



**Manager**

First Street Body Corp Management Ltd (FSBCM)  
P O Box 318332  
Westpark Village  
Waitakere 0661  
Ph: 09 417 0005  
Fax: 09 416 6673  
[bc@firststreet.co.nz](mailto:bc@firststreet.co.nz)  
[www.firststreet.co.nz](http://www.firststreet.co.nz)

**Complex**

BC 349938 – 30 Heather Street, Parnell

**Unit Title Development/Plan Number**

DP349938

**PRINCIPAL TERMS**

**Term, Commencement Date**

Initial 24-month term commencing on date of this agreement

**Renewals, Payments**

Rolling renewal after initial 24-month term for further term of 12 months each

Payment terms, monthly in advance

**Notice to Terminate**

Either the Manager or the Complex may elect to cancel this agreement at any time upon one (1) months' written notice.

All fees and disbursement payable under this agreement shall be paid in full by the Complex to the end of the relevant term.

**Manager Contact Details for Notice**

First Street Body Corp Management Ltd  
[manager@firststreet.co.nz](mailto:manager@firststreet.co.nz)

09 417 0005  
Unit 17 Clearwater Cove  
Westpark Village  
West Harbour  
PO Box 318332  
Westpark Village

Waitakere 0661

Complex Contact Details for Notice

C/o current Body Corporate Chairperson's email  
address

**Management Fee Review**

On each anniversary of the commencement date:  
increased by the annual percentage increase in the  
consumers price index (CPI). Should the CPI decrease,  
the fee will remain the same as it was in for the  
previous term

**Rates**

(Note: All Rates are subject to CPI increase)

*Schedule 1 Services (Base Fee)*

\$12,350 including GST per annum plus  
disbursements

Note: The Base Fee excludes Schedule 2 Additional Services and Schedule 3 Debt Collection Charges  
which will be charged separately.

Additional Services

As per the rates set out in Schedule 2

Debt Collection Charges

As per the rates set out in Schedule 3

## **TERMS USED:**

*Act:* means the Unit Titles Act 2010 and includes any amendments or subordinate regulations.

*Complex:* means the multi-unit property and its group of Owners whether constituted as a Body Corporate under the Act, Cross Lease, Syndicate, Association, Residents' Society or Corporation, and in relation to issuing instructions or providing approval to the Manager under this agreement includes any committee or person authorised to act on its behalf.

*Committee:* means a committee duly appointed by the Owners under the Unit Titles Act, or other legislation or constitution regulating the affairs of the Complex.

*Authorised Signatory:* the person signing this agreement on behalf of the Complex.

*Owner:* means a registered proprietor of a unit, or owner of shares, or member of an incorporated society in the Complex.

*Working Day:* means any day of the week other than Saturday, Sunday, Auckland Anniversary Day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Matariki, the Sovereign's Birthday, Labour Day and any day commencing on the 24 December and ending on 5 January.

## **GENERAL TERMS**

### **Authority**

- 1 The Authorised Signatory warrants that he/she is authorised to sign this Agreement on behalf of the Complex and that all necessary resolutions have been passed under the Unit Titles Act, other legislation, or constitution regulating the affairs of the Complex.
- 2 Where authorised by the Committee, the Committee warrants that it has the necessary delegated authority to enter into this Agreement and to instruct the Manager in relation to the additional services contemplated in Schedule 2 and 3.
- 3 The Manager has agreed to perform the functions and duties as per the Services set out in Schedule 1
- 4 The Manager has agreed to perform other functions and duties as per the Additional Services set out in Schedule 2 as it may be instructed to do from time to time in consideration of the Additional Service rate and costs (also set out in Schedule 2).
- 5 The Manager will only act in accordance with this Agreement or on receipt of direct instructions from the Complex.
- 6 The Manager is entitled to rely on instructions communicated to it by the Chairperson, Committee or in the case of a corporation by its appointed representative of the Complex in reliance on the fact that all necessary resolutions have been passed under the Unit Titles Act, other legislation, or constitution regulating the affairs of the Complex and without further investigation into such authority.

- 7 The Manager is authorised as agent for the Complex to obtain quotes and negotiate competitive prices for the budgeted expenses of the Complex or other services required by the Complex from time to time.
- 8 The Complex and any appointed Chairperson or Committee remains responsible for performance of their statutory duties, any Memorandum of Lease, Constitution, Covenants or otherwise. The Manager does not assume any such responsibility, or responsibility generally, The Manager's role and responsibilities are confined to the services provided for in this Agreement.
- 9 The Manager will at all times comply with the Act, its regulations, the Operational Rules/Bylaws/Constitution of the Complex, the Code of Conduct for body corporate managers contained in Schedule 1B of the Act and any other legislation, as applicable to it as Manager.

#### **Communication and Performance Review**

- 10 The Manager will endeavour to respond to all telephone calls and urgent emails within 1 working day.
- 11 Non-urgent or general enquires, received by website, email or mail will be responded to within 2 working days.
- 12 Minutes of general meetings will be prepared and distributed to all Owners within 10 working days.
- 13 Minutes of Committee meetings will, as required, be prepared and distributed to all Committee members within 10 working days and made available to Owners as required by the Act.
- 14 Where the Committee holds a meeting (whether in person, remotely or by email) without the involvement of the Manager, the Committee must prepare a meeting agenda and set of meeting minutes and provide the agenda and minutes to the Manager within 10 working days from the meeting, in order that they are available to Owners as required by the Act.
- 15 Upon request from the Chairperson, Committee members, or appointed representative of the Complex (as the case may be), the Manager will provide, within a reasonable timeframe, an update on its performance of a particular Service or Additional Service it is providing.
- 16 The Manager will meet with the Chairperson, Committee members, or appointed representative of the Complex (as the case may be), at least once a year during the term of this Agreement to discuss the Manager's performance of the Services and Additional Services, and the parties shall confer in good faith to resolve any performance issues raised. At the meeting the parties will discuss the Manager's performance of the key performance targets (those with time frames) and any other performance matters raised.
- 17 Where a meeting is held virtually, the Manager will endeavour to provide a stable access for all parties to attend but will not be held accountable for any failures in access, systems or connection services which are outside of their control.

- 18 The parties agree that emails, faxes and scanned / captured documents and signatures shall be binding on each of them. The parties agree that all agreements may be entered into by counterparts.

### **Payments**

- 19 The Manager will pay budgeted accounts due to be paid by the Complex as they fall due from Complex funds (for example, budgeted gardening, repairs, electricity and insurance).
- 20 Any other accounts not included in the approved annual budget will not be paid without the prior approval of the Complex.
- 21 No margin, additional cost or undisclosed benefit shall be charged or taken by the Manager in respect of budgeted expenses.
- 22 The Complex will pay the Manager the Management Fee in full and without deduction or set-off monthly in advance within 10 working days of receiving a valid tax invoice.
- 23 Where the Manager for any reason expends its own funds for budgeted expenses, the Complex will promptly refund the Manager. The Manager will seek authorisation from the Complex prior to implementing any such refund. Such expenditure shall be a debt due and owing by the Complex to the Manager within 10 working days of being notified in writing of the facts and circumstances of the payment from the Manager's funds.
- 24 The cost of recovering any monies due to the Manager under clauses 22 and 23 may be recovered in full on an indemnity basis, including the cost of instructing legal representatives.

### **Handover**

- 25 In the event of termination by either party in accordance with this agreement or as may otherwise be ordered by the tribunal or Court, the handover fee in Schedule 2 will apply.
- 26 The Manager will within a reasonable time of termination of the Agreement:
- a. Return to the Complex, or any nominated person as advised by the Complex, all documents, records and information relating to the Complex held by the Manager; and
  - b. Notify the bank(s) holding the Complex's bank account(s) that the Manager no longer has authority to operate the bank account(s), and (where applicable) return any funds held by the Manager to a bank account nominated by the Complex

### **Authority and Indemnity**

- 27 The Manager is authorised to sign certificates of correctness attached to Disclosure Statements for and on behalf of the Complex. The Manager may act as the contact person, including as the sole contact person for the purposes of the Incorporated Societies Act 2022, and may undertake all administrative tasks required under that Act of a Society in respect of its obligations to the Registrar.

- 28 The Complex indemnifies the Manager from and against claims which may be made against it or loss suffered by it arising out of, or in connection with the Manager acting on instructions from the Complex.
- 29 Any contractors appointed by the Complex shall not be construed as being agents of the Manager, and the Manager shall have no responsibility for the acts or omissions of any contractors appointed by the Complex.
- 30 Unless otherwise agreed, or if this agreement is terminated and records handed over, the Manager will retain and store in hard copy or electronic format at its own cost the Complex records for a period of seven years. Files that are older than seven years which the Complex requests be retained shall then be stored with an appropriate third party service provider and charged to the Complex as a disbursement. The Manager will at the request of the Complex provide scanning services for hard copy files at the rate included in Schedule 2 for general time and attendance to secure files electronically before disposal. Where applicable the Complex shall advise their intent within 30 days of written advice from the Manager on addressing historic files outside the seven-year period and unless otherwise advised the Manager shall be authorised to dispose of such files without a requirement to scan them. It will be the Complex's responsibility to ensure that the Manager has up to date contact details for the Complex under this clause, the Manager may send communications to the last notified contact details of the Complex and they are deemed received on sending.

#### **Privacy Policy**

- 31 The Manager holds all personal information as the agent for the Complex and has been engaged to manage records in accordance with the legislative requirements of the governing legislation for the Complex (i.e. Unit Titles Act 2010, Memorandum of Lease, Constitution, Covenants, Incorporated Societies Act 2022, and Incorporated Societies Act 1908 where it is still in force, etc).
- 32 The Manager will not share Owners' details except in accordance with the above requirements or with the person's express consent.
- 33 If a meeting of the Complex or its Committee is recorded for the purpose of assisting with the preparation of the minutes, all attendees will be advised of this. The recording is the sole property of the Manager and will not be released to any party and will be deleted as soon as the minutes are finalised.

#### **Costs**

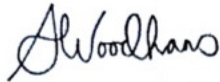
- 34 Each party will pay its own costs incurred in the preparation, negotiation and executive of this Agreement.

#### **Confidentiality**

- 35 Either party shall be entitled to advise third parties of the existence of this Agreement and that the Secretary is providing services to the Complex pursuant thereto, but neither party shall without the prior consent of the other party disclose any of the terms of this agreement except:
- a) To the extent required by law; or

- b) In respect of either party to the extent that may be necessary or desirable to enable that party to fulfil its functions or perform its obligations under this Agreement
- c) To any owner being a member of the Complex.

Note: Rates are subject to change and CPI Increase.



Signed:

Name: Sarah Woodhams, Director First Street Body Corp Management Ltd

Date: 1 November 2024

on behalf of the Complex as the Authorised Signatory :

Complex: BC 349938

Address: 30 Heather Street, Parnell, Auckland 1052

Signed:



Date:

5 Nov 2024

## **SCHEDULE 1 SERVICES**

### **General**

- 1 The Manager will receive reports from the Committee / Complex and distribute them to Owners.
- 2 Owners can request a copy of the annual budget from the Manager at any time. Owners can also request a copy of a report showing actual income and expenses as compared to budgeted income and expenses at any time (but no more than once per calendar month per Owner).
- 3 Owners can also request copies of the bank statements for the Complex at any time (but no more than once per calendar month per Owner).
- 4 The Manager will notify the Owners and Committee of any delegation, duty or power delegated to the Committee by the Owners.

### **Meetings**

- 5 The Manager will issue notices of intention to hold Annual General Meetings ("AGMs") and Extraordinary General Meetings ("EGMs").
- 6 The Manager will prepare agendas for AGMs and EGMs.
- 7 The Manager will attend AGMs and EGMs either in person or virtually.
- 8 The Manager's role at an AGM or EGM is to check that a quorum is achieved prepare minutes and distribute as required by the Act, and to support the meeting Chair, or to act as the Chair of the meeting if the Complex resolves accordingly.
- 9 The Manager will record resolutions voted on and whether they were passed.

### **Meetings included as part of your Standard Services Agreement**

- 10 Two (2) General Meeting(s) per annum.
- 11 One (1) Resolution without a General Meeting/resolutions in lieu of a meeting.
- 12 Two (2) Committee meetings per annum. Additional committee meetings can be negotiated on an as-needed basis.

Note: The management services required for any additional meetings or any Resolutions under 11 may be charged as an additional service (see Schedule 2) including any re-convened General Meetings.

### **Bank Accounts, Financial Statements and Budgets**

- 13 The Manager will establish an operating account and any long-term maintenance fund, contingency or capital works funds ("Funds") required to be held by the Complex. All accounts shall be interest bearing where possible. All interest earned by the Complex (less any Resident Withholding Tax payable – RWT) shall be retained by the Complex for its own benefit.



- 14 The Manager will operate the operating account and Funds in accordance with Complex's instructions.
- 15 The Manager will prepare annual financial statements, draft budgets, profit and loss statements for the Complex for submission and approval at each AGM (or EGM as applicable). Where the relevant legislation requires, shall register the annual accounts.
- 16 The Manager shall submit the Complex's financial statements to an independent auditor or accountant as required by the Complex.
- 17 The Manager will Calculate, bill and collect annual levies (up to four instalments p/a).
- 18 The Manager will code invoices received, follow approval processes as agreed and make prompt payments to creditors.
- 19 The Manager will complete Income Tax returns within required timeframes and GST returns if applicable.

#### **Insurance**

- 20 The Manager will arrange insurance for the Complex in accordance with Section 15(b-e) of the Unit Titles Act and obtain pricing from more than one insurer.
- 21 The Manager will arrange for an annual insurance valuation by a registered Valuer in accordance with Section 6 of the Unit Titles Act.
- 22 The Manager will complete claims processes for common area issues when applicable.
- 23 The Manager will provide direction and general guidance to Owners with individual insurance claims relating to their units, where a claim falls under the Complex's insurance cover.

#### **Property Maintenance**

- 24 The Manager may arrange for and administer the general maintenance and upkeep of the common property by prior agreement with and instruction of the Complex.
- 23 The Manager will arrange / schedule the Complex's long-term maintenance plan on instruction of the Complex.
- 24 The Manager will liaise with and co-operate with the Complex's Building Management (if one is appointed by the Complex) to ensure that the Complex is maintained to the highest standard at all times.

#### **Levies and Debt Collection**

- 25 The Manager will issue Owners with invoices for levies (maximum of four levy instalment invoices issued per annum) for their contributions to the operating account and Funds, and any special contributions for and on behalf of the Complex. Payments will be receipted to oldest debt first unless expressly advised that payment applies to a specific invoice.

- 26 The Manager will undertake debt collection in respect of any unpaid contributions in the manner specified in Schedule 3.
- 27 Any costs incurred by the Manager in collecting unpaid contributions will be billed to the Owner in default. However, the Complex remains primarily responsible to the Manager for payment of these costs / charges. If these costs/ charges are unable to be collected from the defaulting Owner within a reasonable time, the Complex shall pay these costs to the Manager.

#### **Register of Owners**

- 28 The Manager will maintain the register of current Owners and their contact details for the Complex as advised to it from time to time.
- 29 Owners are responsible for notifying the Manager of updates or changes to their details within a reasonable time.

#### **Conflict Registers**

- 30 The Manager will hold the Committee conflict register and the Manager conflict register as provided to it from time to time.

#### **Disputes**

- 31 Resolution of disputes between the Complex and third parties of a minor nature are included in the Services. Once these escalate and require a more serious dedication of resources by the Manager, the Manager will notify the Complex that further attendances will need to be charged as Additional Services at the Additional Services Rate as specified in Schedule 2.

#### **Health & Safety**

- 32 The Complex acknowledges that it has duties as “a person conducting a business or undertaking” (“PCBU”) under the Health and Safety at Work Act 2015 (“HSWA”), which cannot be delegated. The Manager is not responsible for the actions and / or omissions of the contractors.

#### **Changes to the Complex Rules/Constitution/Bylaws**

- 33 These are not included. The Manager can assist with the process of proposing and implementing changes to the rules as an Additional Service as specified in Schedule 2.

#### **Web Portal**

- 34 The Manager will provide access to an online information tool (Web Portal service) as part of the Management Fee.
- 35 The Web Portal service provides the Committee and Owners with the right to use an online platform where they may receive information relevant to the Complex including:
- a) Operational rules
  - b) Annual financial statements and budgets

- c) Minutes of AGMs and EGMs
- d) Minutes of Committee meetings (subject to Committee approval)
- e) Insurance information

- 36 The use, and access to, the Web Portal service will be subject to the terms and conditions found on the site: The Manager reserves the right to remove or restrict access of any person in breach of these terms and conditions.
- 37 The Manager will provide, at no charge, access to all relevant material via the Manager's website portal for the purposes of the Owner preparing a Pre-Contract Disclosure Statements. For the sake of clarify Pre-Contract Disclosure Statements are not completed by the Manager but by the Owner of the unit.

## SCHEDULE 2 - ADDITIONAL SERVICES

### Additional Services Rates

1 Except as otherwise specifically stated in 2 below, the Manager will perform Additional Services, as instructed from time to time at a rate of:

- a) \$225.00 per hour plus GST for a senior staff member; and
- b) \$150.00 per hour plus GST for matters requiring general administration

This applies to all additional meetings and/or resolutions and includes re-convened general meetings and Resolutions Without a Meeting.

2 The following rates apply to the below services:

- (a) MYOB software license of \$350 plus GST per annum.
- (b) Bank fees of \$450 plus GST per annum for up to 4 individual bank accounts in BC name.
- (c) Section 147 Pre-Settlement Disclosure Statement/Certification:
  - i) Where requested on 2+ working days' notice - \$450.00 plus GST
  - ii) Where urgent (i.e. where requested on less than 2 working days' notice) - \$600.00 plus GST
  - iii) Certificate of Indebtedness only - \$300 plus GSTThese costs will be charged to and paid for by the Owners directly in advance of the service being provided.
- (d) Attendance at Tenancy Tribunal/Court/Mediation/Arbitration : \$150.00 plus GST per hour, plus any disbursements;
- (e) Audit costs - Administration charges will be applicable for time and attendance to prepare and supply documentation to the auditors when a Complex requests an audit to be carried out. The minimum fee for any audit undertaking is \$150 plus GST per hour, plus disbursements;
- (f) Additional Ledgers, Cost Centers or Utility interest sets will incur an additional annual fee of \$1,000 plus GST for each one plus disbursements;
- (g) Handover charges on termination or cancellation of this contract, a handover fee of \$600 plus GST plus any disbursements will be payable to collate, reconcile, close off and transfer all data;
- (h) An administration fee of \$25 plus GST will be payable for any on charges to Owners and will be charged to Owners directly for payment;
- (i) A charge of \$225.00 plus GST will be charged directly to Owners for any breach notice served on that owner.
- (j) If an owner has established a direct debit facility for levy payments and a payment is dishonoured an administration fee of \$25 plus GST will be payable by the Owner.

3 Any additional charges dependent on time and attendance will be disclosed to the Complex with as accurate an estimate of the total cost for the Complex to approve prior to commencement of the additional services. Disbursements are additional unless a set fee is specified without reference to disbursements (weekend and after hours work may require double time rates).

**Postage and Courier charges**

- 4 Postage and courier will be on-charged at the rate they are incurred. Printing and photocopying will be charged at the current printer supplier rate

**Litigation, mediation and MBIE Matters**

- 5 The Manager will at the request of the Complex assist in relation to Litigation, Mediation and MBIE matters in which the Complex is involved, including collating and preparing information required and attending any meetings with the Complex consultants and advisors in so far as they are reasonably able to do so at the Additional Service rate.

**Leaky Building or Remediation Consulting**

- 6 The Manager has administrative experience in dealing with leaky building claims and remedial repair projects which can be carried out at the request of the Complex from time to time at the Additional Services rate.

**Project Management**

- 7 The Manager has administrative experience for project management and can provide this service as required at the Additional Services rate.
- 8 Regular site visits to meet contractors and assist with administrative site coordination can also be provided as required at the Additional Services rate.

**Ownership Interest or Utility Interest Reassessment**

- 10 The Manager can assist the Complex with the process to reassess ownership interests or utility interests as per the Act, including liaising with the Complex's legal advisor and any other experts (valuer etc) engaged by the Complex to assist. Charges will be billed at our time and attendance rate.

Note: Rates are subject to change and CPI Increase.

### SCHEDULE 3 OVERDUE LEVIES AND OTHER COSTS

Any overdue levies or costs resolved to be recoverable from a proprietor will on the instruction of the Complex proceed to the following debt collection process and associated costs:

**7 days AFTER the due date of the levy instalment – A friendly reminder in writing** will be issued, with payment due date, no charges will apply.

**14 days AFTER the due date of the levy instalment – A demand letter** will be issued alongside a non-refundable debt collection administration cost of \$150.00 including GST plus disbursements will apply.

**35 days AFTER the due date of the levy instalment – A lodgement of debt collection letter** will be issued to the defaulting Owner alongside a non-refundable debt collection administration cost of \$500.00 including GST plus any disbursements. Should the outstanding levies and/or debts still remain unpaid then, on instruction of the Complex, the manager will facilitate making a claim in the relevant Court or Tribunal. While any associated costs will be claimed from the defaulting Owner including but not limited to; filing fees, legal and/or other representation, time and attendance of the Manager, the Complex will be responsible for these costs as a disbursement in the first instance.

Note: Rates are subject to change and CPI Increase.