

The Corporation acknowledges that it has been fully informed by receipt of this Appointment of the Manager's arrangements with the authorising licensees listed in Clause 1.2 (or with various insurers if the Manager, or the Manager's employer, holds an Australian Financial Services Licence) and that it has agreed that:-

- 1.3.1.1 the manager may receive or retain commissions on the placing of insurance or the insuring of risks by the Corporation;
- 1.3.1.2 if the insurance commission is less than 15% of the premium paid by the Corporation the Corporation will pay to the Manager a fee being the difference between the commission received and 15% of the premium.
- 1.3.1.3 such fee shall be in addition to the fee for services set out in Clause 2.1.

1.3.2 CURRENT PRACTICE

The purpose of this memorandum is to facilitate uniform disclosure of insurance agency fees and commissions received by Managers who are members of SCA (SA) and who comply with the conditions set out below.

SCA (SA) endorses the current practice of Managers deriving insurance commissions on insurance premiums paid on behalf of Owners Corporations. The conditions applicable to endorsement by SCA (SA) are as follows:-

- 1 such fees and commissions do not exceed 20% of the premium payable by the Owners Corporation.
- 2 in all cases the best interest of the client is the paramount criterion when presenting quotations from particular insurance companies or placing insurance with any insurance company or broker that they are an authorised representative of.

The distribution of this document by the Manager to the Corporation will serve as an announcement that such income is being received and that there is compliance with the restrictions as set out above.

2. Fees and Services

All fees must be listed and include GST

2.1 Annual fee and services

Total Annual fee

How often paid (annually, ½ yearly, quarterly, monthly or other)

Monthly in advance

Description of services to be provided by Manager in respect of annual fee payment

The Manager has the functions and duties provided for under the Act

including:- ACCOUNTING

Establish and operate a bank account in the name of the Corporation or a trust account for the Corporation;
 Keep books of account covering all income and expenditure and assets and liabilities of the Corporation;
 Prepare annual financial statements of all income and expenditure and assets and liabilities of the Corporation (the annual accounts);
 Issue notices for fees set and special fees levied by the Corporation;
 Pay invoices on behalf of the Corporation (provided reasonable funds are held by the Corporation);
 Reconciliation of account.

INSURANCE

Arrange insurance or renewal only with or through the authorising licensees listed in Clause 1.2 in accordance with the authority(ies) to provide insurance services listed in Clause 1.2, unless the Manager or the Manager's employer holds its own Australian Financial Services Licence covering the provision of the services;
 Arrange a valuation of the cost of reinstatement and replacement of the building/s when requested by the Owners Corporation;
 Prepare and lodge routine insurance claims with insurers/brokers (max. 15 minutes);
 Provide any other insurance services in respect of insurance products offered through the authorising licensees as listed in Clause 1.2, or as otherwise authorised by the Australian Financial Services Licence held by the Manager, or the Manager's employer.

DOCUMENTATION

Maintain register of owners names and addresses;
 Issue all Corporation search certificates and answer reasonable enquiries at the relevant cost of the applicant/enquirer;
 Deal with routine inwards and outward correspondence; Keep and supervise the use of the common seal;
 Keep the records of the Owners Corporation including minutes and ballots.

ANNUAL GENERAL MEETING

Convene, submit a budget and financial statement to and record minutes of the Annual General Meeting;
 Attendance at Annual General Meeting may be charged as **Additional Services** as set out in 2.2;
 Any meeting held outside the Manager's office may attract a fee for travel time as set out in 2.2;

MAINTENANCE - Arrange for minor (< \$1,000 or 15 minutes) repairs and maintenance of Corporations Common Property.

GUIDANCE - Provide guidance to the Corporation to enable the Corporation to carry out and perform its duties and functions, as set out in this clause.

GENERAL - Generally implement the decisions and instructions of the Corporation with respect to its duties and functions as set out in this contract.

2.2 Additional services paid by hourly rate or fixed fee

Hourly rate

Chargeable as follows

How often paid

\$220.00
(inc. GST)**In units of 6**
minutes

Within 14 days of the service being rendered.

Hourly Rate Table	Amount
Principal	\$565 p/h
Director	\$440 p/h
Senior Management Consultant	\$310 p/h
Management Consultant	\$220 p/h
Assistant Management Consultant	\$165 p/h
Financial Consultant	\$165 p/h
Admin Assistant	\$90 p/h
Description of services to be provided by Manager on hourly rate or fixed fee basis	Amount
ABN/GST registration / de registration / alteration	\$55.00
Affixing common seal	\$1.00
Answering requisitions or questions arising out of provision of Corporations Search Certificates	Hourly Rate
Any other services not included in this schedule	Hourly Rate
Arrange any major (> \$1,000 or 15 minutes) maintenance/repair/replacement of Owners Corporation Property (% of project value)	Hourly Rate
Arrange to review, revoke, prepare and lodge By Laws or Articles	Hourly Rate
Attendances to breaches of By Laws or Articles and dispute resolution	Hourly Rate
Attendances to Court	Hourly Rate
Attendances necessary for preparation of the register of the owners corporation under the Act	Hourly Rate
Attendance to overdrawn accounts: Establishment of overdraft facility Professional fees for administering an overdrawn account (per month) Disbursement fees and charges relating to an overdrawn account (per month)	Hourly Rate
Attendance to provide inspection of any records of the Owners Corporation and its Register to authorised persons, and responding to enquiries (Minimum charge 1 hour)	Hourly Rate
Attending meetings Inside the hours of 9.00 a.m. and 5.00 p.m. (Concluding before) on weekdays	\$165.00
Attending meetings outside hours of 9.00 a.m. and 5.00 p.m. on weekdays	\$220.00
Compiling records to enable preparation of accounts for audit purposes	\$165.00
Compiling records to enable preparation of accounts for lodgement of each BAS	\$110.00
Compiling records to enable tax preparation	\$220.00
Convene, distribute notices for and or attend Special General Meetings and or Committee Meetings	Hourly Rate
Counter signing of Corporation cheques (per month)	N/A
Creditor Compliance Management (per month) - Corporations with up to 15 Lots	\$6.50
- Corporations with 16 to 45 lots	\$14.67
- Corporations with 46 plus lots	\$20.75
Debt recovery letter Stage 2 / Stage 3	\$37.50 /\$66.00
Establishment of records and setting up of Corporation (per lot)	N/A
Facilitate Preparation of a maintenance plan for the property of the Corporation	Hourly Rate
Handling Building Defects	Hourly Rate
Instruct debt collectors and or solicitors and generally supervise or attend any legal proceedings or hearings affecting the Corporation	Hourly Rate
Insurance claim – preparation and lodgement of claim (exceeding 15 minutes) or non-agency policy	Hourly Rate
Keeping of keys (per annum)	\$5.00
Keep wage, taxation and other related records required by the Corporation	Hourly Rate
Liaison & administration with Accountants, Auditors, Architects, Actuaries Engineers, Builders, Lawyers Surveyors, Valuers or other professionals in relation to work or matters affecting the corporation	Hourly Rate
Maintain any additional accounts for the Corporation (eg investment, Sinking fund)	Hourly Rate
Search Certificate (payable by applicant) Non urgent (within 5 business days of receipt of payment)	\$55.00
Search Certificate (payable by applicant) Urgent (3-5 business days notice) – Priority Fee	\$99.00
Search Certificate (payable by applicant) Critically Urgent (1-2 business days notice) – Priority Fee	\$99.00
Preparation and lodgement of change of address (excludes lodgement fee)	Free
Preparation of records on transfer of management (Minimum 2 Hours)	Hourly Rate
Prepare and conduct Postal Ballot	Hourly rate
Property visits (other than the initial visit which is free)	Hourly Rate
Provide client payment history (where possible only) (paid by applicant)	Hourly Rate
Provide financial report other than for an AGM or prescribed by the Act	\$5.00
Public Officer fee (per month)	\$8.25

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Rectify record deficiency in new files at commencement of management	Hourly Rate
Supply of answers to requisitions and answers to other enquiries	Hourly Rate
Supply of copy documents and records of the Corporation (eg. Subdivision plan, past minutes or income and expenditure reports, etc.) plus copying costs (payable by applicant). Per Document.	Hourly Rate / Cost
Supply of restricted keys/ key cards / remotes (plus cost)	Cost
Travel time (plus reasonable travelling expenses) incurred to attend to any of the matters in this clause	Hourly Rate

2.3 Disbursement Fees

How often paid

Monthly in advance

Description of disbursement fees to be claimed by Manager	Amount
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(a)

The Manager shall be entitled to retain all fees paid by applicants for Corporation Certificates or similar enquiries.	Minimum \$66.00 per certificate, per Corporation
Archive box (Supply only)	\$22.00
Corporation Sign (plus cost)	\$100.00
Certificate of title/Copy of Plan of Subdivision/Plan search (plus cost)	Hourly Rate + Cost
Cheque summary notice	\$55.00
Common seal (plus cost)	Cost
Courier charges (plus cost)	Cost

(b)

Archive records storage fee (per box per month)	\$2.91
Computer charge (levy/ cheque)	\$18.33
Computer charge (cheque summary)	\$18.33
E-mail outwards	\$1.00
Facsimile inwards	\$3.50
Facsimile local outwards	\$3.50
Facsimile long distance outwards	Per facsimile + phone charge
Issue contribution/Levy notices (incl. postage & stationery) per notice	\$2.50
Photocopying, collating, & stapling per copy	\$3.75
Photograph (minimum of \$15.00)	\$15.00
Postage charges — standard letter	\$1.00
Postage charges other than standard (plus cost)	\$15.00
Fee for dishonoured members cheque	\$25.00
Process stop payment on cheque	\$50.00
Telephone Charge	
Up to 20 lots (per month)	\$10.00
21 to 80 lots (per lot per month)	\$25.00
81 lots or more (per lot per month)	\$40.00

Or, alternatively to (b)

(c)

Per lot per annum fixed fee covering all itemised disbursement fees listed above.	
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2.4 Review of fees (detail any review dates and CPI requirements)

Unless otherwise agreed:

- 2.4.1 the fees and additional fees provided for in 2.1 and 2.2 above will be increased annually on each anniversary of the commencement date of this Contract of Appointment by the increase in the CPI or 5 % whichever is the greater.
- 2.4.2 disbursement fees as set out in 2.3 above will be reviewed to reflect cost increases on 1 July during each year of the Term of Appointment.

3. Delegations to Manager

- 3.1 The Corporation may by instrument delegate any power or function of the Corporation other than a power or function that requires a unanimous resolution or a special resolution.
- 3.2 The Corporation by this instrument hereby delegates to the Manager absolutely all the powers and functions of the Corporation that are necessary to enable the Manager to perform its duties under this Appointment and the Act, and the power to sign on behalf of the Corporation all necessary documents pursuant to the Act, the Regulations and the Rules other than documents requiring a unanimous resolution or a special resolution. The Manager may delegate to an employee of the Manager any function or duty conferred on the Manager including a function or duty conferred by this delegation.

4. Authority to Pay

The Corporation authorises the Manager to disburse Corporation funds for the purpose of:

- 4.1 Payment of the annual fee for carrying out the Services specified in Clause 2.1,
- 4.2 Payment for performing the Additional Services specified in Clause 2.2
- 4.3 Payment for the disbursements fees listed in Clause 2.3;
- 4.4 Paying moneys in accordance with a budget approved by the Corporation;
- 4.5 Payment of insurance premiums and commission;
- 4.6 Payment of the cost of repairs and maintenance carried out with the authority of the Corporation or by the authority of the Manager and where performance of Additional Services is deemed by the Manager to be necessary for compliance with the Act;
- 4.7 Payment of all other day to day expenses incurred by the Corporation.

5. Duties/Obligations of the Manager

The Manager must perform the following duties and adhere to the following obligations:

- 5.1 Be entitled to act as a body corporate manager.
- 5.2 Act honestly and in good faith in the performance of the Manager's functions.
- 5.3 Exercise due care and diligence in the performance of the Manager's functions.
- 5.4 Not make improper use of the Manager's position to gain, directly or indirectly, an advantage personally or for any other person.
- 5.5 Hold all money held on behalf of the Corporation on trust for the Corporation.
- 5.6 Deposit trust money into an account authorised by the Act as soon as practicable after receiving trust money.
- 5.7 Keep detailed records of all trust money received and any disbursement of trust money.
- 5.8 Account separately for the money held for the Corporation.
- 5.9 Report at the Annual General Meeting.

5.7 FUNCTIONS OF THE MANAGER

The Manager has the functions conferred by the Act and the Regulations, the Rules of the Corporation, a resolution at a general meeting, a delegation by the Corporation and the matters set out in this instrument or an instruction from the Corporation representative.

5.8 DUTIES OF THE MANAGER

The Manager must:-include details of the professional indemnity insurance held by the Manager in compliance with the Act.

5.9 OBLIGATIONS OF THE MANAGER

The Manager must:-

- 5.9.1. perform the Services set out in Clause 2.1 in consideration of the fees there set out plus the disbursement fees set out in Clause 2.3.
- 5.9.2. perform the Additional Services at the rates or the fixed fees as set out in Clause 2.2 if requested by the Corporation or the committee of the Corporation or the Presiding Officer, secretary or substitute representative and agreed to by the Manager or where the Manager is engaged in dispute resolution involving the Corporation or where performance of Additional Services is deemed by the Manager to be necessary for compliance with the Act;
- 5.9.3. provide the insurance services specified in Clause 1.3 in respect of insurance products offered through the authorising licensees or in accordance with the terms of an Australian Financial Services Licence held by the Manager or the Manager's employer;
- 5.9.4. obtain and present quotations for insurance to the Corporation from authorising licensees;
- 5.9.5. not provide insurance services:-
 - (a) as a representative of any person who is not listed as an authorising licensee in Clause 1.2; or
 - (b) as a representative of a person who is listed in Clause 1.2 where the insurance service is outside the authority granted by that authorising licensee,

unless the Manager or the Manager's employer holds its own Australian Financial Services Licence covering the provision of the insurance services;
- 5.9.6. refer the Corporation to an appropriately authorised or licensed insurance adviser if the Corporation requires personal advice in relation to an insurance product and the Manager is not authorised to provide personal advice (as listed in Clause 1.2);
- 5.9.7. not receive any commissions (other than those referred to in Clause 1.3), trade discounts or other fees from contractors, professionals or other providers of services to the Corporation directly or indirectly unless disclosure of the commission is made in this agreement;
- 5.9.8. observe the Code of Professional Conduct of Strata Community Australia (SA) Inc. ("SCA (SA)") and any other guideline or standard formally approved or adopted by SCA (SA);
- 5.9.9. if there is a committee of the Corporation, report to the committee as required in writing by the committee, on the carrying out of the functions and duties conferred on the Manager by this instrument.
- 5.9.10. the committee may appoint the Manager to assist the secretary with its functions.

5.10 WARRANTIES OF THE MANAGER

The Manager warrants that:-

- 5.10.1. the Manager is a member of SCA (SA) and the Manager must immediately inform the Corporation should that membership cease and enter into an alternative (non SCA) contractual arrangement;
- 5.10.2. the Manager or an employee of the Manager (if applicable) holds an Australian Financial Service Licence with the appropriate licence authorisations or is an authorised representative of the authorising licensees listed in Clause 1.2 with authority to provide the financial services listed in Clause 1.2;
- 5.10.3. the Manager has been appropriately trained to provide the insurance services for which the Manager is authorised (as listed in the Clause 1.2) or as otherwise authorised under an Australian Financial Services Licence held by the Manager or the Manager's employer;
- 5.10.4. the Manager holds professional indemnity insurance that is sufficient to meet claims up to a level of the prescribed amount in any one year as required by the Act and will continue to hold such insurance at all times during the continuance of this Appointment.

6. Transfer/Assignment of this Appointment

The Manager may transfer or assign this Appointment in the following ways:

The corporation acknowledges that the Manager may transfer or assign its right, title, interest and benefit in the Contract of Appointment and that upon delivery to the Corporation of a Deed of Covenant whereby the transferee or assignee covenants to be responsible for compliance with the Manager's obligations pursuant to this Contract of Appointment and the Act the Corporation, unless it is reasonable to withhold its consent, shall consent to the transfer or assignment and upon request provide to the Manager and the transferee/assignee written evidence of that consent and the corporation's withholding consent to the transfer or assignment is presumed to be unreasonable if the transferee/assignee is a current full member of SCA (SA).

7. Indemnities

The Corporation will indemnify the Manager from:

INDEMNITY BY THE OWNERS CORPORATION AND LIABILITY OF MANAGER

- 7.1. The Manager is liable to the Corporation:-
- 7.1.1. only for services actually supplied; and
 - 7.1.2. on the terms of this Clause 7.
- 7.2. To the extent permitted by law the Corporation **hereby releases and indemnifies** the Manager and holds the Manager harmless from and against all actions, omissions, claims, demands, losses, costs, damages and expenses (including without limitation reasonable legal costs on a solicitor and own client basis) ("the loss") in relation to or arising directly or indirectly out of the performance or non performance by the Manager of any services or the exercise of its functions and powers pursuant to this Appointment or otherwise from any cause of action including negligence and including without limitation:-
- 7.2.1. defects or dangers arising in or out of the Corporation Property;
 - 7.2.2. arising from the failure of the Corporation to supply adequate information and advice or direction when requesting work to be performed by the Manager;
 - 7.2.3. arising from goods or services provided by or to third parties at the request of the Manager provided that such request was made in accordance with the provisions of this Appointment;
 - 7.2.4. arising from the handling or storage of goods, products or chemicals;
 - 7.2.5. resulting in death, bodily injury, damage to property or economic loss suffered by any person or persons whatsoever including members and occupiers of the property or part thereof;
- except to the extent that such loss is caused by or contributed to by the Manager's dishonesty or fraud.
- 7.3. If the Manager breaches its obligations in relation to the services and the Corporation has contributed to the Manager's breach, the Corporation agrees to indemnify the Manager immediately upon demand against any claim, or liability for loss to the extent that the Corporation has contributed to the breach.
- 7.4. This instrument evidences the resolution of the Corporation to grant this indemnity.
- 7.5. The Corporation must on demand repay to the Manager any amounts advanced by way of loan or otherwise by the Manager to it, and make good any funds overdrawn in the bank accounts of the Corporation.
- 7.6. The Corporation **hereby indemnifies** the Manager and will hold the Manager harmless against any claim cost or demand made by any third party in respect of monies lent, goods or services provided to or for the Corporation at the request of the Manager provided that such request was made in accordance with the provisions of this Appointment. This instrument evidences the resolution of the Corporation to grant this indemnity.
- 7.7. The Corporation must indemnify the Manager for all reasonable costs reasonably incurred by the Manager:
- 7.8.1. in connection with any matter relating to the Corporation or its property; or
 - 7.8.2. from the exercise, attempted exercise or non-exercise of any function under this

Appointment; or

- 7.8.3. in consequence of the manager being a party to any proceeding relating to the Corporation.
- 7.9. The Manager may exercise the power of the Corporation to levy fees and to cover extraordinary items of expenditure to cover the requirements for payment of any moneys due to the Manager.
- 7.10. If the Corporation defaults in payment of a pecuniary liability, the liability is enforceable against the unit holders jointly and severally.
- 7.11. The indemnities granted under this Clause survive termination of this Appointment.

8. Termination of Manager's Appointment

The Manager's appointment may be terminated in the following ways:

- 8.1. This Appointment may be terminated by notice of termination in the following ways:
 - 8.1.1. either party may terminate the Appointment at any time if the other party has committed a fundamental breach of the terms of this Appointment and fails to rectify such breach within a reasonable time after written notice from the other party specifying such breach.
 - 8.1.2. after the initial term of not less than twelve months the Corporation may by ordinary resolution of the Corporation, at a general meeting only, resolve to terminate this Appointment effective upon the expiry date or any anniversary of the expiry date by giving 28 days prior notice in writing to the Manager without having to specify the reason for termination.
 - 8.1.3. by the Manager after giving 3 business days notice at any time during the currency of this Appointment, if in the opinion of the Manager, the Owners Corporation, is either acting unlawfully or with disregard for the safety of persons on the Corporation Property.
 - 8.1.4. after the initial term the Manager may terminate the Appointment at any time after giving 28 days prior notice of termination in writing without having to specify the reason for termination.
- 8.2. The Corporation must comply with the Act and the Regulations when deciding to terminate the Appointment.
- 8.3. This Appointment will continue until the expiration of the period of 28 days referred to in Clause 8.5 or such earlier time as the records and funds of the Owners Corporation are collected pursuant to Clause 8.5.

If the Manager's appointment is terminated the following conditions/obligations will apply:

- 8.4. The Corporation will remunerate the Manager;
 - 8.4.1. pro-rata for services performed under Clause 2.1 up to the end of the Appointment; and
 - 8.4.2. for any Additional Services rendered pursuant to Clause 2.2; and
 - 8.4.3. for any outstanding Disbursement Fees at the rates specified in Clause 2.3; and
 - 8.4.4. for work required to effect the termination and transfer of records including the cost of preparation of additional financial statements.
- 8.5. The Manager must within 28 days of lawful termination of this Appointment as Manager return to the secretary (or to the chairperson if the manager has been appointed as secretary) of the Corporation all records relating to the Corporation or funds of the Corporation held or controlled by the Manager and will also provide a statement of income and expenditure and balance sheets up to the end of the Appointment.

9. Obligations of the Corporation

The Corporation must:

- 9.1 In carrying out its functions and powers act honestly and in good faith, and must exercise due care and diligence.
- 9.2 OBLIGATIONS OF THE CORPORATION**
The Corporation must:-

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- 9.2.1. have at all times a Presiding Officer, a secretary and a treasurer;
- 9.2.2. if the Corporation appoints a substitute representative, give the substitute representative appropriate powers to act;
- 9.2.3. make the Manager aware of any defects or hazards in the Corporation Property and make prompt decisions in relation to any necessary repairs maintenance or other works;
- 9.2.4. resolve and this instrument evidences, the resolution of the Corporation that the powers and functions of the Corporation delegated under the Act or otherwise to the committee, its Presiding Officer, secretary or delegates do not include the power or function to terminate this Appointment, which is a matter which must be dealt with only by the Corporation in General Meeting;
- 9.2.5. read the Product Disclosure Statement provided by the Manager before making a decision to purchase the insurance and decide as to the appropriate insurer, the amount of cover and the appropriate policy in good time to enable insurance renewal each year;
- 9.2.6. obtain a valuation of the cost of reinstatement and replacement of the building/s which the Owners Corporation is obliged to insure not less frequently than every five years;
- 9.2.7. ensure that the Presiding Officer or secretary or committee members shall not without giving seven days prior written notice to the Manager:-
 - (a) Issue a notice to convene an annual general meeting or a special general meeting of the Corporation; or
 - (b) Arrange a management committee Corporation.

9.3 COMMITTEE OF CORPORATION

The Corporation and the committee or subcommittee of the Corporation must ensure that:-

- 9.3.1. reasonable notice of all meetings of the committee and of any subcommittee/s are provided to the Manager;
- 9.3.2. copies of all minutes of the committee and of any subcommittee/s are provided to the Manager to enable the Manager to keep the records of the Corporation.

9.4 REPRESENTATIVE AND SUBSTITUTE REPRESENTATIVE OF THE CORPORATION

The Corporation must appoint the Presiding Officer as representative and may appoint a substitute representative as named in the Reference Schedule, being members of the committee of the Corporation, to communicate with the Manager and to receive communications from the Manager on behalf of the Corporation and to give instructions to the Manager upon which the Manager may act. The Corporation may from time to time appoint other members of the committee of the Corporation to be the chairperson and substitute representative and must give written notice to the Manager of such appointment whereupon the previous appointees shall cease to have the authority of the Corporation. Binding instructions to the Manager may only be given by a representative and in the event of any inconsistency or ambiguity the Manager may notify the chairperson the substitute representative and the committee in writing to seek clarity. The Manager shall be entitled to act upon a direct instruction applying the following order of precedence:-

- 9.4.1. from the Presiding Officer;
- 9.4.2. from the substitute representative;
- 9.4.3. from the secretary;
- 9.4.4. from the committee.

9.5 RESPONSIBILITY FOR REPAIRS AND MAINTENANCE

- 9.5.1. The Corporation is responsible under the Act and the Regulations for repair and maintenance of the Corporation Property. The Manager is not liable to the Corporation or to any other party in respect of any defects in the Corporation Property, failure to comply with any building or other

statutory regulations or town planning requirements or any need for repair or the existence of any danger or hazard unless:-

- (a) it has been brought to the attention of the Manager and the Manager fails to take steps within a reasonable time to make the Corporation aware of its need to make appropriate decisions in respect of and to raise funds for the necessary repairs maintenance or other works, or
- (b) the Manager has been instructed to arrange for the repairs maintenance or other works and sufficient funds are available for them to be carried out but fails to make such arrangements within a reasonable time,

9.5.2. The Manager is not required to:-

- (a) inspect the Corporation Property, attend itself to any repairs maintenance or other works, make itself aware of any defects in the Corporation Property, or remedy any failure to comply with the Building Code of Australia or other applicable requirements or town planning requirements or any need for repair or the existence of any danger or hazard; or
- (b) perform any services other than those referred to in Clauses 2.1, 2.2.

9.5.3. The Corporation acknowledges that:-

- (a) the Corporation is the entity in control of the premises and Corporation Property
- (b) the Corporation has an obligation to ensure the safety of any person/s at the premises and on or using the Corporation Property
- (c) the Manager as agent will nominate the Corporation as the Principal in respect of any contracts or agreements entered into on behalf of the Corporation and has no liability as the Principal. The Manager is not in the business of providing repairs and maintenance services to the Corporation and will not do so.

9.5.4. The Corporation must ensure:-

- (a) compliance with the obligations under the WHS Act including but not limited to:
 - (i) obligations as employers for its employees and others at its Place of Work;
 - (ii) the obligations as occupier of premises;
 - (iii) obligations it has as controller of any plant or substance used by people at its *Place of Work*;
- (b) that it and all persons employed or engaged by it or on its behalf comply at all times with the requirements of the WHS Act and any directions, manuals, policies or rules formulated from time to time by the Corporation;
- (c) that it has systems in place to assess and eliminate risks and hazards at the Corporation Property and premises which meet the standards required by the WHS Act;
- (d) that where risks and hazards cannot be eliminated the risks and hazards are adequately controlled in a way which meets the standard required by the WHS Act;
- (e) that all persons employed or engaged by it at the Corporation Property are appropriately trained and supervised;
- (f) that only qualified persons are engaged to carry out any third-party work.

9.5.5. The Corporation will to the extent permitted by law, indemnify the Manager against all claims for any loss or damage which may arise as a result of any breach by the Corporation of obligations applicable to the principal contractor under the WHS Act,

9.5.6. The terms used in this Clause shall have the same meaning as in the WHS Act.

10. Dispute/Complaints process

Without derogating from the Act in regards to formal complaints the Corporation and Manager may:

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10.1 DISPUTE RESOLUTION INVOLVING THE CORPORATION OWNERS OR OCCUPIERS NOT INVOLVING COMPLAINT AGAINST THE MANAGER

- 10.1.1 The Manager may if requested by the Corporation or the committee of the Corporation, enter in to dispute resolution on the Corporations behalf.
- 10.1.2 If the Manager participates in any dispute resolution process, attends on receipt or issue of a complaint, issues or receives any Notices or takes part in any proceeding the Manager will be entitled to payment of the fees and charges set out in Clause 2.2 from the Corporation.

10.2 DISPUTE RESOLUTION INVOLVING A COMPLAINT AGAINST THE MANAGER BY THE CORPORATION OR A LOT OWNER.

- 10.2.1 The party making the complaint must prepare a written statement setting out the complaint and inviting the Manager and any other party or parties to a meeting.
- 10.2.2 The party making the complaint must serve a copy of the complaint on the Manager and the secretary of the corporation and if appropriate, on any other party involved.
- 10.2.3 The parties to the dispute may meet at their discretion to mediate an outcome at a time and date that is mutually convenient to all parties. A response to the complainant must be made 14 days after receipt or after mediation whichever is the greater;
- 10.2.4 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting and each party shall have the right to make submissions.
- 10.2.5 In the event that the dispute remains unresolved then the party making the complaint may escalate the matter to the Magistrates Court as per the Act.

11. Additional conditions/provisions

The following additional conditions/provisions apply:

11.1 ENTIRE AGREEMENT

This document embodies the entire agreement between the parties and any previous or simultaneous negotiations, representations, arrangements and agreements are superseded by this Appointment. No amendment or variation may be made to the terms of this Appointment other than in writing executed by each of the parties.

11.2 SEVERANCE

In the event that any condition or provision of this Appointment is held to be invalid or unenforceable for any reason whatsoever that condition or provision shall be read down to the extent necessary to give it, if possible, partial operation, but if that is not possible the condition or provision may be severed and the remainder of this Appointment shall remain in full effect.

11.3 Disclosures of Interest

Disclosure by the Manager of entities that have association with the Manager and the nature of the association.

11.4 SPECIAL CONDITIONS

Additional Special Conditions (if any) are attached. If agreed, these Special Conditions make amendments to the Appointment.

12. Definitions/Interpretations

INTERPRETATIONS

- 12.1 "Act" means the Strata Titles Act 1988 or the Community Titles Act 1996 or any relevant Additional or alternative strata or community title Act and any applicable regulations made pursuant to that Act as amended from time to time.
- 12.2 "Additional Services" means the additional services set out in Clause 2.2.
- 12.3 "Appointment" means this Instrument of Appointment of Manager and includes any Special Conditions.
- 12.4 "Arrange" means to arrange for the issue of the Policies by initiating applications for a contract of insurance or facilitating the renewal of a contract of insurance.
- 12.5 "Australian Financial Services Licensee" means a person who holds an Australian financial service licence under the Corporations Act 2001.
- 12.6 "Authorised Representative" has the meaning given to that term under section 761A of the Corporations Act 2001.
- 12.7 "General advice" means any recommendation or statement of opinion intended to influence a person to make a decision in relation to a Policy that is not Personal Advice.
- 12.8 "GST" means the tax levied by A New Tax System (Goods and Services Tax) Act 1999 (Cth.)
- 12.9 "Manager" means the Manager named in the Reference Schedule and includes its successors and assigns and its officers and employees.
- 12.10 "WHS Act" means the Work Health and Safety Act 2012 (SA).
- 12.11 "Corporation Property" means the common property of the Corporation and any chattels, fixtures, fittings, equipment and services on common property or provided by the Corporation to lot owners, occupiers or the public.
- 12.12 "Personal advice" means any recommendation or statement of opinion intended to influence a person to make a decision in relation to a Policy where one or more of the person's objectives, financial situation or needs have been considered or a reasonable person might expect those matters to have been considered.
- 12.13 "SCA (SA)" means Strata Community Australia South Australia Inc.
- 12.14 "Services" means the services set out in Clause 2.1 and the Additional Services set out in Clause 2.2.

13. GST

The fees and disbursement fees are inclusive of GST at a rate of 10%; and will be amended appropriately if the rate of GST changes so that the GST exclusive fees and disbursement fees payable to the Manager remain unchanged.

14. Declarations and Signatures

Corporation Declaration and Signature

The Corporation hereby appoints the Manager specified in this contract to carry out the duties and meet the obligations specified in this contract and act on behalf of the Corporation in accordance with the Act

Signature (being an authorised officer or agent of the Corporation)

Name (Print Full Name)

Date: _____

Appointed Manager Declaration and Signature

I agree to carry out the duties and meet the obligations specified in this contract. I agree to act on behalf of the Corporation in accordance with the Act.

Signature

Name (print full name)

Date: 22 June 2023
