OXYGEN
Life just got better.

Notice of Annual General Meeting
Body Corporate Metro Thorndon Apartments 86157
s89, Unit Titles Act 2010

You are invited by the Chairperson to attend the Annual General Meeting of the Body Corporate.

Venue: 27 Buller Street, Wellington, Te Aro, 6011
https://us02web.zoom.us/j/85257799803?from=addon
Time: 05:30 PM
Date: 31 October 2024

Caylie Whitfield
caylie@oxygen.co.nz

Agenda

Welcome from the Chairperson of the Body Corporate

Present and Apologies

Proxies and Postal Votes

Establish a Quorum

-
Link to the supporting documents including the proxy and postal voting form, can be found by clicking on the link below:

Click here --> Supporting Documents

Please note this link will expire in 1 month.

-

1. **Report from the Chairperson (Time Allocation - 10 minutes)**

   Motion: That by ordinary resolution the chairperson's report be accepted and entered into the records of the body corporate.

2. **Building Management Report (Time Allocation 10 minutes)**

Motion: That by ordinary resolution the building management report be accepted and entered into the records of the body corporate.

3. **Confirmation of Minutes of Previous Annual General Meeting (AGM) (attached) (Time Allocation 2 minutes)**

Motion: That by ordinary resolution the minutes of the AGM held on 29 January 2024 be approved and adopted as a true and accurate record of the meeting.

4. **Matters Arising from Previous Meeting (Time Allocation 5 Minutes)**

Action Items

Long Term Maintenance Plan – Quote to have an updated LTMP provided	Oxygen - *Done*
Health & Safety Plan – Templet to be provided to the Committee	Oxygen – *Done*
Owners that have Property Managers, to advise them to contact Oxygen directly for any queries or concerns. Oxygen will then liaise with the Building Manager on the reported matter.	Owners / Property Managers - *Done*
Unit Entitlement Review – Engage with Morrison Kent to undertake the Unit Entitlement Review.	Committee - *Done*
Amendment to the Body Corporate Rules – Engage Morrison Kent to quote on what it would cost for them to review and update the Body Corporate Rules	Committee
External Painting – Painting to be actioned as soon as the Unit Entitlement has been reviewed	Committee
Extraordinary General Meeting in May 2024	Committee / Oxygen – *Not Done*

5. **BC - Decisions Register (Time Allocation 2 Minutes)**

Motion: That by ordinary resolution the decisions register dated 29 January 2024 is approved and that those decisions shall continue in force until revoked or amended at a future general meeting.

6. BC - Body Corporate Committee Conflict of Interest Register (Time Allocation 2 Minutes)

In accordance with regulation 6(5)ca the body corporate committee conflict of interest register has to be provided with the AGM agenda, and is herewith attached.

7. Financial Statements for the year ending 31 August 2025 (Time Allocation 10 Minutes)

Motion: That by ordinary resolution the financial statements for the year ending 31st of August 2024 with net accumulated funds of $218,007.52 be accepted as a true and accurate record of the financial performance and position of the body corporate.

8. BC - Audit of Financial Statements (Time Allocation 5 Minutes)

Motion: That by special resolution and in accordance with section 132(8), section 132(2) not apply to the financial statements of the Body Corporate for the year 01 September 2024 - 31 August 2025 and that the accounts not be audited, reviewed or verified. Should this motion not be passed then the audit is to be done under Special Purpose Financial Reports (SPFR) only.

9. Body Corporate Levies - Operating Budget (Time Allocation 7 Minutes)

Motion: That by ordinary resolution the operating budget for the financial year 1st of September 2024 is approved at a levy income of $276,000.00 and expenditure of $259,869.83. That in accordance with section 121 of the Unit Titles Act 2010 the budget shall be raised by utility interest due for payment by instalments by the due date being 1 Aug 2024, 1 Sep 2024, 1 Oct 2024, 1 Nov 2024, 1 Dec 2024, 1 Jan 2025, 1 Feb 2025, 1 Mar 2025, 1 Apr 2025, 1 May 2025, 1 Jun 2025, 1 Jul 2025.

10. **Body Corporate Levies - Long Term Maintenance Budget (Time Allocation 7 Minutes)**

Motion: That by ordinary resolution the long term maintenance fund budget for the financial year 1st of September 2024 is approved at a levy income of $28,750.00 and expenditure of $00.00. That in accordance with section 121 of the Unit Titles Act 2010 the budget shall be raised by utility interest due for payment by instalments by the due date being 1 Aug 2024, 1 Sep 2024, 1 Oct 2024, 1 Nov 2024, 1 Dec 2024, 1 Jan 2025, 1 Feb 2025, 1 Mar 2025, 1 Apr 2025, 1 May 2025, 1 Jun 2025, 1 Jul 2025.

11. **Body Corporate Levies - Contingency Fund Budget (Time Allocation 2 Minutes)**

Motion: That by ordinary resolution the contingency fund for the financial year 01 September 2024 - 31 August 2025 is approved at a levy income of $5,000.00 (by way of transfer from the Operating Account) and expenditure of $00.00.

12. **Long Term Maintenance Plan (Time Allocation 2 Minutes)**

The body corporate committee has approved the quote provided by Plan Heaven, in order that the body corporate may fulfil its obligation under the Unit Titles Act 2010, to establish a valid 30 Year Long Term Maintenance Plan. Plan Heaven have been given the instruction to proceed and will provide the plan in due course.

Motion: That by ordinary resolution the body corporate delegates approval of the drafted Long Term Maintenance Plan by Plan Heaven, to the committee.

13. **BC - Health and Safety - Annual Update of Hazard Register and notification of notifiable events (Time Allocation 10 minutes)**

Health and Safety Hazard Register and notification of any safety incidents / issues or near misses during the last year.

14. <u>Appointment of Building Manager (Time Allocation 10 Minutes)</u>

Motion: That by ordinary resolution the body corporate appoint ___________________________________as the Building Managers of Metro Thorndon Apartments, with effect _________________________.

15. <u>Latest Insurance Valuation Information (Time Allocation 5 Minutes)</u>

The Unit Titles Act (UTA) stipulates that a Body Corporate shall keep all buildings and other improvements insured to full replacement value. Where this is not available, Indemnity cover is permitted. Not all of Oxygen Strata Limited's clients are governed by the UTA. However, Oxygen Strata Limited recommends that, whether our client is a Body Corporate or not, this standard is right for all ownership types. Oxygen Strata Limited further recommends that an Insurance Valuation be undertaken yearly; ultimately, this is a decision for the chairperson and members.

Insurance Brokers

Insurance brokers understand insurance contracts and try to match your Body Corporate with an appropriate wording; additionally, they use their capabilities for driving competition amongst insurance companies and usually have some sway with the Insurer's towards claims due to significant tracts of premium over many customers. Because of their experience in their field of expertise, they can give sound advice around all sorts of issues involved in insuring properly and to the requirements of the Unit Titles Act.

Valuation

The amount of insurance cover taken by the body corporate is of significant importance to all members. Collectively the members should agree whether or not to incur the cost of a valuation for insurance purposes. The last valuation was completed on 16 July 2024 The body corporate buildings were valued at:

1.0 Reinstatement	Retail/Office/Carparking	Residential	Totals
1.1 Reinstatement Value	$9,620,000	$11,546,000	**$21,282,000**
1.2 Inflationary Provision.	$1,092,000	$1,311,000	**$2,416,000**
2.0 Indemnity Value			
2.1 Depreciated Reinstatement Cost.	$6,011,100	$81,000	**$13,308,100**
2.2 Market Value			
2.3 Indemnity Inflation Provision.	$276,000	$4,000	**$611,000**
3.0 Demolition.	$645,000	$8,000	**$1,426,000**

Each valuer can have quite differing opinions in determining a replacement sum insured. There are certain bodies corporate who change valuers periodically or engage the services of a quantity surveyor from time to time as a way of testing previous valuation methods applied.

16. Debt Collection (Time Allocation 2 Minutes)

Motion: That by ordinary resolution Oxygen be authorised by the body corporate to recover any unpaid levies or any other unpaid on charges owed to the body corporate, whether through court proceedings or otherwise, that may be outstanding for 30 days after the due date and to charge interest at the rate of 10% per annum as provided under the Unit Titles Act 2010 on any monies due from the due date until the payment date. Oxygen's costs and all costs and expenses involved in the issue of demands or legal proceedings on a full cost recovery basis shall be recoverable against the proprietor in full, pursuant to the Unit Titles Act 2010. Oxygen is directed to pursue any current debtors who are beyond 30 days of the due date using Oxygen's debt collection procedures and this includes the issuing of proceedings if required.

17. Election of Chairperson (Time Allocation 2 Minutes)

Oxygen's role is to provide support to the chairperson and the committee of the body corporate to help achieve the requirements under the Act.

Election of chairperson

(1)
A body corporate must elect a chairperson by ordinary resolution at every annual general meeting of the body corporate.
(2)
A candidate for election as chairperson must—
(a)
be nominated by another unit owner in the unit title development;
(ab) at the time nominations are required by regulation 5(4) (f) or 7(4) (e) to be received, have no overdue body corporate levies or other amounts payable and owing to the body corporate; and
(b)
consent to the nomination.
2A
Despite subclause (2), a candidate for election as chairperson may nominate themself—
(a)
during the control period; and
(b)
at any time that all the principal units in the unit title development are owned by the candidate.
(3)
If a candidate for election as chairperson is not a natural person, the candidate must nominate a director to act as chairperson on the candidate's behalf.
(4)
The chairperson must be—
(a)
the owner of a principal unit in the unit title development; or
(b)
a director who has been nominated under subclause (3).
(5)
As soon as practicable after the annual general meeting at which he or she is elected, the chairperson must notify every unit owner in the unit title development, by each owner's preferred method of contact, of his or her election to that office.
(6)

Unless a chairperson sooner resigns or is removed from office by ordinary resolution of the body corporate, he or she holds office from the close of the general meeting at which he or she is elected until the close of the next annual general meeting.
(7)
Subject to regulation 12(7), a chairperson is eligible for re-election.

Under section 112A the chairperson elected by the body corporate will also be the chairperson of the body corporate committee, unless by ordinary resolution the body corporate decides that the chairperson elected shall not be the chair of the committee. The committee will therefore then elect the chairperson itself.

Motion: That by ordinary resolution ______________________ be duly elected as chairperson until the next held AGM of the body corporate.

PLEASE NOTE: There were no Chairperson Nominations received prior to the issue of this AGM Agenda, therefore nominations for a Chairperson will be taken from the floor, at the AGM. If an election of the Chairperson is not resolved at the time of the AGM, a resolution without a general meeting will be issued following the AGM, in order to elect a Chairperson.

A chairperson has the specific following duties as detailed in Form 11 of the Unit Titles Regulations 2011, except to the extent that the body corporate has delegated any of these duties to the body corporate committee by special resolution under section 108(1) of the Act.
a) to maintain the register of unit owners.
b) to prepare the agenda for each general meeting.
c) to chair each general meeting (unless it is agreed at the start of a general meeting that another person will chair that meeting).
d) to prepare minutes of each general meeting.
e) to record resolutions voted on and whether they were passed.
f) to keep financial accounts and records.
g) to submit, on behalf of the body corporate, the body corporate's financial statements to an independent auditor under (s132(a)) of the Act.
h) to receive reports from the body corporate committee and distribute them to unit owners.
i) to sign documents on behalf of the body corporate.
j) to prepare and issue notices of resolutions to be passed without a general meeting.

k) to notify unit owners of the result of any vote on a resolution to be passed without a general meeting.
l) to notify the body corporate committee of any delegation of a duty or power by the body corporate to he body corporate committee under (s108).
m) any other duties relating to the administration of the body corporate that the body corporate has decided, by ordinary resolution, to confer to the chairperson.

The further duties listed below are specified elsewhere within the regulations or the Act
n) to prepare invitations and documents for each general meeting.
o) to prepare budgets.
p) to distribute minutes to body corporate members.
q) to apportion levies in proportion to ownership and utility interests.
r) to collect levies and levy arrears.
s) to arrange for the preparation of a Long-Term Maintenance Plan (L TMP) if not already established.
t) to insure the body corporate property.
u) to maintain the files of the body corporate.

Plus any other duties and obligations in the Act or its Regulations or decided upon by the body corporate.

18. Committee - Number of Committee and Quorum (Time Allocation 2 Minutes)

A Body Corporate of 9 or fewer units may appoint a Committee; where there are 10 or more units a Committee must be appointed unless the Body Corporate decides not to by Special Resolution. A Committee member must be the owner of a principal unit, or a director of a company that owns a unit, or an employee of a company that owns a unit provided they are authorised by the company directors. A Committee nominee can be nominated by an owner of a principal unit and may nominate himself or herself.

If the proposer is someone other than the nominee, the nominee must consent to the nomination.

All nominees that are appointed to the Committee are required to comply with the Committee code of conduct and Committee conflict of interest regime in the Unit Titles Act 2010.

Candidates for Committee

A candidate for election must have all overdue levies, or other amounts overdue to the Body Corporate, paid up as at the day/time this form must be returned (see day/time below). Otherwise their nomination cannot be accepted.

The Body Corporate Chairperson appointed at the meeting with automatically become a member of the Committee.

The Body Corporate Chairperson appointed at the meeting will automatically be the Committee Chairperson. The only exception to this is if the Body Corporate passes an ordinary resolution directing the Committee itself to appoint the Committee Chairperson from the rest of the appointed Committee members.

Motion: That by ordinary resolution the body corporate shall have no less than 7 committee members and that 4 are required for a quorum at meetings of the body corporate committee

19. BC - Appointment of Committee Members (Time Allocation 5 Minutes)

Motion: That by ordinary resolution the Committee be made up of the following nominees:

Joe Martin

PLEASE NOTE: There were no additional committee member nominations received prior to the issue of this AGM Agenda, therefore nominations for committee members will be taken from the floor, at the AGM. If the election of the required number of committee members is not resolved at the time of the AGM, a resolution without a general meeting will be issued following the AGM, in order to elect the required number of committee members.

20. BC - Delegation to the Committee information (Time Allocation 2 Minutes)

It is not practical to call for an ordinary resolution for every task which the Body Corporate needs to perform or decide between general meetings.

The Body Corporate's powers and duties and the Body Corporate Chairperson's duties can be delegated generally to a body corporate committee. This in turn gives the committee power to make decisions on the Body Corporate's behalf, and the committee chairperson power to enter into an obligation (that has been approved at either Body Corporate or committee level) if the document is signed by them and witnessed by a committee member. Or if there is no committee member, then by a member of the body corporate.

There are powers the Body Corporate cannot delegate to the committee and where decisions are necessary on those matters they must be made at Body Corporate level. Those matters are listed in section 108(2) of the Unit Titles Act, and are:

- the delegation of the Body Corporate's powers;
- the reassessment of ownership and utility interests;
- the duty of the body corporate to comply with the body corporate operational rules;
- the application of insurance monies in or towards the reinstatement of the development; and
- any matter that the Unit Titles Act provides that the body corporate must decide by special resolution.

21. Delegation of Body Corporate Chairperson's Duties to the Committee (Time Allocation 2 Minutes)

Motion: That by special resolution, in accordance with section 108(1) Unit Titles Act 2010 and regulation 11(2) Unit Titles Regulations 2011, the body corporate delegates the body corporate chairperson's duties in regulation 11(1) to the body corporate committee with effect until the next AGM.

22. BC - Delegation of the Body Corporate's duties and powers to the Body Corporate Committee (Time Allocation 2 Minutes)

Motion: That by special resolution, in accordance with section 108(1) Unit Titles Act 2010 (Act) the body corporate delegates its duties and powers (except those in section 108(2)) to the body corporate committee with effect until the next AGM, in order that the body corporate may fulfil its obligations under the Act and its Regulations. The body corporate committee shall report on the exercise of the delegation at each AGM of the body corporate.

23. Information to Owners - (Time Allocation 5 Minutes)

Hot water cylinders
Owners are reminded of their responsibility to maintain of their individual hot water cylinders. **The body corporate committee have requested that all owners have their valves checked and replaced, if necessary.** The body corporate committee will be appointing a plumber to inspect each unit's hot water cylinder, as these may pose a health and safety risk due to the age and condition of the cylinders. The plumbers will provide individual quotes for each unit, and report on the status of each hot water cylinder.

24. General Information - (Time Allocation 10 Minutes)

Further Notes

Proxies:

Members are reminded that it is essential that if they are unable to attend a meeting that they appoint a proxy. Members may nominate another person, the committee chairperson or the secretary to vote on their behalf.

All levies must be paid to have voting rights at the meeting. This includes all general levies and all special levies.

A proxy is appointed for a particular general meeting.

A proxy expires at the end of the general meeting for which the appointment is made or if that meeting is adjourned, at the end of the reconvened meeting.

Please find attached a proxy form.

Quorum:

A general meeting of a body corporate may proceed without a quorum if the persons who have cast postal votes together with those present are entitled to exercise the voting power in respect of not less than 25% of the principal units in the unit title development.

If a quorum is not reached at a general meeting of the body corporate, the following procedure shall apply:

the meeting will be adjourned until the same day 1 week later; and

the reconvened meeting must be held at the same time and place, unless the chairperson has notified all unit owners of a change to the time or place (or both) at least 3 days before the reconvened meeting is due to take place; and

the reconvened meeting must proceed, whether a quorum exists or not.

Mortgagee Consent:

If a voter's mortgagee requires the mortgagee's consent to vote they must have this before voting. Unless advised otherwise, the chairperson will assume that permission has been granted.

Yours sincerely

Caylie Whitfield

Body Corporate Relationship Manager

on behalf of the Chairperson of the Body Corporate

Proxy Appointment Form

s102(3), Unit Titles Act 2010 and Form 11, r14, Unit Titles Regulations 2011

To:	Oxygen (secretary to the Body Corporate) on behalf of the Chairperson of the Body Corporate Committee
Unit Plan:	86157
Body Corporate:	Metro Thorndon Apartments

Proxy Appointment:

I/we:

being the owners of: Lot

and therefore, an eligible voter within the meaning of section 96(1) of the Unit Titles Act 2010, appoint:

[full name of appointee]

as my/our proxy for the purposes of the general meeting of the body corporate to be held on **31 October 2024**.

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

Motions:

	Motion and Type of Resolution (Ordinary/ Special)	**Direction on resolution - to your proxy** Vote: For (Yes) Against (No) Abstain (not for or

		against)
1.	Ordinary Resolution **Motion: That by ordinary resolution the chairperson's report be accepted and entered into the records of the body corporate.**	
2.	Ordinary Resolution **Motion: That by ordinary resolution the building management report be accepted and entered into the records of the body corporate.**	
3.	Ordinary Resolution **Motion: That by ordinary resolution the minutes of the AGM held on 29 January 2024 be approved and adopted as a true and accurate record of the meeting.**	
4.		
5.	Ordinary Resolution **Motion: That by ordinary resolution the decisions register dated 29 January 2024 is approved and that those decisions shall continue in force until revoked or amended at a future general meeting.**	
6.	In accordance with regulation 6(5)ca the body corporate committee conflict of interest register has to be provided with the AGM agenda, and is herewith attached.	
7.	Ordinary Resolution **Motion: That by ordinary resolution the financial statements for the year ending 31st of August 2024 with net accumulated funds of $218,007.52 be accepted as a true and accurate record of the financial performance and position of the body corporate.**	
8.	Ordinary Resolution **Motion: That by special resolution and in accordance with section 132(8), section 132(2) not apply to the financial statements of the Body Corporate**	

	for the year 01 September 2024 - 31 August 2025 and that the accounts not be audited, reviewed or verified. Should this motion not be passed then the audit is to be done under Special Purpose Financial Reports (SPFR) only.	
9.	Ordinary Resolution **Motion: That by ordinary resolution the operating budget for the financial year 1st of September 2024 is approved at a levy income of $276,000.00 and expenditure of $259,869.83. That in accordance with section 121 of the Unit Titles Act 2010 the budget shall be raised by utility interest due for payment by instalments by the due date being 1 Aug 2024, 1 Sep 2024, 1 Oct 2024, 1 Nov 2024, 1 Dec 2024, 1 Jan 2025, 1 Feb 2025, 1 Mar 2025, 1 Apr 2025, 1 May 2025, 1 Jun 2025, 1 Jul 2025.**	
10.	Ordinary Resolution **Motion: That by ordinary resolution the long term maintenance fund budget for the financial year 1st of September 2024 is approved at a levy income of $28,750.00 and expenditure of $00.00. That in accordance with section 121 of the Unit Titles Act 2010 the budget shall be raised by utility interest due for payment by instalments by the due date being 1 Aug 2024, 1 Sep 2024, 1 Oct 2024, 1 Nov 2024, 1 Dec 2024, 1 Jan 2025, 1 Feb 2025, 1 Mar 2025, 1 Apr 2025, 1 May 2025, 1 Jun 2025, 1 Jul 2025.**	
11.	Ordinary Resolution **Motion: That by ordinary resolution the contingency fund for the financial year 01 September 2024 - 31 August 2025 is approved at a levy income of $5,000.00 (by way of transfer from the Operating Account) and expenditure of $00.00.**	
12.	Ordinary Resolution The body corporate committee has approved the quote provided by Plan Heaven, in order that the body corporate may fulfil its obligation under the Unit Titles Act 2010, to establish a valid 30 Year Long Term Maintenance Plan. Plan Heaven have been given the instruction to proceed and will provide the plan in due course. **Motion: That by ordinary resolution the body corporate delegates approval of the drafted Long Term Maintenance Plan by Plan Heaven, to the committee.**	
13		

.	**Health and Safety Hazard Register and notification of any safety incidents / issues or near misses during the last year.**	
14.	Ordinary Resolution **Motion: That by ordinary resolution the body corporate appoint ________________________________as the Building Managers of Metro Thorndon Apartments, with effect ______________________.**	
15.	The Unit Titles Act (UTA) stipulates that a Body Corporate shall keep all buildings and other improvements insured to full replacement value. Where this is not available, Indemnity cover is permitted. Not all of Oxygen Strata Limited's clients are governed by the UTA. However, Oxygen Strata Limited recommends that, whether our client is a Body Corporate or not, this standard is right for all ownership types. Oxygen Strata Limited further recommends that an Insurance Valuation be undertaken yearly; ultimately, this is a decision for the chairperson and members. **Insurance Brokers** Insurance brokers understand insurance contracts and try to match your Body Corporate with an appropriate wording; additionally, they use their capabilities for driving competition amongst insurance companies and usually have some sway with the Insurer's towards claims due to significant tracts of premium over many customers. Because of their experience in their field of expertise, they can give sound advice around all sorts of issues involved in insuring properly and to the requirements of the Unit Titles Act. **Valuation** The amount of insurance cover taken by the body corporate is of significant importance to all members. Collectively the members should agree whether or not to incur the cost of a valuation for insurance purposes. The last valuation was completed on 16 July 2024 The body corporate buildings were valued at:	

1.0 Reinstatement	Retail/Office/Carparking	F
1.1 Reinstatement Value	$9,620,000	
1.2 Inflationary Provision.	$1,092,000	
2.0 Indemnity Value		
2.1 Depreciated Reinstatement Cost.	$6,011,100	
2.2 Market Value		
2.3 Indemnity Inflation Provision.	$276,000	
3.0 Demolition.	$645,000	

Each valuer can have quite differing opinions in determining a replacement sum insured. There are certain bodies corporate who change valuers periodically or engage the services of a quantity surveyor from time to time as a way of testing previous valuation methods applied.

16.

Ordinary Resolution

Motion: That by ordinary resolution Oxygen be authorised by the body corporate to recover any unpaid levies or any other unpaid on charges owed to the body corporate, whether through court proceedings or otherwise, that may be outstanding for 30 days after the due date and to charge interest at the rate of 10% per annum as provided under the Unit Titles Act 2010 on any monies due from the due date until the payment date. Oxygen's costs and all costs and expenses involved in the issue of demands or legal proceedings on a full cost recovery basis shall be recoverable against the proprietor in full, pursuant to the Unit Titles Act 2010. Oxygen is directed to pursue any current debtors who are beyond 30 days of the due date using Oxygen's debt collection procedures and this includes the issuing of proceedings if required.

17.

Ordinary Resolution

Oxygen's role is to provide support to the chairperson and the committee of the body corporate to help achieve the requirements under the Act.

Election of chairperson

(1)

A body corporate must elect a chairperson by ordinary resolution at every annual general meeting of the body corporate.

(2)

A candidate for election as chairperson must—

(a)

be nominated by another unit owner in the unit title development;

(ab) at the time nominations are required by regulation 5(4) (f) or 7(4) (e) to be received, have no overdue body corporate levies or other amounts payable and owing to the body corporate; and

(b)

consent to the nomination.

2A

Despite subclause (2), a candidate for election as chairperson may nominate themself—

(a)

during the control period; and

(b)

at any time that all the principal units in the unit title development are owned by the candidate.

(3)

If a candidate for election as chairperson is not a natural person, the candidate must nominate a director to act as chairperson on the candidate's behalf.

(4)

The chairperson must be—

(a)

the owner of a principal unit in the unit title development; or

(b)

a director who has been nominated under subclause (3).

(5)

As soon as practicable after the annual general meeting at which he or she is elected, the chairperson must notify every unit owner in the unit title development, by each owner's preferred method of contact, of his or her election to that office.

(6)

	Unless a chairperson sooner resigns or is removed from office by ordinary resolution of the body corporate, he or she holds office from the close of the general meeting at which he or she is elected until the close of the next annual general meeting. (7) Subject to regulation 12(7), a chairperson is eligible for re-election. Under section 112A the chairperson elected by the body corporate will also be the chairperson of the body corporate committee, unless by ordinary resolution the body corporate decides that the chairperson elected shall not be the chair of the committee. The committee will therefore then elect the chairperson itself. **Motion: That by ordinary resolution ______________________ be duly elected as chairperson until the next held AGM of the body corporate.** **PLEASE NOTE: There were no Chairperson Nominations received prior to the issue of this AGM Agenda, therefore nominations for a Chairperson will be taken from the floor, at the AGM. If an election of the Chairperson is not resolved at the time of the AGM, a resolution without a general meeting will be issued following the AGM, in order to elect a Chairperson.**	
18.	Ordinary Resolution A Body Corporate of 9 or fewer units may appoint a Committee; where there are 10 or more units a Committee must be appointed unless the Body Corporate decides not to by Special Resolution. A Committee member must be the owner of a principal unit, or a director of a company that owns a unit, or an employee of a company that owns a unit provided they are authorised by the company directors. A Committee nominee can be nominated by an owner of a principal unit and may nominate himself or herself. If the proposer is someone other than the nominee, the nominee must consent to the nomination. All nominees that are appointed to the Committee are required to comply with the Committee code of conduct and Committee conflict of interest regime in the Unit Titles Act 2010.	

	Candidates for Committee A candidate for election must have all overdue levies, or other amounts overdue to the Body Corporate, paid up as at the day/time this form must be returned (see day/time below). Otherwise their nomination cannot be accepted. The Body Corporate Chairperson appointed at the meeting with automatically become a member of the Committee. The Body Corporate Chairperson appointed at the meeting will automatically be the Committee Chairperson. The only exception to this is if the Body Corporate passes an ordinary resolution directing the Committee itself to appoint the Committee Chairperson from the rest of the appointed Committee members. **Motion: That by ordinary resolution the body corporate shall have no less than 7 committee members and that 4 are required for a quorum at meetings of the body corporate committee**	
19.	Ordinary Resolution **Motion: That by ordinary resolution the Committee be made up of the following nominees:** **Joe Martin** **PLEASE NOTE: There were no additional committee member nominations received prior to the issue of this AGM Agenda, therefore nominations for committee members will be taken from the floor, at the AGM. If the election of the required number of committee members is not resolved at the time of the AGM, a resolution without a general meeting will be issued following the AGM, in order to elect the required number of committee members.**	
20.	It is not practical to call for an ordinary resolution for every task which the Body Corporate needs to perform or decide between general meetings. The Body Corporate's powers and duties and the Body Corporate Chairperson's duties can be delegated generally to a body corporate	

	committee. This in turn gives the committee power to make decisions on the Body Corporate's behalf, and the committee chairperson power to enter into an obligation (that has been approved at either Body Corporate or committee level) if the document is signed by them and witnessed by a committee member. Or if there is no committee member, then by a member of the body corporate. There are powers the Body Corporate cannot delegate to the committee and where decisions are necessary on those matters they must be made at Body Corporate level. Those matters are listed in section 108(2) of the Unit Titles Act, and are: • the delegation of the Body Corporate's powers; • the reassessment of ownership and utility interests; • the duty of the body corporate to comply with the body corporate operational rules; • the application of insurance monies in or towards the reinstatement of the development; and • any matter that the Unit Titles Act provides that the body corporate must decide by special resolution.	
21.	Special Resolution **Motion: That by special resolution, in accordance with section 108(1) Unit Titles Act 2010 and regulation 11(2) Unit Titles Regulations 2011, the body corporate delegates the body corporate chairperson's duties in regulation 11(1) to the body corporate committee with effect until the next AGM.**	
22.	Special Resolution **Motion: That by special resolution, in accordance with section 108(1) Unit Titles Act 2010 (Act) the body corporate delegates its duties and powers (except those in section 108(2)) to the body corporate committee with effect until the next AGM, in order that the body corporate may fulfil its obligations under the Act and its Regulations. The body corporate committee shall report on the exercise of the delegation at each AGM of the body corporate.**	
23.	Ordinary Resolution **Hot water cylinders** Owners are reminded of their responsibility to maintain of their individual hot	

	water cylinders. **The body corporate committee have requested that all owners have their valves checked and replaced, if necessary.** The body corporate committee will be appointing a plumber to inspect each unit's hot water cylinder, as these may pose a health and safety risk due to the age and condition of the cylinders. The plumbers will provide individual quotes for each unit, and report on the status of each hot water cylinder.	
24.		

If you do not wish to vote by postal vote but do wish to give clear instructions to your proxy as to how you would like them to vote on your behalf, we suggest you complete your instructions on the Postal Voting Form and provide this to your proxy to use as your guide for them at the meeting.

Signature of eligible voter: ___________________________

Date: _______________

[day, month, year]

Notes:

1. This proxy appointment expires at the end of the general meeting referred to in the notice of meeting or, if that meeting is adjourned, at the end of the reconvened meeting.
2. The full text of the 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 the 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 by proxy.

Proxy Forms must be received by Oxygen by email no later than 24 hours prior to the AGM, or your Proxy can bring your completed Proxy Form to the AGM.

Account Manager: Caylie Whitfield

Email: caylie@oxygen.co.nz

OXYGEN
Life just got better.

Postal Voting Form

s103, Unit Titles Act 2010 and Form 12, r15, Unit Titles Regulations 2011

To:

Unit Plan: 86157

Body Corporate: Metro Thorndon Apartments

You are entitled to vote at the body corporate meeting to be held on the 31 October 2024 at 27 Buller Street, Wellington, Te Aro, 6011 https://us02web.zoom.us/j/85257799803?from=addon at 05:30 PM by casting a postal vote.

The motions to be decided at the meeting are summarised in the table below and more particularly set out in the notice of the meeting. If you intend to cast a postal vote, you must indicate your vote in the final column of the table and return the form to Oxygen so that it is received by no later 24 hours prior to the meeting.

Account Manager: Caylie Whitfield

Email: caylie@oxygen.co.nz

Postal Vote:

I/we:

being the owners of: Lot

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 as detailed above.

Motions:

Ordinary Resolution: For an ordinary resolution to pass, a majority of eligible voters who vote on the resolution must vote in favour of the resolution.

Special Resolution: For a special resolution to pass, 75% or more of eligible voters who vote on the resolution must vote in favour of the resolution.

Amendments to a Motion: If the wording of a motion is materially amended during a meeting, a postal vote must not be counted for that motion. A proxy can vote if you appoint one.

If the general meeting is adjourned and reconvened, this postal vote is valid for the purposes of the reconvened meeting.

Signature of eligible voter: ____________________

Date: ____________________

[day, month, year]

Notes:

The body corporate completes the instructions section and the text of the motions. You should complete the postal vote section and the vote section.

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.

If a poll is requested, one vote only may be exercised for each principal unit. If no poll is requested, your postal vote will be counted as 1 vote. You cannot request a poll.

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.

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.

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.

If the unit is owned by more than 1 person, every owner or his or her authorised representative must sign the form.

OXYGEN
Life just got better.

Motion		Type of Resolution	Vote
Only those that need voting on will show the resolution type and Yes/No/Abstain options			

1.	**Report from the Chairperson (Time Allocation - 10 minutes)** **Motion: That by ordinary resolution the chairperson's report be accepted and entered into the records of the body corporate.**	**Ordinary Resolution**	☐ **YES** ☐ **NO** ☐ **Abstain**

2.	**Building Management Report (Time Allocation 10 minutes)** **Motion: That by ordinary resolution the building management report be accepted and entered into the records of the body corporate.**	**Ordinary Resolution**	☐ **YES** ☐ **NO** ☐ **Abstain**

3.	**Confirmation of Minutes of Previous Annual General Meeting (AGM) (attached) (Time Allocation 2 minutes)** **Motion: That by ordinary resolution the minutes of the AGM held on 29 January 2024 be approved and adopted as a true and accurate record of the meeting.**	**Ordinary Resolution**	☐ **YES** ☐ **NO** ☐ **Abstain**

4.	**Matters Arising from Previous Meeting (Time Allocation 5 Minutes)**		

	Action Items Long Term Maintenance Plan – Quote to have an updated LTMP provided | Oxygen - *Dor* Health & Safety Plan – Templet to be provided to the Committee | Oxygen – *Do* Owners that have Property Managers, to advise them to contact Oxygen directly for any queries or concerns. Oxygen will then liaise with the Building Manager on the reported matter. | Owners / Pro Unit Entitlement Review – Engage with Morrison Kent to undertake the Unit Entitlement Review. | Committee - Amendment to the Body Corporate Rules – Engage Morrison Kent to quote on what it would cost for them to review and update the Body Corporate Rules | Committee External Painting – Painting to be actioned as soon as the Unit Entitlement has been reviewed | Committee Extraordinary General Meeting in May 2024 | Committee /		

5.	**BC - Decisions Register (Time Allocation 2 Minutes)** **Motion: That by ordinary resolution the decisions register dated 29 January 2024 is approved and that those decisions shall continue in force until revoked or amended at a future general meeting.**	**Ordinary Resolution**	☐ **YES** ☐ **NO** ☐ **Abstain**

6.	**BC - Body Corporate Committee Conflict of Interest Register (Time Allocation 2 Minutes)** In accordance with regulation 6(5)ca the body corporate committee conflict of interest register has to be provided with the AGM agenda, and is herewith attached.		

7.	**Financial Statements for the year ending 31 August 2025 (Time Allocation 10 Minutes)** **Motion: That by ordinary resolution the financial statements for the year ending 31st of August 2024 with net accumulated funds of $218,007.52 be accepted as a true and accurate record of the financial performance and position of the body corporate.**	**Ordinary Resolution**	☐ **YES** ☐ **NO** ☐ **Abstain**

8.	**BC - Audit of Financial Statements (Time Allocation 5 Minutes)** **Motion: That by special resolution and in accordance with section 132(8), section 132(2) not apply to the financial statements of the Body Corporate for the year 01 September 2024 - 31 August 2025 and that the accounts not be audited, reviewed or verified. Should this motion not be passed then the audit is to be done under Special Purpose Financial Reports (SPFR) only.**	**Ordinary Resolution**	☐ **YES** ☐ **NO** ☐ **Abstain**

9.	**Body Corporate Levies - Operating Budget (Time Allocation 7 Minutes)** **Motion: That by ordinary resolution the operating budget for the financial year 1st of September 2024 is approved at a levy income of $276,000.00 and expenditure of $259,869.83. That in accordance with section 121 of the Unit Titles Act 2010 the budget shall be raised by utility interest due for payment by instalments by the due date being 1 Aug 2024, 1 Sep 2024, 1 Oct 2024, 1 Nov 2024, 1 Dec 2024, 1 Jan 2025, 1 Feb 2025, 1 Mar 2025, 1 Apr 2025, 1 May 2025, 1 Jun 2025, 1 Jul 2025.**	**Ordinary Resolution**	☐ **YES** ☐ **NO** ☐ **Abstain**

10.	**Body Corporate Levies - Long Term Maintenance Budget (Time Allocation 7 Minutes)** **Motion: That by ordinary resolution the long term maintenance fund budget for the financial year 1st of September 2024 is approved at a levy**	**Ordinary Resolution**	☐ **YES** ☐ **NO** ☐ **Abstain**

	income of $28,750.00 and expenditure of $00.00. That in accordance with section 121 of the Unit Titles Act 2010 the budget shall be raised by utility interest due for payment by instalments by the due date being 1 Aug 2024, 1 Sep 2024, 1 Oct 2024, 1 Nov 2024, 1 Dec 2024, 1 Jan 2025, 1 Feb 2025, 1 Mar 2025, 1 Apr 2025, 1 May 2025, 1 Jun 2025, 1 Jul 2025.		

11.	**Body Corporate Levies - Contingency Fund Budget (Time Allocation 2 Minutes)** **Motion: That by ordinary resolution the contingency fund for the financial year 01 September 2024 - 31 August 2025 is approved at a levy income of $5,000.00 (by way of transfer from the Operating Account) and expenditure of $00.00.**	**Ordinary Resolution**	☐ **YES** ☐ **NO** ☐ **Abstain**

12.	**Long Term Maintenance Plan (Time Allocation 2 Minutes)** The body corporate committee has approved the quote provided by Plan Heaven, in order that the body corporate may fulfil its obligation under the Unit Titles Act 2010, to establish a valid 30 Year Long Term Maintenance Plan. Plan Heaven have been given the instruction to proceed and will provide the plan in due course. **Motion: That by ordinary resolution the body corporate delegates approval of the drafted Long Term Maintenance Plan by Plan Heaven, to the committee.**	**Ordinary Resolution**	☐ **YES** ☐ **NO** ☐ **Abstain**

13.	**BC - Health and Safety - Annual Update of Hazard Register and notification of notifiable events (Time Allocation 10 minutes)** **Health and Safety Hazard Register and notification of any safety incidents / issues or near misses during the last year.**		

14.	**Appointment of Building Manager (Time Allocation 10 Minutes)** **Motion: That by ordinary resolution the body corporate appoint ______________________________ as the Building Managers of Metro Thorndon Apartments, with effect _____________________.**	**Ordinary Resolution**	☐ **YES** ☐ **NO** ☐ **Abstain**

15.	**Latest Insurance Valuation Information (Time Allocation 5 Minutes)** The Unit Titles Act (UTA) stipulates that a Body Corporate shall keep all buildings and other improvements insured to full replacement value. Where this is not available, Indemnity cover is permitted. Not all of Oxygen Strata Limited's clients are governed by the UTA. However, Oxygen Strata Limited recommends that, whether our client is a Body Corporate or not, this standard is right for all ownership types. Oxygen Strata Limited further recommends that an Insurance Valuation be undertaken yearly; ultimately, this is a decision for the chairperson and members. **Insurance Brokers** Insurance brokers understand insurance contracts and try to match your Body Corporate with an appropriate wording; additionally, they use their capabilities for driving competition amongst insurance companies and usually have some sway with the Insurer's towards claims due to significant tracts of premium over many customers. Because of their experience in their field of expertise, they can give sound advice around all sorts of issues		

involved in insuring properly and to the requirements of the Unit Titles Act.

Valuation

The amount of insurance cover taken by the body corporate is of significant importance to all members. Collectively the members should agree whether or not to incur the cost of a valuation for insurance purposes. The last valuation was completed on 16 July 2024 The body corporate buildings were valued at:

1.0 Reinstatement	**Retail/Office/Carparking**	**Residential**	**Totals**
1.1 Reinstatement Value	$9,620,000	$11,546,000	**$21,282,000**
1.2 Inflationary Provision.	$1,092,000	$1,311,000	**$2,416,000**
2.0 Indemnity Value			
2.1 Depreciated Reinstatement Cost.	$6,011,100	$81,000	**$13,308,100**
2.2 Market Value			
2.3 Indemnity Inflation Provision.	$276,000	$4,000	**$611,000**
3.0 Demolition.	$645,000	$8,000	**$1,426,000**

Each valuer can have quite differing opinions in determining a replacement sum insured. There are certain bodies corporate who change valuers periodically or engage the services of a quantity surveyor from time to time as a way of testing previous valuation methods applied.

16.	**Debt Collection (Time Allocation 2 Minutes)** **Motion: That by ordinary resolution Oxygen be authorised by the body corporate to recover any unpaid levies or any other unpaid on charges owed to the body corporate, whether through court proceedings or otherwise, that may be outstanding for 30 days after the due date and to charge interest at the rate of 10% per annum as provided under the Unit Titles Act 2010 on any**	**Ordinary Resolution**	☐ **YES** ☐ **NO** ☐ **Abstain**

	monies due from the due date until the payment date. Oxygen's costs and all costs and expenses involved in the issue of demands or legal proceedings on a full cost recovery basis shall be recoverable against the proprietor in full, pursuant to the Unit Titles Act 2010. Oxygen is directed to pursue any current debtors who are beyond 30 days of the due date using Oxygen's debt collection procedures and this includes the issuing of proceedings if required.		

17.	**Election of Chairperson (Time Allocation 2 Minutes)** Oxygen's role is to provide support to the chairperson and the committee of the body corporate to help achieve the requirements under the Act. Election of chairperson (1) A body corporate must elect a chairperson by ordinary resolution at every annual general meeting of the body corporate. (2) A candidate for election as chairperson must— (a) be nominated by another unit owner in the unit title development; (ab) at the time nominations are required by regulation 5(4) (f) or 7(4) (e) to be received, have no overdue body corporate levies or other amounts payable and owing to the body corporate; and (b) consent to the nomination. **2A** Despite subclause (2), a candidate for election as chairperson may nominate themself— (a)	**Ordinary Resolution**	☐ **YES** ☐ **NO** ☐ **Abstain**

	during the control period; and (b) at any time that all the principal units in the unit title development are owned by the candidate. **(3)** If a candidate for election as chairperson is not a natural person, the candidate must nominate a director to act as chairperson on the candidate's behalf. (4) The chairperson must be— (a) the owner of a principal unit in the unit title development; or (b) a director who has been nominated under subclause (3). (5) As soon as practicable after the annual general meeting at which he or she is elected, the chairperson must notify every unit owner in the unit title development, by each owner's preferred method of contact, of his or her election to that office. (6) Unless a chairperson sooner resigns or is removed from office by ordinary resolution of the body corporate, he or she holds office from the close of the general meeting at which he or she is elected until the close of the next annual general meeting. (7) Subject to regulation 12(7), a chairperson is eligible for re-election. Under section 112A the chairperson elected by the body corporate will also be the chairperson of the body corporate committee, unless by ordinary resolution the body corporate decides that the chairperson elected shall not be the chair of the		

OXYGEN
Life just got better.

	committee. The committee will therefore then elect the chairperson itself. **Motion: That by ordinary resolution ______________________ be duly elected as chairperson until the next held AGM of the body corporate.** **PLEASE NOTE:** **There were no Chairperson Nominations received prior to the issue of this AGM Agenda, therefore nominations for a Chairperson will be taken from the floor, at the AGM. If an election of the Chairperson is not resolved at the time of the AGM, a resolution without a general meeting will be issued following the AGM, in order to elect a Chairperson.** A chairperson has the specific following duties as detailed in Form 11 of the Unit Titles Regulations 2011, except to the extent that the body corporate has delegated any of these duties to the body corporate committee by special resolution under section 108(1) of the Act. a) to maintain the register of unit owners. b) to prepare the agenda for each general meeting. c) to chair each general meeting (unless it is agreed at the start of a general meeting that another person will chair that meeting). d) to prepare minutes of each general meeting. e) to record resolutions voted on and whether they were passed. f) to keep financial accounts and records. g) to submit, on behalf of the body corporate, the body corporate's financial statements to an independent auditor under (s132(a)) of the Act. h) to receive reports from the body corporate committee and distribute them to unit owners. i) to sign documents on behalf of the body corporate.		

	j) to prepare and issue notices of resolutions to be passed without a general meeting. k) to notify unit owners of the result of any vote on a resolution to be passed without a general meeting. l) to notify the body corporate committee of any delegation of a duty or power by the body corporate to he body corporate committee under (s108). m) any other duties relating to the administration of the body corporate that the body corporate has decided, by ordinary resolution, to confer to the chairperson. The further duties listed below are specified elsewhere within the regulations or the Act n) to prepare invitations and documents for each general meeting. o) to prepare budgets. p) to distribute minutes to body corporate members. q) to apportion levies in proportion to ownership and utility interests. r) to collect levies and levy arrears. s) to arrange for the preparation of a Long-Term Maintenance Plan (L TMP) if not already established. t) to insure the body corporate property. u) to maintain the files of the body corporate. Plus any other duties and obligations in the Act or its Regulations or decided upon by the body corporate.		

18.	**Committee - Number of Committee and Quorum (Time Allocation 2 Minutes)** A Body Corporate of 9 or fewer units may appoint a Committee; where there are 10 or more units a Committee must be appointed unless the Body	**Ordinary Resolution**	☐ **YES** ☐ **NO** ☐ **Abstain**

	Corporate decides not to by Special Resolution. A Committee member must be the owner of a principal unit, or a director of a company that owns a unit, or an employee of a company that owns a unit provided they are authorised by the company directors. A Committee nominee can be nominated by an owner of a principal unit and may nominate himself or herself. If the proposer is someone other than the nominee, the nominee must consent to the nomination. All nominees that are appointed to the Committee are required to comply with the Committee code of conduct and Committee conflict of interest regime in the Unit Titles Act 2010. ***Candidates for Committee*** A candidate for election must have all overdue levies, or other amounts overdue to the Body Corporate, paid up as at the day/time this form must be returned (see day/time below). Otherwise their nomination cannot be accepted. The Body Corporate Chairperson appointed at the meeting with automatically become a member of the Committee. The Body Corporate Chairperson appointed at the meeting will automatically be the Committee Chairperson. The only exception to this is if the Body Corporate passes an ordinary resolution directing the Committee itself to appoint the Committee Chairperson from the rest of the appointed Committee members. **Motion: That by ordinary resolution the body corporate shall have no less than 7 committee**		

	members and that 4 are required for a quorum at meetings of the body corporate committee		

19.	**BC - Appointment of Committee Members (Time Allocation 5 Minutes)** **Motion: That by ordinary resolution the Committee be made up of the following nominees:** **Joe Martin** **PLEASE NOTE: There were no additional committee member nominations received prior to the issue of this AGM Agenda, therefore nominations for committee members will be taken from the floor, at the AGM. If the election of the required number of committee members is not resolved at the time of the AGM, a resolution without a general meeting will be issued following the AGM, in order to elect the required number of committee members.**	**Ordinary Resolution**	☐ **YES** ☐ **NO** ☐ **Abstain**

20.	**BC - Delegation to the Committee information (Time Allocation 2 Minutes)** It is not practical to call for an ordinary resolution for every task which the Body Corporate needs to perform or decide between general meetings. The Body Corporate's powers and duties and the Body Corporate Chairperson's duties can be delegated generally to a body corporate committee. This in turn gives the committee power to make decisions on the Body Corporate's behalf, and the committee chairperson power to enter into an obligation (that has been approved at either Body Corporate or committee level) if the document is signed by them and witnessed by a committee member. Or if there is no committee member, then by a member of the body corporate.		

	There are powers the Body Corporate cannot delegate to the committee and where decisions are necessary on those matters they must be made at Body Corporate level. Those matters are listed in section 108(2) of the Unit Titles Act, and are: • the delegation of the Body Corporate's powers; • the reassessment of ownership and utility interests; • the duty of the body corporate to comply with the body corporate operational rules; • the application of insurance monies in or towards the reinstatement of the development; and • any matter that the Unit Titles Act provides that the body corporate must decide by special resolution.		

21.	**Delegation of Body Corporate Chairperson's Duties to the Committee (Time Allocation 2 Minutes)** **Motion: That by special resolution, in accordance with section 108(1) Unit Titles Act 2010 and regulation 11(2) Unit Titles Regulations 2011, the body corporate delegates the body corporate chairperson's duties in regulation 11(1) to the body corporate committee with effect until the next AGM.**	**Special Resolution**	☐ **YES** ☐ **NO** ☐ **Abstain**

22.	**BC - Delegation of the Body Corporate's duties and powers to the Body Corporate Committee (Time Allocation 2 Minutes)** **Motion: That by special resolution, in accordance with section 108(1) Unit Titles Act 2010 (Act) the body corporate delegates its duties and powers (except those in section 108(2)) to the body corporate committee with effect until the next**	**Special Resolution**	☐ **YES** ☐ **NO** ☐ **Abstain**

	AGM, in order that the body corporate may fulfil its obligations under the Act and its Regulations. The body corporate committee shall report on the exercise of the delegation at each AGM of the body corporate.		

23.	**Information to Owners - (Time Allocation 5 Minutes)** **Hot water cylinders** Owners are reminded of their responsibility to maintain of their individual hot water cylinders. **The body corporate committee have requested that all owners have their valves checked and replaced, if necessary.** The body corporate committee will be appointing a plumber to inspect each unit's hot water cylinder, as these may pose a health and safety risk due to the age and condition of the cylinders. The plumbers will provide individual quotes for each unit, and report on the status of each hot water cylinder.	**Ordinary Resolution**	☐ **YES** ☐ **NO** ☐ **Abstain**

24.	**General Information - (Time Allocation 10 Minutes)**		

OXYGEN
Life just got better.

Meeting Date	29 January 2024
Meeting Location	Bordeaux Bakery, 220 Thorndon Quay, Pipitea WELLINGTON, 6011 https://us02web.zoom.us/j/83525808990
Lots Represented	Lot 1 Lisa Taylor — Owner present (pre-voted) Lot 2 Jonathan Bayot — Electronic vote Lot 3 Heather Woods — Owner present Lot 4 Pradeep Kumar Vadivel — Owner present Lot 5 Diane Kay Limbrey — Owner present Lot 7 Varvara Sidorenko — Owner present Lot 8 Springett Tolley limited — Owner present Lot 10 Josephine Martin — Owner present Lot 11 Graeme Douglas Hearfield — Owner present Lot 14 Jack Morris — Owner present Lot 15 Simon Holdgate — Owner present Lot 16 Dayandra Hettige — Owner present Lot 17 David Christopher Biggs — Owner present Lot 18 John Dance — Owner present Lot 20 Mark Christopher Painter — Owner present Lot 21 Vitaus Pecekajus — Owner present Lot 24 Gail Donaldson & Jean-Louis Marcdre — Owner present
Chairperson	Anzelle Cloete
Additional Attendees	Anzelle Cloete - Oxygen Body Corporate Relationship Manager Caylie Whitfield - Body Corporate Relationship Manager / Oxygen Strata Ltd
Apologies	Lot 13 & 19 Mr LR & Mrs SL Scott
Quorum	There being a quorum represented, the meeting opened at 05:38 PM.

Motion 1	
Report from the Chairperson	**Ordinary Resolution**

OXYGEN
Life just got better.

Motion: That by ordinary resolution the chairperson's report be accepted and entered into the records of the body corporate.	
Mover: David Christopher Biggs **Seconder:** Gail Donaldson	
Motion CARRIED.	
VOTES	Yes: 11 No: 0 Abs: 0 Inv: 0

Motion 2	
Building Management Report	**Ordinary Resolution**
Motion: That by ordinary resolution the building management report be accepted and entered into the records of the body corporate.	
Mover: Jack Morris **Seconder:** Pradeep Kumar Vadivel	
Motion CARRIED.	
VOTES	Yes: 13 No: 0 Abs: 0 Inv: 1
Notes	
Dave Biggs read through his Building Managers Report in detail. Dave Biggs was thanked for his role in assistance with running the body corporate.	
Invalid Vote Reasons	
1 invalid vote(s) - Non-financial	

Motion 3	
Confirmation of Minutes of Previous Annual General Meeting (AGM)	**Ordinary Resolution**
Motion: That by ordinary resolution the minutes of the AGM held on 15th of December 2022 be approved and adopted as a true and accurate record of the meeting.	
Mover: Graeme Douglas Hearfield **Seconder:** Pradeep Kumar Vadivel	
Motion CARRIED.	
VOTES	Yes: 13 No: 0 Abs: 0 Inv: 1
Invalid Vote Reasons	
1 invalid vote(s) - Non-financial	

OXYGEN
Life just got better.

Item 4
BC - Body Corporate Committee Conflict of Interest Register
In accordance with regulation 6(5)ca the body corporate committee conflict of interest register has to be provided with the AGM agenda, and is herewith attached.

Item 5
Decision Register - Tabled

Item 6
Matters Arising from Previous Meeting

Metro Thorndon - AGM Action Items	
- Confirm the lifespan of office bearers' liability	Oxygen
- Investigate whether asbestos testing has been carried out and if not, arrange the same for the balconies/decks	Oxygen / Committee
- Obtain an alternative painting quote	Oxygen / Committee

Motion 7	
Financial Statements for the year ending	**Ordinary Resolution**
Motion: That by ordinary resolution the financial statements for the year ending 31st of August 2023 with net accumulated funds of $160,477.57 be accepted as a true and accurate record of the financial performance and position of the body corporate.	

OXYGEN
Life just got better.

Mover: David Christopher Biggs **Seconder:** Lisa Taylor				
Motion CARRIED.				
VOTES	Yes: 13	No: 0	Abs: 0	Inv: 1
Invalid Vote Reasons				
1 invalid vote(s) - Non-financial				

Motion 8	
Audit of Financial Statements (Option A)	**Ordinary Resolution**
Motion: That by ordinary resolution the body corporate submit their financial statements to an independent auditor for auditing at the end of the financial year being 31/08/2024.	
Motion DEFEATED.	

VOTES	Yes: 1	No: 12	Abs: 0	Inv: 1
Invalid Vote Reasons				
1 invalid vote(s) - Non-financial				

Motion 9	
Audit of financial statements (Option B)	**Ordinary Resolution**
Motion: That by ordinary resolution the body corporate submit their financial statements to an accountant for review at the end of the current financial year being 31/08/2024.	
Motion DEFEATED.	

VOTES	Yes: 0	No: 13	Abs: 0	Inv: 1
Invalid Vote Reasons				
1 invalid vote(s) - Non-financial				

Motion 10

OXYGEN
Life just got better.

Audit of Financial Statements (Option C)	**Ordinary Resolution**
Motion: That by special resolution the body corporate engages an accountant to undertake specific verification procedures as determined by the committee for the year ending 31/08/2024.	
Motion DEFEATED.	
VOTES	Yes: 0 No: 13 Abs: 0 Inv: 1
Invalid Vote Reasons	
1 invalid vote(s) - Non-financial	

Motion 11	
Audit of Financial Statements (Option D)	**Ordinary Resolution**
Motion: That by special resolution the body corporate agrees that no independent review of the financial statements ending 31/08/2024 is required.	
Mover: Simon Holdgate **Seconder:** Graeme Douglas Hearfield	
Motion CARRIED.	
VOTES	Yes: 12 No: 1 Abs: 0 Inv: 1
Invalid Vote Reasons	
1 invalid vote(s) - Non-financial	

Motion 12	
Body Corporate Levies - Operating Budget	**Ordinary Resolution**
Motion: That by ordinary resolution the operating budget for the financial year 1st of September 2023 is approved at a levy income of $267,247.80 and expenditure of $215,703.63. That in accordance with section 121 of the Unit Titles Act 2010 the budget shall be raised by utility interest due for payment by instalments by the due date being 1 Sep 2023, 1 Oct 2023, 1 Nov 2023, 1 Dec 2023, 1 Jan 2024, 1 Feb 2024, 1 Mar 2024, 1 April 2024, 1 May 2024, 1 July 2024, 1 Aug 2024. That the levy increase take effect on 1 Feb 2024 and be apportioned over the remaining months of the financial year.	
Mover: Jack Morris **Seconder:** Simon Holdgate	
Motion CARRIED.	

OXYGEN
Life just got better.

VOTES	Yes: 13	No: 0	Abs: 0	Inv: 1

Notes

It was noted by the owners in attendance; That they would prefer a monthly special levy, rather than a lumpsum - should the special levy/ further increase in levies arise.

Areas of concerns regarding maintenance funded from the Operating Account were; Roof repairs, atrium leaks, building repainting & seismic strengthening.

The Extra-ordinary General Meeting would review the levies.

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

Post AGM Note

The levy income of $267,247.80 includes GST.
The expenditure excludes GST. The full amount for the expenditure with GST included is in the amount of $248,059.17

Motion 13

Body Corporate Levies - Long Term Maintenance Budget	**Ordinary Resolution**

Motion: That by ordinary resolution the long-term maintenance fund budget for the financial year 1st of September 2023 is approved at a levy income of $25,000.00 and expenditure of $00.00. That in accordance with section 121 of the Unit Titles Act 2010 the budget shall be raised by utility interest due for payment by instalments by the due date being 1 Sep 2023, 1 Oct 2023, 1 Nov 2023, 1 Dec 2023, 1 Jan 2024, 1 Feb 2024, 1 Mar 2024, 1 April 2024, 1 May 2024, 1 July 2024, 1 Aug 2024. That the levy increase take effect on 1 Feb 2024 and be apportioned over the remaining months of the financial year.

Mover: Pradeep Kumar Vadivel **Seconder:** Gail Donaldson

Motion CARRIED.

VOTES	Yes: 13	No: 0	Abs: 0	Inv: 1

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

Motion 14

OXYGEN
Life just got better.

Body Corporate Levies - Contingency Fund Budget				**Ordinary Resolution**
Motion: That by ordinary resolution the contingency fund for the financial year 1 Sept 2023 to 31 Aug 2024 is approved at a levy income of $5,000.00 by way of transfer from the Operating Account and expenditure of $00.00.				
Mover: Lisa Taylor **Seconder:** Jack Morris				
Motion CARRIED.				
VOTES	Yes: 13	No: 0	Abs: 0	Inv: 1
Invalid Vote Reasons				
1 invalid vote(s) - Non-financial				

Motion 15				
Annual Levies - Delegation to the committee to approve the levies				**Ordinary Resolution**
Motion: That by ordinary resolution the Body Corporate authorises the committee to set levies prior to each new financial year and that these levies be ratified at the next held AGM of the Body Corporate.				
Motion DEFEATED.				
VOTES	Yes: 1	No: 12	Abs: 0	Inv: 1
Notes				
Owners in attendance raised their concerns regarding past communication and turnaround times with Oxygen. Oxygen thanked the owners for their feedback and them of their best intentions going forward.				
Invalid Vote Reasons				
1 invalid vote(s) - Non-financial				

Item 16
Long-Term Maintenance Plan (LTMP) [sec 116] and Regulation 30 and 30A
In accordance with the Unit Titles Act 2010, each body corporate must have and maintain a LTMP. The plan must cover 10 years from the date of the plan or its last review. The body corporate must carry out a review of the plan at least once every 3

OXYGEN
Life just got better.

years, but it could be reviewed more frequently. The current plan is dated 2020 and was last reviewed in 2020.

Motion 17	
BC - Long Term Maintenance Plan - Appointment of Service Provider to establish a new LTMP	**Ordinary Resolution**
Motion: That by ordinary resolution the body corporate agrees to appoint a service provider/ professional person to prepare a new Long Term Maintenance Plan. As determined by the Committee the new plan will be adopted either at an EGM or via a Resolution without a General Meeting as soon as practicably possible once the Plan is finalized.	
Mover: David Christopher Biggs **Seconder:** Jack Morris	
Motion CARRIED.	
VOTES	Yes: 13 No: 0 Abs: 0 Inv: 1
Invalid Vote Reasons	
1 invalid vote(s) - Non-financial	

Motion 18	
Health and Safety - Induction of Contractors	**Ordinary Resolution**

The Health & Safety (HWSA), which replaces the Health & Safety in Employment Act 1992, came into force 1 April 2016. The Act introduces the concept of a Person Conducting a Business or Undertaking ("PCBU") which is the principal duty holder under the Bill. In the context of an incorporated society, the society owns the common property and the communal facilities and for the purposes of the Bill is a "person" and is therefore a PCBU.

Induction of Contractors PCBUs are also directed to induct contractors to their site when they attend to work in the common areas.

Motion: That by ordinary resolution the body corporate approves that when engaging a contractor to work in the common areas, prior to the contractor commencing their work, the Committee or any applicable party is to provide the contractor with a copy of the Body Corporate's HS Plan and confirm that the contractor also has an appropriate HS Plan in place for themselves as a contractor.

OXYGEN
Life just got better.

Mover: Jack Morris **Seconder:** Graeme Douglas Hearfield				
Motion CARRIED.				
VOTES	Yes: 13	No: 0	Abs: 0	Inv: 1
Invalid Vote Reasons				
1 invalid vote(s) - Non-financial				

Motion 19				
BC - Asbestos Management - To have a survey and management plan done	**Ordinary Resolution**			
Motion: That by ordinary resolution the body corporate agrees to engage an asbestos surveyor to carry out an asbestos survey for the complex and to have an asbestos management plan done.				
Motion DEFEATED.				
VOTES	Yes: 0	No: 13	Abs: 0	Inv: 1
Invalid Vote Reasons				
1 invalid vote(s) - Non-financial				

Motion 20				
BC - Asbestos Management - Not to have a survey and management plan done	**Ordinary Resolution**			
Motion: That by ordinary resolution the body corporate agrees not to engage an asbestos surveyor to carry out an asbestos survey for the complex or have an asbestos management plan done since the body corporate believes on reasonable grounds that there is no asbestos within the complex.				
Mover: Gail Donaldson **Seconder:** John Dance				
Motion CARRIED.				
VOTES	Yes: 13	No: 0	Abs: 0	Inv: 1
Invalid Vote Reasons				
1 invalid vote(s) - Non-financial				

Motion 21

OXYGEN
Life just got better.

BC - Asbestos Management Procedure	**Ordinary Resolution**			
Motion: That prior to any owner carrying out repairs, remedial works, renovations or similar building works in their unit and/or any common areas they must initially check for any asbestos being present in the materials that they will be working on; and that if asbestos is discovered the owner must report this immediately to the Committee and await their approval to proceed with the works, which approval would be conditional upon ensuring that an appropriate professional contractor is engaged to handle the removal/management of the asbestos in line with all legal requirements.				
Mover: David Christopher Biggs **Seconder:** Jack Morris				
Motion CARRIED.				
VOTES	Yes: 13	No: 0	Abs: 0	Inv: 1
Invalid Vote Reasons				
1 invalid vote(s) - Non-financial				

Item 22

Latest Insurance Valuation Information

The Unit Titles Act (UTA) stipulates that a Body Corporate shall keep all buildings and other improvements insured to full replacement value. Where this is not available, Indemnity cover is permitted. Not all of Oxygen Strata Limited's clients are governed by the UTA. However, Oxygen Strata Limited recommends that, whether our client is a Body Corporate or not, this standard is right for all ownership types. Oxygen Strata Limited further recommends that an Insurance Valuation be undertaken yearly; ultimately, this is a decision for the chairperson and members.

Insurance Brokers

Insurance brokers understand insurance contracts and try to match your Body Corporate with an appropriate wording; additionally, they use their capabilities for driving competition amongst insurance companies and usually have some sway with the Insurer's towards claims due to significant tracts of premium over many customers. Because of their experience in their field of expertise, they can give sound advice around all sorts of issues involved in insuring properly and to the requirements of the Unit Titles Act.

Valuation

OXYGEN
Life just got better.

The amount of insurance cover taken by the body corporate is of significant importance to all members. Collectively the members should agree whether or not to incur the cost of a valuation for insurance purposes. The last valuation was completed on 01 May 2022 The body corporate buildings were valued at:

1.0 Reinstatement	Retail/Office/Carparking	Residential	Totals
1.1 Reinstatement Value	$8,704,000	$10,448,000	**$19,257,000**
1.2 Inflationary Provision.	$1,724,000	$2,070,000	**$3,815,000**
2.0 Indemnity Value			
2.1 Depreciated Reinstatement Cost.	$5,701,300	$76,000	**$12,620,300**
2.2 Market Value			
2.3 Indemnity Inflation Provision.	$417,000	$6,000	**$924,000**
3.0 Demolition.	$583,000	$7,000	**$1,290,000**

Each valuer can have quite differing opinions in determining a replacement sum insured. There are certain bodies corporate who change valuers periodically or engage the services of a quantity surveyor from time to time as a way of testing previous valuation methods applied.

Motion 23

BC- Insurance Excess — **Ordinary Resolution**

Motion: That by ordinary resolution the body corporate agrees that where an insurance claim is made through the body corporate's insurance policy by a unit owner for damage within their unit which is not the result of damage from common property, that the excess for such claim will be payable by the unit owner.

Mover: Gail Donaldson **Seconder:** David Christopher Biggs

Motion CARRIED.

VOTES	Yes: 13	No: 0	Abs: 0	Inv: 1

Invalid Vote Reasons

OXYGEN
Life just got better.

1 invalid vote(s) - Non-financial

Motion 24					
Debt Collection					**Ordinary Resolution**
Motion: That by ordinary resolution Oxygen be authorised by the body corporate to recover any unpaid levies or any other unpaid on charges owed to the body corporate, whether through court proceedings or otherwise, that may be outstanding for 30 days after the due date and to charge interest at the rate of 10% per annum as provided under the Unit Titles Act 2010 on any monies due from the due date until the payment date. Oxygen's costs and all costs and expenses involved in the issue of demands or legal proceedings on a full cost recovery basis shall be recoverable against the proprietor in full, pursuant to the Unit Titles Act 2010. Oxygen is directed to pursue any current debtors who are beyond 30 days of the due date using Oxygen's debt collection procedures and this includes the issuing of proceedings if required.					
Mover: Graeme Douglas Hearfield **Seconder:** David Christopher Biggs					
Motion CARRIED.					
VOTES		Yes: 13	No: 0	Abs: 0	Inv: 1
Invalid Vote Reasons					
1 invalid vote(s) - Non-financial					

Motion 25					
BC - Recovery of Breach Notice Charges and any fee's associated with Tribunal Hearings					**Ordinary Resolution**
Motion: That by ordinary resolution the body corporate agrees that Oxygen's costs and all costs and expenses associated with issuing breach notices and or tenancy tribunal matters relating to rule's breaches will be on a full cost recovery basis recoverable against the proprietor in full.					
Mover: Jack Morris **Seconder:** David Christopher Biggs					
Motion CARRIED.					
VOTES		Yes: 13	No: 0	Abs: 0	Inv: 1
Invalid Vote Reasons					
1 invalid vote(s) - Non-financial					

OXYGEN
Life just got better.

Motion 26	
Appointment of Building Manager	**Ordinary Resolution**
Motion: That by ordinary resolution the body corporate appoint Dave Biggs as the Building Manager of the body corporate. The appointment of the Building Manager is subject to; - It is agreed that this role is not legally the same as the body corporate manager role as defined in the Unit Titles Act sections 114G-J and is only concerned with organizing building compliance and maintenance functions on behalf of the committee, and - As discussed in committee meetings held in 2023, it is agreed that the building manager role will not be required to engage with tenants (other than the Bordeaux Bakery) or with property managers who are not themselves unit owners.	
Mover: Gail Donaldson & Jean-Louis Marcdre **Seconder:** Lisa Taylor	
Motion CARRIED.	
VOTES	Yes: 13 No: 0 Abs: 0 Inv: 1
Notes	
It was resolved that the Property Manager will contact Oxygen directly. Oxygen will then liaise with the building manager, on the matter reported to Oxygen.	
Invalid Vote Reasons	
1 invalid vote(s) - Non-financial	

Motion 27	
Election of Chairperson	**Ordinary Resolution**
Oxygen's role is to provide support to the chairperson and the committee of the body corporate to help achieve the requirements under the Act. ***Election of chairperson*** (1) A body corporate must elect a chairperson by ordinary resolution at every annual general meeting of the body corporate. (2)	

OXYGEN
Life just got better.

A candidate for election as chairperson must—
(a)
be nominated by another unit owner in the unit title development;
(ab) at the time nominations are required by regulation 5(4) (f) or 7(4) (e) to be received, have no overdue body corporate levies or other amounts payable and owing to the body corporate; and
(b)
consent to the nomination.
2A
Despite subclause (2), a candidate for election as chairperson may nominate themself—
(a)
during the control period; and
(b)
at any time that all the principal units in the unit title development are owned by the candidate.
(3)
If a candidate for election as chairperson is not a natural person, the candidate must nominate a director to act as chairperson on the candidate's behalf.
(4)
The chairperson must be—
(a)
the owner of a principal unit in the unit title development; or
(b)
a director who has been nominated under subclause (3).
(5)
As soon as practicable after the annual general meeting at which he or she is elected, the chairperson must notify every unit owner in the unit title development, by each owner's preferred method of contact, of his or her election to that office.
(6)
Unless a chairperson sooner resigns or is removed from office by ordinary resolution of the body corporate, he or she holds office from the close of the general meeting at which he or she is elected until the close of the next annual general meeting.
(7)
Subject to regulation 12(7), a chairperson is eligible for re-election.

Under section 112A the chairperson elected by the body corporate will also be the chairperson of the body corporate committee, unless by ordinary resolution the body corporate decides that the chairperson elected shall not be the chair of the committee. The committee will therefore then elect the chairperson itself.

Motion: That by ordinary resolution Jack Morris be duly elected as chairperson until the next held AGM of the body corporate.

OXYGEN
Life just got better.

Mover: Gail Donaldson **Seconder:** Lisa Taylor				
Motion CARRIED.				
VOTES	Yes: 13	No: 0	Abs: 0	Inv: 1
Invalid Vote Reasons				
1 invalid vote(s) - Non-financial				

Item 28
Committee Nominations - Constitution and Election of Committee
A body corporate of 9 or fewer units may appoint a committee; where there are 10 or more units a committee must be appointed unless the body corporate decides not to by special resolution. Note: A body corporate must resolve how many committee members it will have and the number of members constituting a quorum. A committee member must be the owner of a principal unit, must be nominated by an owner of a principal unit and may nominate him/herself. The nominees for election to the committee are: Varvara Sidorenko Pradeep Vadivel Graeme Hearfield Simon Holdgate Gail Donaldson Dave Biggs

Motion 29	
Committee - Number of Committee and Quorum	**Ordinary Resolution**
A Body Corporate of 9 or fewer units may appoint a Committee; where there are 10 or more units a Committee must be appointed unless the Body Corporate decides not to by Special Resolution. A Committee member must be the owner of a principal unit, or a	

OXYGEN
Life just got better.

director of a company that owns a unit, or an employee of a company that owns a unit provided they are authorised by the company directors. A Committee nominee can be nominated by an owner of a principal unit and may nominate himself or herself.

If the proposer is someone other than the nominee, the nominee must consent to the nomination.

All nominees that are appointed to the Committee are required to comply with the Committee code of conduct and Committee conflict of interest regime in the Unit Titles Act 2010.

<u>Candidates for Committee</u>
A candidate for election must have all overdue levies, or other amounts overdue to the Body Corporate, paid up as at the day/time this form must be returned (see day/time below). Otherwise their nomination cannot be accepted.

The Body Corporate Chairperson appointed at the meeting with automatically become a member of the Committee.

The Body Corporate Chairperson appointed at the meeting will automatically be the Committee Chairperson. The only exception to this is if the Body Corporate passes an ordinary resolution directing the Committee itself to appoint the Committee Chairperson from the rest of the appointed Committee members.

Motion: That by ordinary resolution the body corporate shall have no less than 7 committee members and that 4 are required for a quorum at meetings of the body corporate committee

Mover: David Christopher Biggs **Seconder:** Lisa Taylor

Motion CARRIED.

VOTES	Yes: 13	No: 0	Abs: 0	Inv: 1

Invalid Vote Reasons
1 invalid vote(s) - Non-financial

Motion 30	
Committee Nominee No1	**Ordinary Resolution**
Motion: That by ordinary resolution Varvara Sidorenko is elected as a committee member until the next held AGM.	

OXYGEN
Life just got better.

Mover: Jack Morris **Seconder:** Lisa Taylor				
Motion CARRIED.				
VOTES	Yes: 13	No: 0	Abs: 0	Inv: 1
Invalid Vote Reasons				
1 invalid vote(s) - Non-financial				

Motion 31				
Committee Nominee No2	**Ordinary Resolution**			
Motion: That by ordinary resolution Pradeep Vadivel is elected as a committee member until the next held AGM.				
Mover: Jack Morris **Seconder:** Lisa Taylor				
Motion CARRIED.				
VOTES	Yes: 13	No: 0	Abs: 0	Inv: 1
Invalid Vote Reasons				
1 invalid vote(s) - Non-financial				

Motion 32				
Committee Nominee No3	**Ordinary Resolution**			
Motion: That by ordinary resolution Graeme Hearfield is elected as a committee member until the next held AGM.				
Mover: Jack Morris **Seconder:** Lisa Taylor				
Motion CARRIED.				
VOTES	Yes: 13	No: 0	Abs: 0	Inv: 1
Invalid Vote Reasons				
1 invalid vote(s) - Non-financial				

Motion 33	
Committee Nominee No4	**Ordinary Resolution**

OXYGEN
Life just got better.

Motion: That by ordinary resolution Simon Holdgate is elected as a committee member until the next held AGM.				
Mover: Jack Morris **Seconder:** Lisa Taylor				
Motion CARRIED.				
VOTES	Yes: 13	No: 0	Abs: 0	Inv: 1
Invalid Vote Reasons				
1 invalid vote(s) - Non-financial				

Motion 34				
Committee Nominee No5				**Ordinary Resolution**
Motion: That by ordinary resolution Gail Donaldson is elected as a committee member until the next held AGM.				
Mover: Jack Morris **Seconder:** Lisa Taylor				
Motion CARRIED.				
VOTES	Yes: 13	No: 0	Abs: 0	Inv: 1
Invalid Vote Reasons				
1 invalid vote(s) - Non-financial				

Motion 35				
Committee Nominee No6				**Ordinary Resolution**
Motion: That by ordinary resolution Dave Biggs is elected as a committee member until the next held AGM.				
Mover: Jack Morris **Seconder:** Lisa Taylor				
Motion CARRIED.				
VOTES	Yes: 13	No: 0	Abs: 0	Inv: 1
Invalid Vote Reasons				
1 invalid vote(s) - Non-financial				

OXYGEN
Life just got better.

Item 36
BC - Delegation to the Committee information
It is not practical to call for an ordinary resolution for every task which the Body Corporate needs to perform or decide between general meetings. The Body Corporate's powers and duties and the Body Corporate Chairperson's duties can be delegated generally to a body corporate committee. This in turn gives the committee power to make decisions on the Body Corporate's behalf, and the committee chairperson power to enter into an obligation (that has been approved at either Body Corporate or committee level) if the document is signed by them and witnessed by a committee member. Or if there is no committee member, then by a member of the body corporate. There are powers the Body Corporate cannot delegate to the committee and where decisions are necessary on those matters they must be made at Body Corporate level. Those matters are listed in section 108(2) of the Unit Titles Act, and are: • the delegation of the Body Corporate's powers; • the reassessment of ownership and utility interests; • the duty of the body corporate to comply with the body corporate operational rules; • the application of insurance monies in or towards the reinstatement of the development; and • any matter that the Unit Titles Act provides that the body corporate must decide by special resolution.

Motion 37	
Delegation of Body Corporate Chairperson's Duties to the Committee	**Special Resolution**
Motion: That by special resolution, in accordance with section 108(1) Unit Titles Act 2010 and regulation 11(2) Unit Titles Regulations 2011, the body corporate delegates the body corporate chairperson's duties in regulation 11(1) to the body corporate committee with effect until the next AGM.	
Mover: David Christopher Biggs **Seconder:** Graeme Douglas Hearfield	
Motion CARRIED.	

OXYGEN
Life just got better.

VOTES	Yes: 13	No: 0	Abs: 0	Inv: 1
Invalid Vote Reasons				
1 invalid vote(s) - Non-financial				

Motion 38	
BC - Delegation of the Body Corporate's duties and powers to the Body Corporate Committee	**Special Resolution**
Motion: That by special resolution, in accordance with section 108(1) Unit Titles Act 2010 (Act) the body corporate delegates its duties and powers (except those in section 108(2)) to the body corporate committee with effect until the next AGM, in order that the body corporate may fulfil its obligations under the Act and its Regulations. The body corporate committee shall report on the exercise of the delegation at each AGM of the body corporate.	
Mover: Jack Morris **Seconder:** David Christopher Biggs	
Motion CARRIED.	

VOTES	Yes: 13	No: 0	Abs: 0	Inv: 1
Invalid Vote Reasons				
1 invalid vote(s) - Non-financial				

Item 39

General Information

- Unit Entitlement Review

- Proposed changes to the Long-Term Maintenance Plan

- External Painting

- Amendment to the Body Corporate Rules; Proposal to ban smoking/ vaping within the premises - Includes of the common property area and internal units.

It is proposed that the existing rile under Fire Alarm Activation:-

OXYGEN
Life just got better.

S) In the event that a unit occupier activates the fire alarm system the owner or their agent:
i. Must write to the New Zealand Fire service explaining the cause of the activation;
ii. is liable for the cost of resetting the alarm in the event that the New Zealand Fire Service charges for the callout;
iii. Owner may be liable for New Zealand Fire Service cost if there is a charge for the callout.

Be amended to:
S) In the event that a unit occupier activates the fire alarm system the owner or their agent:
~~i. Must write to the New Zealand Fire service explaining the cause of the activation;~~
ii. is liable for the cost of resetting the alarm, and ~~in the event that the New Zealand Fire Service charges for the callout~~:
iii. ~~Owner~~ may be liable for New Zealand Fire Service cost if there is a charge for the callout.

- Alarms & Fire call out fees

- Lobby Access - *Courier Services*

- Proposed EGM in May 2024

Notes

Unit Entitlement Review: The chairmen advised that the reasoning for the unit entitlement review was to ensure that levy contributions were evenly and correctly raised. All owners in attendance agreed with the following resolution being moved.

Motion: That by ordinary resolution the body corporate agreed to engage Morrison Kent to undertake the Unit Entitlement Review.

Mover: Jack Morris **Seconder:** John Dance

All in favor.

Proposed changes to the Long Term Maintenance Plan: $25K bolt replacement to be included into the EGM, which is remedial work.

External Painting: The status of the external painting will be updated again at the EGM. It was advised that the painting will be actioned as soon as the Unit Entitlement Review has been resolved.

Amendment to the Body Corporate Rules: The committee will liaise with Morrison Kent to quote on having the rules reviewed and amended.

OXYGEN
Life just got better.

Alarms & Fire call out fees: It is estimated that there are charges of $250.00 for normal call out fees & $500.00 fees for outside of the normal call out times.

Lobby Access: It was suggested that the lack of access for courier services, be added to the Disclosure Statements, so that future owners are made aware of same.

Proposed EGM in May 2024: The topics to be discussed: will be the Levy Increase Review, Long Maintenance Plan & Unit Entitlement Review, External Painting. The committee will liaise with Oxygen on anything further required to be discussed at the EGM.

With no further business to discuss, the meeting was closed at 07:37 PM.

Action Items

Long Term Maintenance Plan – Quote to have an updated LTMP provided	Oxygen - *Done*
Health & Safety Plan – Templet to be provided to the Committee	Oxygen – *Done*
Owners that have Property Managers, to advise them to contact Oxygen directly for any queries or concerns. Oxygen will then liaise with the Building Manager on the reported matter.	Owners / Property Managers - *Done*
Unit Entitlement Review – Engage with Morrison Kent to undertake the Unit Entitlement Review.	Committee - *Done*
Amendment to the Body Corporate Rules – Engage Morrison Kent to quote on what it would cost for them to review and update the Body Corporate Rules	Committee
External Painting – Painting to be actioned as soon as the Unit Entitlement has been reviewed	Committee
Extraordinary General Meeting in May 2024	Committee / Oxygen – *Not Done*

Date: _______________

Signature: _______________________________

Decisions Register
Metro Thorndon Apartments Body Corporate – 86157
UPDATED: 29 JANUARY 2024

Title	Commentary	Date of Decision
Bank Account	That Oxygen's authorized representatives operate the bank accounts of the Body Corporate for the payment of invoices, monitoring levy contributions and other deposits and general management of the accounts as required performing the Bodies Corporate financial responsibilities of the Body Corporate (sec 115 (3)) **Ray Smith/Neil O'Callaghan**	24.11.2015
LTM Fund	That the Body Corporate shall not establish a Long Term Maintenance Fund(sec 117(1)) **Simon Holgate/Neil O'Callaghan**	24.11.2015
Insurance	That a quantity surveyor be engaged to assess the body corporate buildings and property for insurance purposes prior to the next insurance renewal date which is 04 September 2018. Not carried	28.11.2016
Insurance Cover	That the body corporate maintains (if available) full replacement insurance for no less than the latest independent assessment from a registered valuer or and increased as determined by the committee and/or chairperson. **Wayne Mills / Ray Smith**	14.12.2017
Levies	That the annual levies approved at meetings of the body corporate will continue following the close of the financial year until changed by the body corporate at any future meeting of the body corporate. The body corporate is reminded that all levies are paid in advance on the 1st day of month when due.	14.12.2017
Rules	The Operational Rules are to remain the same.	14.12.2017

	Under the Registered Rules section 1 (l) units are not to be used for commercial use except for those that are designated commercial therefore Air Bnb or Short-Term accommodation is not allowed. **Unanimous**	
LTMP	That the body corporate arranges for a review of their current LTMP before the next held AGM. **Unit 21- V & M Pecekajus / Unit 13- L& S Scott**	25 November 2019
Health and Safety Report	That the Body Corporate RESOLVES to have a Health and Safety report and Hazard Register on file for the body corporate which requires reviewing and updating annually to ensure any previous hazards noted that have subsequently been removed or minimized are amended and that any new hazards that may have occurred during the year are noted. **Unit 8- C Burns / Unit 16- D & G Hettige**	25 November 2019
Insurance cover	That the body corporate maintains (if available) full replacement insurance for no less than the latest independent assessment from a registered valuer or quantity surveyor and increased as determined by the committee and/or chairperson. **Unit 20- I MacIntyre / Unit 17- D Biggs**	25 November 2019
Payments of accounts	Motion: That all accounts to be approved for payment by the Body corporate chair and (1) one committee member or (2) committee members if the chair is not available. **Unit 9- R Smith / Unit 8- A Springett**	25 November 2019
Address for service	The Body Corporate agrees that the address for service will be the offices of Oxygen Strata Ltd and that Oxygen notifies the registrar and arrange for the form 16 to be lodged with the registrar accordingly. **Unit 9- R Smith / Unit 17- D Biggs**	25 November 2019
Committee Delegation	That the body corporate delegates its duties, powers and responsibilities to the body corporate committee in order that the body corporate may fulfil its obligations under the Unit Titles Act 2010 and its Regulations until revoked at a subsequent general meeting of the body	16 November 2020

	corporate. The body corporate committee shall report on delegation at each AGM of the body corporate. **Simon Holdgate / Ray Smith**	
Term Deposits	That the chairperson is authorised to instruct Oxygen to operate term deposit funds with a New Zealand registered bank. **Colin Burns / Simon Holdgate**	16 November 2020
Insurance Renewal/ Valuation	That the Chairperson and/or the committee in consultation with the broker decide whether a valuation be obtained for the body corporate buildings for insurance purposes prior to each new insurance renewal and that this decision be entered into the Decisions Register **Ray Smith / Colin Burns**	16 November 2020
Landlords Extension Cover	That the body corporate elects to hold landlord's extension cover as part of the main body corporate insurance policy. **Ray Smith / Colin Burns**	16 November 2020
Office Bearers Insurance	That the body corporate elects to hold directors and office bearer's liability insurance. **Andrew Springett / Jonathon Bayot**	16 November 2020
Committee Delegation	That by special resolution the body corporate delegates its duties, powers, and responsibilities to the body corporate committee in order that the body corporate may fulfill its obligations under the Unit Titles Act 2010 and its Regulations until revoked at a subsequent general meeting of the body corporate. The body corporate committee shall report on delegation at each AGM of the body corporate. **David Biggs / Gail Donaldson**	8 December 2021
Insurance Renewal / Valuation	That by ordinary resolution the body corporate agree to obtain an updated valuation for the body corporate buildings for insurance purposes before the next insurance renewal (4 September 2022) **Ray Smith / Andrew Springett**	8 December 2021

Levies	That by ordinary resolution the annual levies approved at meetings of the body corporate will continue following the close of the financial year at the same monthly rate until changed by the body corporate at any future meeting of the body corporate. The body corporate is reminded that all levies are due to be paid in advance on the 1st day of the month when due. (1 Sep, 1 Oct, 1 Nov, 1 Dec, 1 Jan, 1 Feb, 1 Mar, 1 Apr, 1 May, 1 Jun, 1 Jul, 1 Aug) **Andrew Springett / Simon Holdgate**	8 December 2021
Decisions Register	That a Decisions Register be established and maintained as a record of all resolutions that will continue in force until revoked or amended at a future general meeting and that the resolutions included in the Register tabled at this meeting are confirmed.	15 December 2022
Long Term Maintenance Plan - Appointment of Service Provider to establish a new LTMP	That by ordinary resolution the body corporate agrees to appoint a service provider/ professional person to prepare a new Long Term Maintenance Plan. As determined by the Committee the new plan will be adopted either at an EGM or via a Resolution without a General Meeting as soon as practicably possible once the Plan is finalized.	29 January 2024
Health and Safety - Induction of Contractors	That by ordinary resolution the body corporate approves that when engaging a contractor to work in the common areas, prior to the contractor commencing their work, the Committee or any applicable party is to provide the contractor with a copy of the Body Corporate's HS Plan and confirm that the contractor also has an appropriate HS Plan in place for themselves as a contractor.	29 January 2024
Asbestos Management - Not to have a survey and management plan done	That by ordinary resolution the body corporate agrees not to engage an asbestos surveyor to carry out an asbestos survey for the complex or have an asbestos management plan done since the body corporate believes on reasonable grounds that there is no asbestos within the complex.	29 January 2024

Asbestos Management Procedure	That prior to any owner carrying out repairs, remedial works, renovations or similar building works in their unit and/or any common areas they must initially check for any asbestos being present in the materials that they will be working on; and that if asbestos is discovered the owner must report this immediately to the Committee and await their approval to proceed with the works, which approval would be conditional upon ensuring that an appropriate professional contractor is engaged to handle the removal/management of the asbestos in line with all legal requirements.	29 January 2024
Recovery of Breach Notice Charges and any fee's associated with Tribunal Hearings	That by ordinary resolution the body corporate agrees that Oxygen's costs and all costs and expenses associated with issuing breach notices and or tenancy tribunal matters relating to rule's breaches will be on a full cost recovery basis recoverable against the proprietor in full.	29 January 2024
Unit Entitlement Review	That by ordinary resolution the body corporate agreed to engage Morrison Kent to undertake the Unit Entitlement Review.	29 January 2024

What is a conflict of interest?

Generally, in a governance role, a' *conflict of interest* 'is any situation where your duties or responsibility as an office holder, conflict, or could be seen to conflict, with some other interest you might have outside of your office holder role.

Office holders need to manage their affairs so as to actively avoid, or carefully manage, situations that might lead to a conflict of interest or suspicion of a conflict of interest.

The same concept applies to a a body corporate, however the focus is on *financial* conflicts of interest only.

The committee conflict of interest rules apply to all matters the committee are considering. These will be a range of body corporate matters that a committee (with valid delegated powers) will consider over the course of the committee's day to day operations.

A committee member has a duty to identify if they may have a financial conflict of interest in a matter being considered by the committee. If they may have a financial interest in the matter, they must disclose that interest to the committee.

A committee member needs to ensure they look beyond themselves personally and consider if any of their family members, or entities they are involved in, have a financial conflict of interest in a committee matter. This can be called an indirect financial interest. Under the committee conflict of interest rules, indirect financial interests must also be disclosed to the committee.
An example of a direct interest;

An example is a committee member that owns a company providing cleaning services.

The committee wishes to contract that committee member's company to provide cleaning services to the building. This is the matter the committee is considering. The decision to contract the company has not yet been made.
As owner of the cleaning company, that committee member *may* financially benefit from the committee deciding to engage their company for cleaning services. This means that the committee member has a financial conflict of interest in the matter the committee is considering. This can be called a direct interest.
That committee member must disclose their financial interest to the committee as soon as that committee member becomes aware of it.

An example of an indirect interest;

<u>This example builds on Example One above.</u>

If a partner, spouse, or child of a committee member owns the cleaning company the committee wishes to engage to provide cleaning services to the building, that partner, spouse, or child may receive a financial benefit from the committee's decision to contract their company.

This causes the committee member to have a financial conflict of interest in the matter. This can be called an indirect financial interest.

That committee member must disclose their financial interest to the committee as soon as that committee member becomes aware of it, even though it is an indirect interest

OXYGEN

Metro Thorndon Apartments

Special Purpose Financial Report For
the Year Ended 31 August 2024

Prepared By
Oxygen Body Corporate

Body Corporate
86157

Report on the Engagement to Compile Financial Statements

Scope

On the basis of the information that has been provided we have compiled, in accordance with "Service Engagement Standard Number 2: Compilation of Financial Information", the Financial Statements of Body Corporate 86157 (the Body Corporate) for the year ended 31 August 2024 as set out on the following pages.

These Statements have been prepared on the basis described in Notes to the Financial Statements.

These are Special Purpose Financial Statements, which have been prepared for the Body Corporate's reporting only and should not be relied upon for any other purpose.

Responsibilities

The Body Corporate is solely responsible for the information contained in the Financial Statements and has determined that the financial reporting framework used is appropriate to meet its needs and the purpose for which the Financial Statements were prepared.

The Financial Statements have been prepared exclusively for the Body Corporate's benefit. We do not accept responsibility to any other person for the contents of the Financial Statements.

No Audit or Review Engagement Undertaken

Our procedures use accounting expertise to undertake the compilation of the Financial Statements from information provided to us by the Body Corporate. Our procedures do not include verification or validation procedures. No audit or review engagement has been performed and accordingly no assurance is expressed.

Disclaimer

Neither we nor any of our employees accept any responsibility for the reliability, accuracy or completeness of the compiled financial information, nor do we accept any liability of any kind whatsoever, including liability by reason of negligence, to any person for losses incurred as a result of placing reliance on the compiled financial information.

04 619 1000
bodycorp@oxygen.co.nz
28 Cornwall Street
Lower Hutt 5010
oxygen.co.nz

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

Metro Thorndon Apartments BC 86157

Metro Thorndon Apartments, 220 Thorndon Quay, Pipitea WELLINGTON 6011

Operating Account

	Current period 01/09/2023-31/08/2024	Annual budget 01/09/2023-31/08/2024	Previous year 01/09/2022-31/08/2023
Revenue			
Insurance Claims	0.00	0.00	1,825.22
Interest on Levy Arrears	28.91	0.00	38.02
Interest--Bank/Other--Operating	4,191.27	0.00	2,886.03
Levies Revenue	232,389.51	232,389.40	162,215.97
Refund IRD	1.07	0.00	0.00
Total revenue	236,610.76	232,389.40	166,965.24
Less expenses			
Admin-- Gifts/Presentations	0.00	0.00	43.48
Admin--Building Manager	0.00	0.00	(318.84)
Admin--Keys and Remotes	108.49	500.00	867.36
Admin--Operating Account - RWT	1,173.56	1,800.00	908.63
Admin--Secretary Fees - Non Standard	1,311.95	2,000.00	1,836.25
Admin--Secretary Fees--Standard	11,967.44	11,967.40	10,494.02
Admin--Transfer to Contingency Fund	5,000.00	5,000.00	5,000.00
Insurance--Claims	347.39	0.00	434.78
Insurance--Office Bearers	0.00	690.00	0.00
Insurance--Premiums	151,635.33	141,605.22	113,770.40
Insurance--Valuation	617.39	1,000.00	0.00
Maint Bldg--Cleaning Common Area	4,467.00	4,659.60	4,236.00
Maint Bldg--Compliance Fire Services Testing	1,176.76	1,066.56	945.12
Maint Bldg--Compliance works	0.00	5,000.00	0.00
Maint Bldg--Compliance-Warrant of Fitness	987.61	1,055.31	1,775.02
Maint Bldg--Consultants--Other	6,150.00	6,000.00	0.00
Maint Bldg--Doors & Windows (external)	0.00	5,300.00	5,189.79
Maint Bldg--Electrical	2,832.56	1,637.90	1,926.18
Maint Bldg--Fire Call Outs	440.00	2,000.00	2,430.00
Maint Bldg--Fire Monitoring	856.00	853.05	775.20
Maint Bldg--Fire Safety Systems	3,627.01	1,821.22	3,761.90
Maint Bldg--Lift--Maintenance Contract	5,658.51	5,887.84	5,903.81
Maint Bldg--Lift--Telephone Passenger	771.93	771.84	721.23
Maint Bldg--Repairs & Maintenance	6,056.26	10,000.00	10,806.49
Maint Bldg--Security	698.59	744.35	3,150.60
Utility--Electricity	4,236.11	4,343.34	3,948.49
Total expenses	210,119.89	215,703.63	178,605.91

Surplus/Deficit	26,490.87	16,685.77	(11,640.67)
Opening balance	88,649.53	88,649.53	100,290.20
Closing balance	**$115,140.40**	**$105,335.30**	**$88,649.53**

Long Term Maintenance Fund

	Current period 01/09/2023-31/08/2024	Annual budget 01/09/2023-31/08/2024	Previous year 01/09/2022-31/08/2023
Revenue			
Interest on Levy Arrears	3.89	0.00	16.08
Interest--Bank & Other	1,437.57	0.00	359.07
Levies Revenue (Special)--LTM Fund	0.00	0.00	17,391.27
Levy Revenue - LTM Fund	25,000.13	25,000.00	23,201.23
Total revenue	26,441.59	25,000.00	40,967.65
Less expenses			
Admin--LTMF - RWT	402.51	0.00	0.00
Maint Bldg--Fire Protection	0.00	0.00	37,992.22
Total expenses	402.51	0.00	37,992.22
Surplus/Deficit	26,039.08	25,000.00	2,975.43
Opening balance	16,479.74	16,479.74	13,504.31
Closing balance	**$42,518.82**	**$41,479.74**	**$16,479.74**

Contingency Fund

Operating Account

	Current period 01/09/2023-31/08/2024	Annual budget 01/09/2023-31/08/2024	Previous year 01/09/2022-31/08/2023
Revenue			
Transfer from Operating Fund	5,000.00	0.00	5,000.00
Total revenue	5,000.00	0.00	5,000.00
Less expenses			
Total expenses	0.00	0.00	0.00
Surplus/Deficit	5,000.00	0.00	5,000.00
Opening balance	55,348.30	55,348.30	50,348.30
Closing balance	**$60,348.30**	**$55,348.30**	**$55,348.30**

04 619 1000
bodycorp@oxygen.co.nz
28 Cornwall Street
Lower Hutt 5010
oxygen.co.nz

Statement of Financial Position - Group

As at 31/08/2024

Metro Thorndon Apartments BC 86157

Metro Thorndon Apartments, 220 Thorndon Quay, Pipitea WELLINGTON 6011

	Current period	Previous year
Owners' funds		
Operating Account		
Balance of Fund B/Fwd	88,649.53	100,290.20
Operating Surplus/(Deficit) For The Year	26,490.87	(11,640.67)
	115,140.40	88,649.53
Long Term Maintenance Fund		
Balance of Fund B/Fwd	16,479.74	13,504.31
Operating Surplus/(Deficit) For The Year	26,039.08	2,975.43
	42,518.82	16,479.74
Net owners' funds	$157,659.22	$105,129.27
Represented by:		
Assets		
Operating Account		
Cash at Bank--Operating Account	141,003.81	101,248.97
Pre-paid Expenses	0.00	176.50
Prepaid Insurance - Operating Account	0.00	10,029.86
Receivable--Levies--Arrears	594.97	1,642.30
Receivable--Owners--Operating Account	4.99	10.11
	141,603.77	113,107.74
Long Term Maintenance Fund		
Cash at Bank--LTM	49,291.39	19,333.39
Receivable--Levies--LTM	54.54	234.90
Receivable--Owners--LTM	0.71	3.64
	49,346.64	19,571.93
Cash at bank unallocated		
Cash at Bank--Unallocated	4,315.28	0.01
	4,315.28	0.01
Total assets	195,265.69	132,679.68
Less liabilities		
Operating Account		
Accrued Expenses-- Admin	1,829.89	4,725.86
Creditors--Other--	4,588.51	6,115.05
GST Payment Due	12,731.92	8,830.62
Prepaid Levies--Operating Account	7,313.05	4,786.68
	26,463.37	24,458.21
Long Term Maintenance Fund		
GST Payment Due--LTM	6,157.46	2,407.56
Prepaid Levies--LTM	670.36	684.63
	6,827.82	3,092.19

Cash at bank unallocated		
Prepaid Levies--Unallocated	4,315.28	0.01
	4,315.28	0.01
Total liabilities	37,606.47	27,550.41
Net assets	$157,659.22	$105,129.27

Contingency Fund

	Current period	Previous year
Owners' funds		
Operating Account		
Balance of Fund B/Fwd	55,348.30	50,348.30
Operating Surplus/(Deficit) For The Year	5,000.00	5,000.00
	60,348.30	55,348.30
Long Term Maintenance Fund		
Operating Surplus/(Deficit) For The Year	0.00	0.00
	0.00	0.00
Net owners' funds	$60,348.30	$55,348.30
Represented by:		
Assets		
Operating Account		
Cash at Bank--Operating Account	59,371.35	54,371.35
	59,371.35	54,371.35
Long Term Maintenance Fund		
	0.00	0.00
Total assets	59,371.35	54,371.35
Less liabilities		
Operating Account		
GST Payment Due	(976.95)	(976.95)
	(976.95)	(976.95)
Long Term Maintenance Fund		
	0.00	0.00
Total liabilities	(976.95)	(976.95)
Net assets	$60,348.30	$55,348.30

Notes to the Financial Statements

Reporting Entity

The Financial Statements have been prepared to record the financial position and performance of the Body Corporate 86157 trading as Metro Thorndon Apartments.

The principal activity of the entity is to provide for the use and management of privately held units and common property situated at 220 Thorndon Quay, Pipitea, Wellington, 6011, known as Metro Thorndon Apartments.

The entity is registered under the Unit Titles Act 2010.

This Special Purpose Financial Report was authorised for issue in accordance with a resolution of the Committee.

Basis of Preparation

These Financial Statements have been prepared in accordance with the Special Purpose Financial Framework for Profit Entities (SPFR for FPE) issued by the Chartered Accountants Australia and New Zealand. The Financial Statements have been prepared for Body Corporate 86157.

The Body Corporate has chosen to prepare Special Purpose Financial Statements on an accrual basis. They are prepared for the Body Corporate members as proprietors only and should not be relied on for any other purpose. These are therefore defined as Special Purpose Reports.

Statement of Accounting Policies

The following accounting policies are used in the preparation of these Financial Statements:

General Accounting Policies - Unless otherwise stated, the measurement base adopted is that of historic cost. This principle recognises that the entity will continue as a going concern. Accrual accounting is used to match expenses incurred with revenue earned. The information is presented in New Zealand dollars and cents.

Specific Accounting Policies - The following specific accounting policies, which materially affect the measurement of profit and financial position, have been applied.

Receivables and Payables - Receivables and Payables have been stated at their net realisable value. Bad Debts are written off in the year in which they are identified and all goods and services invoiced up to balance date are included in these accounts of 31 August 2024.

Revenue - Levy income is recognised in the period it is levied. Interest is recognised as it accrues.

Goods & Services - The Body Corporate is registered for GST. These reports have been prepared on a GST exclusive basis, with the exception of Accounts Receivable and Accounts Payable, which are stated inclusive of GST.

Income Tax - The entity is only taxable on income earned outside its "circle of membership". Withholding tax is deducted by the payer on all interest income derived. The withholding tax is recorded as an expense in the Statement of Financial Performance.

Changes in Accounting Policies - There have been no changes in Accounting Policies.

____

Chairperson

____

Date

OXYGEN

Life just got better.

Explanation of Financial Statement Options

s132, Unit Titles Act 2010

Within two months of each financial year end the body corporate MUST submit its financial statements either:

a) to an independent auditor for audit; or

b) to an accountant for review; or

c) engage an accountant to conduct specific verification procedures (if this option is chosen, a special resolution is required to be passed to elect what specific verification procedures are required); or

d) by special resolution (75% of votes in favour), that none of the above will be done for a particular year.

This body corporate must decide which option the members want for the accounts in this current financial year as action for either a), b) or c) must be taken before the next AGM.

Common examples of Agreed Verification Procedures are:

a) Check the apportionment of levies against the approved annual budget is correctly calculated and is based on the unit entitlement as per the unit title deposit plan.

b) Check that banked receipts have been credited to the correct owners account.

c) Check that interest charges are correctly calculated and charged to the owners account.

d) Check and verify the full list of aged outstanding balances owing by owners.

e) Check that the levy owing has been correctly recorded in the pre-settlement disclosure statement.

f) Obtain explanation and supporting evidence for unfavourable variances against the approved budget;

g) Check the validity of payments;

h) Examine the cash-book movements for the year and the year-end bank reconciliation and investment balances for accuracy and integrity.

i) Check the provision for long-term maintenance has been determined based on, and is supported by, a long-term maintenance plan in accordance with the Unit Titles Act 2010.

j) Check the building is insured for replacement cost.

k) Obtain evidence of current insured amount and a supporting external valuation rep

The following table summarises the differences between the above options:

	Audit	**Review**	**Agreed Verification Procedures**
Level of Assurance	A reasonable or high level of assurance about whether the financial statements as a whole are free from material errors or fraud. Reasonable or high assurance is not absolute assurance	Limited assurance about whether the financial statements as a whole are free from material errors or fraud. Limited assurance is less than reasonable assurance.	A reasonable or high level of assurance about specific aspects of the Financial Statements. Reasonable or high assurance is not absolute assurance.
Report Provided	endent Auditor’s Report	Independent Review Report	Agreed Verifications Report
	Opinion is expressed in a positive form, e.g. “The financial statements are free from material misstatement”.	Conclusion is expressed in a negative form, e.g. “Nothing has come to our attention that causes us to believe that the financial statements are not free from material misstatement”.	Conclusion is based on each verification procedure, e.g. "We selected a sample of unitholder accounts with arrears and interest was correctly calculated".
Nature of Procedures	Procedures normally involve detailed tests of accounting records using techniques such as inspection, observation, confirmation, recalculation and re-performance, as well as inquiry and analytical review.	Procedures are primarily based on inquiry and analytical review.	Procedures normally involve detailed tests of accounting records using techniques such as inspection, observation, confirmation, recalculation and re-performance, as well as inquiry and analytical review.

Assurance Standards	Auditing Standards	Review Standards	Review Standards
	– All 36 ISAs (NZ)	- ISRE (NZ) 2400: Review of Historical Financial Statements Performed by an Assurance Practitioner	- ISRE (NZ) 2400: Review of Historical Financial Statements Performed by an Assurance Practitioner
Estimated Cost	$6,000 and $7,500	$4,000 - $5,500	$4,000 - $5,500

OXYGEN
04 619 1000
bodycorp@oxygen.co.nz
28 Cornwall Street
Lower Hutt 5010
oxygen.co.nz

Proposed Budget
to apply from 01/09/2024

Metro Thorndon Apartments BC 86157

Metro Thorndon Apartments, 220 Thorndon Quay, Pipitea WELLINGTON 6011

Operating Account

		Proposed budget	Actual 01/09/2023-31/08/2024	Previous budget
Revenue				
142500	Interest on Levy Arrears	0.00	28.91	0.00
142300	Interest--Bank/Other--Operating	0.00	4,191.27	0.00
143000	Levies Revenue	276,000.00	232,389.51	232,389.40
141155	Refund IRD	0.00	1.07	0.00
	Total revenue	276,000.00	236,610.76	232,389.40
Less expenses				
151410	Admin--Building Manager	22,411.74	0.00	0.00
153000	Admin--Keys and Remotes	500.00	108.49	500.00
151404	Admin--Operating Account - RWT	1,819.49	1,173.56	1,800.00
154050	Admin--Secretary Fees - Non Standard	1,434.78	1,311.95	2,000.00
154000	Admin--Secretary Fees--Standard	12,685.44	11,967.44	11,967.40
157505	Admin--Transfer to Contingency Fund	5,000.00	5,000.00	5,000.00
158950	Insurance--Claims	0.00	347.39	0.00
159050	Insurance--Office Bearers	690.00	0.00	690.00
159100	Insurance--Premiums	158,453.46	151,635.33	141,605.22
159200	Insurance--Valuation	869.57	617.39	1,000.00
163000	Maint Bldg--Cleaning Common Area	4,112.70	4,467.00	4,659.60
163540	Maint Bldg--Compliance Fire Services Testing	1,066.56	1,176.76	1,066.56
163593	Maint Bldg--Compliance works	0.00	0.00	5,000.00
163500	Maint Bldg--Compliance-Warrant of Fitness	1,113.23	987.61	1,055.31
164200	Maint Bldg--Consultants--Other	0.00	6,150.00	6,000.00
164600	Maint Bldg--Doors & Windows (external)	5,300.03	0.00	5,300.00
164800	Maint Bldg--Electrical	1,637.90	2,832.56	1,637.90
165809	Maint Bldg--Fire Call Outs	2,000.00	440.00	2,000.00
165807	Maint Bldg--Fire Monitoring	853.05	856.00	853.05
165808	Maint Bldg--Fire Safety Systems	1,939.13	3,627.01	1,821.22
168500	Maint Bldg--Health and Safety	10,869.57	0.00	0.00
170201	Maint Bldg--Lift--Maintenance Contract	6,078.28	5,658.51	5,887.84
170205	Maint Bldg--Lift--Telephone Passenger	671.17	771.93	771.84
171325	Maint Bldg--LTM Plan	2,608.70	0.00	0.00
172700	Maint Bldg--Repairs & Maintenance	13,043.48	6,056.26	10,000.00
173400	Maint Bldg--Security	744.35	698.59	744.35
190200	Utility--Electricity	3,967.20	4,236.11	4,343.34
	Total expenses	259,869.83	210,119.89	215,703.63
Surplus/Deficit		16,130.17	26,490.87	16,685.77

Opening balance	115,140.40	88,649.53	88,649.53
Closing balance	$131,270.57	$115,140.40	$105,335.30
Total units of entitlement	80000		80000
Levy contribution per unit entitlement	$3.97		$3.34
Budgeted standard levy revenue	276,000.00		232,389.40
Add GST	41,400.00		34,858.41
Amount to raise in levies including GST	$317,400.00		$267,247.81

Long Term Maintenance Fund

		Proposed budget	Actual 01/09/2023-31/08/2024	Previous budget
Revenue				
242500	Interest on Levy Arrears	0.00	3.89	0.00
242300	Interest--Bank & Other	0.00	1,437.57	0.00
243000	Levy Revenue - LTM Fund	28,750.00	25,000.13	25,000.00
	Total revenue	28,750.00	26,441.59	25,000.00
Less expenses				
251402	Admin--LTMF - RWT	0.00	402.51	0.00
	Total expenses	0.00	402.51	0.00
Surplus/Deficit		28,750.00	26,039.08	25,000.00
	Opening balance	42,518.82	16,479.74	16,479.74
Closing balance		$71,268.82	$42,518.82	$41,479.74
Total units of entitlement		80000		80000
Levy contribution per unit entitlement		$0.41		$0.36
Budgeted standard levy revenue		28,750.00		25,000.00
Add GST		4,312.50		3,750.00
Amount to raise in levies including GST		$33,062.50		$28,750.00

Contingency Fund

Operating Account

	Proposed budget	Actual 01/09/2023-31/08/2024	Previous budget
Revenue			
149003 Transfer from Operating Fund	5,000.00	5,000.00	5,000.00
Total revenue	5,000.00	5,000.00	5,000.00
Surplus/Deficit	5,000.00	5,000.00	5,000.00
Opening balance	60,348.30	50,348.30	50,348.30
Closing balance	$65,348.30	$55,348.30	$55,348.30
Total units of entitlement	80000		80000
Levy contribution per unit entitlement	$0.00		$0.00
Budgeted standard levy revenue	0.00		0.00
Add GST	0.00		0.00
Amount to raise in levies including GST	$0.00		$0.00

industrious.

PROPERTY

MANAGEMENT PROPOSAL

Prepared for:

Body Corporate 86157

Proposal issued:
September 2024

THANK YOU

Dear Dave & Committee,

Thank you for the opportunity to present our company, our team and our expertise to you and the unit title holders for consideration in the management of 220 Thorndon Quay, Pipitea.

We have extensive experience in managing large-scale leasing and facilities management for our clients. Similar properties in our portfolio include ARC Apartments - 2-4 Onepu Road and 123 Molesworth St, Thorndon.

Our trusted management offering will provide owners with the reassurance that the property is in good hands, and we are working in their best interests to add value, save money and ensure a safe and comfortable environment for all residents.

Our facilities management team are adept at managing day-to-day building operations smoothly and efficiently while simultaneously addressing complex issues as they arise, building business cases for upgrade solutions and developing the bigger picture for a holistic management approach. We are committed to providing exceptional service and fostering positive relationships with the body corporate and residents alike.

Katie Goldingham

Katie Goldingham
Facilities Manager

Ryan Groen
General Manager

industrious.
PROPERTY

OUR VALUES

We strive to improve ourselves and do amazing work for our clients.

WE'RE DRIVEN BY ACTION.

Industrious is built on our core principle of being action-oriented. By establishing clear processes and procedures, we know we're able to provide the best possible service to our clients and ensure great results every time.

WE'RE FOCUSED ON EXCELLENCE.

We take personal responsibility every day to drive our clients and tenants to thrive and achieve their full potential. We never settle for less than excellence!

WE'RE SEAMLESS, END TO END.

A point of pride for the Industrious team is our desire for continuous improvement. We strive to always improve not only how our clients and tenants operate day to day - but also improve the way we function internally.

WE'RE HERE TO MAKE AN IMPACT.

Breaking away from the limitations of the current Commerical Property landscape is what makes us different! We live by our Industrious values in everything we do, always keeping a sharp focus on innovation within our industry.

We're the property people with an unrivalled ambtion to lift the industry benchmark.

We're passionate team with high expectations to manage property the best way possible.

We love what we do and we love stamping our mark on the property industry.

As a property company, we're focused on making sure the clients and tenants that rely on us are looked after for all their business accommodation needs, and in the best position to thrive in their commercial spaces.

WHAT WE DO

- Property Management
- Facilities Management
- Body Corporate Management
- Corporate Real Estate
- Project Management
- Advisory

QUICK FACTS about Industrious Property

25	6	over 300	over $280m
years of combined management experience	devoted team members	tenants in our portfolio	assets under management

industrious.

PROPERTY

BODY CORPORATE

We take care of everything relating to the management of Body Corporate.

Industrious Property is a full service property management company.

We offer an end to end solution that undertakes all of the Body Corporate secretarial and accounts administration services.

We remove the stress of the complexities presented by Body Corporates and Unit Titles Act, our team's primary objective is to provide the unit owners with peace of mind in respect to understanding of multi unit ownership structures through proactive body corporate management practices.

We manage property with an ownership hat to make sure your assets are being actively looked after and optimised with effective cost management.

industrious.

PROPERTY

01

BODY CORPORATE ACCOUNTANCY

BODY CORPORATE SECRETARIAL SERVICES

XERO ACCOUNTANCY SOFTWARE

ADMINISTRATION

BODY CORPORATE RULES

UNIT TITLES ACT 2010 LEGISLATION & COMPLIANCE

INSURANCE AND INSURANCE VALUATIONS

MANAGEMENT PLANNING AND REGULAR REPORTING

AGM INFORMATION PACKAGES

CAPEX FORECASTING AND LONG TERM MAINTENANCE PLANNING

FINANCIAL MANAGEMENT AND ACCOUNTING

ACCOUNTS PAYABLE

BUDGET AND EXPENSE TRACKING

FACILITIES MANAGEMENT

Things go wrong in buildings, we make it right.

Our core values of being focused and providing seamless service to our tenants drives us to carry out work in a proactive and approachable manner.

We have a large network of contractors with strong relationships across the region that we can call upon to get issues solved in quick time.

We have simple cloud based software that allows tenants and our team the ability to log jobs and track them through to completion seamlessly and effectively.

We have great strength in compliance and health and safety meaning our client's properties are compliant with current regulations, our innovation in the field means it doesn't get in the way of getting the job done.

industrious.

PROPERTY

02

PLANNED PREVENTATIVE MAINTENANCE

REGULAR INSPECTIONS

REPAIRS AND REACTIVE MAINTENANCE

CONTRACTOR ENGAGEMENT AND JOB TRACKING

MANAGING SMALL PROJECTS AND WORKS

TENANT LIAISON

SERVICE DESK

HEALTH AND SAFETY

COMPLIANCE

SECURITY

RISK MANAGEMENT

ASSET LIFECYCLE MANAGEMENT

REGULAR REPORTING

PROPERTY MANAGEMENT

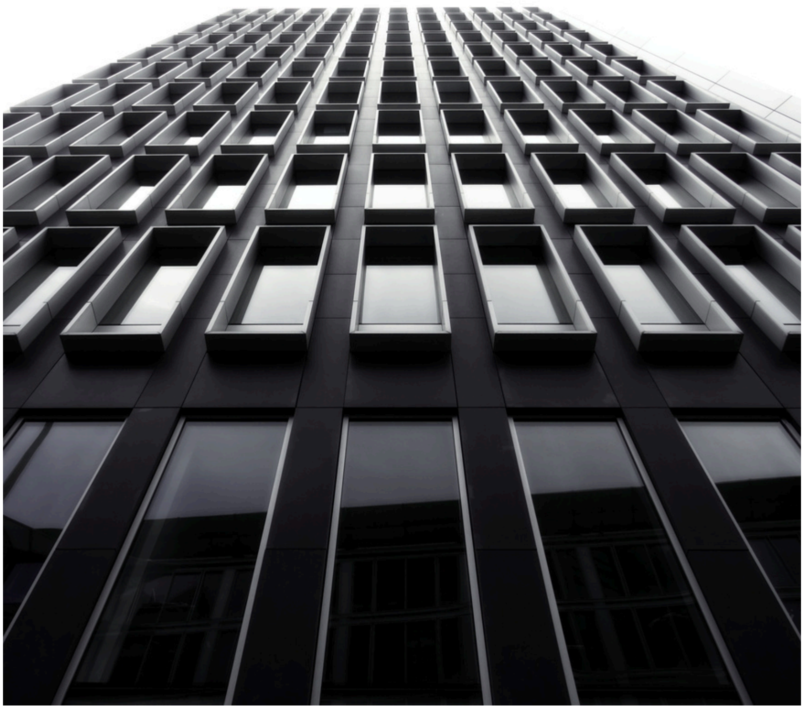
We take care of everything relating to the management of commercial property.

Industrious Property is a full service property management company. We have a team of skilled negotiators and a clear understanding of the property market which allows us to negotiate new and existing leases with expertise.

We carry out the ongoing management of all tenancies in respect of their obligations and key dates. This includes collection of rent, following up with arrears and initiating rent reviews.

We manage property with an ownership hat to make sure your assets are being actively looked after and optimised with effective cost management.

Whether you want to maximise cashflow, build equity or a combination of the two, we work with you to understand and implement your investment strategy.



industrious.
PROPERTY

03

LEASE MANAGEMENT

LEASE NEGOTIATIONS

INVESTMENT STRATEGY

TENANT MANAGEMENT AND LIAISON

SOURCING TENANTS

INSURANCE

VALUATIONS

FINANCIAL MANAGEMENT AND ACCOUNTING

INVOICING AND RENT COLLECTION

ACCOUNTS PAYABLE

BUDGET AND EXPENSE TRACKING

MANAGEMENT PLANNING AND REGULAR REPORTING

CAPEX FORECASTING AND LONG TERM MAINTENANCE PLANNING

PROJECT MANAGEMENT

From the very beginning of your project journey, to the very end celebration, Industrious ensures a clear project trajectory for all stakeholders.

We take full accountability and responsibility to make sure everyone is heading towards the same goal. Industrious can take on any project from ideation to projects already on the path moving forward.

Focusing on clear communication and collaboration throughout the lifecycle of the project, allows us to advise quick solutions and recommendations if we encounter a bump in the road. We specialise in managing fitouts, earthquake strengthening, asbestos, and large scale services.

Whether it's commercial office fitouts, seismic strengthening or large scale CAPEX our innovative and efficient processes help us deliver projects in optimum time, quality, and most importantly – cost.

industrious.
PROPERTY

03

HEALTH AND SAFETY

CONTRACTOR PROCUREMENT

FEASIBILITY AND STRATEGY

PROJECT ADVISORY

EARTHQUAKE STRENGTHENING

LONG TERM MAINTENANCE

CLIENT REPRESENTATION

FITOUT MANAGEMENT

ADD VALUE

ASBESTOS MANAGEMENT

BUDGET AND EXPENSE TRACKING

STRATEGIES

SMART AND EXPERIENCED MANAGEMENT

Amazing team culture with a team that work, as a team. Not in typical property management silos.

Experienced team with over 30 years combined experience in Body Corporate, Facilities and Commercial property management.

Positive and proactive customer centric approach to managing buildings and tenants.

POSITIVE AND STRONG RELATIONSHIPS

Focused on building strong relationship with tenants and owners that will last long and develop over time.

Positive and regular communication to all tenants to provide transparency in the relationships.

Established strong contractor relationships across the region.

Established relationships across the wider property market providing more insights and better decision making.

WORKFLOW EFFICIENCY

Minimised admin time with smart processes and systems to manage jobs from request to completion.

Innovative internal task management processes and tools for the team to turn chaos into order.

Quality and timely reporting to provide transparency and accountability to clients.

Contractor and health & safety management processes are simplified and effective with no over-engineering.

BOOST REVENUE & SAVE COST

Investigate new revenue streams and cost saving initiatives with client.

Planning ahead with capex and maintenance items to minimise on unbudgeted issues arising.

Re-negotiate service contracts where necessary with market insight.

Strong negotiation skills across the team to deliver strong rental uplifts during leases.

CLIENT TESTIMONIALS

SHANE HODGE
THE HODGE GROUP

“Sometimes with the bigger property management brands you get lost and become a number to them, it’s never been that way with Industrious Property.

Industrious have been incredibly helpful with both managing the building and providing us with valuable insights when it comes to leasing. Their biggest assets are their competence, track record, processes, and of course the people.

I’d happily recommend them to others.”

RICHARD CAUGHLEY
MORRISON KENT & TRUSTEE OF NIKAU FOUNDATION

“I’m always impressed with the efficiency and high levels of communication that comes from the Industrious team.

I want to know that I can trust the people I work with, and when it comes to Industrious they consistently demonstrate how trustworthy and capable they are in all aspects of Property Management.”

BRAD BUTTERWORTH
TERRAFARM INVESTMENTS

“Industrious can be trusted with any issue that may arise - both big and small. I have complete peace of mind knowing that Industrious are already on the ball to take care of anything that may come up.

I’m very confident that anyone using Industrious for their management will be extremely happy with their professional service.”

industrious.
PROPERTY

CONTRACT SUMMARY

PROPERTY	**Metro Thorndon Apartments** **220 Thorndon Quay, Pipitea**
CLIENT	**Body Corporate 86157**
START DATE	**1st November 2024 - Or as agreed**
TERM	**2 Years**
ANNUAL FEES	
FACILITIES MANAGEMENT (FM)	*$16,200.00*
TOTAL	***$16,200.00***

*All fees exclude GST
Please see Draft Agreement for further terms

industrious.
PROPERTY

INDUSTRIOUS TEAM

Our amazing people.

RYAN GROEN
General Manager

KATIE GOLDINGHAM
Facilities Manager

AJ JIVAN
Commercial Property Manager

CHLOE CHAN
Facilities Coordinator

HELENE ROSE-INNES
Accounts Manager

MATT GIBBS
Director

CONTACT US

Katie Goldingham

Katie Goldingham
Facilities Manager

027 244 9888
katie@industrious.co.nz

Ryan Groen
General Manager

027 705 3726
ryan@industrious.co.nz

Industrious Property
Level 2, 85 The Terrace
Wellington 6011

04 913 9400

www.industrious.co.nz

industrious.
PROPERTY

Property Management Agreement

INDUSTRIOUS PROPERTY LIMITED

&

BODY CORPORATE 86157

FOR

SERVICES AT

METRO THORNDON APARTMENTS
220 THORNDON QUAY, PIPITEA

AGREEMENT DETAILS

Manager	**Industrious Property Limited**		
	Representative:	Ryan Groen, General Manager	
	Address:	Level 2, 85 The Terrace, Wellington PO Box 10224, Wellington	
	Phone:	027 7053 726	
	Email:	ryan@industriousproperty.nz	
	Body Corporate 86157		
	Representative:		
	Address:		
	Phone:		
	Email:		
Properties	Metro Thorndon Apartments - 220 Thorndon Quay, Pipitea, Wellington. including all the Owner's fixtures, fittings, plant equipment and chattels at the Properties and any extra property under clause 1.5 (if applicable).		
Start Date	1st November 2024	**Term**	2 Years
Manager's Duties	☐ Facilities Management		

Annual Fees	Facilities Management	$16,200.00	plus GST
	Total Fees	**$16,200.00**	**plus GST**
	Additional Services Fee:	Charged on a time and materials basis and calculated on the following rates plus GST:	
	Property/Facilities Manager	$190	per hour
	Project Manager	$220	per hour
	Consultant	$250	per hour
Annual Fee Review	On the anniversary of the commencement date, the fee shall be adjusted by Consumer Price Index (All Groups)		
Payment of Fees	Monthly in advance	Payment Date: 15th of each month	
Payment of Disbursements	Within 14 days after receiving a tax invoice.		
Manager's Bank Account	02-0568-0091451-000		

The Manager will perform the applicable duties set out in the "Manager's Duties" and the parties agree as set out in "Agreement Terms".

OWNER by:

____
Signature of Director/Trustee

____
Name of Director/Trustee

____
Signature of Director/Trustee

____
Name of Director/Trustee

MANAGER by:

____
Signature

____
Name

Date ______________________________

MANAGER'S DUTIES

~~Body Corporate Administration and Management~~	
~~Chairman Functions~~	~~Carry out the duties and functions of chairperson, as per section 11, Unit Titles Regulations 2011 except for signing documents on behalf of the Body Corporate.~~
~~Facilitate Meetings~~	~~To prepare and organise meeting agenda, resolutions, minutes, supplementary documents and coordinate and chair meetings for:~~ ~~• annual general meeting~~ ~~• quarterly committee meetings~~ ~~• one extraordinary general meeting, if necessary and requested~~ ~~To organise appropriate meeting room space for all meetings.~~
~~Secretary Duties~~	~~Arrange and distribute all body corporate documents to Owners, Occupiers (if necessary) and Authorised Agents, including but not limited to, notice of meetings, voting forms and quarterly reports.~~ ~~Corresponding to Owners, Occupiers and Authorised Agents all relevant information related to the Property.~~ ~~Attend to enquiries from Owners and Authorised Agents related to Property.~~
~~Owner and Occupier Database~~	~~Maintain and manage Owner and Occupiers database of contact details and information.~~
~~Insurance and valuations~~	~~To arrange and negotiate the appropriate insurance premiums for the building annually. To arrange valuations of the Properties when necessary for insurance.~~ ~~Manage all insurance claims in respect of the Building that unless the responsibly of the Owner or Occupiers directly.~~
~~Reporting~~	~~To provide the Client regular quarterly reports regarding activity, performance and financial information in the building.~~
~~Accounts management~~	
~~Accounts management and Bookkeeping~~	~~To make payments and reconcile the accounts on behalf of the Client in relation to income and expenses in the Property. To maintain and manage the working account, contingency account (if required) and long-term maintenance account.~~ ~~To keep the business and accounting records in relation to the Property.~~
~~Invoicing and levy collection~~	~~Invoice all accounts receivable in relation to the Properties to the Owners and other parties.~~ ~~Collect levies or other money owing to the Client from the Owners and other parties owed money in relation to the Properties. Debt collection and recovery for payments in arrears.~~ ~~To on-charge to appropriate Owner or Occupier where required.~~
~~Accounts Payable~~	~~To receipt all expense invoices in relation to Properties and make payments on behalf of the Client when due. To diligently check and approve all expenses invoices and ensure linked to the annual budget.~~

~~**Budgeting and expenditure tracking**~~	~~To create, with the Client, an annual budget of operating expenses. To manage and track with regularity expenses in the property.~~
~~**Capex forecasting and long-term maintenance planning**~~	~~To provide recommendations and forecast of future capital expenditure. To maintain a long-term maintenance plan for medium to large capex investments for the property to add value and mitigate risk.~~
~~**Tax Obligations**~~	~~Submitting GST returns on behalf of the Client (if necessary).~~ ~~Submitting Income Tax returns on behalf of the Client (if necessary).~~
~~**Financial Statements**~~	~~Facilitate and engage accountant to review and verify the annual accounts of the Body Corporate, at the clients cost, at the end of the year.~~
Facilities Management	
Routine proactive maintenance	To arrange and negotiate Service Contracts for planned proactive maintenance and services of the Properties (except where the occupiers' responsibility). These include, but not limited to, services such as lifts maintenance, air-conditioning servicing, fire detection, fire prevention and cleaning. To audit Service Contracts on a regular basis and track work completed. The Manager will not agree any Service Contracts for more than 1 year without the Owner's approval.
Repairs and reactive maintenance	To facilitate repairs and maintenance issues and jobs within the building to be completed with good workmanship and promptness.
Contractor engagement and tracking	To engage the appropriate contractor for issues, maintenance and regular services when necessary. To audit and track work so that it is carried out to a professional standard.
Inspections	Conduct inspections of the Properties at a frequency agreed between both parties and provide written reports to the Owner at not less than 6 monthly intervals.
Managing small projects and works	Manage the carrying out of any small projects, works and alterations to the Properties requested and/or approved by the Owner. Projects up to a value of $20,000 are considered small projects.
Service desk and Security	Provide a 24-hour monitoring service to deal with emergencies and security issues in the Properties.
Health & Safety and Compliance	To use reasonable endeavours to ensure the Properties to comply with all statutes, ordinances, regulations and by-laws applicable to the Properties operation and management, including the Building Act 2004, the Health and Safety at Work Act 2015 and the Fire Safety and Evacuation of Building Regulations 1992.

Asset lifecycle management	To audit and manage the assets within the Properties and to arrange and carry out inspections when necessary.
Budgeting and expenditure tracking	To assist, with the Owner or Owners representative, a review of an annual budget of operating expenses. To manage and track with regularity expenses in the property.
Capex forecasting and long-term maintenance planning	To provide recommendations and forecast of future capital expenditure. To maintain a long-term maintenance plan for medium to large investments for the property to add value and mitigate risk. *Creation/Procurement of Long-Term Maintenance Plan included in additional services.*
General	
Communication with Owner	Provide regular communications to the Owner regarding the Properties including attending quarterly committee meetings.
Communication from occupiers	Receive notices, communications and representations from occupiers of the Properties and from local authorities and other bodies in respect of the Properties, and deal with or make recommendations to the Owner.
Management Plan	Arrange with the Owner, and to document, a management plan for the Properties. To include, but not limited to, strategy for the Properties and Portfolio, tenancy matters, expense budget, facilities management, long-term maintenance planning, compliance, risk-mitigation, add-value initiatives and review of the management. The Manager and Owner will carry out this around the anniversary of the Management Agreement Start Date annually.
ADDITIONAL SERVICES	
Project Management	
Project Management	Manage the carrying out of any projects, works and alterations to the Properties requested and/or approved by the Owner above $20,000.
~~**Body Corporate Management**~~	
~~**Disclosure Statements**~~	~~Issuing Disclosure Statements as per section 146, 147 and 148 of the Unit Titles Act 2010 to individual Owners.~~ ~~• Pre-contract disclosure statement ($400 plus GST)~~ ~~• Pre-settlement disclosure statement ($400 plus GST)~~ ~~• Additional disclosure (time and expense basis)~~
~~**Additional meetings**~~	~~Facilitate and organise extra meetings requested by the Client.~~
~~**Reports and documents**~~	~~The creation and preparation of reports and documents such as, but not limited to, Body Corporate Rules, long-term maintenance plan and specialised service contracts.~~

Facilities Management			
Emergency Events / Force Majeure	Managing emergency events at the properties such as, but not limited to, fires, explosions, earthquakes, tsunamis, pandemics etc.		
Insurance claim Management	All work related to the response, management, associated paperwork and correspondence with all parties due to the event associated with the insurance claim are not included in base fee of this contract and are charged separately at a rate per hour of;	$220.00	Plus GST
CCTV Review	Time involved with internal review of an onsite CCTV system.	$190.00 per hour	Plus GST
Long Term Maintenance Plan	Creation and procurement of Long-Term Maintenance plan	$2,000.00 per building	Plus GST
Additional Callouts	Managing and/or facilitating a call out relating to an owner or occupier's unit, not the common area. The cost of this is to be charged directly to the owner, not the body corporate.	$190.00 per hour	Plus GST
Consultancy			
Condition Report	Carry out a report for the condition of the Property. This would usually include building condition, general maintenance, capex, compliance, assets and services.		
Legal Proceedings	Acting agent to represent the Owner in legal proceedings such as court hearings and arbitration.		

AGREEMENT TERMS

1. APPOINTMENT OF MANAGER AND MANAGER'S DUTIES

1.1 The Owner appoints the Manager to carry out the Manager's Duties and do any other things the Manager considers reasonably necessary in order to perform the Manager's Duties.

1.2 The Manager will perform the Manager's Duties in accordance with this Agreement.

1.3 The Manager will, in carrying out its duties, exercise all reasonable skill, care and diligence provided by and expected of a competent property manager of buildings and premises of a similar type to the Properties.

1.4 If the Owner requests the Manager to provide Additional Services and the Manager agrees, the Manager will also provide the Additional Services and the Owner will pay the Additional Services Fee.

1.5 If the Owner requests the Manager to carry out the Manager's Duties for extra properties and the Manager agrees, the Properties will include the extra properties and the Fee will be adjusted under clause 4.4.

2. TERM

2.1 This Agreement will start on the Start Date and end on the End Date, unless cancelled earlier under clause 7.

2.2 If the parties continue with this Agreement after the End Date, the Agreement will continue until one party cancels the Agreement by not less than 20 working days' written notice.

3. OWNER'S OBLIGATIONS

3.1 The Owner grants to the Manager reasonable rights of access to the Properties, subject to the rights of any occupiers of the Properties.

3.2 The Owner will, when required by the Manager, promptly sign and return all leases, licences, surrenders, variations, renewals, notices and other documents (on terms approved by the Owner) so the Manager can perform the Manager's Duties and the terms.

3.3 The Owner will, after receiving a request from the Manager, give all notices, sign all authorities and other similar documents reasonably necessary to enable the Manager to perform the Manager's Duties and the terms.

3.4 The Owner will promptly deliver to the Manager copies of all notices and correspondence received by the Owner in relation to the Properties which relate to the Manager's Duties.

3.5 The Owner will not do or allow to be done anything which interferes with or obstructs the Manager in performing its duties.

3.6 The Owner will not do anything which is within the scope of the Manager's Duties or any Additional Services, except through the Manager unless the Manager has not performed any of its duties and continues not to perform the duties within a reasonable time after the Owner has given the Manager written notice to perform the duty.

4. MANAGEMENT FEES AND DISBURSEMENTS

4.1 The Owner will pay to the Manager:

(a) the Fees in advance; and

(b) the Disbursements in arrears,

by automatic payment to the Manager's Bank Account on the applicable payment dates. All payments must be without deduction or set-off.

4.2 The Fees will be adjusted annually on the anniversary of the Start Date by the movement in the Consumer Price Index (as published by the Department of Statistics) per annum.

4.3 If one of the Properties is sold, the Fees will be adjusted on a fair and reasonable basis to account for the removal of that property from this Agreement.

4.4 If at any time the Properties include extra properties, the Fees will be adjusted as determined by the Manager to account for the inclusion of that property in this Agreement.

5. AUTHORITIES OF THE MANAGER

5.1 The Owner grants the Manager all delegated authority reasonably necessary for the Manager to perform the Manager's Duties and comply with the terms.

5.2 The Manager's employees, contractors and authorised representatives may represent the Manager, carry out the Manager's Duties and comply with the terms on the Manager's behalf.

5.3 The Manager will not unless the Owner has given prior written approval:

(a) incur any expenditure on one item that is more than $2,000, unless the expenditure is recoverable by the Owner as part of the Operating Expenses or in the Manager's reasonable opinion is necessary to protect a Property from damage, to maintain essential services or otherwise if required in an emergency. The Manager will tell the

Owner if any such expenditure is incurred and provides details of the expenditure;

(b) commit the Owner to enter into any lease or licence or consent to any sublease or assignment of any lease or licence;

(c) commit the Owner to terminate or accept any surrender of any lease or licence of the Properties;

(d) agree on behalf of the Owner to alter any lease form previously approved by the Owner except for minor changes which do not adversely affect the position of the Owner;

(e) institute legal proceedings in the name of the Owner; or

(f) arrange, conduct or attend to any objections, arbitration hearings or appeals in relation to any matter in respect of the Properties.

5.4 The Manager may, with the Owner's prior written consent and at the Owner's cost, engage professional advisers including solicitors, accountants, architects, engineers, real estate agents and advertising agents to assist the Manager in carrying out the Manager's Duties and the terms.

5.5 The Manager is entitled to put up signs on the Properties indicating that the Properties are managed by the Manager. The signs and locations will be first approved by the Owner. On or about the End Date or cancellation date, the Manager will remove the signs and make good any resulting damage.

5.6 The Manager is entitled to display content of the Properties on the Manager's website and other online assets.

6. MANAGER'S LIABILITY

6.1 The Manager will keep and maintain public liability cover and professional indemnity cover.

6.2 The Manager is not liable for:

(a) any loss or damage suffered by the Owner in respect of its business or affairs;

(b) any failure to perform any of the Manager's Duties or for any delay in their performance or resulting loss or damage because of any cause beyond the Manager's reasonable control;

(c) any costs or other amounts by reason of its management and control of the Properties. All outgoings, repairs and maintenance, consultants' fees, real estate agents' commission, or other costs and amounts incurred in the management and control of the Properties are payable by the Owner;

(d) any action taken by the Manager in reasonable reliance on any notice, direction, consent, statement or document provided by a professional adviser or service provider or similar which the Manager believed to be genuine; or

(e) any action taken or not taken by the Manager in accordance with a request or direction of the Owner,

except where the Manager is negligent.

6.3 Any liability of the Manager to the Owner because of negligence will not apply if the Owner is insured or indemnified for the resulting loss or liability. The Manager will only be liable for the loss or liability to the extent that it could reasonably have been foreseen would flow from the negligence.

6.4 If there is a claim, demand, action or proceeding as a result of the Manager's negligence:

(a) the Owner will give notice to the Manager and will not make any payment or admission of liability or take any other steps which prejudice the defence of the claim, action or proceeding without the Manager's prior written consent;

(b) the Manager may prosecute or defend or negotiate in relation to claim, demand, action or proceeding where the Manager has notified the Owner that it accepts responsibility and the Owner will make available to the Manager all information, books and records and will provide all other assistance including personnel to the Manager as reasonably required; and

(c) the Owner will take reasonable steps to mitigate any claim, liabilities, costs, expenses, losses or damage suffered or incurred as a result of the Manager's negligence.

7. CANCELLATION

7.1 The Manager may cancel this Agreement by giving the Owner not less than 20 working days' written notice.

7.2 This Agreement will be cancelled:

(a) if either party goes or is put into liquidation (except for the purposes of reconstruction or amalgamation with the prior written approval of the other party; such approval not to be unreasonably or arbitrarily withheld) or has a receiver or statutory manager appointed in respect of any of its assets or if a party makes any composition with its creditors or suspends payment or is unable to pay its debts or is wound up or dissolved;

(b) if a party does not perform any of the terms and still does not perform the term for 10 working days after the other party has served written notice on the party. The Owner cannot cancel this Agreement if the failure is brought to the attention of Manager and is of a minor or technical nature.

(c) on completion of the sale of all of the Properties, subject to clause 7.4.

(d) if all of the Properties are redeveloped, on the date the redevelopment starts for the last Property, subject to clause 7.5.

(e) if all of the Properties are sold or redeveloped, on completion of the sale of the last Property or the date the redevelopment starts for the last Property (whichever is later) subject to clauses 7.4 and 7.5.

(f) if there is damage or destruction to the Properties so that they are substantially unfit for occupation or if the damage or destruction materially affects the ability of either party to continue to perform the terms, subject to clause 7.6.

7.3 If this Agreement is cancelled, the Owner will pay to the Manager the amount equal to all unpaid Fees and Disbursements costs and other amounts owing to the Manager for the period up to the cancellation date.

7.4 If one of the Properties is sold, this Agreement will end in respect of that Property 1 month after settlement. The Owner must give the Manager not less than 3 months' notice of its intention to sell the Property and if the Owner does not, the Owner will also be liable for the amount equivalent to 6 months' worth of Fees.

7.5 If the Owner intends to redevelop one of the Properties, this Agreement will end in respect of that Property on the date the redevelopment starts. The Owner must give the Manager not less than 6 months' notice of its intention to redevelop the Property and if the Owner does not, the Owner will also be liable for the amount equivalent to 6 months' worth of Fees.

7.6 Upon the damage or destruction of the Properties (so that the Properties are substantially unfit for occupation or where such damage or destruction materially affects the ability of either party to continue to perform the terms) this Agreement will terminate in so far as it relates to those Properties.

7.7 After the End Date or the cancellation date, the Manager will give the Owner the records and other documents and information the Manager has for the Properties.

8. ASSIGNMENT

8.1 The Manager may assign its interest under this Agreement by giving the Owner not less than 20 working days' written notice.

9. NOTICES

9.1 Any notice to be given under this Agreement must be sent to the party at the address or email in the "Agreement Details" (or any updated address or email advised by the party).

9.2 The notice will be served:

(a) if sent by email, when acknowledged by the other party orally or by return email or in writing (unless an automated response, non-delivery notification or error message is received); or

(b) if personally delivered, when received by the other party; or

(c) if posted, 2 working days after it was posted.

10. CONFIDENTIALITY

10.1 The parties will keep the terms of this Agreement confidential but the parties may disclose the terms:

(a) to their directors, shareholders, professional advisers, and financiers on confidential basis;

(b) if required by law; or

(c) if the other party agrees in writing to a disclosure.

10.2 The Manager will keep the Confidential Information confidential but the Manager may disclose the Confidential Information and the terms as necessary to perform the Manager's Duties.

10.3 The Manager will take reasonable steps to enforce the obligations of confidentiality with employees and advisors who have access to the Confidential Information.

11. DISPUTE RESOLUTION

11.1 If a dispute arises in relation to this Agreement, a party may give written notice to the other party specifying the nature and details of the dispute.

11.2 The parties must endeavour to resolve the dispute expeditiously using informal dispute resolution techniques for example mediation or expert appraisal or determination.

11.3 If the parties do not agree within 5 working days of receipt of the notice (or any other period as agreed) to:

(a) the dispute resolution technique and procedures to be used;

(b) the timetable for all steps in those procedures; and

(c) the selection and compensation of the independent person required for such technique,

the parties are to mediate the dispute under the mediation protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc. That organisation is to select the mediator and determine the mediator's compensation. The costs of mediation are to be shared equally by the parties.

11.4 If the parties are unable to resolve the dispute by mediated agreement or otherwise within 20 working days of receipt of the notice, the dispute is to be referred to the arbitration of a single arbitrator under the Arbitration Act 1996. The arbitrator is to be agreed on by the parties or, failing agreement, nominated on the application of either party by the president or vice president for the time being of the Wellington District Law Society. The cost of arbitration will be determined by the arbitrator, whose decision as to costs will be binding on the parties.

11.5 The parties may not commence any court or arbitration proceedings relating to the dispute until they have followed the process in this clause 11.

12. GENERAL

12.1 The parties are responsible for their own costs in relation to this Agreement.

12.2 This Agreement may not be amended except by an agreement in writing signed by both parties.

12.3 No waiver of any breach of this Agreement will be a waiver of any other breach of this Agreement.

12.4 No extension of time for the performance of any duty will be deemed an extension of time for performance of any other duty.

12.5 The Owner indemnifies the Manager against all liability, losses, damages, costs, expenses and similar incurred or suffered by the Manager of or incidental to this Agreement, except where the Manager is negligent.

12.6 The parties agree that because this is a negotiated Agreement between the parties, the terms and provisions of this Agreement will not be construed against the drafting party.

12.7 If any term is invalid or unenforceable, the remaining terms will not be affected and all other terms will be valid and be enforced to the fullest extent permitted by law.

13. DEFINITIONS

Additional Services means any service which is not included in the Manager's Duties and which the Owner requests in writing and Manager has agreed in writing to be provided under this Agreement.

Confidential Information means all information which the Owner discloses to the Manager relating to the Properties or the affairs of the Owner.

Disbursements means all third-party costs, payments and expenses properly and reasonably incurred by or on behalf of the Manager in performance of the Manager's Duties and its other obligations under this Agreement.

Manager's Duties means the duties and responsibilities provided by or on behalf of the Manager under this Agreement. The general scope of the Manager's Duties is managing and controlling the Properties and the specific duties are set out in the "Manager's Duties".

Operating Expenses means all outgoings, operating expenses and other costs for the Properties payable by or which form part of the monthly recurring operating costs for the Properties.

terms means the terms and conditions of this Agreement set out in "Agreement Terms".

working day has the meaning in the Property.

Metro Thorndon Apartments

220 Thorndon Quay, Pipitea, Wellington 6011

Facilities Management Proposal

Presented by Nick Welch – Director

Lloyd Richardson Limited

Level 11, 39 The Terrace

Wellington 6011

11 October 2024

Hi Dave and committee members,

Thank you for giving Lloyd Richardson Limited the opportunity to submit a proposal for facilities management and building maintenance services at Metro Thorndon Apartments, 220 Thorndon Quay, Pipitea, Wellington 6011.

We understand no client is the same, therefore we will provide a tailored approach and service to the management of your property. We pride ourselves on the continued exceptional service we provide our clients by ensuring we fully understand their business and requirements.

Our focus is on delivering a service, that guarantees you a well presented and well-maintained property.

Our processes and approach are built on a flexible framework that can be adapted to suit your requirements at any time. Please reach out if you have any questions about all or part of our proposal.

Cheers,

Nick

BC86157 Committee

REGARDING

220 Thorndon Quay

Pipitea

Wellington 6011

Nick Welch

Director, Lloyd Richardson Ltd

+64 22 544 1845

nick@flick.co.nz

ABOUT US

Moving Forward Together

Lloyd Richardson Limited was established in 1991. From small beginnings the company has grown a significant management portfolio spread across the Wellington region.

The company is owned and operated by Sean Mulholland and Nick Welch, who combine for 35 years of property management experience. Sean founded the company in 1991 and with Nick coming on board more recently, they are responsible for the growth and development of Lloyd Richardson as well as being immersed at a hands-on level.

We have been able to build our company by securing the right people to represent the Lloyd Richardson brand and our values. Our team comprises of six property/facilities managers, and three office and administrative managers. We support our people to develop, both personally and professionally, so that we can continuously deliver exceptional service to our local business partners.

We manage around 55 commercial and industrial buildings across the Wellington region, as well as around 110 residential dwellings. We exclusively offer facilities management services to around 20 large apartment and/or commercial buildings in Wellington.

We offer our clients intimate local knowledge, long-standing networks, and trusted resources. We have excellent, well-established contacts across all areas of the property market, from commercial leasing agents to local tradespeople.

OUR MANAGEMENT STYLES

Strong focus on keeping properties **well maintained**, and very well presented, clean and tidy.

Timely and preventative maintenance provides proven cost savings to landlords and a more **attractive premises** for existing and prospective tenants.

{Client Name}

SERVICES OFFERED

Further to our discussions we are pleased to submit a proposal to you on the facilities management of your building. Our focus is on ensuring you have a **well presented and well-maintained property.**

Lloyd Richardson Limited is pleased to offer you the following

- Arrange all Committee driven building repairs, maintenance, proactive preventative matters, cleaning, graffiti removal etc. as necessary.
- Instruct the body corporate on recovery invoices if/when required.
- Deal with day-to-day queries and facilities related administration as required.
- Approve payment of tradesperson invoices.
- Keep current organised folders for property.
- Organise favourable service contracts for the building from service contractors.
- Keep the building compliant with Building Act requirements.
- Arranging remedials works to obtain the BWOF.
- Organise compliance with Fire Safety and Building Act regulations.
- Offer advice on strategy and planning.
- Keep the records for work.
- Regular property walkthrough/inspections with a critical eye for preventative and reactive maintenance. Report to committee or designated person as required.
- Cross-checking long-term maintenance.
- Promote contractor compliance to Health and Safety requirements.
- Provide program estimates for larger scale maintenance jobs.
- Provide regular reports to the BCC.
- Attendance to AGM + provide the facility managers' report.
- Absolute basic repairs ie adjusting door closers

SERVICES EXCLUDED:

- We don't inspect ALL contractor works directly upon completion as it isn't reasonably practicable for us to do so.
- Preparation of LTMP. We arrange these via a specialist third party.

MANAGEMENT FEES

BREAKDOWN OF OUR MANAGEMENT FEES

FEE TYPE	BREAKDOWN	FEE TYPE TOTAL
Management Fees		
Facilities	$1,850 + GST p/m	
Total Management Fees		**$22,200 + GST p/a**
Project Management Fees (if required)		
Total Project Management	$185-$240 + GST per hour or by negotiation	**By negotiation. No work until pre-approved.**
Administration Fees		
Total Account Set Up	$1,950 + GST	**$1,950 + GST**

INFORMATION ABOUT OUR MANAGEMENT FEES

MANAGEMENT FEES

Based on the advised scope of works, in addition to our knowledge of the time and attendance required to successfully manage the facilities of similar buildings, our management fee would be $1,850 + GST per calendar month. Management fees can be altered by agreement between both parties, and reviewed annually by Lloyd Richardson

CONSULTANCY AND PROJECT MANAGEMENT FEES

If our services were required to assist in managing a project, we will drive your project from start to finish. This service requires additional fees to our standard fees above and would only be undertaken on request with pre-approved fees. Some example situations of when these fees would apply are for managing projects such as replacing the apartment windows or re-roofing. Hourly rates vary depending on level of seniority/expertise and will be pre-agreed before any costs are incurred.

ADMINISTRATION FEES

The setup fee is to establish the property files. This covers a substantial amount of work in verifying the initial facilities management information, documentation received and establishing organised records. This also includes the initial receipt and updating or conversion of spreadsheets, work logs and health and safety logs.

NB: We add no margin into any building disbursements that incur. The only additional fees to those mentioned above would be for project type work (e.g. major capital works exceeding $7,500 in value ie upcoming cladding works). Any fees for this type of work would be agreed with you at the time.

PROPOSAL

KEY DETAILS

PREMISE

220 Thorndon Quay, Pipitea, Wellington 6011

COMMENCEMENT DATE

x

TERM

Two years

MANAGEMENT FEES

To provide the services as provided by the contract between Thorndon Metro Apartments Body Corporate 86157 and Lloyd Richardson Limited will be $1,850 monthly + GST. Additional one-off fees may apply in line with the management fees table.

PAYMENT OF CONTRACTOR INVOICES

Lloyd Richardson Limited would expect contractors to be paid promptly on production of invoice.

TERMINATION

This Agreement may be terminated by 90 days written notice by either party, in the event of an unresolved dispute where both parties have entered into good faith discussions without being able to resolve the dispute.

BC86157 Committee

REGARDING

220 Thorndon Quay

Pipitea

Wellington 6011

AGREEMENT

If appointed, upon that commencement of this agreement, Thorndon Metro Apartments Body Corporate 86157 acknowledges that Lloyd Richardson Limited is authorised to act as your agent. Thorndon Metro Apartments Body Corporate 86157 will reimburse Lloyd Richardson Limited in accordance with our terms for payment, for amounts properly and reasonably incurred within your authority. Additionally, Thorndon Metro Apartments Body Corporate 86157 will indemnify Lloyd Richardson Limited for any actions taken on your behalf as your agent, as long as those actions are not incurred negligently.

This is a strictly private, confidential, and exclusive Agreement between the Parties. For the avoidance of doubt, this Agreement shall only apply to the premise, 220 Thorndon Quay, Pipitea, Wellington 6011.

Please review our proposal and sign in the allocated area below. If agreeable with the management service as set out above, upon returning the signed copy we will then arrange a checklist of items to attend to.

Approval of Lloyd Richardson Limited Proposal

Executed by

LLOYD RICHARDSON LIMITED
NZBN 9429047982635

by a duly authorised representative:

Nick Welch

11 OCTOBER 2024

Executed by

METRO THORNDON APARTMENTS BODY CORPORATE 86157

by a duly authorised representative:

Authorised Representative

Signed:______________________________

Name: ______________________________

Date: ______________________________

Debt Collection Process – Oxygen

Oxygen operates a 4-step debt collection process through our dedicated Body Corporate Management software.

It involves the following:

- Step One: A manual reminder notice is sent on the 7th day after the due date of the levy,(eg if the levy is due on the 1 January, the first manual levy reminder is sent on the 7th of the month or next business working day) this is to ensure that owners have the opportunity to make their payment without interest being added

- Step Two: A Stage 1 reminder notice is sent to the debtor by the 7th of the following month (Eg If the levy was due on the 1 January and the owner has not paid by the 7th February, a stage 1 reminder notice is sent to the owner). Stage 1 letter includes a debt collection charge of $75.00 including GST, which is charged to the debtor, but is recoverable and is payable by the Body Corporate to Oxygen for debt collection under the service agreement.

- Step Three: A Stage 2 reminder notice is sent to the debtor 7 days after stage 1 reminder letter if no progress has been made. Stage 2 letter includes a debt collection charge of $140.00 including GST, which is charged to the debtor, but is recoverable and is payable by the Body Corporate to Oxygen for debt collection under the service agreement.

- Step Four: A Stage 3 (final notice) notice is sent to the debtor 7 days following stage 2 if no progress has been made. Stage 3 letter includes a debt collection charge of $253.00 including GST, which is charged to the debtor, but is recoverable and is payable by the Body Corporate to Oxygen for debt collection under the service agreement.

In between Stage 1 through to Stage 3 we will also make every effort to contact the debtor through e-mail, letter or telephone call to ensure that we in fact have their correct contact details. Following Stage 3 if we have been unable to contact the debtor or obtain a suitable arrangement to resolve the arrears, we will have a discussion with the Committee regarding whether to proceed Tribunal to recover the arrears.

Asbestos – Your obligations as a Body Corporate

The Health and Safety at Work (Asbestos) Regulations 2016 require a Person Conducting a Business or Undertaking (PCBU) to identify all materials within a workplace which may pose a risk of exposure to respirable asbestos fibres.

The deadline for ensuring your compliance with this regulation is April 2018 as the two year grace period expires.

Body Corporates as a PCBU are responsible for ensuring the health and safety of anyone involved with or affected by work at your property (including any tenants). In the result of any incident you are liable. This includes specific responsibilities around asbestos. Any time a tradesperson such as an electrician or a plumber enters the property to undertake work, you are responsible for any safety issues that may result from existing asbestos.

Body corporates need to familiarise themselves with the hazards and risks associated with their property and ensure any risks are managed effectively. Presence of asbestos poses risks for anyone undertaking work on your property.

If you know, or ought reasonably to know, that there is a risk of exposure to respirable asbestos fibres on your property, you must take action to comply with your obligations under the law.

The first step is to get your property checked for asbestos.

Oxygen recommends the following scope of works be undertaken;

- Review available records of any asbestos material removal documentation and audits undertaken at the site;

- Undertake an Asbestos Materials Inspection at the nominated site by an accredited specialist testing contractor

- Prepare an Asbestos Materials Register for the site and make comments for ongoing management of the asbestos materials.

In the event Asbestos is identified, you need to make sure you have investigated the risk of exposure so you can prove you have taken all reasonable steps to mitigate risk for any tradespeople and tenants.

Some asbestos materials can be simply identified and left in place if they are in a stable condition and “encapsulated”, however, friable asbestos must be removed professionally for the safety of your tenants and any tradespeople who may enter your property.

If the identified asbestos is stable and can be left in place, it’s your responsibility as a Body Corporate (PCBU) to ensure it is maintained in a good state.

If you are going to have any work done on the property, the Health and Safety at Work Act introduces further obligations requiring that you keep a written asbestos management plan. This plan will clarify and confirm the steps you have taken to identify and mitigate the risk that the asbestos poses to any workers coming into your property.

WorkSafe New Zealand therefore recommends that you prepare a plan in advance so that your legal obligations are covered in the event of any work needing to be done.

The plan must include information on:

- Identification of asbestos
- Decisions and reasons for decisions about management of the risk
- Procedures for detailing incidents
- Information on any workers who carry out work involving the asbestos, including their training, roles and responsibilities, and health monitoring.

This plan must be kept up to date and reviewed. It also must be made available to anyone who may be carrying out work on your property.

An asbestos management plan also need to be put in place to cover all areas of a property where the presence of asbestos can be presumed. For example, if you have two walls that are exactly alike and wall 1 has been identified as containing asbestos, wall 2 can be presumed to contain asbestos also.

Reference: SCANZ201

Template: Register of Interest - Committees

See SCANZ200 - Best Practice Guide: Conflicts of Interest for Committees and Body Corporate Managers when completing the template.

As an SCA (NZ) member, please keep the SCA (NZ) logo on the document header to advise this is an industry used template.

Metro Thorndon Apartments 86157

Register of interests – Committee members

It is recommended this be read and completed in conjunction with the "*SCA Conflict of Interest Best Practice Guideline; For Committees and Body Corporate Managers*".

The Committee member with a financial conflict of interest may complete columns 1 to 4 (or the Committee may wish to). The Committee completes columns 5 and 6.

1	2	3	4	**5**	**6**
Name of Committee member	**Body Corporate matter** being considered by the Committee that triggers the Committee member's financial conflict of interest – *"matter" as defined in section 114C(5) Unit Titles Act 2010*	Nature and extent of the **Committee members' financial conflict of interest** – *as defined in sections 114C(3) and (4) Unit Titles Act 2010*	**Date** financial conflict of interest disclosed by the Committee member to the Committee	Has there been a breach of *section 114C* (disclosure of the conflict), or *section 114D* (voting on the matter) *Unit Titles Act 2010*? **YES or NO**	**If YES – Date** the Committee notified the breach to the Body Corporate *under section 114E Unit Titles Act 2010*
[insert Name of Committee Member]	[insert Body Corporate Matter]	[insert Committee member's financial conflict of interest}		[insert YES or NO Result]	