



19-23 Bridge Street  
Pymble NSW 2073

**Phone:** (02) 9449 8855

**Fax:** (02) 9449 3992

**Web:** [www.lambandwalters.com.au](http://www.lambandwalters.com.au)

**Email:** [info@lambandwalters.com.au](mailto:info@lambandwalters.com.au)

**THE OWNERS OF STRATA PLAN NO 61139  
9-15 CENTRAL AVENUE, MANLY NSW 2095**

---

#### **NOTICE OF AN EXECUTIVE COMMITTEE MEETING OF THE OWNERS CORPORATION**

**NOTICE IS HEREBY GIVEN THAT AN EXECUTIVE COMMITTEE MEETING OF THE OWNERS OF STRATA PLAN NO 61139 TO BE HELD ON MONDAY 24<sup>TH</sup> NOVEMBER, 2014 OUTSIDE THE BUILDING MANAGERS OFFICE, 9-15 CENTRAL AVENUE, MANLY AT 6.00PM.**

#### **AGENDA**

1. That the Minutes of the last Executive Committee Meeting be confirmed.
2.
  - i. That the financial statement to 13<sup>th</sup> November, 2014 be tabled.
  - ii. That the Treasurers Report be tabled.
3.
  - i. That an update be given by the By-law sub-committee.
  - ii. That the Executive Committee resolves to approve the costs agreement and disclosure of Le Page Lawyers dated 2 October 2014 and to take all actions the subject of and incidental to the work detailed therein. A copy of the costs agreement and disclosure is attached to the notice of this meeting.
  - iii. That the Executive Committee resolves to authorise the managing agent or two executive committee members to instruct Le Page Lawyers in relation to the work outlined in the costs agreement and disclosure and all actions the subject of and incidental to the work detailed therein.
4. That an update be given on the Courtyard Licences
5. That the Building Managers Report be tabled and discussed.
6. That an update be given on the Development Applications for 17-19 Central Avenue and 39-46 Sydney Road.
7. That the Building Manager be authorised to spend upto \$15,000 for the upgrade of the pool fencing to comply with the new requirements in the Swimming Pools Act 1992. The quotation to be approved by the Chairman and Secretary and to be circulated via email to all EC members.
8. That Notice to Comply be issued to Units 305a, 405 and 505 for the breach of By law 16.
9. General Business.

Dated: 13 November, 2014



19-23 Bridge Street  
Pymble NSW 2073

**Phone:** (02) 9449 8855

**Fax:** (02) 9449 3992

**Web:** www.lambandwalters.com.au

**Email:** info@lambandwalters.com.au

**THE OWNERS CORPORATION OF STRATA PLAN NO. 61139**

---

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF STRATA PLAN NO. 61139  
HELD ON WEDNESDAY 27<sup>TH</sup> AUGUST, 2014 OUTSIDE THE BUILDING MANAGERS  
OFFICE, 9-15 CENTRAL AVENUE, MANLY AT 6.00PM.**

---

- PRESENT:** Mr D Glading, Mrs Z Zybac, Mr R Stone and Mr G Brown.
- PROXIES:** Mrs S Parker in favour of Mr D Glading.  
Mr F Martinez de Morentin in favour of Mr D Glading.
- APOLOGIES:** Mrs Parker and Mr Martinez de Morentin.
- IN ATTENDANCE:** Mrs F Glading, Mr J & Mrs P Moore, Mr A Noble, Mr E Martinez de Morentin,  
Mr T Strati (Building Manager) and Ms N Hopkins of Lamb & Walters.
- CHAIRMAN:** Mr G Brown.
- 1. MINUTES:** Resolved that the Minutes of the last Executive Committee Meeting held on  
28/5/14 be confirmed as a true and accurate record of that meeting.
- 2. FINANCIAL STATEMENT:** The Treasurers Report was tabled.  
  
Resolved that the Financial Statement to 31/7/14 as tabled be accepted.
- 3. BUSINESS ARISING: Damage to Door Unit 227**  
It was agreed to not pursue the re-imburement of costs for the repair of the front  
door of Unit 227 as there was no proof who actually caused the damage.
- 4. INCOMING CORRESPONDENCE:** No incoming correspondence to note.
- 5. BUILDING MANAGERS REPORT:**
- i. The Building Managers report was tabled. Vote of thanks was given to Mr Strati  
for all his extra work and such a thorough report.
  - ii. Resolved that the decision to purchase new office furniture, computer  
equipment, stationery, lockable key cupboard for Buildings Manager's office at an  
approximate cost of \$2500.00 be ratified.



19-23 Bridge Street  
Pymble NSW 2073

**Phone:** (02) 9449 8855

**Fax:** (02) 9449 3992

**Web:** [www.lambandwalters.com.au](http://www.lambandwalters.com.au)

**Email:** [info@lambandwalters.com.au](mailto:info@lambandwalters.com.au)

iii. Resolved that the number of security FOBS issued to each Owner be limited as follows:

- 1 bed: 3 fob
- 2 bed: 4 fobs
- 3 bed: 6 fobs

Further resolved that the appropriate By-law be drafted and tabled at the next Annual General Meeting for adoption by the Owners' Corporation.

iv. Resolved that the request from the Owner of Unit 232 to have FOBS coded for car park access be denied.

NB: It will be up to the Lessor to supply access to the Lessee for the car park.

v. Resolved not to issue a lift master access FOB to Nicholson Real Estate.

vi. Resolved not to issue a lift master access FOB to Ray White Real Estate.

vii. Resolved not to issue the Owner of Unit 804 special access to Levels 3 & 4 in addition to level 8. Lot Owner can access relevant apartments using dedicated FOB'S.

viii. Mr Brown moved and Mr Glading seconded that an amendment be made to the below motion to include an additional \$3200.00 for the purchase 100 extra handles for the fire stairs and spares.

Resolved that the decision to upgrade the previously purchased door handles that were not suitable for Pacific Waves with a suitable model at a cost of approximately \$4000 be ratified and further resolved that an additional 100 handles be purchased at a cost of \$3200.00

ix. Resolved that approval be given for the purchase of 2 new lounge tub chairs and a coffee table. Mrs Martinez de Morentin to be asked to handle the purchase. Budget of \$1800.00.

x. Resolved that a proposal to repeal and replace the existing flooring by-law at the next AGM be prepared. Solicitor to draft new By-law. Flooring requiring attachment to the common property slab will not be permitted.

xi. Resolved that a By-law be prepared to ban the use of the gas connection on the balconies for anything other than an appropriate BBQ.



19-23 Bridge Street  
Pymble NSW 2073

**Phone:** (02) 9449 8855

**Fax:** (02) 9449 3992

**Web:** [www.lambandwalters.com.au](http://www.lambandwalters.com.au)

**Email:** [info@lambandwalters.com.au](mailto:info@lambandwalters.com.au)

xii. Resolved that the decision to have bollards installed in the area beneath the awning, Henrietta Lane at a cost of \$2300 be ratified.

xiii. Resolved that a subcommittee of three (3) be elected to review the breach of By-law 16 by residents. Mrs Zybac, Ms Wareham and Mr Brown were elected to the sub-committee.

xiv. Resolved that permission be given to the Owner of Unit 503 to install a storage box in their car park under certain conditions.

xv. Resolved to defer giving permission to the Owner of Unit 311 to install a cage in the unique triangular space next to their car space.

xvi. Resolved that permission be given to Unit 703 to modify common property by removing the tongue latch in the front door to their apartment subject to fire contractor confirming front door will still be compliant.

xvii. Resolved that the decision to accept the quotation from Personality Garage Doors in the amount of \$6540.00 for the replacement of the main garage door be ratified.

xviii. The Owner of Unit 806 left the room while this item was considered. Resolved that the Owner of Unit 806 be permitted to modify the handrail that forms the perimeter to their car space as long as the handrail remains compliant with the Australian Standards.

xix. Resolved that quotations be obtained for the installation of a handrail at the steps to the main lift lobby, front entry.

xx. Resolved that the quotation in the amount of \$9614.00 (after rebate) for the installation of LED lights with a sensor technology in the north and south fire stairs be accepted.

xxi. Resolved that the decision to install 8 additional cameras at a cost of \$3454.00 by Eclipse Security Solution be ratified.

xxii. This item was not discussed.

xxiii. The operating hours for the courtyard licences and duration of the licence period and conditions was discussed at length.

Resolved that the licence agreement terms be upheld and advice be sought from Le Page Lawyers on how to have this affected as soon as possible.



19-23 Bridge Street  
Pymble NSW 2073

**Phone:** (02) 9449 8855

**Fax:** (02) 9449 3992

**Web:** [www.lambandwalters.com.au](http://www.lambandwalters.com.au)

**Email:** [info@lambandwalters.com.au](mailto:info@lambandwalters.com.au)

xxiv. Resolved that Mr Brown write a letter to the Owner of Unit 233 responding to their complaint.

xxvi. Resolved that decision to retain Kerry Nash (Town Planner) in relation to the development application for 17-19 Central Avenue, Manly be ratified. There was no further updates on the DA at this stage.

xxvii. Resolved that the application from Unit 510 to install a water tap on their balcony be approved.

xxviii. The Building Manager addressed the meeting advising that it is apparent that the hot water supply pipes are being contaminated by the cold water supply pipes which service all lots, this occurrence is the reason for the long delay in an apartment receiving hot water and also a contributor to the higher than average usage of gas to heat water in the building. To rectify this situation the OC require the installation of one way isolation valves to every lot. This is an Owners' Corporation expense, at \$240.00 + GST per lot.

In addition to the above, Lot Owners at their cost, at their request, can have the contract plumber at the same time replace the tempering valve in their lot, at a cost of \$130.00 + GST. The tempering valves have now exceeded their expected life cycle and this would be an opportune time, with economical advantage to have them done. For an extra \$50 + GST Owners can also have their washing machine isolation valves replaced with one way isolation valves which will further stop the cross contamination of hot water and cold water within the lot.

## **6.GENERAL BUSINESS:**

### **Request for Gas Cock Outlet Unit 235**

Permission is not to be given to the Owner of Unit 235 to install a gas cock outlet in the apartment. An amendment is also to be made the current By-laws to cover this.

### **Upgrades to Gym**

It was agreed not to carry out any upgrades to the gym at this time.

### **Sub Metering of Hot water System**

As funds are available in the current Budget it was agreed that the quotation from Paul Read Plumbing to install a Gas Meter (\$3950 + GST) and Water Meter (\$2460.00 + GST) be accepted. Installing these meters will enable the Owners' Corporation to effectively monitor the water and gas usage in the hot water heating system. These meters are essential tools enabling the OC to compare the usage of water and gas, before and after the proposed one way isolation valves are installed.



19-23 Bridge Street  
Pymble NSW 2073

**Phone:** (02) 9449 8855

**Fax:** (02) 9449 3992

**Web:** [www.lambandwalters.com.au](http://www.lambandwalters.com.au)

**Email:** [info@lambandwalters.com.au](mailto:info@lambandwalters.com.au)

### **Sealing of Balcony Unit 708**

It was agreed to approve the request from Unit 708 to seal the balcony at their own cost as long as they indemnify the Owners Corporation from any future maintenance or replacement of the sealant.

### **Cleaning and Gardening Duties**

It was agreed that the current cleaner/gardeners duties be reduced to, cleaning only. It was further agreed that the cleaner would be paid an additional \$2400.00 per annum. The Building Manager is to prepare a revised scope of works and monitor the cleaners performance against this scope.

It was agreed that the quotation from D Emery Gardening Services be accepted for the following:

- i. Overhaul the pool area gardens one off (\$1496)
- ii. Pruning and clean all garden beds one off (\$605)
- iii. Monthly gardening service fee (\$440)

The total cost to the Owners' Corporation for cleaning and gardening services will remain almost the same. The Building Manager is hopeful that the overall service to Pacific Waves will be improved.

### **Application to NCAT**

The Order from NCAT to alter the end of financial year date for the strata plan is expected in the next week.

### **Driveway Grate**

Mr Strati left the room.

A quote from Tony Strati in the amount of \$3300.00 was tabled for the repair of the driveway grate. As this is a BMC item it will be referred to their next meeting.

It was agreed in principal that quotations from Tony Strati would be considered in conjunction with other quotations. Another local Building Tony Strati works with have advised that they have been happy with his workmanship.

### **Smoke Issue Unit 703**

The Owners of Unit 703 have issues with smoke entering their unit from another apartment. It was agreed that a special smoking By-law needs to be adopted to set out the responsibility of residents not to allow their smoke to emanate from their apartment into another unit or the common property. By-law to be drafted and considered at the next AGM.



19-23 Bridge Street  
Pymble NSW 2073

**Phone:** (02) 9449 8855

**Fax:** (02) 9449 3992

**Web:** [www.lambandwalters.com.au](http://www.lambandwalters.com.au)

**Email:** [info@lambandwalters.com.au](mailto:info@lambandwalters.com.au)

In addition the Building Manager will have the area around the vents to the apartment checked.

**Executive Committee Meeting Schedule**

Executive Committee Meetings have been scheduled as follows:

Tuesday 11th November @ 6pm

Tuesday 17th February @ 6pm

Tuesday 12th May @ 6pm

**CLOSURE:**

As there was no further business the meeting closed at 8.00pm.

## Statement of Financial Position

### As at 13/11/2014

The Owners of SP 61139

Pacific Waves, 9-15 Central Avenue, MANLY NSW  
2095

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	109,625.43
Owners Equity--Admin	93,529.44
	203,154.87
<b>Sinking Fund</b>	
Operating Surplus/Deficit--Sinking	137,182.75
Owners Equity--Sinking	626,194.66
	763,377.41
<b>Net owners' funds</b>	<b>\$966,532.28</b>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	45,213.87
Investments--Admin 1	100,000.00
Receivable--Levies--Admin	16,931.56
Receivable--Other--Admin	41,631.47
Receivable--Owners--Admin	15.01
	203,791.91
<b>Sinking Fund</b>	
Cash at Bank--Sinking	149,644.34
Investments--Sinking 1	302,552.06
Investments--Sinking 2	301,037.17
Receivable--Levies--Sinking	13,721.08
	766,954.65
<b>Unallocated Money</b>	
Cash at Bank--Unallocated	369.98
	369.98
<i>Total assets</i>	971,116.54
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Creditor--GST--Admin	652.04
Creditors--Other--Admin	(15.00)
	637.04
<b>Sinking Fund</b>	
Creditor--GST--Sinking	3,577.24
	3,577.24
<b>Unallocated Money</b>	
Prepaid Levies--Unallocated	369.98
	369.98
<i>Total liabilities</i>	4,584.26



**Net assets**

**Current period**

**\$966,532.28**

## Statement of Financial Performance for the financial year-to-date 01/02/2014 to 13/11/2014

The Owners of SP 61139

Pacific Waves, 9-15 Central Avenue, MANLY NSW  
2095

### Administrative Fund

	Current period 01/02/2014-13/11/2014	Annual budget 01/02/2014-31/01/2015	Previous year 01/02/2013-31/01/2014
<b>Revenue</b>			
Interest on Arrears--Admin	229.01	0.00	0.00
Interest on Investments--Admin	2,030.78	5,000.00	0.00
Interest--Bank	338.66	0.00	0.00
Levies Due--Admin	320,005.70	320,000.00	0.00
Miscellaneous Income--Admin	31.82	0.00	0.00
Security Key--Non-refundable	220.00	0.00	0.00
Status Certificate Fees	428.00	0.00	0.00
Strata Roll Inspection Fees	68.00	0.00	0.00
<i>Total revenue</i>	323,351.97	325,000.00	0.00
<b>Less expenses</b>			
Admin--Accounting	504.54	720.00	0.00
Admin--Agent Disburst--Postage & Stationery	3,474.81	1,000.00	0.00
Admin--Agent Disburst--Postage & Stationery--Extra	1,374.99	2,500.00	0.00
Admin--Agent Disburst--Schedule B	245.45	0.00	0.00
Admin--Auditors--Audit Services	1,200.00	1,000.00	0.00
Admin--Auditors--Taxation Services	204.55	120.00	0.00
Admin--Bank Charges	34.60	0.00	0.00
Admin--Bank Charges--With GST	186.38	100.00	0.00
Admin--Consultant--Executive Committee	700.00	0.00	0.00
Admin--Legal & Debt Collection Fees	1,456.64	0.00	0.00
Admin--Legal Cost	0.00	2,000.00	0.00
Admin--Levy Contribution--BMC	119,733.85	194,625.00	0.00
Admin--Management Fees--Standard	13,769.80	16,500.00	0.00
Admin--Registration/License/Permit Fees	228.00	100.00	0.00
Admin--Stationery & Printing	0.00	400.00	0.00
Admin--Status Certificate Fees Paid	428.00	0.00	0.00
Admin--Strata Inspection Fees Paid	68.00	0.00	0.00
Foyer Doors Maintenance	360.00	0.00	0.00
Insurance--Premiums	2,223.48	2,600.00	0.00
Maint Bldg--Airconditioning - Repairs	0.00	3,500.00	0.00
Maint Bldg--Airconditioning--Maintenance Contract	1,945.00	0.00	0.00
Maint Bldg--Cleaning	434.55	0.00	0.00
Maint Bldg--Cleaning--Carpet/Furniture	3,898.00	4,000.00	0.00
Maint Bldg--Consultants	225.00	0.00	0.00
Maint Bldg--Doors & Windows	977.50	0.00	0.00
Maint Bldg--Electrical Repairs	1,099.97	500.00	0.00

**Administrative Fund**

	<b>Current period</b>	<b>Annual budget</b>	<b>Previous year</b>
	01/02/2014-13/11/2014	01/02/2014-31/01/2015	01/02/2013-31/01/2014
Maint Bldg--Exhaust/Ventilation Systems	2,000.00	0.00	0.00
Maint Bldg--Fire Protection	1,350.00	0.00	0.00
Maint Bldg--Fire Protection--Contract	(1,350.00)	0.00	0.00
Maint Bldg--Garage Door Contract & Repairs	1,749.28	1,000.00	0.00
Maint Bldg--Garbage Bins/Bags	225.27	0.00	0.00
Maint Bldg--Hot Water Service	1,080.00	1,000.00	0.00
Maint Bldg--Lift--Maintenance Contract	4,226.47	0.00	0.00
Maint Bldg--Light Globes	134.50	0.00	0.00
Maint Bldg--Locksmith Repairs	102.50	0.00	0.00
Maint Bldg--Miscellaneous	195.98	1,000.00	0.00
Maint Bldg--Pest/Vermin Control	750.00	500.00	0.00
Maint Bldg--Plumbing Repairs	4,912.75	10,000.00	0.00
Maint Bldg--Plumbing--Drains & Sewers	300.00	0.00	0.00
Maint Bldg--Pool Mtce	5,082.01	8,200.00	0.00
Maint Bldg--Repairs & Mtce	12,878.25	20,000.00	0.00
Maint Bldg--Security Alarm Equipment	935.00	0.00	0.00
Maint Bldg--Security Keys	347.45	2,500.00	0.00
Maint Grounds--Equipment Hire	480.00	1,440.00	0.00
Maint Grounds--Plants Hire	480.00	0.00	0.00
Maint Grounds--Pool Fencing	100.00	0.00	0.00
Utility--Electricity & Gas	(33,773.87)	0.00	0.00
Utility--Gas	28,122.17	42,000.00	0.00
Utility--Phoneline rental & charges	125.91	0.00	0.00
Utility--Rubbish Removal	93.86	0.00	0.00
Utility--Waste Management	0.00	500.00	0.00
Utility--Water Usage	28,405.90	42,000.00	0.00
<i>Total expenses</i>	213,726.54	359,805.00	0.00
<b>Surplus/Deficit</b>	109,625.43	(34,805.00)	0.00
Opening balance	93,529.44	93,529.44	93,529.44
<b>Closing balance</b>	<b>\$203,154.87</b>	<b>\$58,724.44</b>	<b>\$93,529.44</b>

**Sinking Fund**

	<b>Current period</b> 01/02/2014-13/11/2014	<b>Annual budget</b> 01/02/2014-31/01/2015	<b>Previous year</b> 01/02/2013-31/01/2014
<b>Revenue</b>			
Interest on Arrears--Sinking	59.67	0.00	0.00
Interest on Investments--Sinking	11,624.48	35,000.00	0.00
Levies Due--Sinking	190,006.15	190,000.00	0.00
<i>Total revenue</i>	201,690.30	225,000.00	0.00
<b>Less expenses</b>			
Admin-- PAYG--Sinking	1,328.00	0.00	0.00
Admin--Income Tax--Sinking	4,000.90	6,000.00	0.00
BMC Contribution--Sinking Fund	1,550.04	30,275.00	0.00
Gym Maintenance/Equipment	0.00	1,200.00	0.00
Maint Bldg-- Exhaust/Ventilation	3,655.00	5,000.00	0.00
Maint Bldg--Carpets & Stairs Replacement	181.82	20,000.00	0.00
Maint Bldg--Consultants	2,675.00	2,000.00	0.00
Maint Bldg--Contingency	0.00	120.00	0.00
Maint Bldg--Doors & Windows	2,364.00	0.00	0.00
Maint Bldg--Electrical	11,275.00	0.00	0.00
Maint Bldg--Equipment Purchases	0.00	2,000.00	0.00
Maint Bldg--Fire Protection	400.00	0.00	0.00
Maint Bldg--General Service & Replacement	11,545.45	0.00	0.00
Maint Bldg--Painting (External)	5,295.45	40,000.00	0.00
Maint Bldg--Painting (Internal)	1,101.64	0.00	0.00
Maint Bldg--Plumbing & Drainage	14,930.00	30,000.00	0.00
Maint Bldg--Security Works	825.41	0.00	0.00
Maint Grounds--Landscaping	1,360.00	0.00	0.00
Pumps Repair & Maintenance	2,019.84	1,000.00	0.00
<i>Total expenses</i>	64,507.55	137,595.00	0.00
<b>Surplus/Deficit</b>	137,182.75	87,405.00	0.00
Opening balance	626,194.66	626,194.66	626,194.66
<b>Closing balance</b>	<b>\$763,377.41</b>	<b>\$713,599.66</b>	<b>\$626,194.66</b>

2 October 2014

**Attention: Ms. N. Hopkins**

The Secretary  
The Owners – Strata Plan No. 61139  
c/- Lamb & Walters  
P O Box 133  
PYMBLE NSW 2073

**By Email: nikki@lambandwalters.com.au**

Dear Secretary

**The Owners – Strata Plan No. 61139 – Drafting motions to make by-laws**  
Our Ref: SP61139:NF

Thank you for your instructions.

Please find **enclosed** our costs agreement and disclosure ("costs agreement") that we are required to provide under the *Legal Profession Act 2004* and *Legal Profession Regulation 2005*.

### **Costs agreement to be given to owners and Executive Committee members**

The Owners Corporation must, pursuant to s.230A of the *Strata Schemes Management Act 1996* ("the Act"), give a copy of the costs agreement to each owner and Executive Committee member within seven days.

### **Approving the costs agreement**

Section 80D of the Act provides that an Owners Corporation or Executive Committee must not seek legal advice, the provision of legal services or initiate legal action for which payment may be required unless a resolution is passed at a general meeting of the Owners Corporation approving the seeking of the advice or services or the taking of the legal action.

Clause 15 of the *Strata Schemes Regulation* ("the Regulation") provides some exemptions. One such exemption is if the reasonably estimated costs of the legal services would not exceed an amount equal to the sum of \$1,000.00 for each lot in scheme (excluding utility lots), or \$12,500.00, whichever is the lesser.

The estimate of costs in the costs agreement we have provided is within the exemption under clause 15 of the Regulation. Accordingly our costs agreement can be approved by either:

1. The Executive Committee passing a resolution in an Executive Committee meeting. We have **enclosed** draft motions that we suggest are considered at the meeting; or,
2. A person with the delegated authority of the Owners Corporation to approve our costs agreement. Such authority is usually delegated by the Owners Corporation pursuant to a resolution.
3. The Owners Corporation in a general meeting. We have **enclosed** draft motions that we suggest are considered at the meeting.

**Action required before commencing work**

Before we commence any work in this matter, we require the following:

1. A copy of the minutes of the meeting approving our costs agreement, or a copy of the document granting delegated authority the person making the decision to approve our costs agreement; and,
2. The amount of **\$2,300.00** to be deposited into our trust account, on account of anticipated professional fees, internal expenses and disbursements, as estimated in our costs agreement. Our trust account details are as follows:

Bank Name:	Commonwealth Bank of Australia
Account Name:	David Le Page Solicitor Pty Ltd Law Practice Trust Account
BSB:	062 437
Account Number:	1003 3380
Amount:	\$2,300.00
<b>Quote Reference:</b>	<b>SP61139:NF</b>

Please do not hesitate to contact us if you have any questions.

Yours faithfully

Per: 

Le Page Lawyers  
Contact: Colin Cunlo

Encl.

# Le Page Lawyers

2 October 2014

**Attention: Ms. N. Hopkins**

The Secretary  
The Owners – Strata Plan No. 61139  
c/- Lamb & Walters  
P O Box 133  
PYMBLE NSW 2073

**By Email: nikki@lambandwalters.com.au**

Dear Secretary

**The Owners – Strata Plan No. 61139 – Drafting motions to make by-laws**

Our Ref: SP61139:NF

Thank you for your instructions.

The provision of legal services by this firm, including its employees, is regulated by the provisions of the *Legal Profession Act* 2004. We are required by the *Legal Profession Act* 2004 ("the Act") and the *Legal Profession Regulation* 2005 ("the Regulation") to advise you of the basis of our charging and our estimate of the likely cost of the matter.

This document, together with our General Terms of Business, copy **enclosed**, sets out the terms of our offer to provide legal services to you and constitutes our costs agreement and disclosure pursuant to the Act and Regulation.

**Details of Work**

Drafting a motion to make by-laws concerning security fob access system, repealing existing flooring by-law and creating new flooring by-law, gas connection to balconies, and prohibition of smoking from one lot into the common property or into another lot, including attending to registration of the by-laws in Land and Property Information NSW.

**Fees for Professional Services**

We will charge you professional fees for work we do based on hourly rates. The hourly rates charged by our professional staff (not including GST) are set out below:

- (a) \$500.00 for David Le Page, director and principal.
- (b) \$450.00 for Colin Cunio, senior solicitor.
- (c) \$420.00 for Peter Fagan, senior solicitor.
- (d) \$370.00 for Sinem Mutlu, solicitor.

You will be proportionately charged for work involving periods less than an hour. Our charges are structured in six minute units. For example, the time charged for an attendance of up to six minutes will be one unit and the time charged for an attendance between six and 12 minutes will be two units.

Our rates are reviewed on a regular basis and may change during the course of your matter. In relation to lengthy matters, this may impact upon our cost estimates (which may be revised accordingly). You will be given 30 days' notice in writing of any foreshadowed changes to our charge out rates.

Your matter will be handled by Colin Cunio and David Le Page. Other professional staff may also assist, from time to time, with the conduct of your matter.

You will be responsible for internal expenses which we incur in carrying out your instructions. Our rates for internal expenses are:

(a)	Black and white photocopying:	\$0.50 per page.
(b)	Colour photocopying:	\$1.00 per page.
(c)	Document scanning:	No charge.
(d)	Local facsimile transmission:	\$0.50 per page.
(e)	Interstate facsimile transmission:	\$1.00 per page.
(f)	International facsimile transmission:	At cost.
(g)	International telephone calls:	At cost.
(h)	Paralegal/Secretarial services (per hour or part thereof):	\$80.00 per hour.

#### **Disbursements**

We may incur disbursements (being money which we pay or are liable to pay to others on your behalf) which you are required to pay at the cost incurred by this firm.

Disbursements may include search fees, court or tribunal filing fees, process server fees, witness expenses, travel expenses, transcript expenses, external bulk photocopying and image scanning fees, clerk lodgement of document fees, couriers and postage, bank charges, and barrister's fees.

When you instruct us to brief a barrister or other expert and they provide a fee agreement we will provide this to you.

#### **Estimate of Professional Fees, Internal Expenses and Disbursements**

On our present instructions, we estimate the cost of the work to be:

Professional Fees:	\$	2,000.00
Disbursements:	\$	<u>300.00</u>
<b>TOTAL</b>	<b>\$</b>	<b>2,300.00</b>

***Please note that this is an estimate only and not a fixed quote. The total costs may exceed the estimate. While the estimate is based on present information and instructions and our current understanding from you as to what services are required, our costs may exceed the estimate if further information becomes available or circumstances change which impact on these matters, or for any other***



***reasons. In this event we will provide you with a revised estimate as soon as practicable.***

**Variables that may impact on the estimate**

Some of the variables which may impact upon the cost estimate provided above include the following:

- (a) The number and duration of telephone calls or other communications;
- (b) Your prompt and efficient response to requests for information or instructions;
- (c) Whether your instructions are varied;
- (d) Whether documents have to be revised in light of varied instructions;
- (e) The lawyer or other persons with whom we deal and the level of co-operation of the lawyer's clients and other persons involved;
- (f) Changes in the law; and
- (g) The complexity or uncertainty concerning legal issues affecting your matter.

**Acceptance**

This document and our General Terms of Business, is an offer by us to enter into a costs agreement with you. If you accept this offer, you are taken to have entered into a costs agreement with us. This means you will be bound by the terms and conditions set out in this document and our General Terms of Business, including being billed in accordance with it.

You may accept this offer in writing or by other conduct. You allowing us to proceed on the basis of your instructions without objection to the offer, or oral acceptance or the offer, is conduct that will constitute acceptance of the offer.


Failure to accept our offer within fourteen days of the date of this document may result in the immediate withdrawal of our offer to act on your behalf.

Where this cost agreement is addressed to more than one party, each party is individually bound by it, jointly and severally. A party, who does not intend to be bound by this costs agreement, must communicate that fact to us in writing. We reserve the right to decline to act further (or at all) for the remaining parties.

Please do not hesitate to contact us if you have any questions about this or any other document.

Yours faithfully

Per:

  
Le Page Lawyers  
Contact: Colin Cunio

Encl.

# Le Page Lawyers

## RETAINER – GENERAL TERMS

### Invoicing

Our services are provided either for a fixed cost (based on our experience in similar matters) or for a cost determined by the time spent on the matter. Time is measured in six-minute units.

When we receive instructions to act in a matter, we advise of the basis on which we shall calculate our costs, and we provide an estimate of the likely amount of our costs for that matter.

If it is not reasonably practicable to make this specific disclosure before we are retained and/or before advice or other services are provided, our professional services will be charged at the rate per six-minute unit at which services are provided in other matters in which we act, at that time, on your instructions.

Accounts may be rendered monthly. In a matter that is protracted, accounts may be rendered in respect of any costs and disbursements due which exceed \$500.

Accounts may include charges for non-professional services, and disbursements that we incur. Non-professional services are charged as follows:-

- Black & white printing/production at \$0.10 per page;
- One-Off Archiving Fee - \$20.00;
- Colour document production/printing at cost;
- Photocopying at \$0.50 per page;
- Local facsimiles at \$0.50 per page;
- Interstate facsimiles at \$2.00 per page;
- Lodgement of documents, on-line searches and searches at Government and other authorities at cost;
- Postage & couriers at cost;
- Bank charges at cost.

Accounts may also include charges for services provided by paralegal and secretarial staff, calculated at \$8.00 per six-minute unit.

### Changes

Our rates for professional services and other services will not change without written notice to you.

### Goods & Services Tax

Our rates and any estimate of costs which we provide do not include GST.

If GST is payable in respect of any of the goods or services we supply, an amount of 10% in respect of those goods or services will be included in the account, and will be payable by you.

### Interest

If an amount remains unpaid 30 days after an account is sent to you, interest will accrue as permitted by the Legal Profession Act 2004, at the rate of 9 per cent per annum, or at such other rate as we disclose to you in writing.

### Trust Money

We may ask you to pay money into our trust account, from which we may pay costs and charges as they are incurred. Where we have received money into our trust account on account of costs and disbursements to be incurred on your behalf, we may use such trust funds towards the payment of the balance of any account issued to you by our firm after 7 days from the date that account is sent to you. Any moneys remaining in trust at the completion of the matter will be refunded.

### General Authority

We are authorised to take steps that the proper conduct of the matter requires.

### Engaging other Lawyers or Consultants

It may be advisable for us to engage, on your behalf, the services of another lawyer or consultant to provide special services, including advocacy services. We will consult you about that person's engagement. You may be asked to enter into a costs agreement directly with that person.

### Termination

We may decide no longer to act on your behalf if:-

- You do not pay our account;
- You do not give us adequate instructions;
- You do not pay money into our trust account to cover anticipated costs and charges, as requested.
- You do not accept our advice.

You may terminate our appointment at any time.

In either case, you must pay our costs and charges until the date of termination.

### Retention of Documents

After completion of the matter, you are entitled to all the documents in your file unless there is money owing to us, or a final account has yet to be rendered. Documents which you choose to leave in our possession may be destroyed after seven years.

### Costs in Court Proceedings

If Court proceedings are taken on your behalf, the Court may order the other party to pay your costs. This does not affect your liability to pay our costs and charges. Any sums recovered from the other party may be used by us to pay some or all of the costs and charges payable under this agreement. We estimate that if a bill of costs were assessed by the Court, you would be entitled to recover 60 to 90 per cent of actual costs and charges which you are liable to pay our firm.

The Court may order you to pay the other party's costs. Those costs will be additional to the costs and charges payable to us under this agreement. We estimate that if a bill of costs were assessed by the Court, you would be liable to pay 60 to 90 per cent of actual costs and charges payable by the other party to his/her/its solicitor.

### Your Right to a Bill of Costs & Review

A legal practitioner cannot take legal action to recover legal costs unless 30 days has passed since the bill of costs was given to the client. You have a right to request an itemised bill of costs within 30 days after receipt of a lump sum bill.

You are entitled, on reasonable request, to receive a written report on the progress of the matter in which I am retained by you and a written report of the legal costs incurred by you to that date, or since the last bill in the matter. I am entitled to charge you at the hourly rates disclosed in this agreement to prepare a report on the progress of the matter.

### Disputes

In the event of a dispute in relation to legal costs to be charged by me, you are entitled to apply for the assessment of the whole or any part of the bill within 12 months after the bill was given, the request was made or the bill was paid, whichever first occurs, or apply to a costs assessor to determine whether the costs agreement is fair, just or reasonable.

### Contact

If you wish to discuss my legal costs, or the terms of this retainer, please contact:

David Le Page Solicitor Pty Limited  
t/as Le Page Lawyers  
Level 9, 61-63 Market Street  
SYDNEY NSW 2000

Tel: (02) 9264 0052  
Fax: (02) 9264 0050

All mail to:- PO Box A94  
SYDNEY SOUTH NSW 1235