

30 October 2024

## NOTICE OF ANNUAL GENERAL MEETING

### **BODY CORPORATE 350553**

46 York Street, Hamilton East, HAMILTON 3216

### **MEETING PLACE, DATE & TIME**

Quay Body Corporate, 69 Victoria Street, Hamilton

**Wednesday, 13 November 2024 at 01:00 PM**

**Please refer to body of email for zoom link**

### **If you are unable to attend the Annual General meeting;**

Body corporate managers cannot conduct the business of the body corporate without instruction. It is therefore imperative that owners attend meetings and vote or provide postal votes on the requisite resolutions even where those are merely to conduct business as usual, or otherwise grant their proxy vote to another person. Without your involvement the body corporate is unable to function.

Please complete the postal voting form or proxy form attached and return to our office via email to [nicole.sinclair@quaybodycorporate.co.nz](mailto:nicole.sinclair@quaybodycorporate.co.nz) or our postal address at PO Box 19093, Hamilton. It is crucial that we have a quorum to be able to pass the resolutions required. Please be advised that Quay Body Corporate is able to act as your proxy on these matters. Please note that if 2 or more persons own one unit jointly, then they must jointly appoint the proxy (who may be one of those persons).

### **If there is no quorum at the meeting:**

- (a) Postal votes may be taken into account, together with those present.
- (b) If a threshold of those entitled to exercise 25% of votes is not present, the meeting will be reconvened on the same day, one week later at the same time and place.
- (c) The reconvened meeting must proceed whether there is a quorum or not.
- (d) Anyone with funds outstanding at the time of AGM (including those on payment plans) cannot be included in the quorum count.

### **Financial Status**

A unit owner may not vote unless all Body Corporate levies and other amounts **(this includes funds outstanding where the owner is on payment plan)**, that are from time to time, payable to the Body Corporate in respect of the unit have been paid. An owner with a mortgage may require the consent of the mortgagee in order to exercise voting rights.

### **The following documents are attached:**

- (a) AGM agenda
- (b) Proxy appointment form;
- (c) Postal voting form;
- (d) A copy of the financial statements for the most recent financial year and proposed budget for the forthcoming year;
- (e) Health and safety, and long term maintenance plan (if due for review)
- (f) Conflict register of the Body Corporate Manager and Committee

Please contact us if you have any queries.

Kind Regards,  
Nicole Sinclair  
Body Corporate Manager  
[nicole.sinclair@quaybodycorporate.co.nz](mailto:nicole.sinclair@quaybodycorporate.co.nz)

## Agenda of Meeting

### ANNUAL GENERAL MEETING AGENDA

#### **BODY CORPORATE 350553**

46 York Street, Hamilton East, HAMILTON 3216

#### **MEETING PLACE, DATE & TIME**

Quay Body Corporate, 69 Victoria Street, Hamilton

**Wednesday, 13 November 2024 at 01:00 PM**

**Please refer to body of email for zoom link**

#### **BODY CORPORATE CHAIRPERSON**

George Patterson

#### **MEETING CHAIRPERSON**

Nicole Sinclair

#### **AGENDA ITEMS**

##### **1 QUORUM**

The chair of the meeting will record any apologies, proxies and postal votes received, as well as receive the attendance register and confirm that the meeting has a quorum. The chair of the meeting will also conduct a health and safety briefing and point out fire exits in the event of emergency.

##### **2 PREVIOUS MINUTES**

###### **Ordinary Motion**

That the minutes of the last annual general meeting of the Body Corporate held on **22 November 2023** are confirmed as a true record of the proceedings of that meeting.

##### **3 MATTERS ARISING**

LTMP and Health & Safety Report - **Solutions in Engineering \$1,094**

Insurance Valuation - **CBRE Limited \$770.50**

Gutter clean - **Green Agenda \$230**

###### **Introducing - Owners Online Portal**

Following the meeting, an invitation will be sent to all owners for our new online portal, known as Smata or MRI Strata Connect. Owners will have access to AGM documents, their respective levy notices and other helpful information. Access will also soon be available via our website.

##### **4 QUAY BODY CORPORATE SERVICE AGREEMENT**

**Note:** The Chairperson and Committee have various duties under the Unit Titles Act 2010 and associated regulations and operational rules. The appointment of a Body Corporate Manager is desirable in order to assist the Body Corporate, it's the Chairperson and Committee to comply with their responsibilities and ensure the proper management, administration and record keeping of the Body Corporate.

###### **Ordinary Motion**

That the Body Corporate appoint Quay Body Corporate, as Body Corporate Manager to assist the Chairperson, Committee and Body Corporate to fulfil their duties under the Unit Titles Act and associated regulations, and to perform the role and services specified, in accordance with the Service Agreement supplied to the Body Corporate and that the Chairperson execute the Service Agreement on behalf of the Body Corporate.

## 5 COMMITTEE REPORT

The Body Corporate does not have a Committee therefore a report is not required.

## 6 ELECTION OF CHAIRPERSON

**Note:** A Body Corporate must elect a Chairperson by ordinary resolution at every annual general meeting. The Chairperson has the duties in Regulation 11, subject to and delegation to the Body Corporate Committee, and is responsible for signing the management agreement appointing Quay Body Corporate to manage the Body Corporate. Unless the body corporate decides by ordinary resolution that the body corporate committee shall elect the Chairperson of the committee, the chairperson shall be elected by the body corporate and will also be the chair of the body corporate committee.

Failure to appoint a Chairperson will result in various administrative difficulties, such as if the Body Corporate wishes to amend the Body Corporate Operational Rules and will fail to meet its obligations under the Unit Titles Act and Regulations.

No nominations have been received, a Chairperson will be elected at the meeting.

### Ordinary Motion

That \_\_\_\_\_ be elected as chairperson of the body corporate and serve as such until the earlier of the next AGM or their resignation.

## 7 ELECTION OF COMMITTEE

**Note:** A Body Corporate with 9 or fewer principal units may, but is not required to form a Body Corporate Committee.

### Ordinary Motion

That by resolution, the Body Corporate decides not to establish a committee.

## 8 PREVIOUS FINANCIAL STATEMENTS

### Ordinary Motion

That the financial accounts for the previous financial year be approved and adopted.

*Quay Body Corporate Management Limited under the terms of its agreement of services as Body Corporate Manager is responsible for the preparation of basic financial accounts. Provision of these accounts is on the basis that Quay Body Corporate Management Limited does not hold itself as a qualified or Chartered Accountant. Should the Body Corporate require the accounts to be prepared by a Chartered Accountant or the accounts be audited, this will be at the cost of the Body Corporate.*

## 9 INDEPENDENT REVIEW OF FINANCIAL STATEMENTS

### Special Motion

That by special resolution the Body Corporate agree not to appoint an auditor and that section 132(2) of the Unit Titles Act 2010 will not apply for the financial statements of the previous financial year.

## 10 BODY CORPORATE RULES

No changes to the operational rules have been proposed.

## 11 INSURANCE

**Note:** An insurance valuation is not required unless requested by the insurance underwriter. The valuation must include common property (including any common driveway) and car parks. A copy of the valuation for insurance purposes is available on written request.

**Ordinary Motion**

That for the purposes of insurance, an updated valuation will be obtained shortly before renewal.

**Ordinary Motion**

That the Body Corporate remains with the existing broker and that insurance is renewed as per the brokers recommendation.

**Ordinary Motion**

That the Body Corporate is authorised to secure Office Bearers Liability Insurance with a cover of \$500,000.

**Ordinary Motion**

That the unit owner is to pay any excess in the event of a claim except where the claim relates to common property, in which case the Body Corporate is to pay the excess.

**Note:** A copy of the insurance policy schedule will be supplied once received and on request. Please read the policy schedule carefully, this is important to you and you need to ensure that the policy adequately covers you and your usage of the property. You must disclose all information that is relevant to the Insurer's decision to insure. Any questions around disclosure and/or change of use for your unit should be raised with your broker direct.

**12 GENERAL MAINTENANCE**

That the following maintenance items be discussed and actioned where instructed;

- Annual gutter clean

**13 HEALTH AND SAFETY**

Under the Health and Safety at Work Act 2015, the Body Corporate has a duty to:

- Identify hazards
- Eliminate or minimise any hazards and where appropriate put controls in place; and
- Regularly check the control measures are in place
- Where an incident occurs or the workplace changes, there will be a review to your Health and Safety Solution.

The Health and Safety Risk Register was last reviewed in **2024**.

**Ordinary Motion**

That the following Health and Safety items be undertaken;

- Item 1 and 2: Electrical Switchboard install hazard stickers
- Item 21: Driveway speed sign install
- Item 22: Damaged grate be repaired or replaced
- Item 23, 24 and 25: Bollard installation by gas meters

**Ordinary Motion**

That the Health and Safety Risk Register be reviewed by the most cost effective consultant.

**Note:** If the above is not passed the below will be included in the minutes.

Although Quay Body Corporate strongly advise against it, the body corporate has decided to not review the risk register as an obligation under the Health and Safety at Work Act 2015. These minutes act as a record of that decision.

If a Committee Member or Body Corporate member choose to review the H&S register themselves and look for hazards themselves, they would be taking on this duty under the HSWA 2015 as an officer of the PCBU. Should they fail to identify a risk and someone hurts themselves or is killed, that individual, as an officer, is liable as is the PCBU and fines can range significantly up \$1.5 million for each offence under the Act. Individual members choosing to take on the task of H&S can be fined themselves.

## 14 LONG-TERM MAINTENANCE PLAN

**Note:** The Long-Term Maintenance Plan must be reviewed at least once every 3 years (Regulation 30(2)). If the Body Corporate becomes aware of a matter that may materially impact the Long Term Maintenance Plan, the plan must be reviewed as soon as reasonably practicable.

Unless resolved otherwise, the Body Corporate must also consult with a building professional, or other appropriately qualified professionals, when developing or reviewing the LTMP.

The Long-Term Maintenance Plan was reviewed in 2024 and is due for review in 2027.

## 15 LONG-TERM MAINTENANCE FUND

### Special Motion

That the Body Corporate **opt out** of the Long-Term Maintenance Fund for the current financial year by way of special resolution.

## 16 SINKING INVESTMENT FUND

### Ordinary Motion

That the body corporate agrees to transfer a sum to be agreed upon from the Optional Contingency Fund to an interest bearing investment account.

**Note:** The amount and date will be discussed and amended as instructed by owners at the meeting.

An annual tax return will be required for any interest earned and return charges will apply. The amount collected for the Optional Contingency Fund in the current financial year is held in a non-interest bearing account until the current financial year is completed.

## 17 ANNUAL BUDGET

### Ordinary Motion

That the Body Corporate approve and adopt the proposed annual budget for the year stated and that the Body Corporate raise levies in accordance with a unit owner's utility interest.

**Note:** The budget will be discussed and amended as instructed by owners at the meeting.

**Note:** If the Body Corporate choose to not levy all or some of the budget in accordance with Section 121 the following statement will be recorded in the minutes;

Although Quay Body Corporate strongly advised against it, the Body Corporate agrees that all or some of the budget will not be raised in accordance with section 121, an owners utility interest.

### Ordinary Motion

That the Body Corporate Manager be authorised to pay line items identified in the adopted budget as and when they fall due but refer to the Body Corporate for approval for unexpected expenses outside of the budget.

## 18 LEVY COLLECTION

### Ordinary Motion

That the Body Corporate raise levies in accordance with the approved budget and agreed above, with levy payments due on the 20th day of the month following the month of the AGM and if insurance is levied separately, the insurance levy will be due 14 days from insurance levy being issued.

**Note:** Non or late payment can affect insurance cover.

**Ordinary Motion**

That the Body Corporate is authorised to recover any unpaid levies owed to the Body Corporate, whether through Court, Tenancy Tribunal or otherwise. The collection costs, although recoverable by the Body Corporate from the defaulting unit owners, will need to be paid by the Body Corporate in the interim.

**Ordinary Motion**

That the Body Corporate charge interest at the rate of 10% per annum as provided in Section 128 of the Unit Titles Act 2010 on any monies overdue (including charging interest to those on payment plans) together with any administrative and legal costs the Body Corporate may incur in recovering due debts.

**GST**

**Note:** Your Body Corporate is not registered for GST.

**19 GENERAL BUSINESS**

Unless all eligible voters are present or represented by their proxies, any items raised at the meeting which are not included on the agenda cannot be voted on at the meeting.

No general business was put forward for the agenda.

## **AGENDA NOTES**

Please contact Quay Body Corporate on +6478392538 or [nicole.sinclair@quaybodycorporate.co.nz](mailto:nicole.sinclair@quaybodycorporate.co.nz) if you have any questions about this notice.

### **Attending the Meeting or Voting by Proxy**

You should bring this notice with you to the meeting. If you cannot attend the meeting and you wish to cast a vote, please complete the enclosed postal or proxy form and return it to our office.

A proxy given to a caretaker, on-site residential manager or Body Corporate Manager is invalid if it would obtain or assist in obtaining a pecuniary interest for, or confer or assist in conferring any other material benefit on, the proxy.

### **Voting at the Meeting**

You can exercise your voting rights at the meeting in person or by proxy. If you are a corporation your voting rights can only be exercised by your company/trust nominee in person or by the company's proxy.

You, your company nominee or any person having authority to vote in respect of you cannot vote on a motion for an ordinary or special resolution unless the following amounts have been paid before the meeting:

- all contribution levied by the Body Corporate that are payable at the date of this notice including any monies outstanding on a payment plan; and
- any other money that is recoverable by the Body Corporate from you at the date of this notice

If you are an owner, your vote does not count if a vote is cast on the same motion by:

- the mortgagee shown on the strata roll for your lot;
  - the covenant charge shown on the strata roll for your lot; or
  - in the case of multiple mortgagees or covenant charges - the priority mortgagee or chargee shown on the strata roll for your lot
- and if you have received at least two days' notice from the mortgagees or covenant chargees of their intention to exercise their priority vote.

## **Resolutions**

### **For voting purposes:**

- an ordinary resolution is passed if the majority of votes are cast in favour of it;
- a special resolution is passed if not more than 25% of the votes cast (based on unit entitlement of the voter) are cast against it
- a unanimous resolution is passed if no vote is cast against it

## **Quorum**

For a valid meeting 25% of owners who are financial must be present either in person or by proxy.

Note that the minimum number for a valid meeting is two persons who are financial.

## **Election of Owners Committee**

The Owners Committee is chosen by:

- calling for nomination
- determining the number of members of the owners committee; and
- conducting a ballot for the election of member if the nominations exceed the available positions

## **Auditor**

The Body Corporate must consider if they wish to appoint an auditor or have the financial statements independently reviewed by an accountant.

## **Long Term Maintenance Plan**

All Body Corporate's must prepare a 10 year Long Term Maintenance Plan and update it every 3 years. Large Body Corporate's must prepare a 30 year Long Term Maintenance Plan, though for years 11-30 lesser detail is required.

**PROXY APPOINTMENT FORM**  
**BODY CORPORATE 350553**  
**Section 102(3), Unit Titles Act 2010**

To:

Unit number:

Body Corporate Number:

**Proxy appointment**

I/We the undersigned being the owners of the principle unit identified below and therefore an eligible voter within the meaning of section 96(1) of the Unit Titles Act 2010 appoint;

- Body Corporate Chairperson
- OR Body Corporate Manager
- OR (insert name)

Please circle one option above

as my/our proxy for the purposes of the general meeting to be held on 13/11/2024.

If the general meeting is adjourned and reconvened, this proxy appointment is valid for the purposes of the reconvened meeting.

**PLEASE COMPLETE POSTAL VOTE FORM ATTACHED SHOULD YOU WISH TO DIRECT YOUR PROXY ON HOW TO VOTE ON YOUR BEHALF**

Owner name:

Unit number:

Signature of eligible voter:

Date:

**Notes**

1. This proxy appointment expires at the end of the general meeting referred to in the form or, if that meeting is adjourned, the end of the reconvened meeting.
2. The full text of motions is contained in the notice of general meeting, a copy of which should be provided to the proxy.
3. Your proxy may not vote unless all body corporate levies, and other amounts that are owing in respect of your unit, have been paid.
4. If the unit owner is a body corporate or an unincorporated body, the representative (recorded in the register of unit owners) of the unit owner must sign the form.
5. If the unit is owned by more than 1 person, every owner must sign the form.
6. If the unit is owned by more than 1 person, one of the unit owners may be appointed as proxy.



**ANNUAL REPORTS**  
**for the financial year to 31/08/2024**

Body Corporate 350553  
46 York Street, Hamilton East HAMILTON 3216  
Manager: Nicole Sinclair

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## Statement of Financial Position

### As at 31/08/2024

Body Corporate 350553

46 York Street, Hamilton East HAMILTON 3216

	Current period	Previous year
<b>Owners' funds</b>		
<b>Administrative Fund</b>		
Operating Surplus/Deficit--Admin	4,578.82	(534.80)
Owners Equity--Admin	2,745.64	3,280.44
	<u>7,324.46</u>	<u>2,745.64</u>
<b>Sinking Fund</b>		
Operating Surplus/Deficit--Sinking	2,001.64	(8,598.26)
Owners Equity--Sinking	3,784.13	12,382.39
	<u>5,785.77</u>	<u>3,784.13</u>
<b>Net owners' funds</b>	<u><b>\$13,110.23</b></u>	<u><b>\$6,529.77</b></u>
<b>Represented by:</b>		
<b>Assets</b>		
<b>Administrative Fund</b>		
Cash at Bank--Admin	7,525.21	2,745.64
	<u>7,525.21</u>	<u>2,745.64</u>
<b>Sinking Fund</b>		
Cash at Bank--Sinking	5,785.77	3,784.13
	<u>5,785.77</u>	<u>3,784.13</u>
<b>Unallocated Money</b>		
	<u>0.00</u>	<u>0.00</u>
<i>Total assets</i>	<u>13,310.98</u>	<u>6,529.77</u>
<b>Less liabilities</b>		
<b>Administrative Fund</b>		
Creditors--Other--Admin	200.75	0.00
	<u>200.75</u>	<u>0.00</u>
<b>Sinking Fund</b>		
	<u>0.00</u>	<u>0.00</u>
<b>Unallocated Money</b>		
	<u>0.00</u>	<u>0.00</u>
<i>Total liabilities</i>	<u>200.75</u>	<u>0.00</u>
<b>Net assets</b>	<u><b>\$13,110.23</b></u>	<u><b>\$6,529.77</b></u>

## Statement of Financial Performance for the financial year to 31/08/2024

Body Corporate 350553

46 York Street, Hamilton East HAMILTON 3216

### Administrative Fund

	Current period 01/09/2023-31/08/2024	Annual budget 01/09/2023-31/08/2024	Variance (\$)
<b>Revenue</b>			
Interest on Arrears--Admin	14.92	0.00	14.92
Levies Due--Admin	18,157.00	18,157.00	0.00
<i>Total revenue</i>	18,171.92	18,157.00	14.92
<b>Less expenses</b>			
Admin--Agent Disbursements	108.96	109.00	(0.04)
Admin--Consultants	736.00	1,000.00	(264.00)
Admin--Health & Safety	358.00	398.00	(40.00)
Admin--Management Fees--Standard	2,300.04	2,300.00	0.04
Admin--Shortfall Recovery	0.00	540.00	(540.00)
Insurance--Premiums	8,505.40	8,600.00	(94.60)
Insurance--Valuation	770.50	950.00	(179.50)
Maint Bldg--General Repairs & Maintenance	230.00	3,500.00	(3,270.00)
Maint Grounds--Lawns Gardening Rubbish	584.20	760.00	(175.80)
<i>Total expenses</i>	13,593.10	18,157.00	(4,563.90)
<b>Surplus/Deficit</b>	4,578.82	0.00	4,578.82
Opening balance	2,745.64	2,745.64	0.00
<b>Closing balance</b>	\$7,324.46	\$2,745.64	\$4,578.82

**Sinking Fund**

	<b>Current period</b>	<b>Annual budget</b>	<b>Variance</b>
	01/09/2023-31/08/2024	01/09/2023-31/08/2024	(\$)
<b>Revenue</b>			
Interest on Arrears--Sinking	1.64	0.00	1.64
Levies Due OCF--Sinking	2,000.00	2,000.00	0.00
<i>Total revenue</i>	2,001.64	2,000.00	1.64
<b>Less expenses</b>			
<i>Total expenses</i>	0.00	0.00	0.00
<b>Surplus/Deficit</b>	2,001.64	2,000.00	1.64
Opening balance	3,784.13	3,784.13	0.00
<b>Closing balance</b>	<b>\$5,785.77</b>	<b>\$5,784.13</b>	<b>\$1.64</b>

## Proposed Budget to apply from 01/09/2024

Body Corporate 350553

46 York Street, Hamilton East HAMILTON 3216

### General

#### Administrative Fund

	Proposed budget	Actual 01/09/2023-31/08/2024	Previous budget
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#### Revenue

Interest on Arrears--Admin	0.00	14.92	0.00
Levies Due--Admin	16,709.00	18,157.00	18,157.00
<b>Total revenue</b>	16,709.00	18,171.92	18,157.00

#### Less expenses

Admin--Agent Disbursements	109.00	108.96	109.00
Admin--Consultants	780.00	736.00	1,000.00
Admin--Health & Safety	380.00	358.00	398.00
Admin--Management Fees--Standard	2,300.00	2,300.04	2,300.00
Admin--Shortfall Recovery	0.00	0.00	540.00
Insurance--Premiums	10,260.00	8,505.40	8,600.00
Insurance--Valuation	810.00	770.50	950.00
Maint Bldg--General Repairs & Maintenance	1,500.00	230.00	3,500.00
Maint Grounds--Lawns Gardening Rubbish	570.00	584.20	760.00
<b>Total expenses</b>	16,709.00	13,593.10	18,157.00

#### Surplus/Deficit

	0.00	4,578.82	0.00
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Opening balance	7,324.46	2,745.64	2,745.64
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#### Closing balance

	\$7,324.46	\$7,324.46	\$2,745.64
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Total units of entitlement	100		100
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Levy contribution per unit entitlement	\$167.09		\$181.57
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**General****Sinking Fund****Proposed  
budget**

01/09/2023-31/08/2024

**Actual****Previous  
budget****Revenue**

Interest on Arrears--Sinking

0.00

1.64

0.00

Levies Due OCF--Sinking

2,000.00

2,000.00

2,000.00

*Total revenue*

2,000.00

2,001.64

2,000.00

**Surplus/Deficit**

2,000.00

2,001.64

2,000.00

Opening balance

5,785.77

3,784.13

3,784.13

**Closing balance**

\$7,785.77

\$5,785.77

\$5,784.13

Total units of entitlement

100

100

Levy contribution per unit entitlement

\$20.00

\$20.00


## Property Risk Assessment Report

Prepared For: BC 350553  
 Inspection Date: 20 May 2024  
 Inspection By: Jared Fisher

Address: 46 York Street  
 City: Hamilton East NZ 3216



Item	Hazard Item	Reference	Location	Item Description	Risk Rating	Recommended Hazard Control	Photo	Comment
1	Electrical	AS / NZS 3000:2018 Clause 2.10.2.4	Electrical unit	Label Switchboard	2 - Moderate	We recommend that the electrical unit is clearly marked with appropriate signage stating, "ELECTRICAL HAZARD."		
2	Electrical	AS / NZS 3000:2018 Clause 2.10.2.4	Electrical unit	Label Switchboard	2 - Moderate	We recommend that the electrical unit is clearly marked with appropriate signage stating, "ELECTRICAL HAZARD."		
19	Safe Work Method Statements	Safe Work Methods	Working at Heights	Statement / Permit Required	C - Comment	An approved Safe Work Method Statement / Permit is required prior to commencing work, demonstrating care around working at heights.		
20	Safe Work Method Statements	Safe Work Methods	Confined Spaces	Statement / Permit Required	C - Comment	An approved Safe Work Method Statement / Confined Spaces Permit is required prior to work commencing in confined spaces, demonstrating care whilst successfully meeting AS2865.		
24	Vehicle Accessways	AS/NZS 2890.1:2004	Gas meter - vehicle accessway	Bollards recommended	2 - Moderate	We recommend that appropriately spaced bollards be installed to prevent vehicle collision incidents from occurring.		
23	Vehicle Accessways	AS/NZS 2890.1:2004	Gas meter - vehicle accessway	Bollards recommended	2 - Moderate	We recommend that appropriately spaced bollards be installed to prevent vehicle collision incidents from occurring.		
25	Vehicle Accessways	AS/NZS 2890.1:2004	Gas meter - vehicle accessway	Bollards recommended	2 - Moderate	We recommend that appropriately spaced bollards be installed to prevent vehicle collision incidents from occurring.		
22	Vehicle Accessways	AS/NZS ISO 31000:2009; NZBC cl F4; Building Regulations 1992	Vehicle accessway	Grate - Damaged	2 - Moderate	We recommend that the damaged grate is repaired or replaced as soon as possible as this represents a tripping hazard.		

21	Vehicle Accessways	NZTA Road Code 2011	Vehicle accessway	Signage recommended - Speed Limit - 10Km / h (Shared Space)	2 - Moderate	<p>The absence of clearly indicated speed limits in the vehicle accessways is likely to lead to vehicles travelling at unsafe speeds. In this area, the movement of pedestrians has priority over the movement of vehicles. As such, we recommend that shared zone speed signs indicating a speed limit of 10km / h and stating "SHARED ZONE" are installed as soon as possible as this</p> <p><del>represents a vehicle colliding with a pedestrian</del></p>		
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# Long-Term Maintenance Plan

**46 York Street**

**Hamilton East 3216**

**Unit Plan 350553**



## Report details

<b>Inspection date:</b>	20/05/2024
<b>Inspector:</b>	Jared Fisher



21/05/2024

The Body Corporate Committee Members  
46 York Street  
Hamilton East 3216

Dear Committee Members,

**Thank you for appointing our company to conduct your Long-Term Maintenance Plan.**

Based on our survey of your property, we have determined that the Body Corporate will need to increase its contributions in order to cover its forecast maintenance expenses. We strongly recommend that the levies be set at the level shown in this report.

This forecast should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements and any discrepancies between the forecast and actual long-term maintenance fund balances. Regular updates also create peace of mind and assist the Body Corporate to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

**Key Report Data Levies Summary – First Financial Year**

Levy Per Utility Interest (Total long term maintenance fund levy divided by utility interests)	\$58.00
Total Utility Interests	100
Total Long Term Maintenance Fund Levy	\$5,800.00

The data used to arrive at the above figures is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	Page No.
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15 Year Cash Flow Tracking & Graph with New Levies	3
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Yours sincerely,

The Team at Solutions in Engineering

## Building Details & Report Inputs

### Supplied information

Building Address	46 York Street Hamilton East 3216
Unit Plan No.	350553
Plan Type	Unit Plan
Registered Plan Date/Year of Construction	2005
Number of Utility Interests	100
Number of Units	5
Estimated Long Term Maintenance Fund Balance	\$5,784
Starting date of Financial Year for Report	1/09/2024
GST Status	Not Registered for GST
Current Long-Term Maintenance Levy per Utility interests	20.00

### Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000) Years 1 - 3	4.50%
Assumed Interest Rate on invested funds (For funds over \$10,000) Years 4 - 15	3.50%
Company Taxation Rate	28.00%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Long Term Maintenance Fund balances over \$10,000 - Years 1 - 3	3.24%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Long Term Maintenance Fund balances over \$10,000 - Years 4 - 15	2.52%
Contingency Allowance - For minor and/or unforeseen expenses	10%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase over the past five years.	4.50%
Forecast Period - Number of years the plan forecasts	15 years

### 15 Year Levy Table

Year	Year To	Total Contribution	Contribution per Utility Interest	Quarterly Contribution
1	31/08/2025	5,800.00	58.00	14.50
2	31/08/2026	6,032.00	60.32	15.08
3	31/08/2027	6,273.28	62.73	15.68
4	31/08/2028	6,524.21	65.24	16.31
5	31/08/2029	6,785.18	67.85	16.96
6	31/08/2030	7,056.59	70.57	17.64
7	31/08/2031	7,338.85	73.39	18.35
8	31/08/2032	7,632.40	76.32	19.08
9	31/08/2033	7,937.70	79.38	19.85
10	31/08/2034	8,255.21	82.55	20.64
11	31/08/2035	8,585.42	85.85	21.46
12	31/08/2036	8,928.84	89.29	22.32
13	31/08/2037	9,285.99	92.86	23.22
14	31/08/2038	9,657.43	96.57	24.14
15	31/08/2039	10,043.73	100.44	25.11

## 15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' (including contingency allowance) are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:

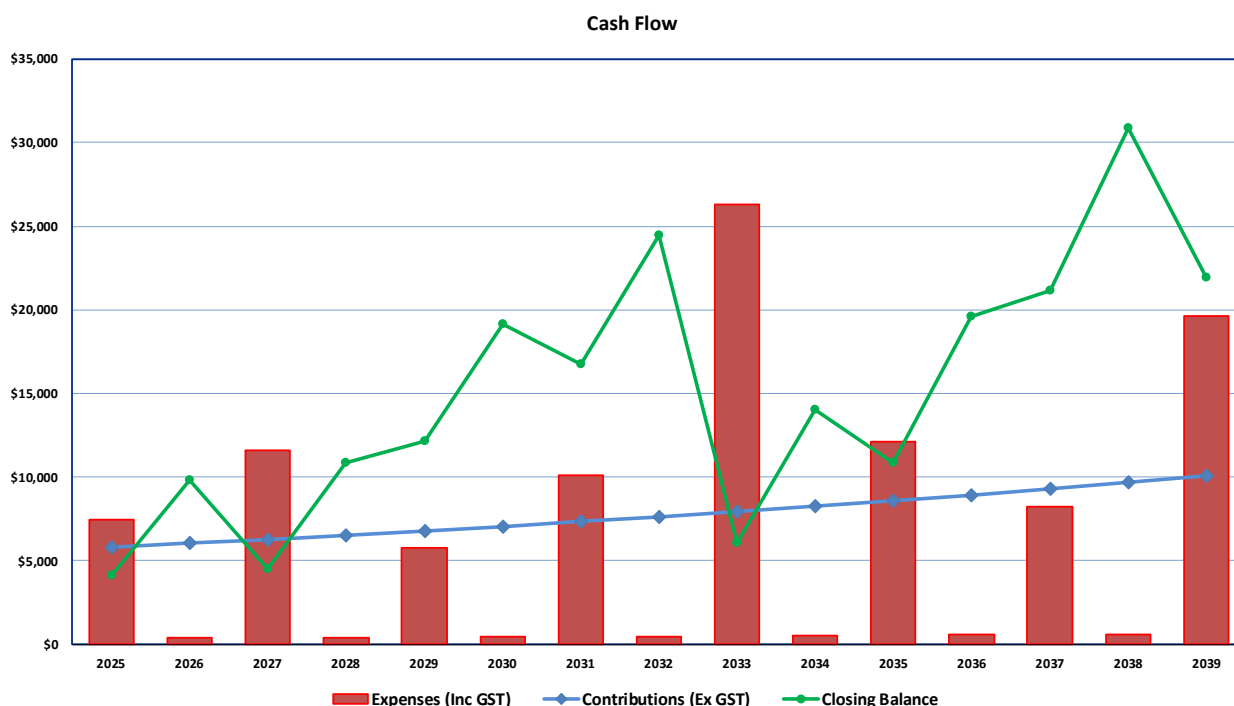
**Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance**

Year	Year To	Opening Balance	Total Levy Contributions (Exc. GST)	Interest (After Tax)	Anticipated Expenses (Inc. GST)	Closing Balance
1	31/08/2025	5,784.00	5,800.00	0.00	7,448.00	4,136.00
2	31/08/2026	4,136.00	6,032.00	0.00	361.00	9,807.00
3	31/08/2027	9,807.00	6,273.28	0.00	11,576.00	4,504.28
4	31/08/2028	4,504.28	6,524.21	190.75	394.00	10,825.24
5	31/08/2029	10,825.24	6,785.18	285.47	5,779.00	12,116.89
6	31/08/2030	12,116.89	7,056.59	388.84	430.00	19,132.32
7	31/08/2031	19,132.32	7,338.85	446.84	10,140.00	16,778.01
8	31/08/2032	16,778.01	7,632.40	513.05	470.00	24,453.46
9	31/08/2033	24,453.46	7,937.70	0.00	26,329.00	6,062.16
10	31/08/2034	6,062.16	8,255.21	250.32	513.00	14,054.69
11	31/08/2035	14,054.69	8,585.42	310.02	12,090.00	10,860.13
12	31/08/2036	10,860.13	8,928.84	379.12	560.00	19,608.09
13	31/08/2037	19,608.09	9,285.99	507.57	8,219.00	21,182.65
14	31/08/2038	21,182.65	9,657.43	647.78	612.00	30,875.86
15	31/08/2039	30,875.86	10,043.73	657.23	19,634.00	21,942.82

## 15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the long-term maintenance fund and the likely 'Expenses' for each year of this plan. The three lines in the graph are:

- Contributions line - Total maintenance fund contributions per year.
- Expenses line – Total anticipated expenses in each year.
- Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



## Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:

**'Expenditure Items'** - lists the different areas and items of expenditure.

**'Current Cost'** - shows the current maintenance expenditure costs in today's dollars.

Year 1 to 15 - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column, there are three lines. Firstly, a **'Grand Total (Inc. GST)'** followed by a line calculating the **'Contingency Allowance (Inc. GST)'** for unforeseen and minor expenses and finally **'Total Expenses (Inc. GST)'** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2025)	Year 2 (2026)	Year 3 (2027)	Year 4 (2028)	Year 5 (2029)	Year 6 (2030)	Year 7 (2031)	Year 8 (2032)	Year 9 (2033)	Year 10 (2034)	Year 11 (2035)	Year 12 (2036)	Year 13 (2037)	Year 14 (2038)	Year 15 (2039)
<b>1. PROPERTY EXTERIOR</b>																
Building wash - soft chemical wash recommended	1,522	1,590	-	1,737	-	1,897	-	2,071	-	2,262	-	2,470	-	2,697	-	2,946
Repaint elevations - all previously painted surfaces - soffits, entry soffits and detail trim - repainted in 2023	8,240	-	-	-	-	-	-	-	-	12,245	-	-	-	-	-	-
Cladding inspection and repairs - due on paint cycles - repair as required (Total: 597 m2) - 10%	1,200	-	-	-	-	-	-	-	-	1,783	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>1,590</b>	<b>0</b>	<b>1,737</b>	<b>0</b>	<b>1,897</b>	<b>0</b>	<b>2,071</b>	<b>0</b>	<b>16,290</b>	<b>0</b>	<b>2,470</b>	<b>0</b>	<b>2,697</b>	<b>0</b>	<b>2,945</b>
<b>2. WORK AT HEIGHTS ACCESS</b>																
Elevating working platforms - methods to elevations by contractor - exterior - scaffolding is included in the painting cost	0	-	-	-	-	-	-	-	-	0	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>3. ROOFING</b>																
Roof covering - coloursteel metal replacement - Outside of the LTMP	47,936	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Roof covering - coloursteel metal repairs, inspections and cleaning (Total: 375 m2) - 10%	2,751	-	-	3,139	-	-	-	3,744	-	-	-	4,464	-	-	-	5,324
Flashing and gutter repairs	700	-	-	799	-	-	-	953	-	-	-	1,136	-	-	-	1,355
Gutter, rain heads, down pipes and roof-drains clean-outs	300	314	328	342	358	374	391	408	427	446	466	487	509	532	556	581
<b>Sub Total (Incl. GST)</b>		<b>314</b>	<b>328</b>	<b>4,280</b>	<b>358</b>	<b>374</b>	<b>391</b>	<b>5,105</b>	<b>427</b>	<b>446</b>	<b>466</b>	<b>6,087</b>	<b>509</b>	<b>532</b>	<b>556</b>	<b>7,260</b>
<b>4. DRIVEWAY AND WALKWAY</b>																
Drainage maintenance - allowance	700	732	-	799	-	872	-	953	-	1,040	-	1,136	-	1,241	-	1,355
Driveway - concrete surface repairs and cleaning (Total: 271 m2) - 10%	2,100	-	-	2,396	-	-	-	-	-	3,121	-	-	-	-	-	4,064



Expenditure Item	Current Cost	Year 1 (2025)	Year 2 (2026)	Year 3 (2027)	Year 4 (2028)	Year 5 (2029)	Year 6 (2030)	Year 7 (2031)	Year 8 (2032)	Year 9 (2033)	Year 10 (2034)	Year 11 (2035)	Year 12 (2036)	Year 13 (2037)	Year 14 (2038)	Year 15 (2039)
Line marking and surface signage repaint - allowance	350	-	-	399	-	-	-	-	-	520	-	-	-	-	-	677
<b>Sub Total (Incl. GST)</b>		<b>732</b>	<b>0</b>	<b>3,594</b>	<b>0</b>	<b>872</b>	<b>0</b>	<b>953</b>	<b>0</b>	<b>4,681</b>	<b>0</b>	<b>1,136</b>	<b>0</b>	<b>1,241</b>	<b>0</b>	<b>6,096</b>
<b>5. FIXTURES AND FITTINGS</b>																
Letterbox replacement	745	779	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>779</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>6. FENCING</b>																
Common and boundary fence and wall inspection and repairs (Total: 117 lm) - 10%	894	934	-	-	-	1,114	-	-	-	1,329	-	-	-	1,584	-	-
<b>Sub Total (Incl. GST)</b>		<b>934</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,114</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,329</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,584</b>	<b>0</b>	<b>0</b>
<b>7. WATER</b>																
Plumbing maintenance - common systems only - allowance	800	836	-	913	-	997	-	1,089	-	1,189	-	1,298	-	1,418	-	1,548
<b>Sub Total (Incl. GST)</b>		<b>836</b>	<b>0</b>	<b>913</b>	<b>0</b>	<b>997</b>	<b>0</b>	<b>1,089</b>	<b>0</b>	<b>1,189</b>	<b>0</b>	<b>1,298</b>	<b>0</b>	<b>1,418</b>	<b>0</b>	<b>1,548</b>
<b>8. SPECIAL EXPENDITURES</b>																
Downpipes and spouting repairs	1,518	1,586	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>1,586</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Grand Total (Incl. GST)</b>		<b>6,771</b>	<b>328</b>	<b>10,524</b>	<b>358</b>	<b>5,254</b>	<b>391</b>	<b>9,218</b>	<b>427</b>	<b>23,935</b>	<b>466</b>	<b>10,991</b>	<b>509</b>	<b>7,472</b>	<b>556</b>	<b>17,849</b>
<b>Contingency Allowance (Incl. GST)</b>		<b>677</b>	<b>33</b>	<b>1,052</b>	<b>36</b>	<b>525</b>	<b>39</b>	<b>922</b>	<b>43</b>	<b>2,394</b>	<b>47</b>	<b>1,099</b>	<b>51</b>	<b>747</b>	<b>56</b>	<b>1,785</b>
<b>Grand Total Expenses (Incl. Contingency Allowance and GST)</b>		<b>7,448</b>	<b>361</b>	<b>11,576</b>	<b>394</b>	<b>5,779</b>	<b>430</b>	<b>10,140</b>	<b>470</b>	<b>26,329</b>	<b>513</b>	<b>12,090</b>	<b>560</b>	<b>8,219</b>	<b>612</b>	<b>19,634</b>

## Building Data List from the Property Inspection for 46 York Street

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:

'Items' – identifies and describes the maintenance item

'Qty' – lets you know the quantity of that item in scope

'Unit' – is the unit rate used to measure the quantity

'Rate' – is the cost of each unit in dollars

'Value' - is the quantity (Qty) multiplied by the Rate (\$)

'Next Due' - is the remaining life in years until an item needs money spent on it.

'Total Life' - is the total life of the item after it is replaced, repaired or repainted.

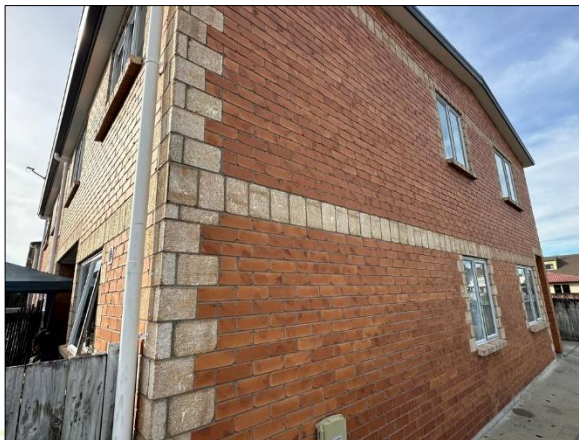
'Comments' - details any useful explanatory notes for the item.

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>1. PROPERTY EXTERIOR</b>							
Building wash - soft chemical wash recommended	597	m2	2.55	1,522.00	1	2	Quotation required
Repaint elevations - all previously painted surfaces - soffits, entry soffits and detail trim - repainted in 2023	1	Item	8,239.75	8,240.00	9	10	Quotation provided by JJ Connolly Ltd and repainted in 2023
Cladding inspection and repairs - due on paint cycles - repair as required (Total: 597 m2) - 10%	60	m2	20.00	1,200.00	9	10	Quotation required
<b>2. WORK AT HEIGHTS ACCESS</b>							
Elevating working platforms - methods to elevations by contractor - exterior - scaffolding is included in the painting cost	597	m2	0.00	0.00	9	10	Scaffolding is included in the painting cost
<b>3. ROOFING</b>							
Roof covering - coloursteel metal replacement - Outside of the LTMP	375	m2	127.83	47,936.00	31	50	Quotation required
Roof covering - coloursteel metal repairs, inspections and cleaning (Total: 375 m2) - 10%	38	m2	72.40	2,751.00	3	4	Future funding or repair as required
Flashing and gutter repairs	5	Item	140.00	700.00	3	4	Ongoing maintenance program
Gutter, rain heads, down pipes and roof-drains clean-outs	5	Item	60.00	300.00	1	1	Ongoing maintenance program
<b>4. DRIVEWAY AND WALKWAY</b>							
Drainage maintenance - allowance	1	Item	700.00	700.00	1	2	Ongoing maintenance program
Driveway - concrete surface repairs and cleaning (Total: 271 m2) - 10%	28	m2	75.00	2,100.00	3	6	Future funding or repair as required
Line marking and surface signage repaint - allowance	2	Item	175.00	350.00	3	6	Repaint as required
<b>5. FIXTURES AND FITTINGS</b>							
Letterbox replacement	5	ea	149.00	745.00	1	16	Quotation required
<b>6. FENCING</b>							
Common and boundary fence and wall inspection and repairs (Total: 117 lm) - 10%	12	lm	74.47	894.00	1	4	Ongoing maintenance program
<b>7. WATER</b>							
Plumbing maintenance - common systems only - allowance	5	Item	160.00	800.00	1	2	Ongoing maintenance program
<b>8. SPECIAL EXPENDITURES</b>							
Downpipes and spouting repairs	1	Item	1,518.00	1,518.00	1	0	Quotation provided by GLP Ltd

## Building Photo Section

### Item Group

#### PROPERTY EXTERIOR



The building is recommended a regular wash at least every 2 years and a re-paint every 10 years. This is reflected in the report.



**Item Group****WORK AT HEIGHTS ACCESS**

The scaffolding is required to carry out painting on the building. It is recommended to carry out any other maintenance work while the scaffolding is available. This is reflected in the report.

**Item Group****ROOFING**

The roofing, gutters and flashings require regular maintenance, cleaning, inspections and or repairs. This is reflected in the report.



**Item Group****DRIVEWAY AND WALKWAY**

The concrete driveway requires regular maintenance, cleaning, inspections and / or repairs. This is reflected in the report.

**FIXTURES AND FITTINGS**

The letterboxes are due a replacement. This has been allowed for in the report.



**Item Group****FENCING**

The boundary fences require regular maintenance, cleaning, and or repairs. This is reflected in the report.

**Item Group****WATER**

The common water systems require regular maintenance and or repairs. This is reflected in the report.



## Inspector's Report for 46 York Street

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1. **INFLATION** - It is necessary to offset the effects of inflation on construction materials and labour costs and to ensure that adequate funds are available to provide for major works. These major works can frequently become necessary as the property ages but cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that construction and maintenance costs will increase by 50% every 15 years. The fund balance will be reviewed in light of current price levels and the state of the property at the time of each update.
2. **UPDATES** - We recommend that this report is updated every 3 years to ensure that it captures market variations and any changes to the property itself.
3. **ADMINISTRATION EXPENSES** - We assume that small repairs & improvements, regular maintenance items are financed via the administration fund and therefore are not included in this report.
4. **COSTS PROVIDED** - Some costings in this report were provided in the work order for projected maintenance works.
5. **HARSH ENVIRONMENT** - A harsh environment can shorten the service life of many items and will lead to accelerated wear and tear on a wide range of surfaces and materials. Any signs of corrosion or deterioration should be assessed and rectified as soon as possible.
6. **PAINT WITHIN LOT BOUNDARIES** - The measurements and estimated costs for painting include all surfaces identified by the inspector, including those within lot boundaries. While the maintenance costs of some of these surfaces are technically the responsibility of the individual lot owners, it is usual to include the painting of these areas to preserve the appearance of the property and to reduce overall costs for individual lot owners.
7. **PAINT QUOTATIONS** - It is recommended that quotations are obtained for painting well in advance of when the work is to be carried out to allow for any shortfall or excess in funds. The costs estimated for painting are as accurate as possible but will vary from actual painting quotations.
8. **PAINT SERVICE-LIFE** - Paint serves to protect a surface as well as improving its appearance. Paint seals the surface from water, salt, or air pollutants. Although paint may hold its appearance for at least ten years before cracking and/or peeling occurs, it may become porous and lose its protective abilities before this point.
9. **POWDER COAT REPAINT** - Powder coated surfaces have a lengthy maintenance-free period when new. After this period, these surfaces may be repainted to maintain their appearance. It is important to note that powder coated surfaces will require special preparation for repainting.
10. **POWDER COAT WARRANTY** - Powder coated surfaces may be subject to a manufacturer's warranty. Therefore, the manufacturer's cleaning and maintenance recommendations should be followed.
11. **ELEVATING WORKING PLATFORMS** - Funds allocated for elevating working platforms (EWP's) can be used for many types of access equipment including, but not limited to; scaffolding, boom lifts, cherry pickers, etc.
12. **SURFACE CLEANING** - Surface cleaning may be carried out using high pressure water or a chemical wash. Care should be taken to meet relevant water restrictions.
13. **FENCES OR WALLS DIVIDING PRIVATE LOTS** - For aesthetic and practical reasons, the maintenance costs for certain fences or walls dividing private lots from one another have been included in this report.
14. **BOUNDARY FENCES OR WALLS** - Maintenance of fences or walls between properties is regulated under the Fencing Act 1978, which states that neighbours have equal responsibility for dividing fences or walls (excluding retaining walls). As such, a 50% rate has been used for all maintenance work on boundary fences or walls.
15. **METAL ROOFS** - Metal roofs may have a service life of 60 years or more with proper care and maintenance.
16. **PROPERTY AGEING** - The current levies are too low to maintain and improve the property over the next 15 years. The maintenance cost on this type of property during the early years is typically low but as the property ages, it is essential to budget for major works and upgrades.

- 17. HEIGHT ALLOWANCE** - Funds allocated for painting & remedial works can be used for many types of access equipment including, but not limited to scaffolding, boom lifts, cherry pickers, rope access, etc. An allowance towards work at height equipment is included and cost may vary dependant upon type of equipment selected, set up and transport costs, required licences from council, and term of hire.
- 18. ALUMINIUM** – Aluminium materials and structures may have a service life of 40 years or more with proper care and maintenance.



## Report Notes

### Long-Term Maintenance Plan

This forecast satisfies the current requirements of the *Unit Titles Act 2010*, the *Unit Titles (Strengthening Body Corporation Governance and Other Matters) Amendment Act 2022* and the *Unit Titles Regulations 2011*.

#### **Unit Titles Act 2010 (NZ) Section 116 Long-term maintenance plan**

- (1) A body corporate must establish and regularly maintain a long-term maintenance plan.
- (2) A long-term maintenance plan must cover a period of at least 10 years from the date of the plan or the last review of the plan.
- (3) The purpose of a long-term maintenance plan is to –
  - (a) Identify future maintenance requirements and estimate the costs involved; and
  - (b) Support the establishment and management of the funds; and
  - (c) Provide a basis for the levying of owners of principal units; and
  - (d) Provide ongoing guidance to the body corporate to assist it in making its annual maintenance decisions.

#### **Unit Titles Regulations 2011 (NZ) Section 30 Long-term maintenance plans (as amended)**

- (1) A long-term maintenance plan must—
  - (a) cover—
    - (i) the common property, building elements, and infrastructure of the unit title development; and
    - (ii) any additional items that the body corporate has decided by ordinary resolution to include in the plan; and
  - (aa) summarise the current state of the common property; and
  - (b) identify those items that the body corporate may decide by ordinary resolution not to maintain for any period during the lifetime of the plan; and
  - (c) state the period covered by the plan; and
  - (d) state the estimated age and life expectancy of each item covered by the plan; and
  - (e) state the estimated cost of maintenance and replacement of each item covered by the plan; and
  - (f) state whether there is a long-term maintenance fund; and
  - (fa) state the sources of funding for the plan; and
  - (g) if there is a long-term maintenance fund, state the amount determined by the body corporate to be applied to maintain the fund each year; and
  - (h) state who has prepared the plan.

(1A) A body corporate must apply the amount each year to maintain the fund that it has determined under subclause (1)(g), less any amount that has been applied to maintain any item in that year.

(2) A body corporate must carry out a review of its plan once every 3 years.

(3) Subject to subclause (2), a body corporate may carry out a review of its plan as frequently as it considers necessary.

#### **Unit Titles (Strengthening Body Corporate Governance and Other Matters) Amendment Act 2022 Section 30A Long-term maintenance plans for large unit title developments**

(1) This regulation applies to a long-term maintenance plan for a large unit title development.

(2) Regulation 30(1)(d), (e), and (g) does not apply to a large unit title development's long-term maintenance plan in respect of the period that is more than 10 years from the date of the plan for the last review of the plan (years 11 to 30).

(3) A large unit title development's long-term maintenance plan must provide a high-level indication of the expected cost of maintenance and replacement of the items covered by the plan in respect of years 11 to 30.

**Figures used and updates** - The figures used in the forecast are typical for this type of building and normal usage. The Body Corporate has some discretion in the timing of most maintenance items. The purpose of this plan is to ensure monies are available when required to cover foreseeable expenses.

**Contingency** - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

**Interest, Taxation and Inflation** - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of New Zealand's historical interest rates for the previous fifteen years. The company tax rate is applied



to interest income unless Solutions in Engineering is advised that the Body Corporate is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon RBNZ historical data for Construction Producer Price inflation, commencing December 1997. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

**Leaky Buildings** - The requirement for a Long-Term Maintenance Plan applies to all buildings whether they are a leaky building or not. A Long-Term Maintenance Plan assesses the typical maintenance costs and useful lives of building components based on the building being properly and professionally constructed. It is important to note that this report is not a Leaky Building Report. A full leaky building report requires destructive testing, engineering assessment, specification writing and the calling of competitive tenders to ascertain full costs. A Long-Term Maintenance Plan obviously does not involve this process. However, the report will calculate the remaining life of each building component based on its condition at the time of inspection so deterioration caused by a leaky building issue will affect this part of the building data collected.

**Safety** - The inspection does not cover safety issues.

**Lifts** - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Body Corporate Committee/Representative.

**Fire Maintenance** – We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Body Corporate Committee/Representative.

**Items with Indefinite Lives** - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the body corporate). This plan deals only with estimating the timing of physical obsolescence.

**Improvements** - The Body Corporate may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items unless instructed.

**Defects** - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

**Ongoing Maintenance Programs** - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the Body Corporate. Allowances for ongoing maintenance programs allows funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- Usage.
- Accidental damage to floor tiles, which may or may not be still available or in stock.
- Fences can be maintained and replaced gradually or all at once.
- Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

**Updates** - The forecast is made with the best available data at this time. The forecast must be reviewed at least once every three years according to section 30(2) of the *Unit Titles Regulations 2011*. We recommend a minimum of bi-annual updates.

**Your FREE amendment (conditions)** - In order to ensure that this service is provided to all clients in an efficient and productive manner we ask that you fully review your report and list anything you would like changed in a single email allowing for the requested amendments to be dealt with in one effort. Due to the extra work involved and inefficiency created by an incomplete initial amendment request further amendments requests will be charged for based on the hours and effort required.

**Supply terms and conditions** - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website [www.solutionsinengineering.com](http://www.solutionsinengineering.com)

**Please read the information and the notes on the Inspector's report to gain the most from this report.**

Quay Body Corporate Conflict of Interest Register



Date Updated	Name	Body Corporate Number	Address	Interest Disclosed	Nature of Potential Conflict of Interest with Body Corporate	Pecuniary or non-pecuniary	Agreed approach to manage
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Committee Conflict of Interest Register



Date Updated	Name	Address	Interest Disclosed	Nature of Potential Conflict of Interest with Body Corporate	Pecuniary or non-pecuniary	Agreed approach to manage

## SERVICE AGREEMENT FOR BODY CORPORATE MANAGER

Body Corporate 350553

QUAY BODY CORPORATE MANAGEMENT LIMITED  
("Body Corporate Manager")

# INDEX

## Clause No.

1. Definitions
  2. Interpretation
  3. Appointment
  4. Services
  5. Responsibilities and Duties of Body Corporate Manager
  6. Warranties by the Body Corporate
  7. Remuneration
  8. Renewal
  9. Review of Fees
  10. Reimbursement for Outlays
  11. Disclosure Statement Fees
  12. Levies
  13. Access to Complex
  14. Signing of Documents
  15. Indemnity
  16. Termination
  17. Notices
  18. Severance
  19. Governing Law
  20. Entire Agreement
  21. Dispute Resolution
  22. Privacy Act 2020
- Schedule 1 – Body Corporate Manager – Administration Services
- Schedule 2 – Additional Services and Additional Service Fees
- Schedule 3 – Debt Collection Procedure

**THIS AGREEMENT** is made on 13 November 2024

## **PARTIES**

- 1. BODY CORPORATE 350553** ("THE BODY CORPORATE")
- 2. QUAY BODY CORPORATE MANAGEMENT LIMITED** ("BODY CORPORATE MANAGER")

## **INTRODUCTION**

- A. The Body Corporate has resolved to appoint the Body Corporate Manager and to contract the Body Corporate Manager to undertake certain services, duties and functions on behalf of the Body Corporate and the Chairperson of the Body Corporate and/or the Body Corporate Committee that are specified in Schedule 1.
- B. The Body Corporate Manager has agreed to accept such appointment as Body Corporate Manager and to undertake the services, duties and functions of the Body Corporate, and/or Body Corporate Committee and the Chairperson upon and subject to the terms and conditions in this Agreement.

## **AGREEMENT**

### **1. DEFINITIONS**

- 1.1 Terms used in this Agreement shall have the meaning and/or definition ascribed by the Act or as otherwise defined below:

**"Act"** means the Unit Titles Act 2010.

**"Additional Services"** means the services, duties and functions set out in Schedule 2 and requested by the Body Corporate that the Body Corporate Manager carries out.

**"Additional Service Fees"** means the fee payable by the Body Corporate to the Body Corporate Manager for Additional Services as set out in Schedule 2.

**"Administration Fee"** means the fee payable by the Body Corporate in consideration of the Body Corporate Manager carrying out the Base Services as set out in Schedule 1 and as advised to the Body Corporate by way of annual budget and reviewed in accordance with clause 9.

**"Administration Services"** means the services, duties and functions set out in the Schedule 1.

**"Body Corporate Rules"** means the operational rules of the Body Corporate, including and incorporating any amendments made to the operational rules.

**"Business Day"** means any day in New Zealand other than:

- a. Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Matariki Day, Waitangi Day and the provincial anniversary of Auckland, New Zealand; and

- b. A day in the period commencing 24 December in any year and ending 5 January in the following year.

**“Chairperson”** means the Chairperson of the Body Corporate.

**“Commencement Date”** means 13 November 2024.

**“Committee”** means a body corporate committee established under s 112 of the Act.

**“Complex”** means all buildings and structures on the Unit Title Development, including all common property, units and accessory units.

**“Disclosure Statement”** means any statement required under subpart 14 of the Act.

**“Fees”** means the Administration Fee and the Additional Service Fees.

**“Levies and/or Levy”** means any levies/levy payable by Owners under sections 121, 122, 123, 124, 125, 126, 127 and 128 of the Act.

**“Owners”** means the unit owners as is defined in the Act.

**“Regulations”** means the Unit Title Regulations 2011.

**“Services”** means the Administration Services and Additional Services.

**“Term”** means one year commencing on the Commencement Date subject to clause 8.

**“Unit Title Development”** means the individual units and the common property comprising a stratum estate.

## 2. INTERPRETATION

2.1 Headings and sub-headings are included for ease of reference and none of the provisions of this Agreement are to be construed or interpreted by reference to such headings or sub-headings.

2.2 References to:

- a. Statutes, regulations, ordinances, or by-laws shall be deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them; and
- b. Money shall be New Zealand dollar money, which shall be the currency of this Agreement.

2.3 Unless the context otherwise requires:

- a. Words importing a particular gender include any other gender or neuter;
- b. The singular shall include the plural and vice versa;

- c. "Person" includes a Body Corporate and vice versa;
- d. Wherever a Body Corporate is a party to this Agreement, the words designating such Body Corporate shall extend to and include such Body Corporate, its successors and (subject to any provision in this Agreement to the contrary) permitted assigns;
- e. Wherever a person is a party to this Agreement, the words designating such a person shall extend to and include that person's executors, and (subject to any provision in this Agreement to the contrary) his or her permitted assigns;
- f. Where two or more parties are bound by a provision, then, whether those parties are referred to individually or together, the provisions shall bind those parties jointly and each of them severally; and
- g. Derivatives of any defined terms have a corresponding meaning to that of the defined term.

### 3. **APPOINTMENT**

#### 3.1 Pursuant to:

- a. resolution of the Body Corporate passed on 13 November 2024.

the Body Corporate Manager was appointed as manager of the Body Corporate, the terms of this Agreement were approved and entered into by an authorised representative of the Body Corporate.

- 3.2 The Body Corporate warrants that it has sufficient authority to effect the appointment in accordance with clause 3.1, and in addition to the indemnity contained in clause 15.15.1, indemnifies the Body Corporate Manager for all claims, damages, penalties and losses (including costs) incurred by the Body Corporate Manager and arising out of any alleged lack of authority on the part of the Body Corporate or its officers.

### 4. **SERVICES**

#### 4.1 The Body Corporate Manager will perform the Services and must do so:

- a. in a competent and efficient manner to the generally acceptable commercial standards; and
- b. in the best interests of the Body Corporate.

- 4.2 Where the Body Corporate Manager is reasonably requested to perform Additional Services, the Body Corporate Manager will do so with all reasonable diligence at the cost of the Body Corporate PROVIDED THAT any Additional Service is within the scope of the Body Corporate's authority, duties and powers as specified in the Act and that any necessary authority or instruction of the Body Corporate has been given.



**5. RESPONSIBILITIES AND DUTIES OF BODY CORPORATE MANAGER**

5.1 The Body Corporate Manager will at all times use all reasonable endeavours and act in good faith, exercise due care and diligence, and not make improper use of its role in performing the Services under this Agreement.

5.2 The Body Corporate Manager shall at all times carry out the Services in accordance with the requirements of the Act, Regulations, Body Corporate Rules and terms of this Agreement and must:

- a. abide by the Code of Conduct for Body Corporate Managers as set out in the Regulations; and
- b. report to the Body Corporate on the performance of the Services on an annual basis;
- c. acquire a good understanding of the Act, Regulations, Code of Conduct and other legislation and issues on which it is assisting the Body Corporate, performing the Services and acting on behalf of the Body Corporate and ensure that any person employed or contracted by it to perform the Services does so as well;
- d. as soon as practicable after becoming aware of any conflict of interest, disclose the conflict of interest to the Chairperson and/or Committee;
- e. act independently in relation to the performance of Services for more than one body corporate;
- f. not intermingle money (in relation to the Body Corporate Manager's trust account), records or any other property and information of the Body Corporate;
- g. keep the Body Corporate informed of any significant development or matter relating to the performance of Services;
- h. ensure any goods or Services supplied are done so at competitive prices; and
- i. keep records for the Body Corporate, Committee and itself as Body Corporate Manager.

**6. WARRANTIES BY THE BODY CORPORATE**

6.1 The Body Corporate warrants that it will comply with all applicable statutes, regulations, ordinances or by-laws, including, but not limited to, the Unit Titles Act 2010, the Unit Titles Regulations 2011, the Health and Safety at Work Act 2015, and the Health and Safety at Work (Asbestos) Regulations 2016.

**7. REMUNERATION**

7.1 In consideration of the performance of:

- a. the Administration Services, the Body Corporate shall pay to the Body Corporate Manager the Administration Fee by equal monthly instalments in advance on the first day of each calendar month during the Term; and
- b. the Additional Services, the Body Corporate agrees to pay the Body Corporate Manager the Additional Service Fees upon receipt of an invoice for those Additional Services.

**8. RENEWAL**

- 8.1 This Agreement shall automatically renew for a further term of 1 (one) year so that the Agreement runs for one (1) year from an annual general meeting to the next annual general meeting (the “Renewal Date”) unless terminated by notice in writing by either party at least one month before the end of the term. The renewed term shall be on the same terms and conditions as this Agreement unless otherwise agreed.

**9. REVIEW OF FEES**

- 9.1 The Fees shall be reviewed on the Renewal Date by the Body Corporate Manager who shall give written notice to the Body Corporate of the reviewed amount.
- 9.2 The new Administration Fee shall be agreed between the parties PROVIDED THAT it shall increase by at least CPI and shall not be reduced.
- 9.3 Upon review and agreement of the Fees a new Schedule 2 shall be approved by the Body Corporate.

**10. REIMBURSEMENT FOR OUTLAYS**

- 10.1 The Body Corporate shall pay to the Body Corporate Manager for all expenditure incurred or payable by the Body Corporate Manager pursuant to this Agreement and in performance of the Services, including office charges and any payments paid by the Body Corporate Manager on behalf of the Body Corporate.
- 10.2 All payments due to the Body Corporate Manager shall be paid immediately upon invoice or immediately upon any expenditure being incurred by the Body Corporate Manager on behalf of the Body Corporate.

**11. DISCLOSURE STATEMENT FEES**

- 11.1 The Body Corporate Manager shall be entitled to charge and retain for its own benefit a reasonable fee for the preparation of any Disclosure Statement or provision of any information prepared by the Body Corporate Manager.
- 11.2 An Owner that is selling a unit and has requested the Disclosure Statement (the “seller”) shall be charged for the Disclosure Statement and is responsible for payment to the Body Corporate Manager.
- 11.3 The Body Corporate Manager may stipulate any reasonable requirements it has for a valid request to be made by the seller and the seller must complete those requirements prior

to the Body Corporate Manager completing and providing the Disclosure Statement to the seller.

- 11.4 The seller shall sign the Disclosure Statement as required under the Act.

## **12. LEVIES**

- 12.1 The Body Corporate Manager shall prepare an annual budget for the Body Corporate to be tabled at each AGM for approval by the Body Corporate.
- 12.2 Levies payable by an Owner shall be determined on the basis of the approved annual budget.
- 12.3 On behalf of the Body Corporate the Body Corporate Manager shall collect Levies from the Owners and make payments on behalf of the Body Corporate that are provided for in the approved annual budget.
- 12.4 Subject to authorisation by the Body Corporate, where any Owner fails to pay any Levy or account by the due date their account shall be charged interest on the outstanding balance at 10% and a late payment charge for the Body Corporate Manager's additional administration. The Body Corporate Manager shall collect the overdue account as a debt to the Body Corporate in accordance with s124 of the Act and the debt collection procedures set out in Schedule 3. Until the defaulting Owner has paid all overdue accounts including interest and charges, the Body Corporate will be liable to the Body Corporate Manager for the cost of the Additional Services in recovering the debt. For the avoidance of doubt, the accounts include any outstanding Disclosure Statement Fees.

## **13. ACCESS TO COMPLEX**

- 13.1 The Body Corporate and Owners shall grant the Body Corporate Manager, including its contractors, agents and employees, all reasonable and necessary access to the Complex to perform the Services.

## **14. SIGNING OF DOCUMENTS**

- 14.1 The Body Corporate Manager is authorised to sign and certify the correctness of a Pre-Settlement Disclosure Statement on behalf of the Body Corporate and any other documents that the Body Corporate or the Body Corporate Committee has given express authority in writing for the Body Corporate Manager to sign on its behalf.
- 14.2 The Chairperson shall make themselves readily available for signing on behalf of the Body Corporate when required.

## **15. INDEMNITY**

- 15.1 The Body Corporate indemnifies the Body Corporate Manager against all claims, damages, penalties and losses (including costs) incurred by the Body Corporate Manager in performing the Services in accordance with this Agreement except in the circumstances set out in clause 15.2.

15.2 The Body Corporate Manager indemnifies the Body Corporate against all claims, damages, penalties and losses (including costs) incurred by the Body Corporate as the result of:

- a. any breach of the Body Corporate Manager's obligations under this Agreement; or
- b. any negligent act or omission by the Body Corporate Manager or any person under the Body Corporate Manager's control.

15.3 The Body Corporate Manager will not be liable to the Body Corporate for:

- a. any claims, damages, penalties or losses (including costs) incurred by the Body Corporate, or
- b. any damage caused to the Complex

resulting from the Body Corporate Manager properly performing the Services in accordance with this Agreement.

## 16. **TERMINATION**

16.1 This Agreement continues until ended:

- a. by expiry of the Term or any renewed term (if applicable); or
- b. by agreement between the parties; or
- c. by the Body Corporate in accordance with clause 16.216.2; or
- d. by the Body Corporate Manager in accordance with clause 16.3.

16.2 The Body Corporate can end this Agreement by notice in writing to the Body Corporate Manager (the "Termination Notice") if the Body Corporate Manager:

- a. does not fulfil any of its obligations under this Agreement and either:
  - i. the default or breach is material and cannot be remedied; or
  - ii. the default can be remedied but has not been 20 Business Days after the Body Corporate Manager receives written notice of the default, but the Body Corporate cannot end this Agreement under this subclause if the default is not material or has been remedied before the Body Corporate Manager receives the Termination Notice;
- b. commits an act of bankruptcy or makes any assignment or composition with its creditors;
- c. becomes liable to be placed in liquidation;
- d. cannot pay its debts when they fall due, or is deemed not to be able to pay them in accordance with section 287 the Companies Act 1993;

- e. suspends payment to its creditors or ceases or threatens to cease operating or convenes a meeting of its creditors to propose a scheme of arrangement with them;
  - f. has a liquidator, receiver, statutory manager or Administrator appointed, or proposes or passes a resolution to appoint a liquidator or Administrator;
  - g. transfers or disposes of a substantial part of its assets for inadequate consideration, or threatens to do so; or
  - h. has a final judgment for more than \$5,000.00 against it which remains unpaid for 10 Business Days.
- 16.3 The Body Corporate Manager may end this Agreement for any reason by giving the Body Corporate 30 Business Days' written notice.
- 16.4 On termination of this Agreement, the Body Corporate Manager will return any records, funds, or other things of or relating to the Body Corporate to the Body Corporate as soon as practicable after the Agreement has ended.
17. **NOTICES**
- 17.1 Any notice or other communication ("notices") given under this Agreement must be in writing.
- 17.2 Notices must be served personally or sent to the relevant party's address for service.
- 17.3 The Body Corporate Manager's address for service shall be:
- a. Quay Body Corporate Management Limited, P O Box 19093, Hamilton 3244; and
  - b. Nicole.sinclair@quaybodycorporate.co.nz
- 17.4 The Body Corporate's address for service shall be:
- a. c/o the Body Corporate Chairperson, to their email address held by the Body Corporate Manager; and
  - b. if there is a Body Corporate Committee, to the email address of each committee member held by the Body Corporate Manager.
- 17.5 Each party will notify the other in writing of any changes.
- 17.6 Subject to clause 17.7.7, notices are deemed served at the following times:
- a. when given personally, upon delivery;
  - b. when sent by post (other than airmail) or document exchange, 3 Business Days after posting;
  - c. at the time an email is validly sent.

17.7 Notices served other than on a Business Day shall be deemed to have been served on the first business day after that day.

17.8 A notice may be given by an authorised officer, employee or agent.

17.9 Time is of the essence.

**18. SEVERANCE**

18.1 If any of the provisions in this Agreement becomes legally ineffective, invalid or unenforceable the effectiveness, validity or enforceability of the remainder is not affected.

**19. GOVERNING LAW**

19.1 This Agreement shall be governed and construed in all respects in accordance with the laws of New Zealand and to the extent that the Body Corporate and the Body Corporate Manager are legally able to do so, they hereby irrevocably submit to the exclusive jurisdiction of the Courts of New Zealand in respect of any legal proceedings in connection with this Agreement. The parties unconditionally and irrevocably waive their rights to object that New Zealand courts are not the most suitable forum for all parties' interests in proceedings related to this Agreement.

**20. ENTIRE AGREEMENT**

20.1 This Agreement records the entire agreement and understanding between the parties in relation to the matters contemplated by this Agreement and supersedes any prior agreement, representation, communication, or undertaking made between the parties.

**21. DISPUTE RESOLUTION**

21.1 If:

- a. the Body Corporate has a dispute with an Owner; or
- b. the Body Corporate has a dispute with the Body Corporate Manager; or
- c. an Owner has a dispute with either the Body Corporate Manager or the Body Corporate;

the complaining party will promptly give full written particulars of the dispute to the other and the parties will promptly meet together and in good faith try and resolve the dispute.

21.2 If the dispute is not resolved within 7 Business Days of written particulars being given (or any longer period agreed to by the parties) the dispute may be referred to a solicitor experienced in matters pertaining Act with agreement of the parties, or otherwise a claim lodged by the complainant with the Tenancy Tribunal.

21.3 This clause will not apply to:

- a. a dispute arising in connection with any attempted re-negotiation of this Agreement; or
- b. any application by a party for urgent interlocutory relief.

22. **PRIVACY ACT 2020**

- 22.1 The Manager will manage all personal information received by it in accordance with its obligations under the Privacy Act 2020 and its privacy policy: <https://www.quaybodycorporate.co.nz/privacy>

Executed by the Chairperson of  
**BODY CORPORATE 350553**

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Chairperson's signature

---

Chairperson's full name

---

Date

Signed by  
**QUAY BODY CORPORATE MANAGEMENT LIMITED**

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Director's signature

---

Director's full name

---

Date



## **SCHEDULE 1**

### **BODY CORPORATE MANAGER – ADMINISTRATION SERVICES**

The Body Corporate Manager shall cause the following Services to be performed:

- a. Payment of any accounts the Body Corporate has properly incurred.
- b. Prepare an annual budget for the Body Corporate's operating costs and long term maintenance funds for approval by the Body Corporate.
- c. Prepare and distribute to the Owners a budget, a statement of financial performance and a statement of financial position.
- d. Maintain financial accounts and records in relation to the Body Corporate and submit all financial accounts to an auditor if required in accordance with s132 of the Act.
- e. Arrange insurance for all buildings and other improvements on the Unit Title Development as directed by the Body Corporate, to their full insurable value (s135 of the Act) and any other insurances as directed by the Body Corporate. Owners of commercial units will need to arrange their own Business Interruption/Loss of Profits cover.
- f. Lodge insurance claims as required [Note: additional attendance will apply for follow up work].
- g. Keep a register of Owners (to the extent required under r 4 of the Regulations).
- h. Maintain records of the Body Corporate as required by the Act.
- i. Convene one Annual General Meeting per year and complete Body Corporate meeting requirements, (as set out in the Act, Regulations and Body Corporate Rules) including prepare agenda, chair (unless directed otherwise), prepare and distribute minutes, record resolutions, notify Owners, and collect proxies and postal votes as they pertain to the meeting.
- j. Deal with inwards and outwards correspondence.
- k. Invoice Owners for their annual levies and ensure Body Corporate sets levy/levies in accordance with the Act (s 121).
- l. Arrange a valuation for fire insurance purposes where required by the insurance underwriter.
- m. As directed by the Body Corporate (or its Committee), hold and manage funds for operational expenses, the optional contingency fund, the optional capital improvement fund and the long-term maintenance fund if applicable in terms of the Act.
- n. Provide an address for service for the Body Corporate.

- o. Establish and maintain an operating account (s115). If the operating account is outside of the Body Corporate Manager's Trust Account, an additional fee may be charged.
- p. Notify the Committee or Body Corporate of any delegation of duty or power (in accordance with r 22(1)).
- q. Where authorised to do so by the Body Corporate, undertake those costs/expenses that are incurred at least once a year relating to the maintenance of the Complex.

## SCHEDULE 2

### ADDITIONAL SERVICES AND ADDITIONAL SERVICE FEES

**Notes:**

- All amounts are GST exclusive.
- Time and attendance charges are based on an hourly rate of \$100 excluding GST and calculated per 15 mins.

<b>Additional Services</b>	<b>Charge/Fee</b>
<b>Additional Administrative Services</b>	
Manage an insurance claim	Time and attendance
Review health and safety and asbestos reports/isolate/minimise or remove identified hazards and updating risk register	Time and attendance
Obtaining more than 2 quotes for work to be completed in line with instructions from Body Corporate	Time and attendance
Insurance risk survey requirements – management of issues raised	Time and attendance
Enforce Body Corporate Rules and the responsibilities of Owners as set out in the Act and Regulations at the cost of the Owner who is in breach of those rules and responsibilities	\$100 per instance
Recover costs (including those of the Body Corporate Manager) in attending to repairs and maintenance from individual Owners that relate to that Unit	Time and attendance
Attendance at meetings (other than AGMs) including Committee meetings and EGMs	\$200 per meeting  Mileage \$1 per km
File returns and information as required with the IRD including GST returns, Income Tax returns	Registration for GST/Income Tax: \$250  Returns: \$250 per return
Disbursements - photocopying, printing, postage, stationery and communication	On a scale based on the number of units
Recovery of expenses on scale, including access fobs/water/power	\$5 per invoice
Recovery of compliance costs relating to Owners and not the Body Corporate	Time and attendance
Compliance/BWOF matters	\$500.00 set up  \$150.00 per annum for review

After hour call outs	\$50 per instance
Obtaining job specifications/quotes/management of repairs and maintenance including large scale/complex property work, one off projects or construction or any other exceptional non-regular repair or maintenance	Time and attendance
Any additional duties or services instructed or authorised by the Body Corporate that are not specified in Schedule 1	Time and attendance
Termination & handover fee, prepare e-file documents for handover.	
<b>Disclosures</b>	
Prepare disclosure statements as required under Regulations 33, and 34 at the request and cost of the Owner selling its unit	
Pre-Contract – s146	POA
Pre-Settlement – s147	POA
<b>Debt Collection</b>	
Levies 24 days over due	\$100
Levies 38 days over due	\$200
Tenancy Tribunal Application and attendances	Time and Attendance

### SCHEDULE 3

#### DEBT COLLECTION PROCEDURE

1. Levies (or a portion thereof) that are 10 days overdue and >\$5.00: First reminder letter sent.
2. Levies (or a portion thereof) that are 24 days overdue and >\$50.00: The following charges will be made to the account - 10% charge on the total outstanding and a debt collection fee of \$100.00 plus GST.
3. Levies (or a portion thereof) that are 38 days overdue and >\$400.00:
  - a. A debt collection fee of \$200.00 plus GST will be added to the account.
  - b. Referral of the matter for recovery, which may be, but not limited to one of the following:
    - i) Solicitors
    - ii) Debt Collectors
    - iii) Tenancy Services
4. Please note that the defaulting Owners shall be responsible for all Body Corporate costs for collection including but not limited to solicitors costs, court filing fees, Tenancy Services filing fees, debt collection fees, time and attendance for the Body Corporate Manager to attend on matters and any other disbursements, incurred in the collection of the outstanding levy or account.
5. At any time, subject to approval of the Body Corporate, an Owner can ask for a repayment plan. There will be a set-up fee of \$50.00 plus GST for this payment arrangement.

# Form 12 | Postal Voting Form

## Body Corporate 350553

**To:** BC Chairperson/BC Manager

**Unit plan:** 350553

### Instructions

You are entitled to vote at the Body Corporate meeting to be held on **Wednesday, 13 November 2024 at 01:00 PM** at Quay Body Corporate, 69 Victoria Street, Hamilton by casting a postal vote. The motions to be decided at the meeting are summarized in the table below and more particularly set out in the notice of meeting. If you intend to cast a postal vote, you must indicate you vote in the final column of the table and return the form to Quay Body Corporate so that it is received by Tuesday 12 November 2024.

### Postal vote

I/We the undersigned, being the owners of the principal unit identified below, and therefore an eligible voter within the meaning of section 96(1) of the Unit Titles Act 2010, intend to cast the following postal vote(s) at the meeting of the Body Corporate to be held on **Wednesday, 13 November 2024 at 01:00 PM** at Quay Body Corporate, 69 Victoria Street, Hamilton.

### Motions

Motion	Summary	Type of resolution (ordinary, special, designated)	Direction on resolution (Indicate in the case of each motion whether you vote for, or against, the motion, or that you wish to abstain)
1	Quorum/Attendees/Proxies	No motion	
2	Previous Minutes	Ordinary	For [ ] Against [ ] Abstain [ ]
3	Matters Arising	No motion	
4	Quay Body Corporate Service Agreement	Ordinary	For [ ] Against [ ] Abstain [ ]
5	Committee Report	No Committee	
6	Election of Chairperson	Ordinary	For [ ] Against [ ] Abstain [ ]
7	Election of Committee – not to establish	Ordinary	For [ ] Against [ ] Abstain [ ]
8	Previous Financial Statements	Ordinary	For [ ] Against [ ] Abstain [ ]
9	Independent Review of Financial Statements	Special	For [ ] Against [ ] Abstain [ ]
10	Operational Rules	No motion	
11	Insurance - Valuation	Ordinary	For [ ] Against [ ] Abstain [ ]
	Insurance – remain with existing broker	Ordinary	For [ ] Against [ ] Abstain [ ]
	Insurance – office bearers liability	Ordinary	For [ ] Against [ ] Abstain [ ]
	Insurance – excess	Ordinary	For [ ] Against [ ] Abstain [ ]



<b>12</b>	General Maintenance – annual gutter clean	Ordinary	For [ ] Against [ ] Abstain [ ]
<b>13</b>	Health & Safety - Electrical Switchboard install hazard stickers	Ordinary	For [ ] Against [ ] Abstain [ ]
	Health & Safety - Driveway speed sign install	Ordinary	For [ ] Against [ ] Abstain [ ]
	Health & Safety - Damaged grate be repaired or replaced	Ordinary	For [ ] Against [ ] Abstain [ ]
	Health & Safety - Bollard installation by gas meters	Ordinary	For [ ] Against [ ] Abstain [ ]
	Health & Safety - Review	Ordinary	For [ ] Against [ ] Abstain [ ]
<b>14</b>	Long-Term Maintenance Plan	No motion	
<b>15</b>	Long-Term Maintenance Fund	Special	For [ ] Against [ ] Abstain [ ]
<b>16</b>	Sinking Investment Fund	Ordinary	For [ ] Against [ ] Abstain [ ]
<b>17</b>	Annual Budget	Ordinary	For [ ] Against [ ] Abstain [ ]
	Manager to pay line items	Ordinary	For [ ] Against [ ] Abstain [ ]
<b>18</b>	Levy Collection – Due date	Ordinary	For [ ] Against [ ] Abstain [ ]
	Collection of unpaid levies	Ordinary	For [ ] Against [ ] Abstain [ ]
	Interest charged on overdue	Ordinary	For [ ] Against [ ] Abstain [ ]
<b>19</b>	General Business	No motion	

Owner name: \_\_\_\_\_

Unit Number: \_\_\_\_\_

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

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

#### Notes

1. The Body Corporate completes the instructions section and the text of the motions. You should complete the postal vote section and the vote section.
2. Your postal vote will not be counted if any Body Corporate levies, or other amounts that are payable in respect of your unit, are outstanding.
3. If a poll is requested, your ownership interest will be counted as part of the poll. If no poll is requested, your postal vote will be counted as 1 vote. You cannot request a poll.
4. If at the general meeting of the Body Corporate the wording of a motion is materially altered, your postal vote in relation to that motion will not be counted. It is the responsibility of the chairperson to decide what constitutes a material alteration. If you are concerned that your postal vote may not be counted as a result of an amendment to a motion, you should consider appointing a proxy to attend and vote at the meeting on

your behalf.

5. If a quorum is not present at the general meeting of the Body Corporate, and regulation 13(1) of the Unit Titles Regulations 2011 does not apply, the meeting will be adjourned until the same day 1 week later and your postal vote will be counted at that meeting.
6. If the unit owner is a body corporate or an unincorporated body, the form must be signed by the representative (recorded in the register of unit owners) of the unit owner.
7. If the unit is owned by more than 1 person, every owner or his or her authorised representative must sign the form.