



14 September 2023

## NOTICE OF ANNUAL GENERAL MEETING

### **BODY CORPORATE 404398**

16-18 Enderley Avenue, Enderley HAMILTON 3214

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

Colliers, 69 Victoria Street, Hamilton

**Thursday, 28 September 2023 at 10:00 AM**

**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@colliershn.co.nz](mailto:nicole.sinclair@colliershn.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 Colliers Hamilton 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@colliershn.co.nz](mailto:nicole.sinclair@colliershn.co.nz)

## ANNUAL GENERAL MEETING AGENDA

### **BODY CORPORATE 404398**

16-18 Enderley Avenue, Enderley HAMILTON 3214

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

Colliers, 69 Victoria Street, Hamilton

**Thursday, 28 September 2023 at 10:00 AM**

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

### **BODY CORPORATE CHAIRPERSON**

Tracey Sherman

### **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.

#### **2 PREVIOUS MINUTES**

##### **Ordinary Resolution**

That the minutes of the last annual general meeting of the Body Corporate held on **26th of October 2022** are confirmed as a true record of the proceedings of that meeting.

#### **3 MATTERS ARISING**

- Spouting Flush - **Green Agenda \$264.50**
- Install Gas & Power Meter Signs - **New Zealand Sign Company \$272.94**

#### **4 COLLIERS 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 Resolution**

That the Body Corporate appoint Commercial Property Solutions Limited, trading as Colliers, 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 Colliers 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 Resolution

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

## 7 ELECTION OF COMMITTEE

Note: A Body Corporate with 10 or more principal units must form a Body Corporate Committee, unless, by special resolution, decides not to form a Body Corporate Committee.

### Special Resolution

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

*OR*

### Ordinary Resolution

That the Body Corporate establishes a Committee with **4** members and that a quorum for Committee meetings and decisions made in person or by written confirmation shall be **3** members.

That pursuant to the election, the following candidates were elected to the Committee.

- 
- 
- 
- 

### Delegation of Powers

#### Special Resolution

That the Body Corporate resolves by special resolution to delegate all of its powers and duties under the Act, Rules and Regulations generally to the committee pursuant to Section 108 of the Unit Titles Act 2010, except those unable to be delegated under Section 108(2). This delegation shall last until the close of the next AGM.

#### Ordinary Resolution

That the committee shall report once annually at that annual general meeting. The minutes of this meeting will suffice as notice of the delegation to the committee members and is evidence of the committees' authority to perform each duty or exercise each power that is being delegated.

**Note:** A Committee must meet within one month of this AGM. Any other meetings of the Committee are at their own discretion and can be as and when required. A copy of any Committee Meeting minutes must be issued to all owners within a month of each meeting.

## 8 PREVIOUS FINANCIAL STATEMENTS

### Ordinary Resolution

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

## 9 INDEPENDENT REVIEW OF FINANCIAL STATEMENTS

### **Special Resolution**

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 Resolution**

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

**OR**

### **Ordinary Resolution**

That for the purposes of insurance, the inflationary provision noted in the last valuation is applied at the time of renewal.

### **Ordinary Resolution**

That the Body Corporate remains with the existing broker and that insurance is renewed according to the most cost effective cover.

### **Ordinary Resolution**

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

### **Ordinary Resolution**

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;

- Gutter Clean
- Catch Pit Clear

## **EXTERIOR REPAIR**

The quote that was previously presented to owners and approved was for 16 A-E only and did not include 18 A - E, this was discovered prior to the start of the exterior painting and therefore Colliers instructed the contractor to postpone the start date to allow all owners to be presented with the updated quote at the AGM. The shortfall is to be discussed in the budget section of this agenda.

### **Ordinary Resolution**

That the Body Corporate engage the most cost-effective contractor to carry out the exterior repaint to all previously painted substrates to units 16 -18 Enderley Ave.

## **13 HEALTH AND SAFETY**

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

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

No new Health and Safety items have been brought to the attention of the Body Corporate.

The Health and Safety Risk Register was last reviewed in 2021.

### **Ordinary Resolution**

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

#### **Notes:**

- Quote from Solutions in Engineering \$558 (Initial) and \$488 (Annual)
- The plan will be supplied to all unit owners once received.

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

Although Colliers 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: As of May 2024 under the Unit Titles Amendment Act, all large bodies corporate (10 units or more) must have a compliant Long Term Maintenance Plan covering 30 years of future maintenance. Your existing plan can be amended during a review to cover this new regulation and the review period of 3 years will start from that point.

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 2021 and is due for review in 2024.

### **Ordinary Resolution**

That the Body Corporate brings its Long Term Maintenance Plan review forward so the plan can be reviewed and amended at the same time to cover the 30 year regulation before May 2024 using the most cost effective professional.

#### **Notes:**

- Quote from Solutions in Engineering \$1,208 (Initial) and \$1,058 (Review)
- The plan will be supplied to all unit owners once received.

## **15 LONG-TERM MAINTENANCE FUND**

### **Special Resolution**

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

**OR**

### **Ordinary Resolution**

That the Body Corporate **opts in** to the Long-Term Maintenance Fund for the current financial year. Budget to be discussed, approved and adopted at the meeting.

## **16 OPTIONAL CONTINGENCY INVESTMENT FUND**

### **Ordinary Resolution**

That the full amount collected for the Optional Contingency Fund in the previous financial year remain in a non-interest bearing account.

**Note:** 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 Resolution**

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 Colliers 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 Resolution**

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 Members for approval for unexpected expenses outside of the budget.

## **18 LEVY COLLECTION**

### **Ordinary Resolution**

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 Resolution**

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 Resolution**

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 Colliers International Hamilton on +6478392538 or [nicole.sinclair@colliershn.co.nz](mailto:nicole.sinclair@colliershn.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 404398**  
**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 28/09/2023.

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.

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New Zealand

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# ANNUAL REPORTS

**for the financial year to 30/06/2023**

**Body Corporate 404398**

**16-18 Enderley Avenue, Enderley HAMILTON 3214**

Manager: Nicole Sinclair

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## Statement of Financial Position

### As at 30/06/2023

Body Corporate 404398

16-18 Enderley Avenue, Enderley HAMILTON 3214

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	1,380.28
Owners Equity--Admin	2,762.23
	4,142.51
<b>Sinking Fund</b>	
Operating Surplus/Deficit--Sinking	1,001.29
Owners Equity--Sinking	10,158.96
	11,160.25
<b>Net owners' funds</b>	<b>\$15,302.76</b>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	5,751.13
	5,751.13
<b>Sinking Fund</b>	
Cash at Bank--Sinking	11,160.25
	11,160.25
<b>Unallocated Money</b>	0.00
<i>Total assets</i>	16,911.38
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Creditors--Other--Admin	398.00
Prepaid Levies--Admin	1,210.62
	1,608.62
<b>Sinking Fund</b>	0.00
<b>Unallocated Money</b>	0.00
<i>Total liabilities</i>	1,608.62
<b>Net assets</b>	<b>\$15,302.76</b>



## Statement of Financial Performance for the financial year to 30/06/2023

Body Corporate 404398

16-18 Enderley Avenue, Enderley HAMILTON 3214

### Administrative Fund

	Current period 01/07/2022-30/06/2023	Annual budget 01/07/2022-30/06/2023	Variance (\$)
<b>Revenue</b>			
Interest on Arrears--Admin	15.61	0.00	15.61
Levies Due--Admin	15,829.95	15,829.92	0.03
<i>Total revenue</i>	15,845.56	15,829.92	15.64
<b>Less expenses</b>			
Admin--Agent Disbursements	176.04	176.00	0.04
Admin--Health & Safety	272.94	0.00	272.94
Admin--Management Fees--Standard	4,599.96	4,600.00	(0.04)
Admin--Write-offs	0.02	0.00	0.02
Insurance--Premiums	8,753.92	8,753.92	0.00
Insurance--Valuation	0.00	700.00	(700.00)
Maint Bldg--General Repairs & Maintenance	264.50	1,250.00	(985.50)
Maint Grounds--Lawns Gardening Rubbish	397.90	350.00	47.90
<i>Total expenses</i>	14,465.28	15,829.92	(1,364.64)
<b>Surplus/Deficit</b>	1,380.28	0.00	1,380.28
Opening balance	2,762.23	2,762.23	0.00
<b>Closing balance</b>	<b>\$4,142.51</b>	<b>\$2,762.23</b>	<b>\$1,380.28</b>

**Sinking Fund**

	<b>Current period</b> 01/07/2022-30/06/2023	<b>Annual budget</b> 01/07/2022-30/06/2023	<b>Variance</b> (\$)
<b>Revenue</b>			
Interest on Arrears--Sinking	1.29	0.00	1.29
Levies Due OCF--Sinking	1,000.00	1,000.00	0.00
<i>Total revenue</i>	<u>1,001.29</u>	<u>1,000.00</u>	<u>1.29</u>
<b>Less expenses</b>			
<i>Total expenses</i>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Surplus/Deficit</b>	<u>1,001.29</u>	<u>1,000.00</u>	<u>1.29</u>
Opening balance	10,158.96	10,158.96	0.00
<b>Closing balance</b>	<u><b>\$11,160.25</b></u>	<u><b>\$11,158.96</b></u>	<u><b>\$1.29</b></u>



## Proposed Budget to apply from 01/07/2023

Body Corporate 404398

16-18 Enderley Avenue, Enderley HAMILTON 3214

### General

#### Administrative Fund

	<b>Proposed budget</b>	<b>Actual</b> 01/07/2022-30/06/2023	<b>Previous budget</b>
<b>Revenue</b>			
Interest on Arrears--Admin	0.00	15.61	0.00
Levies Due--Admin	21,859.06	15,829.95	15,829.92
<i>Total revenue</i>	21,859.06	15,845.56	15,829.92
<b>Less expenses</b>			
Admin--Agent Disbursements	176.00	176.04	176.00
Admin--Consultants	1,208.00	0.00	0.00
Admin--Health & Safety	558.00	272.94	0.00
Admin--Management Fees--Standard	4,600.00	4,599.96	4,600.00
Admin--Write-offs	0.00	0.02	0.00
Insurance--Premiums	12,167.06	8,753.92	8,753.92
Insurance--Valuation	700.00	0.00	700.00
Maint Bldg--General Repairs & Maintenance	2,000.00	264.50	1,250.00
Maint Grounds--Lawns Gardening Rubbish	450.00	397.90	350.00
<i>Total expenses</i>	21,859.06	14,465.28	15,829.92
<b>Surplus/Deficit</b>	0.00	1,380.28	0.00
Opening balance	4,142.51	2,762.23	2,762.23
<b>Closing balance</b>	\$4,142.51	\$4,142.51	\$2,762.23
Total units of entitlement	10000		10000
Levy contribution per unit entitlement	\$2.19		\$1.58

**General**

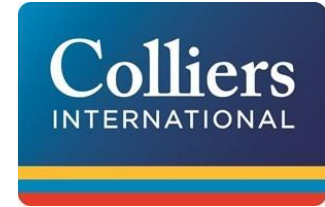
**Sinking Fund**

	<b>Proposed budget</b>	<b>Actual</b> 01/07/2022-30/06/2023	<b>Previous budget</b>
<b>Revenue</b>			
Interest on Arrears--Sinking	0.00	1.29	0.00
Levies Due OCF--Sinking	8,000.00	1,000.00	1,000.00
<i>Total revenue</i>	8,000.00	1,001.29	1,000.00
<b>Surplus/Deficit</b>			
Opening balance	11,160.25	10,158.96	10,158.96
<b>Closing balance</b>	\$19,160.25	\$11,160.25	\$11,158.96
Total units of entitlement	10000		10000
Levy contribution per unit entitlement	\$0.80		\$0.10

# Property Risk Assessment Review

**Prepared for:** BC 404398  
**Inspection Date:** 03.02.2021  
**Inspected By:** Colliers International

**Address:** 16 Enderley Avenue, Hamilton  
**Review Date:** 4.02.2021  
**Inspector Code:** PS



## Introduction

Colliers International undertook an inspection to identify the health & safety risks to the body corporate.

## Disclaimer

1. The Health and Safety Property Risk Assessment (the HSPRA) is our reasonable estimate of the health and safety risks to this Body Corporate.
2. The HSPRA represents our personal assessment of health and safety risks based upon a visual inspection of the property and no invasive investigations have been completed.
3. The HSPRA is not intended to be exhaustive or to imply that every building element was inspected or that every possible risk of the Body Corporate has been identified.
4. We make no warranties that the contents of the HSPRA are complete and accurate and accept no liability for any errors or omissions in the HSPRA.
5. We do not review, audit or check the recommendations provided by other contributors to the HSPRA or information provided by you.
6. We have no responsibility for or involvement with the carrying out of any repair or maintenance identified in the HSPRA.

## Risk Assessment

Suggested hazard control processes for each item have been detailed, based on Colliers' hazard control policy "hierarchy"; eliminate, isolate, minimize.

A Hazard Risk Assessment Rating has then been included for each item based solely in the likely "severity of harm" should an incident occur.

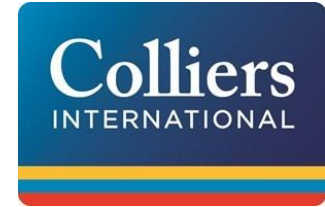
- H** = *High Risk:* Disability or Death. Action required immediately.
- M** = *Medium Risk:* Major lacerations, broken bones, illness, and major damage to property or equipment.
- L** = *Low Risk:* Low level of injury / illness or minor damage to property.






# Property Risk Assessment Review

Prepared for: BC 404398  
 Inspection Date: 03.02.2021  
 Inspected By: Colliers International

Address: 16 Enderley Avenue, Hamilton  
 Review Date: 4.02.2021  
 Inspector Code: PS



Risk ID	Hazard Type	Description	Risk Rating	Control Type	Control Detail	Status	Image
BC 404398 01	Gas	No warning signage on gas meter boxes.	H	Minimize	Danger signage to be placed at gas meter boxes.	Not completed	
BC 404398 02	Electric	No warning signage on power meter boxes.	H	Minimize	Danger signage to be placed at power meter boxes.	Not completed	
BC 404398 03	Confined Spaces	Pits / Sumps on site form a confined space hazard for contractors.	H	Minimize	An approved Safe Work Method Statement / Permit required prior to work commencing, demonstrating care around confined spaces.	Ongoing	

# Long Term Maintenance Plan Review

**Body Corporate 404398**  
**16 Enderley Avenue**  
**Hamilton**



Prepared by Colliers International, PO Box 19093 Hamilton on 01.10.2012  
Reviewed on 14.04.2021  
Next review due 3 years from last review date

# Long Term Maintenance Plan

## Introduction

The Long Term Maintenance Plan (LTMP) covers

1. the common property, building elements, and infrastructure of the unit title development
2. any additional items that the body corporate has decided by ordinary resolution to include in the plan.

Items generally included comprise grounds/driveways, building exterior envelope, and services commonly shared. Building interiors and fixtures/fittings that benefit an individual only are not included.

The property has been inspected with regard to the current condition and future maintenance requirements.

The features inspected are:

- Perimeter Fencing
- Driveway/paths
- Substructure
- Wall Cladding
- Roof Cladding
- Stormwater Collection
- Exterior joinery

The sewer system, stormwater pipework underground, and electrical, comms, data systems are not included as they are not easily inspected and also not expected to require planned maintenance or capital expenditure in a 10 year period.

## Description

- The buildings are 10 attached single level townhouses constructed in 2008.
- Perimeter fencing is timber post and rail with timber palings.
- Driveway is asphalt.
- Substructure is concrete.
- Wall cladding is brick and linea board.
- Roof cladding is pressed Colorsteel tile.
- Gutters are Colorsteel with PVC downpipes.
- Window joinery is aluminium, with painted entrance doors and Colorsteel garage doors.

The body corporate has opted out of setting up a Long Term Maintenance Fund but operates an Optional Contingency Fund. The owners decide at the AGM the amount of contribution to the Optional Contingency Fund.

## **Recommended Programmed maintenance 14.04.2021**

**This is regular maintenance to prolong the life of building elements**

- Building soft wash every 3 years
- Roof treatment every 3 years (Condition check of roof done at this time)
- Clean of gutters annually (May/ June)
- Repaint of all previously painted surfaces in 2021. This is indicative only and dependent on how well the cladding has been maintained. Recommend reviewing every 3 years.
- Storm water catch pit clearance every year.
- Driveway treatment every 4 years

## **Disclaimer for Long Term Maintenance Plan**

You have been provided with the Long Term Maintenance Plan on the basis of the following:

1. The Long Term Maintenance Plan (the LTMP) is our reasonable estimate of the repairs and maintenance that may be required for the period covered by the LTMP.
2. The LTMP represents our personal assessment of the repairs and maintenance required based upon a visual inspection of the property and no invasive investigations have been completed.
3. The LTMP is not intended to be exhaustive or to imply that every building element was inspected or that every possible future repair and maintenance requirement of the property has been identified.
4. Any opinion expressed regarding the expected life of any building element or timing of repair and maintenance is a general estimate only and variations are to be expected.
5. We make no warranties that the contents of the LTMP are complete and accurate and accept no liability for any errors or omissions in the LTMP.
6. We do not review, audit or check the recommendations provided by other contributors to the LTMP or information provided by you.
7. We have no responsibility for or involvement with the carrying out of any repair or maintenance identified in the LTMP.

## Long Term Maintenance Plan Summary

Prepared by Colliers , PO Box 19093, Hamilton 3244  
 Period Covered 2021 to 2030  
 Body Corporate Number 404398  
 Address 16 Enderley Avenue, Hamilton

Fund A Long Term Maintenance Fund has not been set up but an Optional Contingency Fund is in place with contributions determined by the owners at the Annual General Meeting.

Item Covered	Material	Age	Life expectancy	Condition	Comment
Perimeter fencing side and back	Timber post, rail and palings	13 years	20 years	Good	
Perimeter fencing front	Timber post and rail.	13 years	20 years	Good	
Driveway/paths	Asphalt and concrete pavers	13 years	>30years	Good	
Substructure	Concrete	13 years	>50years	Good	
Wall cladding	Brick and linea board	13 years	>50years	Good	
Roof cladding	Colorsteel tile	13 years	>30years	Good	
Paint		13 years	10 years	Good	
Stormwater collection	Steel gutters/PVC downpipes	13 years	>25years	Good	
Exterior joinery	Aluminium	13 years	>50years	Good	Painted front doors and Colorsteel garage doors

Estimated Cost of maintenance	Cycle	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Building soft wash	Every 3 years		\$ 1,452.00			\$ 1,481.00			\$ 1,511.00		
Roof treatment	Every 3 years		\$ 1,219.00			\$ 1,243.00			\$ 1,268.00		
Gutter clean	Every year	\$ 230.00	\$ 232.00	\$ 235.00	\$ 237.00	\$ 239.00	\$ 241.00	\$ 244.00	\$ 246.00	\$ 249.00	\$ 251.00
Catch pit clear	Every year	\$ 98.00	\$ 99.00	\$ 100.00	\$ 101.00	\$ 102.00	\$ 103.00	\$ 104.00	\$ 105.00	\$ 106.00	\$ 107.00
Paint	Every 10 years	\$9,030.00	\$1,104	\$ 1,204.00	\$ 1,305.00	\$ 1,406.00	\$ 1,507.00	\$ 1,608.00	\$ 1,709.00	\$ 1,810.00	\$ 1,911.00
Driveway treatment	Every 4 years	\$ 253.00				\$ 259.00				\$ 265.00	
<b>Total</b>		<b>\$ 9,611.00</b>	<b>\$ 4,106.00</b>	<b>\$ 1,539.00</b>	<b>\$ 1,643.00</b>	<b>\$ 4,730.00</b>	<b>\$ 1,851.00</b>	<b>\$ 1,956.00</b>	<b>\$ 4,839.00</b>	<b>\$ 2,430.00</b>	<b>\$ 2,269.00</b>
<b>Estimated annual contribution</b>		<b>\$ 3,497.40</b>	<b>\$ 3,497.40</b>	<b>\$ 3,497.40</b>	<b>\$ 3,497.40</b>	<b>\$ 3,497.40</b>	<b>\$ 3,497.40</b>	<b>\$ 3,497.40</b>	<b>\$ 3,497.40</b>	<b>\$ 3,497.40</b>	<b>\$ 3,497.40</b>

### Notes:

LTMP Summary to be read in conjunction with Long Term Maintenance Plan  
 LTMP Summary created on 01.10.2012 Reviewed on 14.04.2021 review due 14.04.2024  
 Cost estimates include GST

Colliers Conflict of Interest Register



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

# SERVICE AGREEMENT FOR BODY CORPORATE MANAGER

Body Corporate 404398

COMMERCIAL PROPERTY SOLUTIONS 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 the

## PARTIES

1. **BODY CORPORATE 404398** ("THE BODY CORPORATE")
2. **COMMERCIAL PROPERTY SOLUTIONS LIMITED TRADING AS COLLIERS INTERNATIONAL** ("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, 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 the 28/09/2023

**“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 the 28/09/2023

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 15.1, 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 16.2; 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. Commercial Property Solutions Limited, P O Box 19093, Hamilton 3244; and
  - b. [nicole.sinclair@colliers.com](mailto:nicole.sinclair@colliers.com)
- 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, 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.colliers.co.nz/en-nz/privacy-policy>

Executed by the Chairperson of  
**BODY CORPORATE 404398**

\_\_\_\_\_  
Chairperson's signature

\_\_\_\_\_  
Chairperson's full name

Signed by  
**COMMERCIAL PROPERTY SOLUTIONS LIMITED**

\_\_\_\_\_  
Director's signature

\_\_\_\_\_  
Director's full name

## 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.

Additional Services	Charge/Fee
<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 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
<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 404398

**To:** BC Chairperson/BC Manager

**Unit plan:** 404398

**Instructions**

You are entitled to vote at the Body Corporate meeting to be held on **Thursday, 28 September 2023 at 10:00 AM at Colliers, 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 **Nicole Sinclair** so that it is received by **Wednesday, 27 September 2023**.

**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 **Thursday, 28 September 2023 at 10:00 AM at Colliers, 69 Victoria Street, Hamilton**.

**Motions**

Motion	Summary	Type of resolution <i>(ordinary, special, designated)</i>	Direction on resolution <i>(Indicate in the case of each motion whether you vote for, or against, the motion, or that you wish to abstain)</i>
<b>1</b>	Quorum/Attendees/Proxies	No motion	
<b>2</b>	Previous Minutes	Ordinary	For [ ] Against [ ] Abstain [ ]
<b>3</b>	Matters Arising	No resolution	
<b>4</b>	Colliers Service Agreement	Ordinary	For [ ] Against [ ] Abstain [ ]
<b>5</b>	Chairperson/Committee Report	No resolution	
<b>6</b>	Election of Chairperson	Ordinary	For [ ] Against [ ] Abstain [ ]
<b>7</b>	Election of Committee and Quorum - That by special resolution, the Body Corporate decides not to establish a committee. <b>OR</b>	Special	For [ ] Against [ ] Abstain [ ]

	That the Body Corporate establishes a Committee with <b>4</b> members and that a quorum for Committee meetings and decisions made in person or by written confirmation shall be <b>3</b> members. That pursuant to the election, the following candidates were elected to the Committee. . . . .	Ordinary	For [ ] Against [ ] Abstain [ ]
	Delegation of Powers & Duties	Special	For [ ] Against [ ] Abstain [ ]
<b>8</b>	Previous Financial Statements	Ordinary	For [ ] Against [ ] Abstain [ ]
<b>9</b>	Independent Review of Financial Statements	Special	For [ ] Against [ ] Abstain [ ]
<b>10</b>	Operational Rules	No resolution	
<b>11</b>	Insurance - Valuation -That for the purposes of insurance, an updated valuation will be obtained shortly before renewal. <b>OR</b>	Ordinary	For [ ] Against [ ] Abstain [ ]
	-That for the purposes of insurance, the inflationary provision noted in the last valuation is applied at the time of renewal.	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 - Gutter Clean	Ordinary	For [ ] Against [ ] Abstain [ ]
	- Catch Pit Clear	Ordinary	For [ ] Against [ ] Abstain [ ]

	-That the Body Corporate engage the most cost-effective contractor to carry out the exterior repaint to all previously painted substrates to units 16 -18 Enderley Ave	Ordinary	For [ ] Against [ ] Abstain [ ]
<b>13</b>	Health & Safety - Review	Ordinary	For [ ] Against [ ] Abstain [ ]
<b>14</b>	Long-Term Maintenance Plan	Ordinary	For [ ] Against [ ] Abstain [ ]
<b>15</b>	Long-Term Maintenance Fund - That the Body Corporate <b>opts out</b> of the Long-Term Maintenance Fund for the current financial year by way of special resolution. <b>OR</b>	Special	For [ ] Against [ ] Abstain [ ]
	- That the Body Corporate <b>opts in</b> to the Long-Term Maintenance Fund for the current financial year. Budget to be discussed, approved and adopted at the meeting.	Ordinary	For [ ] Against [ ] Abstain [ ]
<b>16</b>	Optional Contingency 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.