

20th June 2018

**SAILFISH POINT COMMUNITY TITLES SCHEME CTS 20973
MEMORANDUM TO UNIT OWNERS**

We enclose herewith Notice of an Extraordinary General Meeting to be held at **BURLEIGH BEARS FOOTBALL CLUB ON THURSDAY, 19 JULY 2018 AT 10.00 A.M.**

This meeting has been convened to approve various building items.

We advise the following regarding voting;

- 1. Please ensure all levies are paid up to date.** If you are un-financial your vote will be not be counted.
- 2. If you own your Lot is in the name of a company please ensure that a copy of your company nominee form is provided.** If your entitlement to personally vote on behalf of this company can not be established your vote will not be counted.
- 3. If you are voting under a Power of Attorney please ensure that a copy of this Power of Attorney is provided prior to the meeting date.**
- 4. Exercise of proxies:-**
 - A Body Corporate Manager is prohibited from exercising a proxy
 - Proxies must be completed and handed to the Secretary before the start of the meeting.
 - A person must not exercise proxies for more than 10% of Lots or in the event that there are fewer than 20 Lots, more than one proxy
 - A proxy cannot be used for the election of committee members

We ask that if you are unable to attend this meeting, would you kindly return your Voting Papers or Proxies in order that your vote may be recorded.

It is very important for all Owners to note that there is a very strict interpretation of the legislation regarding the delivery of voting papers, proxies and ballot papers for a General Meeting. Section 84(2) of the Accommodation Module provides that a voter may complete a voting paper and give it to the secretary by hand, by post, by email or by facsimile before the start of the meeting. Therefore please note that they must be received by the Secretary personally, by post or by facsimile and that should voting papers, proxies or ballot papers come via a third party, THEY ARE INVALID. Accordingly, in order for your votes to be valid, please return directly to our office.

Yours faithfully

on behalf of the Secretary from Sailfish Point

**PROXY FORM
FOR BODY CORPORATE GENERAL MEETINGS**

TO: The Secretary
SAILFISH POINT CTS 20973
C/- Complete Body Corporate Services
P O Box 400 Southport QLD 4215

*I/We (full name(s)).....
Owner(s) of Lot(s)

Name of Scheme: BODY CORPORATE FOR SAILFISH POINT CTS 20973

Appoint (full name)

**(Important note! You MUST write the actual name of the person you are appointing –
e.g. "Chairperson" is not acceptable)**

as * my/our proxy to vote on *my/our behalf (including adjournments) at**:-

(1) the Extraordinary General Meeting to be held on **THURSDAY, 19 JULY 2018 AT 10.00 A.M**

OR

(2) all General Meetings held before (expiry date).

OR

(3) all General Meetings held during the rest of the Body Corporate's financial year (extent of appointment period allowed under section 106(e) of the Body Corporate and Community Management (Accommodation Module) 2008).

unless *I/we serve you with a prior written withdrawal of the appointment.

Dated at..... on

Signature(s) of owners(s)

(all co-owners to sign)

Signature of proxy holder

Residential Address

Postal Address

NOTES FOR USE

1. *The Body Corporate and Community Management (Accommodation Module) 2008 provides certain restriction on the use of proxies, including the ability to prohibit the use altogether.*
2. *Section 106(e) of the Body Corporate and Community Management (Accommodation Module) 2008 provides that a proxy for a general meeting lapses at the end of the body corporate's financial year or a shorter period stated in the proxy*

COMPANY NOMINEE FORM**TO BE USED BY A COMPANY**

NOTICE TO BODY CORPORATE UNDER SECTION 81
(Accommodation Module) Regulation 2008

TO: The Secretary
SAILFISH POINT CTS 20973
C/- Complete Body Corporate Services
P O Box 400 Southport QLD 4215

LOT/S:

TAKE NOTICE hereby authorises either of the following:-

<u>Name of Nominee</u>	<u>Residential/Business Address</u>	<u>Address for Service of Notices</u> <i>(If different from Residential/Business Address)</i>

In accordance with Section 81 of the Body Corporate and Community Management Act (Accommodation Module) Regulation 2008 to exercise or perform on its behalf any power, authority, duty or function conferred by or under that Act on it as proprietor of Lot/s in SAILFISH POINT Community Titles Scheme 20973.

DATED THIS DAY OF 2018

THE COMMON SEAL of

hereunto affixed by authority of its
Board of Directors in the presence of

.....

Director

.....
Secretary

PLEASE NOTE:

A vote cast at a meeting of the Body Corporate by or on behalf of a corporation has no effect unless the Body Corporate has been given notice in writing specifying the name of the Company Nominee of the Corporation. A company cannot appoint a proxy – only a company nominee. This nominee may, however, appoint a proxy.

**STATEMENT REGARDING MEETING PROCEDURE
AND VOTERS' RIGHTS FOR
A GENERAL MEETING**

1. The Regulations* define who is entitled to vote at a Meeting of the Body Corporate.
2. The Regulations** set out how a person can vote at a Meeting of the Body Corporate.
3. A Notice is enclosed for a corporate owner to appoint a Company Nominee to vote on its behalf.
4. A person cannot vote on a motion requiring an Ordinary Resolution or a Special Resolution, or, in an election ballot, if a contribution, instalment or penalty due to the Body Corporate has not been paid.
5. A person has 1 vote for each lot the person owns or represents.
6. Where there are 2 or more co-owners of a lot, a vote by any one of the co-owners will be counted as the vote for the lot unless a contrary vote is cast by another co-owner in which case no vote will be counted for the lot.
7. A voter may demand that a motion requiring an Ordinary Resolution be determined by a poll of the Contribution Schedule lot entitlements of voters, instead of on the basis of one vote for each lot. The demand may be made in writing beside the motion where it appears on the Voting Paper, or personally at the Meeting by the owner or the owner's proxy.

Please Note: Pursuant to Section 109 of the BCCM Act 1997 that a Poll Vote cannot be requested for an Ordinary Resolution being decided by Secret Ballot

* See for example Section 81 of the (Accommodation Module) Regulation 2008

** See for example Section 84 of the (Accommodation Module) Regulation 2008 which provides that a person may vote in any of the following three ways:-

- ◆ in person at the meeting
- ◆ in writing, by completing a "Voting Paper" and returning it promptly to the Secretary at the address shown on the Agenda page.
- ◆ by appointing a proxy to vote on the persons behalf

Body Corporate and Community Management Act 1997

**NOTICE OF EXTRAORDINARY GENERAL MEETING
OF THE BODY CORPORATE**

To: All Owners
SAILFISH POINT CTS 20973

You are advised that an Extraordinary General Meeting for-

**BODY CORPORATE FOR SAILFISH POINT CTS 20973
IS TO BE HELD AT BURLEIGH BEARS FOOTBALL CLUB
ON THURSDAY, 19 JULY 2019 AT 10.00 A.M.**

Please read the attached notice which sets out your rights and responsibilities in respect of the meeting.

The following agenda sets out the substance of the motions to be considered at the meeting. The full text of each motion is set out in the accompanying "Voting Paper". An explanatory note by the owner proposing a motion may accompany the agenda.

AGENDA

1. Attendance record and Apologies.
2. Admittance of proxies and voting papers.
3. Consideration of following motions:-

<i>Motion No.</i>	<i>Substance of Motion</i>
1.	Ordinary Resolution – Previous Minutes
2.	Ordinary Resolution – Administration Fund Budget
3.	Ordinary Resolution – Sinking Fund Budget and Contributions
4.	Ordinary Resolution – Pool Hand Rail
5.	Ordinary Resolution – Wooden Fencing (submitted by Lot 85)
6.	Ordinary Resolution – Water Pipe Repair (submitted by Lot 102)
7.	Resolution without Dissent - Pontoon (submitted by Lot 102)
8.	Ordinary Resolution – Election of New Body Corporate Manager

Body Corporate Manager

Dated: 13 June 2018

Please reply to:
The Secretary
C/- P O Box 400
Southport QLD 4215
Tel: 07 5591 7505

**SAILFISH POINT COMMUNITY TITLES SCHEME 20973
VOTING PAPER**

If you want to vote using this voting paper, then mark either "YES", "NO" or "ABSTAIN" (eg by a circle) printed opposite each motion you wish to vote on. You may vote for as few or as many motions as you wish. It is not necessary to vote on all motions. After signing the completed voting paper, forward it promptly to The Secretary, SAILFISH POINT, C/- P O Box 400, Southport QLD 4215 or Email: info@completebodycorporate.com

Motion No.	Motion	Vote																								
1.	ORDINARY RESOLUTION – Previous Minutes Statutory Motion That the Minutes of the Annual/Extraordinary General Meeting held on Insert and circulated to owners thereafter be adopted as a true and correct record.	YES/NO/ABSTAIN																								
2.	ORDINARY RESOLUTION – Administration Fund Budget Submitted by the Committee – Statutory Motion That owners approve the Administration Fund Budget as presented.	YES/NO/ABSTAIN																								
3.	ORDINARY RESOLUTION - Sinking Fund Budget & Contributions Submitted by the Committee – Statutory Motion Motion with Alternatives It is resolved by Ordinary Resolution that approval be granted to approve one of the following two (2) alternatives for the Sinking Fund Budget & Contributions year ending 31 December 2018. ALTERNATIVES That pursuant to Section 137(1) of the Body Corporate and Community Management Act (Accommodation Module) Regulation 2008, the Sinking Fund for the year ending 31 December 2018 be increased by 10% to \$45,381.8750 Gross including GST (being \$9.5520 per unit of entitlement) and that pursuant to Section 139(1) of the Body Corporate and Community Management Act (Accommodation Module) Regulation 2008, and the contributions in respect to the Sinking Fund shall be subject to a discount of 20% if paid by the due date which shall be due & payable as follows:- <table border="1"> <thead> <tr> <th>Period</th><th>Contribution per Unit of Entitlement</th><th>Due Date for Payment</th></tr> </thead> <tbody> <tr> <td>01/01/18 – 31/03/18</td><td>\$2.2000</td><td>30/01/18-already levied</td></tr> <tr> <td>01/04/18 – 30/06/18</td><td>\$2.4506</td><td>30/08/18</td></tr> <tr> <td>01/07/18 – 30/09/18</td><td>\$2.4506</td><td>30/10/18</td></tr> <tr> <td>01/10/18 – 31/12/18</td><td>\$2.4506</td><td>30/12/18</td></tr> </tbody> </table> And further that, pursuant to Section 139(3) of the Body Corporate and Community Management Act (Accommodation Module) Regulation 2008, as the levies for this Body Corporate are collected in three - monthly instalments the Treasurer be authorised to issue the levy notices for the first half of the ensuing financial year at the same annual rate as follows:- <table border="1"> <thead> <tr> <th>Period</th><th>Contribution per Unit Of Entitlement</th><th>Due Date for Payment</th></tr> </thead> <tbody> <tr> <td>01/01/19 – 30/03/19</td><td>\$2.3880</td><td>28/02/19</td></tr> <tr> <td>01/04/19 – 30/06/19</td><td>\$2.4506</td><td>30/04/19</td></tr> </tbody> </table> <i>Please Note: This is the Committee's recommendation</i> OR <i>Continued...</i>	Period	Contribution per Unit of Entitlement	Due Date for Payment	01/01/18 – 31/03/18	\$2.2000	30/01/18-already levied	01/04/18 – 30/06/18	\$2.4506	30/08/18	01/07/18 – 30/09/18	\$2.4506	30/10/18	01/10/18 – 31/12/18	\$2.4506	30/12/18	Period	Contribution per Unit Of Entitlement	Due Date for Payment	01/01/19 – 30/03/19	\$2.3880	28/02/19	01/04/19 – 30/06/19	\$2.4506	30/04/19	YES/NO/ABSTAIN
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01/04/19 – 30/06/19	\$2.4506	30/04/19																								

I/We require that this voting paper, completed by me/us, be recorded as my/our vote in respect of the motions set out above.

I/We have signed the bottom of each page comprising of this voting paper

Signature(s) of Voter(s)Name(s) of Voter(s)

Date Lot No.....

SAILFISH POINT COMMUNITY TITLES SCHEME 20973**VOTING PAPER CONTINUED**

3. Continued	<p>2. That pursuant to Section 137(1) of the Body Corporate and Community Management Act (Accommodation Module) Regulation 2008, the Sinking Fund for the year ending 30 March 2018 to remain at \$41,256.25 Gross including GST (being \$8.6836 per unit of entitlement) and that pursuant to Section 139(1) of the Body Corporate and Community Management Act (Accommodation Module) Regulation 2008, and the contributions in respect to the Sinking Fund shall be subject to a discount of 20% if paid by the due date which shall be due & payable as follows:-</p> <table border="1"> <thead> <tr> <th><u>Period</u></th><th><u>Contribution per Unit of Entitlement</u></th><th><u>Due Date for Payment</u></th></tr> </thead> <tbody> <tr> <td>01/01/18 – 31/03/18</td><td>\$2.2000</td><td>30/01/18-already levied</td></tr> <tr> <td>01/04/18 – 30/06/18</td><td>\$2.1833</td><td>30/08/18</td></tr> <tr> <td>01/07/18 – 30/09/18</td><td>\$2.1833</td><td>30/10/18</td></tr> <tr> <td>01/10/18 – 31/12/18</td><td>\$2.1833</td><td>30/12/18</td></tr> </tbody> </table> <p>And further that, pursuant to Section 139(3) of the Body Corporate and Community Management Act (Accommodation Module) Regulation 2008, as the levies for this Body Corporate are collected in three - monthly instalments the Treasurer be authorised to issue the levy notices for the first half of the ensuing financial year at the same annual rate as follows:-</p> <table border="1"> <thead> <tr> <th><u>Period</u></th><th><u>Contribution per Unit Of Entitlement</u></th><th><u>Due Date for Payment</u></th></tr> </thead> <tbody> <tr> <td>01/01/19 – 30/03/19</td><td>\$2.1875</td><td>28/02/19</td></tr> <tr> <td>01/04/18 – 30/06/18</td><td>\$2.1833</td><td>30/04/18</td></tr> </tbody> </table> <p><i>Please refer to the Explanatory Notes for further information and instructions on how to vote on a Motion with Alternatives.</i></p>	<u>Period</u>	<u>Contribution per Unit of Entitlement</u>	<u>Due Date for Payment</u>	01/01/18 – 31/03/18	\$2.2000	30/01/18-already levied	01/04/18 – 30/06/18	\$2.1833	30/08/18	01/07/18 – 30/09/18	\$2.1833	30/10/18	01/10/18 – 31/12/18	\$2.1833	30/12/18	<u>Period</u>	<u>Contribution per Unit Of Entitlement</u>	<u>Due Date for Payment</u>	01/01/19 – 30/03/19	\$2.1875	28/02/19	01/04/18 – 30/06/18	\$2.1833	30/04/18	<input type="checkbox"/>
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4.	<p>ORDINARY RESOLUTION – Pool Hand Rail Submitted by the Committee</p> <p>That the Body Corporate grant approval to Galaxy Pool Interiors at a cost of \$1,2430.00 including GST for the supply of one (1) pool hand rail and a further \$434.50 for Laser Electrical Currumbin to install and earth the pool hand rail in accordance with the attached quotations.</p> <p><i>Please Note: Should Motion 4 be carried this will then occur at the same time the pool renovations are being completed.</i></p>	YES/NO/ABSTAIN																								
5.	<p>ORDINARY RESOLUTION – Wooden Fencing Submitted by owner Lot 85 Ms T.Fox</p> <p>Motion for Body Corporate to approve replacement of rotten wooden fencing, common fence line between units 85, 84 and 87.</p> <p>The fencing be replaced with colour bond fencing. Colour within keeping of the current colour scheme and to be approved by Body Corporate.</p> <p>The owner of Lot 85, Ms Tracey Fox will cover all installation and maintenance costs.</p>	YES/NO/ABSTAIN																								

I/We require that this voting paper, completed by me/us, be recorded as my/our vote in respect of the motions set out above.

I/We have signed the bottom of each page comprising of this voting paper

Signature(s) of Voter(s)Name(s) of Voter(s)

Date Lot No.....

**SAILFISH POINT COMMUNITY TITLES SCHEME 20973
VOTING PAPER CONTINUED**

6.	<p>ORDINARY RESOLUTION – Water Pipe Repair Submitted by owner Lot 102 Mr L. Hammond</p> <p>As an owner of Sailfish Point CTS 20973 to have the water pipe repaired in front of Unit 102 it needs a professional person to inspect and repair.</p>	YES/NO/ABSTAIN
7.	<p>RESOLUTION WITHOUT DISSENT– Pontoon Submitted by owners Lot 47 Mrs M & Mr D Duff</p> <p>Resolution without dissent wish the owners of Sailfish Point CTS 20973 grant approval to David & Margo Duff, owners of Lot 47 to install a private use of a pontoon in front of their property subject to the following conditions obtaining all necessary regulatory approvals such as:</p> <ol style="list-style-type: none"> 1. Gold Coast City Council and any other authorities as required 2. The owners of Lot 47 must be responsible for maintenance of the pontoon 3. The Owners of Lot 47 must be responsible for insuring the pontoon, including liability insurance. 	YES/NO/ABSTAIN
8.	<p>ORDINARY RESOLUTION – Election of New Body Corporate Management <u>VOTING BY PROXIES NOT PERMITTED</u> Submitted by the Committee Motion with Alternatives</p> <p>That the owners of Sailfish Point CTS 20973 appoint a new Body Corporate Manager in accordance with the Body Corporate and Community Management Act and the Regulation Module (Accommodation Module), pursuant to the terms and conditions of the Managers Agreement the annual fee as per attached quotes from A and B Body Corporate Managers.</p> <p>The Term of the engagement for the new Body Corporate Managers will be for 12 Months. The new Body Corporate Manager will be engaged from the 26 August 2018 to 26 August 2019 with the option of extension for renewal of the authorisation to be decided at the AGM in March 2019.</p> <p>Complete Body Corporate Services Pty Ltd shall deliver to the appointed Body Corporate Manager all Body Corporate records of Sailfish Point CTS 20973, being all Body Corporate Books and records within 14 days from the 26 August 2018 as are maintained in written or hardcopy form and further shall supply all Body Corporate Information which is maintain in an electronic form to the appointed Body Corporate Manager and upon request by the appointed Committee.</p> <p><i>Continued..</i></p>	YES/NO/ABSTAIN

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Signature(s) of Voter(s)Name(s) of Voter(s)

Date Lot No.....

**SAILFISH POINT COMMUNITY TITLES SCHEME 20973
VOTING PAPER CONTINUED**

<p>8. Continued</p>	<p>ALTERNATIVES</p> <p>A. That Archers BCM (Gold Coast) Pty Ltd be appointed as the Body Corporate Manager of the Body Corporate for Sailfish Point CTS 20973 for a period of one (1) year commencing on 26 August 2018 the fee being \$11,880.00 (Excl GST) plus capped disbursements of \$7,425.00 the terms of which are stated in the engagement which has been circulated to the members of the body corporate and that the Common Seal be affixed to an instrument in writing pursuant to the provisions of Section 112(2)(a), of the Body Corporate and Community Management (Accommodation Module) Regulations 2008, appointing the Body Corporate Manager and authorising the Body Corporate Manager to carry out the duties and functions of the Secretary and Treasurer, in the form circulated with the meeting documentation.</p> <p>That the address for the service of notices for this Body Corporate be changed to C/- Archers BCM (Gold Coast) Pty Ltd, PO Box 10664, Southport QLD 4215. That a bank account be opened with the Bank of Queensland in the name of the Body Corporate, for the purpose of depositing their Administration and Sinking Fund monies of the Body Corporate and that Archer senior personnel be authorised to operate such account, to endorse and negotiate instruments on behalf of the Body corporate and to generally conduct the Administrative and Sinking Fund banking and investment affairs of the Body Corporate. That pursuant to the provisions of Section 190 of the Body Corporate and Community Management (Accommodation) Regulation 2008, the Common Seal of the Body Corporate shall be kept as part of the Body Corporate's records at the offices of Archers BCM (Gold Coast Pty Ltd) – Southport Central, Tower 3, Level 3, 9 Lawson Street, Southport QLD 4215.</p> <p>OR</p> <p>B. Australian Unit Administrators Pty Ltd, PO Box 554 Mermaid Beach QLD 4218 for the amount of \$15,000.00 per annum + capped disbursements \$5,000.00.</p> <ol style="list-style-type: none"> 1. THAT the common seal be held in the custody of the Body Corporate Manager, Australian Unity Administration Pty Ltd and that the Body Corporate Manager, or a member of the Committee be authorised to affix the seal to documents on behalf of the Body Corporate. 2. THAT a nominee of the Body Corporate Manager, Australian Unity Administration Pty Ltd be appointed the Public Officer. 3. THAT a bank account be opened in the name of Sailfish Point CTS 20973 with a bank nominated by Australian Unity Administration Pty Ltd and that the body corporate manager be authorised to operate such account on behalf of the body corporate until determined otherwise. 4. THAT the registered address for the service of notices to Australian Unity Administration Pty Ltd, PO Box 554, Mermaid Beach QLD 4218. 	<div style="text-align: center; margin-top: 100px;"> <input type="checkbox"/> </div> <div style="text-align: center; margin-top: 100px;"> <input type="checkbox"/> </div>
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I/We have signed the bottom of each page comprising of this voting paper

Signature(s) of Voter(s)Name(s) of Voter(s)

Date Lot No.....

Motion Number	Explanatory Schedule Statutory Motions
1	Confirmation of Minutes of the Previous General Meeting.
2	This is required to be approved to enable the committee to perform the essential operation of the complex.
3	<p>Sinking Fund Budget & Contributions (with alternatives)</p> <p><i>In accordance with Section 137 of the Body Corporate and Community Management (Accommodation Module) Regulation 2008, the Body Corporate must adopt a Sinking Fund Budget for each financial year.</i></p> <p><i>Adjusting proposed budgets - Under Section 138 of the Body Corporate and Community Management (Accommodation Module) Regulation 2008, the amount of this budget may be adjusted (by those owners in attendance) more or less than the proposed budget amount by an amount equivalent to not more than 10% of the proposed budget amount.</i></p> <p><i>Note: Due to the pool renovation and other essential works required to be completed this year the Sinking Fund Balance will reduce substantially if there is not an increase in the levies. It is imperative that the Sinking Fund Levies are Increased yearly in accordance with the Sinking Fund Forecast, to ensure that all expenditure items are accounted for. Failure to do so can result in a Special Sinking Fund Levy to be issued in the future.</i></p> <p><u>Voting on a Motion with Alternatives</u></p> <p>To vote on this motion, you must either vote for the motion and 1 alternative or vote against the motion:</p> <p>a) To vote for the motion and 1 alternative – Mark the voting paper in two places. Firstly, mark "YES" opposite the motion on the voting paper. Secondly, indicate beside the alternative you wish to vote for. You can vote for only ONE alternative.</p> <p>b) To vote against the motion – Mark "NO" opposite the motion on the voting paper. If you mark "NO" do not place a mark beside any of the alternatives.</p>

Motion Number	Explanatory Schedule Motions Submitted by Committee
4	<p>Pool Hand Rail</p> <p>In addition to the pool renovations it has been noted that there is not currently a pool hand rail. This creates difficulty for some occupants to have reasonable ingress and egress when using the pool. This would also be beneficial from a workplace health and safety view.</p>

Motion Number	Explanatory Schedule Motions Submitted by Lot Owners
5	<p>Wooden Fencing</p> <p><i>Nil Provided.</i></p>
6	<p>Water Pipe Repair</p> <p><i>Nil Provided.</i></p>
7	<p>Pontoon</p> <p><i>Nil Provided</i></p>

8	<p>Election of New Body Corporate Management</p> <p><i>Complete Body Corporate Services Pty Ltd contract expires on 26 October 2018. The Committee have obtained three (3) separate quotations for the change of Body Corporate Managers, two (2) have been short listed, being Archers BCM (Gold Coast) Pty Ltd and Australian Unit Administration Pty Ltd. The Committee recommend that Archers BCM (Gold Coast) Pty Ltd be appointed as the Body Corporate Managers for the ongoing provision of Administrative, Secretarial, Financial and Additional Services in accordance with Items F and G of the Reference Schedule within the Administration Agreement circulated with the meeting notice. If appointed, the new body corporate manager will take and act upon instruction from the authorised nominees of the Body Corporate committee. It is proposed to bring on the new body corporate manager two months before the current contract expires to ensure the change over occurs in a time manner. This comes at additional total cost of \$1980.</i></p> <p><u>Voting on a Motion with Alternatives</u></p> <p><i>To vote on this motion, you must either vote for the motion and 1 alternative or vote against the motion:</i></p> <p>a) <i>To vote for the motion and 1 alternative – Mark the voting paper in two places. Firstly, mark "YES" opposite the motion on the voting paper. Secondly, indicate beside the alternative you wish to vote for. You can vote for only ONE alternative.</i></p> <p>b) <i>To vote against the motion – Mark "NO" opposite the motion on the voting paper. If you mark "NO" do not place a mark beside any of the alternatives.</i></p>
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MINUTES OF THE ANNUAL GENERAL MEETING
THE OWNERS SAILFISH POINT CTS 20973
HELD AT BURLEIGH BEARS CLUB
80 PACIFIC AVENUE MIAMI
29 MARCH 2018

ADDENDUM TO THE MINUTES

On instruction from the Body Corporate Secretary, Jenny Purdie we provide the following addendum to the AGM minutes.

Please add for the information of all owners that:-

Jenni Purdy owner of unit 65 asked through the Chair that a Procedural motion for the meeting be made requesting that the meeting be recorded for the accuracy of the minutes and Lee Saris to record it.

Discussion followed.

Recording to be in the custody and control of Jenni Purdy.

I believe It is legal to record a meeting in Queensland voted on or not I. A show of hands from the floor was greater for the motion than against. The majority were in favour of the meeting being recorded.

An associate of CBCS Tania said there were 69 owners not present and 30 in the room therefore 69 would be in the negative for a motion put to the meeting.

FOR EXAMPLE, A Procedural motion, a motion to amend minutes of or an amendment to a motion.

Under the legislation only the owners who submitted voting papers and not present or without proxies would be in the negative. Therefore the correct number in the negative should have been 20 given by the returning officer.

I believe therefore a motion from the floor of the meeting with proxies and all in favour of the motion, would have been a greater number by 10 votes than the negative number for voters not present.

Voting completed.

Question from M. Fitzgerald to the Returning Officer. You have confirmed an owner with body corporate debt has the right to vote on a motion without descent. Could you clarify they also may vote on choosing a committee member. Asked for this to be in the minutes.

The returning officer said they would accept the votes.

Check PART 4 voting at GENERAL MEETINGS. 82 Displacement or disentitlement of right to vote.

MEETING OPENING

Body Corporate Manager, Kim Elliott opened the meeting calling for a Owner to Chair the AGM.

Given John Hennessy was the only Executive, it was agreed John would Chair the meeting.

Jenni Purdy asked if Lee could record the meeting to ensure accuracy of minutes. Several owners objected including the Returning Officer. The meeting was not to be recorded.

Noted all paper work was scrutinised by both Stephen Mortensen and the Returning Officer. After discussion it was agreed there be no recording of the meeting.

ATTENDANCE RECORD

C Cosgriff, lot 1
S Keay, lot 2
T Holt, lot 17
D Myers, lot 18
H Tyndall, lot 21
M Fitzgerald, lot 22
A Mortensen, lot 44
D Duff, lot 47
J Hoyer, lot 58
M Waine, lot 59
A Harrison, lot 61
I Sorris, lot 63
J Purdy, lot 65
M Zielinski & J Beltran, lot 71
J Rickards, lot 75
G Elliott & K Lipset, lot 77
J Hennessy, lot 81
S Mortensen, lot 82
T Fox, lot 85
V Smith, lot 87
R Whitaker, lot 96
L Hammond, lot 102
R Nelson, Returning Officer
K Elliott & T Hatcher, Complete Body Corporate Services

PROXIES

The following proxies were admitted:

M Clifton, lot 1
S Keay, lot 2
T Holt, lot 26, 35 & 80
H Tyndall, lot 21
M Fitzgerald, lot 22
I Sorris, lot 63
G Elliott, Lot 8, 12, 14, 28, 54, 66, 78, 90, 91 & 93

COMPANY NOMINEES/POA

J Mangan, lot 6
C Jones, lot 38

UNFINANCIAL LOTS

The following lots were declared unfinancial:

Lots 15, 16, 18, 28, 30, 42, 57 & 99

VOTING PAPERS

The following voting papers were accepted:

Lot 1, 2, 3, 4, 6, 10, 11, 17, 20, 22, 23, 26, 34, 35, 37, 39, 43, 44, 47, 48, 53, 58, 59, 60, 61, 62, 63, 64, 65, 69, 71, 75, 77, 80, 81, 82, 84, 85, 87, 89, 96 & 102

MOTIONS

MOTION 1 MINUTES ORDINARY RESOLUTION

RESOLVED the minutes of the previous Annual General Meeting held 3 March 2017 as attached be confirmed.

36 in favour, 10 against 5 abstained

MOTION 2 FINANCIAL STATEMENTS ORDINARY RESOLUTION

RESOLVED the audited financial statements for the financial year ending 31 December 2017 be adopted.

34 in favour, 15 against, 2 abstained

MOTION 3 ADMINISTRATION FUND BUDGET ORDINARY RESOLUTION

DEFEATED the Administration Fund budget for the financial year ending 31 December 2018 as attached be adopted.

19 in favour, 27 against, 5 abstained

MOTION 4 ADMINISTRATION FUND LEVY ORDINARY RESOLUTION

RESOLVED the Administration Fund levy for the financial year ending 31 December 2018 be set at the rate of \$65.40 including GST (less discount) per lot entitlement per annum payable quarterly as follows:

<i>Due</i>		
<i>01/01/18</i>	<i>\$16.40</i>	<i>(less discount) already issued</i>
<i>01/04/18</i>	<i>\$16.30</i>	<i>(less discount)</i>
<i>01/07/18</i>	<i>\$16.30</i>	<i>(less discount)</i>
<i>01/10/18</i>	<i>\$16.40</i>	<i>(less discount)</i>

To ensure delivery of operating cash flow for the Body Corporate from the end of the financial year to the date of next Annual General Meeting, the following Administrative Fund levy be set as follows:

Next Financial Year's Levy

<i>01/01/19</i>	<i>\$16.40</i>	<i>(less discount)</i>
-----------------	----------------	------------------------

30 in favour 18 against, 3 abstained

**MOTION 5 SINKING FUND BUDGET
ORDINARY RESOLUTION**

DEFEATED the Sinking Fund budget for the financial year ending 31 December 2018 as attached be adopted.

18 in favour, 28 against, 5 abstained

**MOTION 6 SINKING FUND LEVY
ORDINARY RESOLUTION**

DEFEATED the Sinking Fund levy for the financial year ending 31 December 2018 be set at the rate of \$10.50, an increase of 20% including GST (less discount) per lot entitlement per annum payable quarterly as follows:

Due

<i>01/01/18</i>	<i>\$2.20</i>	<i>(less discount) already issued</i>
<i>01/04/18</i>	<i>\$2.75</i>	<i>(less discount)</i>
<i>01/07/18</i>	<i>\$2.75</i>	<i>(less discount)</i>
<i>01/10/18</i>	<i>\$2.80</i>	<i>(less discount)</i>

To ensure delivery of operating cash flow for the Body Corporate from the end of the financial year to the date of next Annual General Meeting, the following Sinking Fund levy be set as follows:

Next Financial Year's Levy

<i>01/01/19</i>	<i>\$2.80</i>	<i>(less discount)</i>
-----------------	---------------	------------------------

21 in favour, 29 against, 1 abstained

**MOTION 7 AUDIT REQUIREMENTS
SPECIAL RESOLUTION**

DEFEATED that the Owners Sailfish Point CTS 20973 resolve the books of the body corporate NOT be audited for the financial year ending 31 December 2018.

8 in favour, 42 against, 1 abstained

**MOTION 8 APPOINTMENT OF AUDITOR
ORDINARY RESOLUTION**

RESOLVED AMG Chartered Accountants and Advisors, a member of the Institute of Chartered Accountants in Australia, be appointed to audit the accounts of the Body Corporate Sailfish Point CTS 20973 for the year ending 2018 year for a cost not exceeding \$2,300.00.

33 in favour, 16 against, 2 abstained

**MOTION 9 INSURANCE APPROVAL
ORDINARY RESOLUTION**

RESOLVED the renewed insurance policies including Directors and Officers cover for the period 7 January 2018 to 7 January 2019 as set out on the attached be adopted and that the Body Corporate Committee or the Body Corporate Manager be authorised to obtain quotations and renew the insurances for the following year commencing 7 January 2019.

The Committee to be authorised to obtain three quotations (if able) to renew the insurance.

38 in favour, 12 against, 1 abstained

**MOTION 10 SOLAR PANELS
ORDINARY RESOLUTION
SUBMITTED BY S MORTENSEN, LOT 82 (sic)**

RESOLVED Install solar panels to run pool pumps for free during the day – cost \$3000, with savings of \$2200 per year.

40 in favour, 9 against, 2 abstained

**MOTION 11 GARDEN BEDS AND WALLS
ORDINARY RESOLUTION
SUBMITTED BY S MORTENSEN, LOT 82 (sic)**

RESOLVED Allocate \$3000 to enable repairs to retaining walls along garden beds to save walls getting worse and costing more to repair later.

37 in favour, 9 against, 5 abstained

**MOTION 12 SINKING FUND FORECAST
ORDINARY RESOLUTION
SUBMITTED BY S MORTENSEN, LOT 82 (sic)**

RESOLVED Engagement of the services of a Quantity Surveyor to prepare a Sinking Fund Forecast 10 year projection \$2000.

34 in favour, 12 against, 5 abstained

**MOTION 13 REMOVAL OF DECK
ORDINARY RESOLUTION
SUBMITTED BY S & J BUCKLEY, LOT 60 (sic)**

RESOLVED We the owners of lot 60 Sailfish Point would like to put a motion forward to the Body Corporate and owners direct the owner of lot 59 to remove the deck they has illegally built by approximately 2 meters onto common property and may also be encroaching on our pergolas / land. Prior to this being built, we were never notified by Mr & Mrs Waine and do not believe that any request was made to the Body Corporate or Committee. We request this because 10 years ago we were made to move our pergola and deck back by 2 feet, as it was built by previous owners onto common property and we were threatened with legal action if we did not comply. We wish for this deck to be removed in accordance with the By-Laws of the complex.

24 in favour, 6 against, 21 abstained

**MOTION 14 PONTOON
RESOLUTION WITHOUT DISSENT
SUBMITTED BY D & M DUFF, LOT 47(sic)**

DEFEATED, the owners Sailfish Point CTS 20973 grant approval to David and Margo Duff owners of unit 47 to install a private use pontoon in front of their property subject to the following conditions

Obtaining all necessary regulatory approvals such as:

- GOLD COAST CITY COUNCIL and any other authorities as required:
- The owners of lot 47 Must be responsible for the maintenance of the pontoon
- The owners of lot 47 Must be responsible for the insuring the pontoon, including liability insurance

7 in favour, 42 against, 3 abstained

**MOTION 15 PONTTOON
RESOLUTION WITHOUT DISSENT
SUBMITTED BY A & M HARRISON, LOT 61 (*sic*)**

DEFEATED the owners Sailfish Point CTS 20973 grant approval to Alan and Marion Harrison owners of unit 61 to install a private use pontoon in front of their property subject to the following conditions

Obtaining all necessary regulatory approvals such as:

- GOLD COAST CITY COUNCIL and any other authorities as required:
- The owners of lot 61 Must be responsible for the maintenance of the pontoon
- The owners of lot 61 Must be responsible for the insuring the pontoon, including liability insurance

7 in favour, 43 against, 2 abstained

ELECTION OF COMMITTEE

Chairman

Stephen Mortensen	45 votes
Jenny Purdy	16 votes

Stephen Mortensen elected Chairman with 45 votes

Secretary

Jenny Purdy	37 votes
Trudy Holt	17 votes
Amanda Mortensen	6 votes

Jenny Purdy elected Secretary with 37 votes

Treasurer

John Hennessy – unopposed

Committee Nominees

Jenny Purdy	35 votes
Stephen Mortensen	43 votes
Amanda Mortensen	40 votes
Lisa Hammond	39 votes
Greg Corcoran	29 votes
Trudy Holt	18 votes
Shane Brassington	56 votes
Vicki Smith	24 votes

The following Committee members were elected:

Amanda Mortensen	40 votes
Lisa Hammond	39 votes
Greg Corcoran	29 votes
Shane Brassington	56 votes

Congratulations to your 2018 Committee as shown below:

Chairman: Stephen Mortensen
Secretary: Jenny Purdy
Treasurer: John Hennessy
Committee: Amanda Mortensen, Lisa Hammond, Greg Corcoran & Shane Brassington

MEETING CLOSURE

There being no further business, the Chairman closed the meeting at 11.02 am thanking all for their attendance.

Signed a true and correct record:

..... Chairman

..... Date

SAILFISH POINT CTS 20973

300 Cottesloe Drive,
Mermaid Waters, Qld. 4218

PROPOSED ANNUAL BUDGET

<u>ADMINISTRATIVE FUND</u>	<u>ACTUAL</u> 01/01/17-31/12/17	<u>BUDGET</u> 01/01/17-31/12/17	<u>BUDGET</u> 01/01/18-31/12/18
<u>INCOME</u>			
Levies - Administrative Fund	308,361.00	223,700.00	308,361.00
Discount - Admin Fund	(55,744.64)	(61,672.20)	(61,672.00)
Insurance Refunds	8,400.88	0.00	0.00
Interest On Overdue Levies	2,278.91	2,000.00	2,000.00
GST On Income	(23,728.85)	(14,729.80)	(22,426.27)
<u>TOTAL ADMIN. FUND INCOME</u>	239,567.30	149,298.00	226,262.73
<u>EXPENDITURE - ADMIN. FUND</u>			
Audit Fees	2,431.00	2,500.00	2,500.00
Bank Charges/Stratamax Fees	1,983.04	2,100.00	2,100.00
Body Corp. Administration	16,000.00	17,000.00	16,310.00
Body Corp Disbursements-Bas	726.00	800.00	800.00
Cleaning Supplies	94.47	400.00	400.00
Electricity-Community Power	7,872.40	10,660.00	8,200.00
Fire Control	1,153.33	1,000.00	500.00
Insurance	25,849.47	23,000.00	28,000.00
Insurance Claims	9,690.97	3,000.00	0.00
Legal Expenses	11,012.30	10,000.00	8,000.00
Management	128,971.56	132,960.00	132,960.00
Meeting Expenses	785.00	800.00	800.00
Pest Control	0.00	1,000.00	1,000.00
Postage, Stationery & Printing	9,715.85	5,000.00	10,000.00
Archive/Data Storage Fees	362.00	400.00	400.00
Rep & Maint-Building & General	2,693.66	6,000.00	6,000.00
Rep & Maint-Gardens & Grounds	2,538.32	7,000.00	7,000.00
Rep & Maint-Pool	4,954.95	500.00	5,000.00
Rep & Maint-Electrical	2,485.05	2,000.00	2,000.00
Rep & Maint-Plumbing	2,480.85	2,800.00	2,800.00
Rep & Maint-Plant & Equip	458.00	800.00	800.00
Rep & Maint-Furn & Fittings	0.00	1,000.00	1,000.00
Rep & Maint-Intercom/Gsm	103.40	1,200.00	1,200.00
Rep & Maint-Tennis Courts	0.00	500.00	0.00
Rep & Maint-Rubbish Removal	2,149.95	3,000.00	3,000.00
Rep & Maint-Pontoons	0.00	500.00	3,000.00
Sea Bed Lease	0.00	1,500.00	1,500.00
Security	23.00	500.00	0.00
Sundry Expenses - Admin	5.95	500.00	500.00
Telephone & Fax	513.70	650.00	650.00
GST On Expenses	(19,875.57)	(21,542.77)	(22,210.94)
<u>TOTAL ADMIN. EXPENDITURE</u>	215,178.65	217,527.23	224,209.06
<u>SURPLUS / DEFICIT</u>	\$ 24,388.65	\$ (68,229.23)	\$ 2,053.67
Opening Admin. Balance	(21,906.73)	(21,906.73)	2,481.92

SAILFISH POINT CTS 20973

300 Cottesloe Drive,
Mermaid Waters, Qld. 4218

PROPOSED ANNUAL BUDGET

<u>EXPENDITURE - ADMIN. FUND (Continued)</u>	<u>ACTUAL</u> <u>01/01/17-31/12/17</u>	<u>BUDGET</u> <u>01/01/17-31/12/17</u>	<u>BUDGET</u> <u>01/01/18-31/12/18</u>
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ <u>2,481.92</u>	\$ <u>(90,135.96)</u>	\$ <u>4,535.59</u>
NUMBER OF UNITS OF ENTITLEMENT:		4,715	4,715
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 47.4443	\$ 65.4000
DISCOUNT PER UNIT OF ENTITLEMENT:		\$ 13.0800	\$ 13.0800
NET PER UNIT OF ENTITLEMENT:		\$ 34.3643	\$ 52.3200

SAILFISH POINT CTS 20973

300 Cottesloe Drive,
Mermaid Waters, Qld. 4218

PROPOSED ANNUAL BUDGET

<u>SINKING FUND</u>	<u>ACTUAL</u> 01/01/17-31/12/17	<u>BUDGET</u> 01/01/17-31/12/17	<u>BUDGET</u> 01/01/18-31/12/18
<u>INCOME</u>			
Levies - Sinking Fund	41,256.25	41,256.25	45,381.87
Discount - Sinking Fund	(7,312.57)	(8,251.25)	(9,076.37)
Interest Received	136.67	1,000.00	0.00
GST On Income	(3,085.79)	(3,000.46)	(3,300.50)
<u>TOTAL SINKING FUND INCOME</u>	30,994.56	31,004.54	33,005.00
<u>EXPENDITURE - SINKING FUND</u>			
Building Improvements	2,481.80	0.00	0.00
Garden Equipment	0.00	1,000.00	1,500.00
Income Tax Expenses	675.00	2,000.00	0.00
Landscaping Upgrades	1,600.00	8,000.00	0.00
Outdoor Furniture	0.00	1,000.00	3,500.00
Pool Equipment	585.20	1,500.00	1,500.00
Pool - Resurfacing	0.00	0.00	15,000.00
Pontoon Improvements	2,750.00	0.00	0.00
Plumbing	1,539.33	6,000.00	5,000.00
Reports	0.00	0.00	2,000.00
Report-Workplace Health Safety	0.00	0.00	1,500.00
Road Improvements	14,850.00	15,000.00	3,500.00
Solar Panels	0.00	0.00	5,200.00
Tennis Court Improvements	0.00	480.00	0.00
GST On Expenses	(2,225.57)	(3,180.01)	(3,518.18)
<u>TOTAL SINK. FUND EXPENDITURE</u>	\$ 22,255.76	\$ 31,799.99	\$ 35,181.82
<u>SURPLUS / DEFICIT</u>	\$ 8,738.80	\$ (795.45)	\$ (2,176.82)
Opening Sinking Fund Balance	48,552.76	48,552.76	57,291.56
<u>SINKING FUND BALANCE</u>	\$ 57,291.56	\$ 47,757.31	\$ 55,114.74
NUMBER OF UNITS OF ENTITLEMENT:		4,715	4,715
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 8.7500	\$ 9.6250
DISCOUNT PER UNIT OF ENTITLEMENT:		\$ 1.7500	\$ 1.9250
NET PER UNIT OF ENTITLEMENT:		\$ 7.0000	\$ 7.7000

SAILFISH POINT CTS 20973

300 Cottesloe Drive,
Mermaid Waters, Qld. 4218

PROPOSED ANNUAL BUDGET

<u>SINKING FUND</u>	ACTUAL 01/01/17-31/12/17	BUDGET 01/01/17-31/12/17	BUDGET 01/01/18-31/12/18
<u>INCOME</u>			
Levies - Sinking Fund	41,256.25	41,256.25	41,256.25
Discount - Sinking Fund	(7,312.57)	(8,251.25)	(8,251.25)
Interest Received	136.67	1,000.00	0.00
GST On Income	(3,085.79)	(3,000.46)	(3,000.46)
<u>TOTAL SINKING FUND INCOME</u>	30,994.56	31,004.54	30,004.54
<u>EXPENDITURE - SINKING FUND</u>			
Building Improvements	2,481.80	0.00	0.00
Garden Equipment	0.00	1,000.00	1,500.00
Income Tax Expenses	675.00	2,000.00	0.00
Landscaping Upgrades	1,600.00	8,000.00	0.00
Outdoor Furniture	0.00	1,000.00	3,500.00
Pool Equipment	585.20	1,500.00	1,500.00
Pool - Resurfacing	0.00	0.00	15,000.00
Pontoon Improvements	2,750.00	0.00	0.00
Plumbing	1,539.33	6,000.00	5,000.00
Reports	0.00	0.00	2,000.00
Report-Workplace Health Safety	0.00	0.00	1,500.00
Road Improvements	14,850.00	15,000.00	3,500.00
Solar Panels	0.00	0.00	5,200.00
Tennis Court Improvements	0.00	480.00	0.00
GST On Expenses	(2,225.57)	(3,180.01)	(3,518.18)
<u>TOTAL SINK. FUND EXPENDITURE</u>	\$ 22,255.76	\$ 31,799.99	\$ 35,181.82
<u>SURPLUS / DEFICIT</u>	\$ 8,738.80	\$ (795.45)	\$ (5,177.28)
Opening Sinking Fund Balance	48,552.76	48,552.76	57,291.56
<u>SINKING FUND BALANCE</u>	\$ 57,291.56	\$ 47,757.31	\$ 52,114.28
NUMBER OF UNITS OF ENTITLEMENT:		4,715	4,715
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 8.7500	\$ 8.7500
DISCOUNT PER UNIT OF ENTITLEMENT:		\$ 1.7500	\$ 1.7500
NET PER UNIT OF ENTITLEMENT:		\$ 7.0000	\$ 7.0000

GALAXY

Pool Interiors

Quote

Date	Quote No
1/06/2018	352

Dave: 0405 932 234
 Chris: 0432 216 752
 P.O Box 856, Helensvale QLD 4212
 Email: galaxypinteriors@gmail.com
 ABN: 20 857 827 780

Name / Address					
Guy Elliot "Sailfish Point" 300 Cottesloe Drive Mermaid Waters					
L/Mtr	Description	Tax	TAX Amt	Price per L/M	Total
	Supply materials, tools and labour to install new Stainless Steel Handrail to pool. *Please note all metal objects within 1200mm of swimming pool are legally required to be earthed by a licensed electrician. This is the responsibility of the customer "Sailfish Point", to organise this.	GST	113.00	1,130.00	1,130.00
This Quote is valid for Three Months. Please advise acceptance of this Quotation by return email to galaxypinteriors@gmail.com Customer to provide own power and water. Standard QBCC Warranty Applies.			Subtotal		
			Tax		
			Total		
QBCC: 1118856 NSW LIC: 284475C					

Laser Electrical Currumbin
 Po Box 259
 Currumbin Queensland 4223
 Tel. 07 553 46699
 ABN 98022830784
 Licence # 7001 /RAC No: AU24430
 www.laserelectrical.com.au



CUSTOMER QUOTATION NO. 1018

Sailfish Point Rentals & Sales
 300 Cottesloe Drive
 Mermaid Waters QLD 4218

Quote No: 1018
Site: 300 Cottesloe Drive Mermaid Waters
Site Contact:
Request No.:
Created Date: 06/06/2018

RE: BODY CORPORATE

Supply & install 6sqmm earth wire from hand rail in pool to pool shed via conduit.

Residential

Part #	Item	Quantity	Unit Price	Total
	Cable, conduit, silicon, fixings etc	1.00	\$55.00	\$55.00
	Labour	4	\$85.00	\$340.00
Sub-Total ex GST				\$395.00
GST				\$39.50
Total inc GST				\$434.50

Thank you.

Sub-Total ex GST \$395.00
GST \$39.50
Total inc GST \$434.50

How To Pay



Mail

Detach this section and mail cheque to:

Laser Electrical Currumbin
Po Box 259
Currumbin Queensland 4223



Credit Card (MasterCard or Visa)

Please note that as of the 1/3/17 any payment via credit card with incur a 1.5% charge.



Direct Deposit

Bank Suncorp Metway
Acc. Name Laser Electrical Currumbin
BSB 484799
Acc. No. 043618315

QUOTATION NO. 1018

Customer Reference:	105	Customer Name:	Sailfish Point Rentals & Sales
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"Totally Dependable"

NOTES: = Re Motion for replacement of exterior Wooden Fencing:

The condition of much of the wooden fencing and gates around the complex has now become quite critical.

There is extensive wood rot, palings missing or coming away and unable to be re nailed due to wood rot and warping palings. Many gates are also now unusable.

"Patching" the problem with new palings has been less then effective as many fence lines are so rotten that the palings fall off again and this has added to the untidy and "patchy" overall look of the complex.

If we replace the rotten wooden fencing (as required) over a period of time it will greatly improve the overall look of the complex. (Much the same as all the rotten lattice on the balconies on canal front, overall look has been improved by installing frameless glass over a period of time)

Colourbond not only looks much better that the wooden fencing it is more practical and maintenance is at a minimum.

It would improve the overall look of the complex and moving forward improve the overall values.

I personally am more than happy to cover the cost of my common fence lines as I believe some other owners would be.

MOTION 6

Your roof is protecting your most precious investments, your home and your family. You can be confident knowing COLORBOND® steel is versatile, lightweight, durable, and capable of meeting the changing needs of your lifestyle.

Whether you live close to the coast or you're choosing a colour with energy-efficiency in mind, COLORBOND® steel can meet the needs that your home demands. Simply visit colorbond.com/create to determine the most suitable COLORBOND® steel choices for your home.

Colorbond®

LEGEND

① Also available in COLORBOND® Ultra steel for coastal and industrial environments. All other colours are available in COLORBOND® Ultra steel on request, please speak with your supplier.

② Also available in COLORBOND® Stainless steel for severe coastal and industrial environments. Please speak to your supplier for more information regarding availability.

For further details on the legend, please refer to the back page.

CLASSIC colour range¹



CLASSIC CREAM™
SA = 0.32, BCA = L



PAPERBARK®
SA = 0.42, BCA = M



PALE EUCALYPT®
SA = 0.60, BCA = M



WOODLAND GREY® ②
SA = 0.71, BCA = D



DEEP OCEAN® ②
SA = 0.75, BCA = D



COTTAGE GREEN®
SA = 0.75, BCA = D



MANOR RED®
SA = 0.69, BCA = D



NIGHT SKY®
SA = 0.96, BCA = D

CONTEMPORARY colour range¹



SURFMIST® ② ③
SA = 0.32, BCA = L



EVENING HAZE®
SA = 0.43, BCA = M



SHALE GREY™
SA = 0.43, BCA = M



DUNE® ② ③
SA = 0.47, BCA = M



COVE™
SA = 0.54, BCA = M



WINDSPRAY® ② ③
SA = 0.58, BCA = M



GULLY™
SA = 0.63, BCA = D



MANGROVE™
SA = 0.64, BCA = D



WALLABY™ ②
SA = 0.64, BCA = D



JASPER®
SA = 0.68, BCA = D



BASALT™
SA = 0.69, BCA = D



IRONSTONE®
SA = 0.74, BCA = D



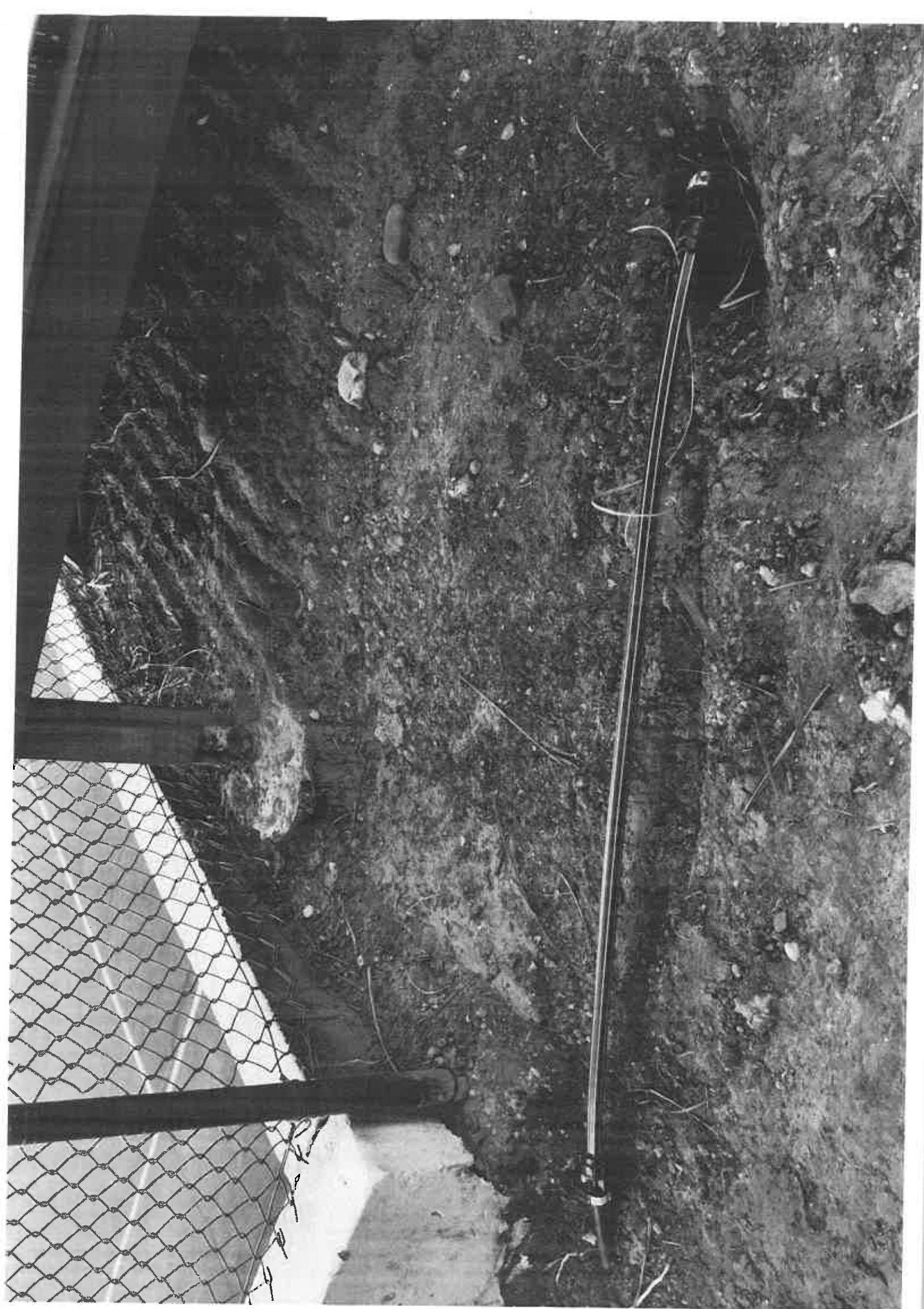
TERRAIN®
SA = 0.69, BCA = D



MONUMENT® ②
SA = 0.73, BCA = D

MOTION 6







Administration Agreement
Engagement of a Body Corporate Manager
For use by SCA (Qld) members with a Practicing Certificate

This Agreement is made this day of 2018

BETWEEN

The Body Corporate for Sailfish Point CTS 20973 ("the Body Corporate")

of 300 Cottesloe Drive, Mermaid Waters QLD 4218

AND

Archers BCM (Gold Coast) Pty Ltd 29 088 272 913
("the Body Corporate Manager")

of Level 3 "Southport Central Tower 3", 9 Lawson Street, Southport Qld 4215

ABOUT THIS AGREEMENT

This Agreement is produced by the SCA (Qld). It provides for the engagement of a body corporate manager by a body corporate.

This Agreement may only be used by body corporate managers holding a *Practicing Certificate* issued by SCA (Qld).

Under this Agreement, the Body Corporate appoints the Manager as the body corporate manager for the Scheme.

TERMINATION OF THE AGREEMENT

This Agreement is a binding legal document. The engagement of the body corporate manager may be terminated only in accordance with Clause 12.

TERM, OPTIONS AND PRICES

This Agreement may be for a term of up to three years (including options) - See Clause 3.

All costs expressed in dollar (\$) terms **exclude** any applicable GST - See Clause 14.

SPECIAL CONDITIONS TO THE AGREEMENT

Any special conditions to this Agreement appear in Item K.

COPYRIGHT AND REPRODUCTION

The copyright in this Agreement is owned by SCA (Qld). Only a Manager who holds a current *Practicing Certificate* issued by SCA (Qld) or other person authorised in writing by SCA (Qld) may use this Agreement or reproduce it for the purpose of the manager's use only (including scanned copies for electronic archival). In all other cases reproduction, including retyping, of this Agreement is prohibited without prior written consent of SCA (Qld).

FURTHER ADVICE

Body corporate managers and others seeking to use this Agreement should obtain independent legal advice if questions exist concerning any provisions contained within this Agreement.



Postal Address: PO Box 10664
Southport BC Qld 4215

Street Address: Level 3 "Southport Central Tower 3"
9 Lawson Street
Southport Qld 4215

Phone: 07 5552 0700
Fax: 07 5528 1036
Email: goldcoast@abcm.com.au



STANDARD CONDITIONS

1. INTRODUCTION

- 1.1 All words having a defined meaning in the Act have the same meaning in this Agreement (unless the context otherwise requires).
- 1.2 In this Agreement, terms in bold in the Reference Schedule have the meanings shown opposite them.
- 1.3 Unless the context otherwise permits -
 - (1) "Act" means the *Body Corporate and Community Management Act (Qld) 1997*;
 - (2) "Additional Services" means those services stated in Item G of the Reference Schedule;
 - (3) "Agreed Services" means those services stated in Item F of the Reference Schedule;
 - (4) "Authorised Powers" means all those powers of the executive committee members of the Body Corporate that are capable of exercise by a body corporate manager under the Act unless otherwise amended or excluded under the Special Conditions to this Agreement;
 - (5) "Committee" means the committee chosen by the Body Corporate pursuant to the Act;
 - (6) "CPI" means the Consumer Price Index (All Groups) for Brisbane as published by the Australian Bureau of Statistics;
 - (7) "Disbursements" means the disbursements listed in Item E of the Reference Schedule;
 - (8) "Module" means the regulation module of the Act applying to the Scheme from time to time, which at the commencement of this Agreement is the module referred to in Item J of the Reference Schedule;
 - (9) "Privacy Act" means the *Privacy Act 1988 (Cth)*;
 - (10) "Reference Schedule" means the reference schedule annexed to this Agreement;
 - (11) "Review Date" means each anniversary of the commencement date of this Agreement;
 - (12) "SCA (Qld)" means Strata Community Australia (Qld) Limited ACN 163 881 927;
 - (13) "Scheme" means the community title scheme for which the Body Corporate is the body corporate;
 - (14) "Special Conditions" means the special conditions noted in Item K of the Reference Schedule;
 - (15) "Standard Conditions" means the standard conditions applying to this Agreement;

- (16) "Term" means the term set out in Item A of the Reference Schedule.

- 1.4 A reference to an Item is a reference to the applicable item in the Reference Schedule.

- 1.5 This Agreement comprises the:

- (1) Standard Conditions;
- (2) Special Conditions (if any); and
- (3) Reference Schedule.

- 1.6 Where there is any inconsistency between any Special Condition to this Agreement and the Standard Conditions, the Special Condition prevails.

2. WHAT IS THIS AGREEMENT?

- 2.1 The Body Corporate appoints the Manager as the body corporate manager for the Scheme and the Manager accepts the appointment.
- 2.2 The Manager is engaged by the Body Corporate (as an independent contractor and not as an employee of the Body Corporate) to supply administrative services only (comprising the Agreed Services and the Additional Services, where applicable, to the Body Corporate.
- 2.3 The parties acknowledge and agree that the appointment of the Manager is not an engagement of the Manager under Chapter 3 Part 5 of the Module.
- 2.4 For the avoidance of doubt, the Body Corporate acknowledges and agrees that this Agreement is not a property maintenance agreement and that the Manager is not required under this Agreement to carry out any property maintenance for the Scheme.

3. WHAT IS THE TERM OF THIS AGREEMENT?

- 3.1 The Manager is appointed for the Term.

4. WHAT ARE THE DUTIES OF THE MANAGER UNDER THIS AGREEMENT?

- 4.1 The Manager must supply the Agreed Services stated in Item F to the Body Corporate in accordance with the terms of this Agreement.
- 4.2 The Manager may supply the Additional Services stated in Item G to the Body Corporate at the Body Corporate's request.
- 4.3 The Body Corporate must pay the Manager the Additional Fees for the provision of the Additional Services
- 4.4 During the Term, the Manager shall have the custody of the common seal of the Body Corporate.
- 4.5 The Manager will at all times comply with



- (1) the Act;
- (2) the Module;
- (3) the code of conduct in the Act applying to body corporate managers; and
- (4) the *Code of Ethical Conduct* published by SCA (Qld).

- 4.6 The Body Corporate will use its best endeavours to ensure the voting committee members at all times aware of their obligations under and shall comply with, the code of conduct in the Act applying to voting committee members.

5. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER?

- 5.1 The Body Corporate authorises the Manager to exercise the Authorised Powers.
- 5.2 The Manager shall only exercise the Authorised Powers to facilitate the performance of the Agreed Services or any Additional Services.
- 5.3 The Manager is not under any obligation to exercise the Authorised Powers except to the extent necessary to facilitate the performance of the Agreed Services and the Additional Services.
- 5.4 Without limiting clause 5.2, the Manager is specifically authorised to administer funds controlled by the Body Corporate.
- 5.5 The authorisation given by the Body Corporate to the Manager to exercise the Authorised Powers under this clause 5 does not:
- (1) make the Manager responsible for performing the statutory functions of the Body Corporate or the Committee;
 - (2) relieve the Body Corporate or the Committee of their statutory functions.
- 5.6 The Body Corporate specifically authorises the Manager to:
- (1) obtain quotations for insurances required to be effected by the Body Corporate under the Act or the Module;
 - (2) effect, on behalf of the Body Corporate such insurances as the Body Corporate directs the Manager to obtain;
 - (3) pay insurance premiums from the Body Corporate's funds; and
 - (4) submit insurance claims to the Body Corporate's insurers which the Body Corporate acknowledges forms part of the Additional Services.

- 5.7 The Body Corporate agrees and acknowledges that the Manager, in performing the service under clause

5.6, is not providing advice, nor is the Manager obliged to provide advice as to what insurance policy or policies the Body Corporate ought effect and the Body Corporate agrees and acknowledges it does not rely on the Manager (nor is it reasonable to rely on the Manager) to advise in respect of which insurances may be suitable for the Body Corporate and/or the extent, nature, level or appropriateness of any insurance policy effected from time to time by the Body Corporate.

6. HOW IS THE MANAGER TO BE PAID?

- 6.1 The Body Corporate must pay the Manager:

- (1) for the performance of the Agreed Services – the fee stated in Item B (as reviewed in accordance with this Agreement) at the time indicated in Item B;
- (2) for the performance of the Additional Services – the fees stated in Item C (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties; and
- (3) for Disbursements associated with the provisions of the Agreed Services or the Additional Services – the amount stated in Item E (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties.

- 6.2 The Manager may -

- (1) charge the Body Corporate for Disbursements at the rates stated in Item E for the Agreed Services and Additional Services (which may include a margin above cost to the Manager);
- (2) keep fees received by it for:
 - (a) information which the Manager must supply about the Body Corporate under the Act or the Module (e.g. an information certificate under section 205 of the Act);
 - (b) services supplied at the request of lot owners (e.g. information required to prepare a disclosure statement under section 206 of the Act); and
- (3) retain commissions paid to it by the providers of services to the Body Corporate as disclosed in Item I.

- 6.3 The Body Corporate must pay fees for Agreed Services, the Additional Fees and the Disbursements by EFT or direct debit (at the election of the Manager) to the Manager's nominated account, or otherwise as directed by the Manager from time to time.

- 6.4 When the Term is greater than one (1) year, the Body Corporate agrees that on each anniversary of the commencement date of this Agreement the



Manager may increase the fee for the Agreed Services to an amount which is the greater of:

- (1) The fee paid for the immediately preceding year increased by the fixed percentage increase amount stated in Item D; and

- (2) The amount calculated using the following formula:

$$\frac{A}{x} \times \frac{B}{C}$$

where:

A is the fee payable for the year immediately prior to the Review Date;

B is the CPI determined for the quarter ending immediately prior to the Review Date;

C is the CPI determined for the quarter ending immediately prior to commencement of the year last concluded.

The increased fee for the Agreed Services is payable by the Body Corporate from that date which is the anniversary of the commencement date of this Agreement notwithstanding the fees may not be reviewed until after that date.

- 6.5 The Body Corporate agrees that the fees and charges payable for the Additional Services and Disbursements may be increased by the Manager on 1 July each year following commencement of this Agreement and the Body Corporate must pay the increased fees and charges by the Manager at the reviewed rate from time to time.

7. HOW DOES THE BODY CORPORATE GIVE INSTRUCTIONS TO THE MANAGER?

- 7.1 The Body Corporate must nominate in writing a person who must be a voting committee member to communicate with the Manager on behalf of the Body Corporate (the Nominee). In the event that no person is nominated by the Committee, the chairperson of the Committee is taken to be the Nominee.

- 7.2 The Body Corporate may replace the Nominee by written notice to the Manager.

8. DISCLOSURE OF ASSOCIATES

- 8.1 If the Body Corporate considers and/or proposes to enter into a contract for the supply of goods and/or services from a provider and that provider is an associate of the Manager, then the Manager must disclose the relationship to the Body Corporate:

- (1) if the Manager is aware of the proposed contract then before the contract is entered into; or

- (2) otherwise in the shortest practicable time after it becomes aware that the contract is being and/or has been entered into.

- 8.2 The Manager discloses that at the commencement of this Agreement it is associated with the providers of goods and services stated in Item H and that shall be sufficient disclosure of these relationships for the purposes of clause 8.1 and the disclosure requirement in the Module.

- 8.3 Where the Manager has an arrangement with the provider of goods and/or services, and the Manager is entitled to receive a commission if the Body Corporate enters into a contract with that provider, then:

- (1) the details (including the commission, payment or other benefit) of any existing arrangement between the Manager and the provider as at the commencement of this Agreement are disclosed in Item I and the Body Corporate acknowledges such disclosure satisfies the disclosure requirements in the Module; or

- (2) for a new arrangement entered into after the commencement of this Agreement - the Manager must disclose to the Body Corporate the details of that arrangement before accepting any commission from the provider.

- 8.4 With the exception of any arrangement disclosed by the Manager as described in clause 8.3, the Manager must not, without the prior consent of the Body Corporate receive any commission from any contractor or supplier because the Body Corporate entered into an agreement with the contractor or supplier.

9. RELEASE & INDEMNITY BY THE BODY CORPORATE

- 9.1 The Body Corporate:

- (1) Releases, discharges and forever holds harmless the Manager (to the extent permitted by law) from any damages, losses, liabilities, costs, expenses and/or claims; and

- (2) Indemnifies and keeps indemnified the Manager against any damages, losses, liabilities, costs, expenses or claims incurred by the Manager (including the Manager being made a party to any litigation commenced by or against the Body Corporate);

arising out of or in connection with:

- (3) the exercise or performance of the Manager's rights and obligations under this Agreement;
- (4) the relationship between the Manager and the Body Corporate; or
- (5) the Manager being the manager for the Scheme,



10. BODY CORPORATE WARRANTY

- 10.1 The Body Corporate warrants it has validly passed any necessary resolutions required to enable it to enter into this Agreement with the Manager or give any authorisation to the Manager under it.

11. TRANSFER OF THIS AGREEMENT

- 11.1 This Agreement may be transferred by the Manager only in accordance with the Act.

12. TERMINATING THIS AGREEMENT

- 12.1 Either party may terminate this Agreement in accordance with the Act and/or the Module.
- 12.2 The Manager may terminate this Agreement at any time and for any reason by giving 60 days written notice to the Body Corporate.
- 12.3 If the Body Corporate fails to pay the Manager any amount owing to it under this Agreement and the failure continues for a period of 14 days after notice of the failure is given to the Body Corporate by the Manager, then:
- (1) the Manager may terminate this Agreement by giving 30 days written notice to the Body Corporate; and
 - (2) the Body Corporate will reimburse the Manager for the Manager's costs of recovering that amount from the Body Corporate, including any legal costs on an indemnity basis

13. BODY CORPORATE RECORDS

- 13.1 On expiry or earlier termination of this Agreement, the Manager must deliver to the Body Corporate its seal and the records and other documents in accordance with the Act and the Module.
- 13.2 The Manager acknowledges that it does not have a lien over the seal and the records and other documents of the Body Corporate.
- 13.3 Without any obligation to on the part of the Manager, the Body Corporate authorises the Manager to hold any document of the Body Corporate in photographic or electronic image form.

14. GOODS AND SERVICES TAX

- 14.1 For the purposes of this clause, a goods and services tax ("GST") means any tax imposed by any government or regulatory authority which is a tax on goods and services, a tax on consumption, a value-added tax or any similar impost.
- 14.2 Unless GST is expressly included, any fee or consideration expressed to be payable by the Body Corporate under any part of this Agreement does not include any GST that may be payable on the supply for which the fee or consideration is paid.

- 14.3 The Body Corporate must pay to the Manager, in addition to any fee or consideration payable for the Agreed Services, Additional Services or Disbursements, any additional amount of GST payable on the supply of those services.

- 14.4 The Body Corporate and the Manager agree to do all things, including providing tax invoices and other documentation, necessary or desirable to assist the other in claiming any input tax credit, adjustment or refund for any GST payable under this Agreement.

15. MISCELLANEOUS

- 15.1 Any notice required to be given or served by either party to this Agreement shall be given or served in the same manner as is provided for in the *Property Law Act (Qld) 1974*.
- 15.2 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force unless the basic purposes of this Agreement would be defeated by severance of the offending provision. This Agreement shall be governed and construed with reference to the laws in force in the state of Queensland.

16. PRIVACY ACT

- 16.3 If the Manager holds Personal Information under this Agreement, the Manager must, subject to the Act, comply with Australian Privacy Principle 11 set out in Schedule 1 of the Privacy Act. For the purposes of this clause, "Personal Information" has the same meaning as in the Privacy Act.

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Administration Agreement Version - June 2014

Must be reproduced in its complete
and unaltered state.

THIS SECTION INTENTIONALLY BLANK



REFERENCE SCHEDULE

ITEM

A. TERM (clause 3)

Month to month basis commencing on 27 October 2018

Does the Manager hold a SCA (Qld) Practising Certificate ☒ YES ☐ NO

Does the Manager have professional indemnity insurance? ☒ YES ☐ NO

If so, how much? \$ 10,000,000

B. FEES FOR AGREED SERVICES

The fee for Agreed Services shall be \$990.00 (monthly)
per annum payable in advance on the basis indicated right: quarterly

C. ADDITIONAL PROFESSIONAL SERVICES (exclusive of GST)

Schedule of hourly rates for Additional Professional Services as itemised in Item G

Director(s)	per hour ...\$225.00
Insurance Manager	per hour ...\$195.00
Senior Strata Community Manager	per hour ...\$210.00
Strata Community Manager	per hour ...\$190.00
Associate Community Manager	per hour ...\$130.00
Accountant	per hour ...\$165.00
Assistant Accountant	per hour ...\$130.00
Administrative Staff	per hour ...\$110.00

SCHEDULE OF ADDITIONAL PROFESSIONAL FEES (exclusive of GST)

Travel Expenses to attend On-Site	\$ at ATO rates
Work Orders issued plus attendance fees at nominated hourly rates	\$55.00
Voting Outside Committee (Flying Minute)	\$95.00
Reconvened Meeting	\$190.00
Internet Access	\$ 14.00 per lot
Trades Monitor	At Cost
Preparation of Information For	\$8.00/lot

Audit of Records
Archive storage fee: \$2.30 per lot

On-charging of Expenses, per Invoice \$20.00

Preparation of Information For Business Activity Statement (BAS) (per Qtr)
(1 – 100 lots) \$153.00
(101 – 200 lots) \$283.00
(201 +) \$314.00

Preparation of Instalment Activity Statement (IAS) \$32.00 per Qtr

Arrears Collection
Arrears Notices -
(1st) charged against owner of lot no cost
(2nd) charged against owner of lot \$35.00
(3rd) charged against owner of lot \$55.00
Legal Action Referral Fee \$90.00
Management of Payment Plan \$10.00 per month per lot

Preparation of Cash Flow Analysis Accountant hourly rate
Reconciliation of Utilities Accountant hourly rate
Reversal of Discount on Levy Payment \$15 (per transaction)
Reversal of Penalty Interest \$15 (per transaction)
Term Deposit Re-investment Fee \$15 per rollover
Prepare and issue Special Levy \$82.50 per levy
Prepare and Issue Ballot Papers
Associate Community Manager hourly rate

D. FIXED PERCENTAGE INCREASE

The fixed percentage increase is the higher of 3% or CPI%

E. DISBURSEMENTS (exclusive of GST)

Are the Disbursements for the Agreed Services ☒ Flat Rate per Lot ☐ Cost per Item

Are the Disbursements for the Additional Services ☒ Flat Rate per Lot ☐ Cost per Item

The disbursements are as follows

Flat Rate per Lot: \$75.00

Fixed amount per annum: \$7,425.00

Cost per Item

Telephone – Local calls:	\$0.52
Telephone – Incoming	Nil
Telephone – Mobile:	At Cost
Telephone – Long distance (within Aust.):	At Cost
Telephone – Long distance (overseas):	At Cost
Photocopying (1x single-sided copy):	\$0.55
Color copy	\$1.55
Printing (BC Max)	\$0.55



Envelopes – Standard DL	\$0.30
Envelopes – Ballot	\$1.50
Envelopes – Other	\$0.61
Envelopes – Reply Paid	\$0.70
Postage:	Standard Australia Post Rates
Archive Retrieval	At Cost
Emails	\$0.98 per recipient
Scanning	\$0.70
Labels Each	\$0.30
Dividers Each	\$0.33
Dividers Packet	\$3.30
Sleeves	\$0.50
Manilla Folders	\$0.41
Manilla Files	\$2.15
Lever Arch Files	\$4.00
Micro Encoded Forms	\$0.73
Electronic Funds Transfer	\$1.20
Letterhead/Follower	\$0.32

F. AGREED SERVICES

The agreed services are as follows:

Secretarial

- Convene and attend the Annual General Meeting up to the number of hours: 2
- Call nominations for the position of executive and ordinary members of the Committee.
- Prepare and distribute the notice of annual general meeting and ancillary documentation for Statutory Motions only.
- Record and distribute minutes of annual general meeting.
- Prepare and distribute notices for committee meetings based upon the following number of meetings: 4
- Attend Committee Meetings based upon the following number of meetings: 4
and up to the following number of hours per meeting: 3
- Record and distribute the minutes of committee meetings based upon the following number of meetings: 4
- Arrange for the appointment of a returning officer.

The engagement of the returning officer will be an additional expense to the Body Corporate (if required for a general meeting).

Financial

- Open, maintain and operate a bank account for the administrative fund and the sinking fund.
- Prepare a statement of accounts for each financial year.
- Prepare a draft budget for each financial year.
- Issue notices to lot owners for payment of contributions.
- Receipt and bank levies.
- Process and pay accounts.
- Prepare financial records and statements as required by the Regulations for the Module stated in Item J.
- Preparation of taxation files and submission to Archer Gowland for completion.

Administrative

- Pay insurance premiums and organise renewal quotations for renewals.
- Establish and maintain the roll and registers
- Maintain and keep records
- Make available the records for inspection

G. ADDITIONAL PROFESSIONAL SERVICES

- Any Agreed Services required to be undertaken outside of normal business hours i.e. 8:30 am – 5:00 pm (Mon – Fri)
- Preparation of notice of meeting, distribution of minutes and attendance at meetings in excess of those stated as an Agreed Service including EGM's, Flying Minutes and Reconvened Meetings.
- Any reasonable and lawful request by the Body Corporate which is not stated as an Agreed Service
- Collection of levy arrears.
- Prepare and distribute other levy notices (e.g. utility on-charging notices)
- Provide advice to individual lot owners
- Insurance claims handling – other than when MAI Strata Pty Ltd are the approved Insurance Agent
- Preparation of Application or Legal Action/Submission to Commissioner for Body Corporate and the Building Services Authority or Solicitors.
- Arranging for Lodgement of Documents with Dept. of Natural Resources & Mines.
- Enforcement of by-laws including preparation of breach notices.
- Liaison with Independent Contractors including major contracts.



H. DISCLOSURE OF ASSOCIATES

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

Name of Company: Archer Gowland, Chartered Accountant
Relationship: Colin Archer is a substantial stakeholder
Work Performed: Preparation of Income Tax Returns; Tax & GST Lodgements; Rulings; and Tax & GST advice as required

Name of Company: Archers BCM Services Pty Ltd
Relationship: Colin Archer is a substantial stakeholder
Work Performed: Provider of fire safety services, workplace health and safety services and quantity surveying services

Name of Company: ARC Utilities Pty Ltd
Relationship: Subsidiary Company of Archers BCM Pty Ltd
Work Performed: Provider of utility billing services.

Name of Company: Archers the Strata Professionals T/A Smart Strata
Relationship: Subsidiary Company of Archers BCM Pty Ltd
Work Performed: Provider of contractor listings, and education services.

Name of Company: MAI Strata Pty Ltd CAN 586 043 892 64
Relationship: Subsidiary Company of Archers BCM Pty Ltd
Work Performed: Provider of insurance management services

I. DISCLOSURE OF COMMISSIONS

The Manager or MAI Strata Pty Ltd may receive a fee from insurers, insurance brokers or other persons should it place the body corporate insurance business with any of the following insurance companies: CHU Underwriting Agencies, Allianz Insurance Australia, Strata Unit Underwriting Agency, Zurich, Mobias, CHUBB, AMP, Resilium, Longitude, QBE, CGU, Brooklyn, Strata Community Insurance Agencies, Marsh Advantage Insurance Pty Ltd and other insurance companies and insurance brokers as notified to the body corporate from time to time.

J. RELEVANT MODULE

- ☐ Standard ☐ Commercial
☒ Accommodation ☐ Small Schemes



THE COMMON SEAL of the Body Corporate
for:

**Sailfish Point
CTS 20973**

was affixed pursuant to an ordinary
resolution
of the Body Corporate in the presence of:

(Signature)

(Print Name)

(Designation)

(Signature)

(Print Name)

(Designation)

(Date)

EXECUTED by Archers BCM (Gold Coast)
Pty Ltd pursuant to Section 127 of the
Corporations Act 2001

(Signature of Sole Director/Director)

Colin Archer

(Signature of Director/Secretary)

(Print Name)

(Date)

Must be reproduced in
its complete and
unaltered state



*Administration Agreement
Engagement of a Body Corporate Manager
For use by SCA (Qld) members with a Practicing Certificate*

This Agreement is made this day of 2018

BETWEEN

The Body Corporate for Sailfish Point CTS 20973 ("the Body Corporate")

of 300 Cottesloe Drive, Mermaid Waters QLD 4218

AND

Archers BCM (Gold Coast) Pty Ltd 29 088 272 913
("the Body Corporate Manager")

of Level 3 "Southport Central Tower 3", 9 Lawson Street, Southport Qld 4215

ABOUT THIS AGREEMENT

This Agreement is produced by the SCA (Qld). It provides for the engagement of a body corporate manager by a body corporate.

This Agreement may only be used by body corporate managers holding a *Practicing Certificate* issued by SCA (Qld).

Under this Agreement, the Body Corporate appoints the Manager as the body corporate manager for the Scheme.

TERMINATION OF THE AGREEMENT

This Agreement is a binding legal document. The engagement of the body corporate manager may be terminated only in accordance with Clause 12.

TERM, OPTIONS AND PRICES

This Agreement may be for a term of up to three years (including options) - See Clause 3.

All costs expressed in dollar (\$) terms **exclude** any applicable GST - See Clause 14.

SPECIAL CONDITIONS TO THE AGREEMENT

Any special conditions to this Agreement appear in Item K.

COPYRIGHT AND REPRODUCTION

The copyright in this Agreement is owned by SCA (Qld). Only a Manager who holds a current *Practicing Certificate* issued by SCA (Qld) or other person authorised in writing by SCA (Qld) may use this Agreement or reproduce it for the purpose of the manager's use only (including scanned copies for electronic archival). In all other cases reproduction, including retyping, of this Agreement is prohibited without prior written consent of SCA (Qld).

FURTHER ADVICE

Body corporate managers and others seeking to use this Agreement should obtain independent legal advice if questions exist concerning any provisions contained within this Agreement.



Postal Address: PO Box 10664
Southport BC Qld 4215

Street Address: Level 3 "Southport Central Tower 3"
9 Lawson Street
Southport Qld 4215

Phone: 07 5552 0700
Fax: 07 5528 1036
Email: goldcoast@abcm.com.au



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- 5.4 Without limiting clause 5.2, the Manager is specifically authorised to administer funds controlled by the Body Corporate.
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 - (1) make the Manager responsible for performing the statutory functions of the Body Corporate or the Committee;
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 - (2) effect, on behalf of the Body Corporate such insurances as the Body Corporate directs the Manager to obtain;
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5.6, is not providing advice, nor is the Manager obliged to provide advice as to what insurance policy or policies the Body Corporate ought effect and the Body Corporate agrees and acknowledges it does not rely on the Manager (nor is it reasonable to rely on the Manager) to advise in respect of which insurances may be suitable for the Body Corporate and/or the extent, nature, level or appropriateness of any insurance policy effected from time to time by the Body Corporate.

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6.1 The Body Corporate must pay the Manager:

- (1) for the performance of the Agreed Services – the fee stated in Item B (as reviewed in accordance with this Agreement) at the time indicated in Item B;
- (2) for the performance of the Additional Services – the fees stated in Item C (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties; and
- (3) for Disbursements associated with the provisions of the Agreed Services or the Additional Services – the amount stated in Item E (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties.

6.2 The Manager may -

- (1) charge the Body Corporate for Disbursements at the rates stated in Item E for the Agreed Services and Additional Services (which may include a margin above cost to the Manager);
- (2) keep fees received by it for:
 - (a) information which the Manager must supply about the Body Corporate under the Act or the Module (e.g. an information certificate under section 205 of the Act);
 - (b) services supplied at the request of lot owners (e.g. information required to prepare a disclosure statement under section 206 of the Act); and
- (3) retain commissions paid to it by the providers of services to the Body Corporate as disclosed in Item I.

6.3 The Body Corporate must pay fees for Agreed Services, the Additional Fees and the Disbursements by EFT or direct debit (at the election of the Manager) to the Manager's nominated account, or otherwise as directed by the Manager from time to time.

6.4 When the Term is greater than one (1) year, the Body Corporate agrees that on each anniversary of the commencement date of this Agreement the



Manager may increase the fee for the Agreed Services to an amount which is the greater of:

(1) The fee paid for the immediately preceding year increased by the fixed percentage increase amount stated in Item D; and

(2) The amount calculated using the following formula:

$$\frac{A}{x} \times \frac{B}{C}$$

C

where:

A is the fee payable for the year immediately prior to the Review Date;

B is the CPI determined for the quarter ending immediately prior to the Review Date;

C is the CPI determined for the quarter ending immediately prior to commencement of the year last concluded.

The increased fee for the Agreed Services is payable by the Body Corporate from that date which is the anniversary of the commencement date of this Agreement notwithstanding the fees may not be reviewed until after that date.

6.5 The Body Corporate agrees that the fees and charges payable for the Additional Services and Disbursements may be increased by the Manager on 1 July each year following commencement of this Agreement and the Body Corporate must pay the increased fees and charges by the Manager at the reviewed rate from time to time.

7. HOW DOES THE BODY CORPORATE GIVE INSTRUCTIONS TO THE MANAGER?

7.1 The Body Corporate must nominate in writing a person who must be a voting committee member to communicate with the Manager on behalf of the Body Corporate (the Nominee). In the event that no person is nominated by the Committee, the chairperson of the Committee is taken to be the Nominee.

7.2 The Body Corporate may replace the Nominee by written notice to the Manager.

8. DISCLOSURE OF ASSOCIATES

8.1 If the Body Corporate considers and/or proposes to enter into a contract for the supply of goods and/or services from a provider and that provider is an associate of the Manager, then the Manager must disclose the relationship to the Body Corporate:

(1) if the Manager is aware of the proposed contract then before the contract is entered into; or

(2) otherwise in the shortest practicable time after it becomes aware that the contract is being and/or has been entered into.

8.2 The Manager discloses that at the commencement of this Agreement it is associated with the providers of goods and services stated in Item H and that shall be sufficient disclosure of these relationships for the purposes of clause 8.1 and the disclosure requirement in the Module.

8.3 Where the Manager has an arrangement with the provider of goods and/or services, and the Manager is entitled to receive a commission if the Body Corporate enters into a contract with that provider, then:

(1) the details (including the commission, payment or other benefit) of any existing arrangement between the Manager and the provider as at the commencement of this Agreement are disclosed in Item I and the Body Corporate acknowledges such disclosure satisfies the disclosure requirements in the Module; or

(2) for a new arrangement entered into after the commencement of this Agreement - the Manager must disclose to the Body Corporate the details of that arrangement before accepting any commission from the provider.

8.4 With the exception of any arrangement disclosed by the Manager as described in clause 8.3, the Manager must not, without the prior consent of the Body Corporate receive any commission from any contractor or supplier because the Body Corporate entered into an agreement with the contractor or supplier.

9. RELEASE & INDEMNITY BY THE BODY CORPORATE

9.1 The Body Corporate:

(1) Releases, discharges and forever holds harmless the Manager (to the extent permitted by law) from any damages, losses, liabilities, costs, expenses and/or claims; and

(2) Indemnifies and keeps indemnified the Manager against any damages, losses, liabilities, costs, expenses or claims incurred by the Manager (including the Manager being made a party to any litigation commenced by or against the Body Corporate);

arising out of or in connection with:

(3) the exercise or performance of the Manager's rights and obligations under this Agreement;

(4) the relationship between the Manager and the Body Corporate; or

(5) the Manager being the manager for the Scheme,



10. BODY CORPORATE WARRANTY

- 10.1 The Body Corporate warrants it has validly passed any necessary resolutions required to enable it to enter into this Agreement with the Manager or give any authorisation to the Manager under it.

11. TRANSFER OF THIS AGREEMENT

- 11.1 This Agreement may be transferred by the Manager only in accordance with the Act.

12. TERMINATING THIS AGREEMENT

- 12.1 Either party may terminate this Agreement in accordance with the Act and/or the Module.
- 12.2 The Manager may terminate this Agreement at any time and for any reason by giving 60 days written notice to the Body Corporate.
- 12.3 If the Body Corporate fails to pay the Manager any amount owing to it under this Agreement and the failure continues for a period of 14 days after notice of the failure is given to the Body Corporate by the Manager, then:
- (1) the Manager may terminate this Agreement by giving 30 days written notice to the Body Corporate; and
- (2) the Body Corporate will reimburse the Manager for the Manager's costs of recovering that amount from the Body Corporate, including any legal costs on an indemnity basis

13. BODY CORPORATE RECORDS

- 13.1 On expiry or earlier termination of this Agreement, the Manager must deliver to the Body Corporate its seal and the records and other documents in accordance with the Act and the Module.
- 13.2 The Manager acknowledges that it does not have a lien over the seal and the records and other documents of the Body Corporate.
- 13.3 Without any obligation to on the part of the Manager, the Body Corporate authorises the Manager to hold any document of the Body Corporate in photographic or electronic image form.

14. GOODS AND SERVICES TAX

- 14.1 For the purposes of this clause, a goods and services tax ("GST") means any tax imposed by any government or regulatory authority which is a tax on goods and services, a tax on consumption, a value-added tax or any similar impost.
- 14.2 Unless GST is expressly included, any fee or consideration expressed to be payable by the Body Corporate under any part of this Agreement does not include any GST that may be payable on the supply for which the fee or consideration is paid.

- 14.3 The Body Corporate must pay to the Manager, in addition to any fee or consideration payable for the Agreed Services, Additional Services or Disbursements, any additional amount of GST payable on the supply of those services.

- 14.4 The Body Corporate and the Manager agree to do all things, including providing tax invoices and other documentation, necessary or desirable to assist the other in claiming any input tax credit, adjustment or refund for any GST payable under this Agreement.

15. MISCELLANEOUS

- 15.1 Any notice required to be given or served by either party to this Agreement shall be given or served in the same manner as is provided for in the *Property Law Act (Qld) 1974*.
- 15.2 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force unless the basic purposes of this Agreement would be defeated by severance of the offending provision. This Agreement shall be governed and construed with reference to the laws in force in the state of Queensland.

16. PRIVACY ACT

- 16.3 If the Manager holds Personal Information under this Agreement, the Manager must, subject to the Act, comply with Australian Privacy Principle 11 set out in Schedule 1 of the Privacy Act. For the purposes of this clause, "Personal Information" has the same meaning as in the Privacy Act.

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Administration Agreement Version - June 2014

Must be reproduced in its complete
and unaltered state.

THIS SECTION INTENTIONALLY BLANK



REFERENCE SCHEDULE

ITEM

A. TERM (clause 3)

Month to month basis commencing on 27 October 2018

Does the Manager hold a SCA (Qld) Practising Certificate ☒ YES ☐ NO

Does the Manager have professional indemnity insurance? ☒ YES ☐ NO

If so, how much? \$ 10,000,000

B. FEES FOR AGREED SERVICES

The fee for Agreed Services shall be \$990.00 (monthly)

per annum payable in advance on the basis indicated right: quarterly

C. ADDITIONAL PROFESSIONAL SERVICES (exclusive of GST)

Schedule of hourly rates for Additional Professional Services as itemised in Item G

Director(s)	per hour ...\$225.00
Insurance Manager	per hour ...\$195.00
Senior Strata Community Manager	per hour ...\$210.00
Strata Community Manager	per hour ...\$190.00
Associate Community Manager	per hour ...\$130.00
Accountant	per hour ...\$165.00
Assistant Accountant	per hour ...\$130.00
Administrative Staff	per hour ...\$110.00

SCHEDULE OF ADDITIONAL PROFESSIONAL FEES (exclusive of GST)

Travel Expenses to attend On-Site	\$ at ATO rates
Work Orders issued plus attendance fees at nominated hourly rates	\$55.00
Voting Outside Committee (Flying Minute)	\$95.00
Reconvened Meeting	\$190.00
Internet Access	\$ 14.00 per lot
Trades Monitor	At Cost
Preparation of Information For	\$8.00/lot

Audit of Records
Archive storage fee: \$2.30 per lot

On-charging of Expenses, per Invoice \$20.00

Preparation of Information For Business Activity Statement (BAS) (per Qtr)
(1 – 100 lots) \$153.00
(101 – 200 lots) \$283.00
(201 +) \$314.00

Preparation of Instalment Activity Statement (IAS) \$32.00 per Qtr

Arrears Collection
Arrears Notices -
(1st) charged against owner of lot no cost
(2nd) charged against owner of lot \$35.00
(3rd) charged against owner of lot \$55.00
Legal Action Referral Fee \$90.00
Management of Payment Plan \$10.00 per month per lot

Preparation of Cash Flow Analysis Accountant hourly rate
Reconciliation of Utilities Accountant hourly rate
Reversal of Discount on Levy Payment \$15 (per transaction)
Reversal of Penalty Interest \$15 (per transaction)
Term Deposit Re-investment Fee \$15 per rollover
Prepare and issue Special Levy \$82.50 per levy
Prepare and Issue Ballot Papers
Associate Community Manager hourly rate

D. FIXED PERCENTAGE INCREASE

The fixed percentage increase is the higher of 3% or CPI%

E. DISBURSEMENTS (exclusive of GST)

Are the Disbursements for the Agreed Services ☒ Flat Rate per Lot ☐ Cost per Item

Are the Disbursements for the Additional Services ☒ Flat Rate per Lot ☐ Cost per Item

The disbursements are as follows

Flat Rate per Lot: \$75.00 _

Fixed amount per annum: \$7,425.00

Cost per Item

Telephone – Local calls:	\$0.52
Telephone – Incoming	Nil
Telephone – Mobile:	At Cost
Telephone – Long distance (within Aust.):	At Cost
Telephone – Long distance (overseas):	At Cost
Photocopying (1x single-sided copy):	\$0.55
Color copy	\$1.55
Printing (BC Max)	\$0.55



Envelopes – Standard DL	\$0.30
Envelopes – Ballot	\$1.50
Envelopes – Other	\$0.61
Envelopes – Reply Paid	\$0.70
Postage:	Standard Australia Post Rates
Archive Retrieval	At Cost
Emails	\$0.98 per recipient
Scanning	\$0.70
Labels Each	\$0.30
Dividers Each	\$0.33
Dividers Packet	\$3.30
Sleeves	\$0.50
Manilla Folders	\$0.41
Manilla Files	\$2.15
Lever Arch Files	\$4.00
Micro Encoded Forms	\$0.73
Electronic Funds Transfer	\$1.20
Letterhead/Follower	\$0.32

F. AGREED SERVICES

The agreed services are as follows:

Secretarial

- Convene and attend the Annual General Meeting up to the number of hours: 2
- Call nominations for the position of executive and ordinary members of the Committee.
- Prepare and distribute the notice of annual general meeting and ancillary documentation for Statutory Motions only.
- Record and distribute minutes of annual general meeting.
- Prepare and distribute notices for committee meetings based upon the following number of meetings: 4
- Attend Committee Meetings based upon the following number of meetings: 4
and up to the following number of hours per meeting: 3
- Record and distribute the minutes of committee meetings based upon the following number of meetings: 4
- Arrange for the appointment of a returning officer.

The engagement of the returning office will be an additional expense to the Body Corporate (if required for a general meeting).

Financial

- Open, maintain and operate a bank account for the administrative fund and the sinking fund.
- Prepare a statement of accounts for each financial year.
- Prepare a draft budget for each financial year.
- Issue notices to lot owners for payment of contributions.
- Receipt and bank levies.
- Process and pay accounts.
- Prepare financial records and statements as required by the

Regulations for the Module stated in Item J.

- Preparation of taxation files and submission to Archer Gowland for completion.

Administrative

- Pay insurance premiums and organise renewal quotations for renewals.
- Establish and maintain the roll and registers
- Maintain and keep records
- Make available the records for inspection

G. ADDITIONAL PROFESSIONAL SERVICES

- Any Agreed Services required to be undertaken outside of normal business hours i.e. 8:30 am – 5:00 pm (Mon – Fri)
- Preparation of notice of meeting, distribution of minutes and attendance at meetings in excess of those stated as an Agreed Service including EGM's, Flying Minutes and Reconvened Meetings.
- Any reasonable and lawful request by the Body Corporate which is not stated as an Agreed Service
- Collection of levy arrears.
- Prepare and distribute other levy notices (e.g. utility on-charging notices)
- Provide advice to individual lot owners
- Insurance claims handling – other than when MAI Strata Pty Ltd are the approved Insurance Agent
- Preparation of Application or Legal Action/Submission to Commissioner for Body Corporate and the Building Services Authority or Solicitors.
- Arranging for Lodgement of Documents with Dept. of Natural Resources & Mines.
- Enforcement of by-laws including preparation of breach notices.
- Liaison with Independent Contractors including major contracts.



H. DISCLOSURE OF ASSOCIATES

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

Name of Company: Archer Gowland, Chartered Accountant
Relationship: Colin Archer is a substantial stakeholder
Work Performed: Preparation of Income Tax Returns; Tax & GST Lodgements; Rulings; and Tax & GST advice as required

Name of Company: Archers BCM Services Pty Ltd
Relationship: Colin Archer is a substantial stakeholder
Work Performed: Provider of fire safety services, workplace health and safety services and quantity surveying services

Name of Company: ARC Utilities Pty Ltd
Relationship: Subsidiary Company of Archers BCM Pty Ltd
Work Performed: Provider of utility billing services.

Name of Company: Archers the Strata Professionals T/A Smart Strata
Relationship: Subsidiary Company of Archers BCM Pty Ltd
Work Performed: Provider of contractor listings, and education services.

Name of Company: MAI Strata Pty Ltd CAN 586 043 892 64
Relationship: Subsidiary Company of Archers BCM Pty Ltd
Work Performed: Provider of insurance management services

I. DISCLOSURE OF COMMISSIONS

The Manager or MAI Strata Pty Ltd may receive a fee from insurers, insurance brokers or other persons should it place the body corporate insurance business with any of the following insurance companies: CHU Underwriting Agencies, Allianz Insurance Australia, Strata Unit Underwriting Agency, Zurich, Mobias, CHUBB, AMP, Resilium, Longitude, QBE, CGU, Brooklyn, Strata Community Insurance Agencies, Marsh Advantage Insurance Pty Ltd and other insurance companies and insurance brokers as notified to the body corporate from time to time.

J. RELEVANT MODULE

- ☐ Standard ☐ Commercial
☒ Accommodation ☐ Small Schemes



THE COMMON SEAL of the Body Corporate
for:

**Sailfish Point
CTS 20973**

was affixed pursuant to an ordinary
resolution
of the Body Corporate in the presence of:

(Signature)

(Print Name)

(Designation)

(Signature)

(Print Name)

(Designation)

(Date)

EXECUTED by Archers BCM (Gold Coast)
Pty Ltd pursuant to Section 127 of the
Corporations Act 2001

(Signature of Sole Director/Director)

Colin Archer

(Signature of Director/Secretary)

(Print Name)

(Date)

Must be reproduced in
its complete and
unaltered state

62431 Gold Coast Highway
Mermaid Beach QLD 4218
Telephone: (07) 5575 2955
Facsimile: (07) 5575 3533



P.O. Box 554
Mermaid Beach QLD 4218
Web: www.auadmin.com.au
Email: aua@auadmin.com.au

AUSTRALIAN UNIT ADMINISTRATION PTY LTD

ABN 83 010 256 309

6th June 2018

Emailed: stephen_mortensen@yahoo.com.au

Dear Stephen

**SAILFISH POINT
COTTESLOE DRIVE, MERMAID WATERS
RE: BODY CORPORATE ADMINISTRATION**

In response to your recent enquiry regarding the appointment of a body corporate manager we have pleasure in offering our services. Attached is more information outlining the duties and functions we perform.

Australian Unit Administration is an established and well-respected specialist in the field of body corporate administration with over twenty-five years experience in South East Queensland and several hundred buildings currently under our supervision.

We are a small to medium sized company and as such can tailor our service to suit the requirements of individual committees. Our base fee covers all the needs of a Body Corporate and additional fees would only be incurred in unusual circumstances. In our experience there are some years where there are a number of matters to be addressed and additional meetings may be required. Other years may be less busy and therefore on balance there is no necessity to charge for additional meetings. We recognise that buildings over time develop their own culture and manner of dealing with issues and these consistently applied ensure fairness for all owners.

We are committed to achieving excellence in the industry of body corporate management. The Director is an accountant with many years experience in the body corporate administration. The staff are all permanent long-term employees of the Company with varying areas of expertise. All members of the team are dedicated to providing the highest standard of service.

We have many long term staff who have been involved in the industry for twenty years or more with each having an area for which they are responsible. We provide regular and adequate training for all staff members to ensure that they are able to advise and assist on most matters.

It is our aim to provide all buildings with a very personal and effective service liaising closely with the committee and owners to ensure that the building is effectively and efficiently managed. We have a very effective and successful debt collection team who understand that the timely collection of debts is vital.

Our services are provided at an affordable rate and to assist you in maintaining levies at a realistic level and we let you know the maximum total cost of our service for the year.

We pride ourselves on our flexibility and ability to provide good service and cater to individual needs.

Secretarial fees per annum	\$15,000.00 Incl GST
Disbursements at cost not to exceed	\$5,000.00 Incl GST

If our proposal is acceptable and you wish to appoint this Company we will be happy to provide you with all the necessary information and documentation required to achieve this.

If you have any further questions about our Company and services please contact us.

Yours faithfully



David Yeates
AUSTRALIAN UNIT ADMINISTRATION