

BODY CORPORATE NUMBER 559725 (CANTERBURY LAND REGISTRY)
Maltworks Terraces, Stead and Wheatsheaf Lanes, Heathcote Valley, Christchurch 8022

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Annual General Meeting of the Unit Owners of the Body Corporate will be held on
Tuesday, 12 November 2024 in the Boardroom, 76 Moorhouse Avenue Christchurch commencing at 04:00 PM.
Zoom meeting included in email.

IMPORTANT NOTES

1. A vote cannot be counted at an AGM or an EGM if there are any monies owing on the Unit being voted for.
2. Provided there is a legal quorum of 25% of the Units at a Body Corporate Meeting, all Resolutions passed thereat become legally binding upon every Unit Owner.
3. If a Body Corporate Meeting fails to achieve its quorum, it is necessary to adjourn the Meeting until the same day one week later. Please take one of the four steps listed below to avoid the inconvenience of re-convening one week later, as well as the associated unwanted costs.

THEREFORE PLEASE DO ONE OF THESE THINGS

- a. Ensure that you attend in person if you are the sole Unit Owner of your Unit, OR
- b. Ensure that your Company (if it is the Unit Owner) completes and lodges the enclosed Company Representative Form with PBCS and that the Representative attends in person, OR
- c. Ensure, where a Unit has more than one person named on the title - i.e. where there are Joint Unit Owners, that your Unit is represented by a properly appointed Proxy who may be one of the Joint Unit Owners (a Proxy Form is enclosed), OR
- d. If your Unit cannot be represented as a result of (a) to (c) above, there is the option to EITHER appoint another person as your Proxy OR lodge a Postal Voting Form. A Proxy Form and a Postal Voting Form is enclosed. A correctly completed Proxy Form counts for Quorum purposes (as long as the Proxy does attend) and a correctly completed Postal Voting Form also counts for Quorum purposes.

AGENDA

1 ATTENDEES

Identification of Attending Unit Owners, Proxies, Unit Owners voting by Postal Votes, Recording of Apologies, Determination of Quorum.

2 MEETING CHAIR

Election of a Chairperson and Minute Secretary for this meeting and any adjournment thereof. It is suggested that a representative of Pitcaithly Body Corporate Services Limited (PBCS) (the Manager of the Body Corporate) be elected to perform these two functions.

3 CONFLICT OF INTEREST

Any conflict that has been declared.

4 MINUTES

Confirmation of Previous Minutes. To consider, and if thought fit, to pass (with or without amendment) the following as an Ordinary Resolution:

"*THAT*, the Minutes of the AGM held on 14/11/2023, having been previously circulated to Unit Owners, be and are hereby confirmed."

5 BODY CORPORATE CHAIRPERSON

Every Body Corporate is to elect a Body Corporate Chairperson. A Nomination Form for the purpose of this election has been sent to Unit Owners. No nominations were received by the closing date. It might, therefore, need to be recorded that this BC was unable to elect a BC Chairperson despite the fact that nominations were called for as required

6 NOT TO FORM A BODY CORPORATE COMMITTEE

The BC has two options concerning a formal BC Committee these are set out below Resolution not to form a BC Committee and the next agenda item (Establishment of a BC Committee).

Resolution not to form a BC Committee. A Special Resolution can be passed pursuant to Section 112(2) to not form a BC Committee. If such a Resolution is passed, it will remain effective until changed at a future General Meeting. A Resolution to make a decision not to form a BC Committee is set out hereunder. This Meeting, therefore, may wish:

To consider, and if thought fit, to pass (with or without amendment) the following as a Special Resolution:

"*THAT*, pursuant to Section 112 of the Unit Titles Act 2010 and by virtue of this Resolution, this BC has decided not to form a Body Corporate Committee"

7 ESTABLISHMENT OF BODY CORPORATE COMMITTEE

Thanks are expressed to Deborah Ocheduszko (PU8, 25 Stead Lane), Philippa Elliott (PU9, 5 Stead Lane), Stuart Columbus (PU20, 22 Wheatsheaf Lane), Trevor Simpson (PU29, 4 Wheatsheaf Lane) for their time in the role of Body Corporate Committee Members. The Body Corporate Committee may wish to address the meeting to present a Committee Report.

Resolution to establish a BC Committee. Provided a Special Resolution was not passed under the previous agenda item a Body Corporate of 9 or fewer principal units may choose to form a body corporate committee. However a Body Corporate of 10 or more principal units must form a Body Corporate Committee. The Body Corporate must first decide by Ordinary Resolution how many members the Body Corporate Committee must have and the number of members required to constitute a quorum.

A. To consider, and if thought fit, to pass (with or without amendment) the following as an Ordinary Resolution:

"*THAT*, pursuant to Section 24(1)(a) of the Unit Titles Act 2010 and by virtue of this Resolution, this BC has decided that a Body Corporate Committee shall be made up of X members *AND THAT* quorum for Body Corporate Committee meetings shall be set at Y".

B. Election of BC Committee Members. Please note that this election is equivalent to a "First Past the Post" election whereby the number of Committee members will be filled by those nominated if fewer nominations than positions are received.

A Nomination Form for the purpose of this election has been sent to Unit Owners. Nominations were received for Deborah Ocheduszko (PU8, 25 Stead Lane), and Philippa Elliott (PU9, 5 Stead Lane), an election will be held at the meeting to fill the number of positions as agreed in A. above.

8 DELEGATION OF DUTIES AND POWERS TO THE BODY CORPORATE COMMITTEE

If a Body Corporate Committee is formed: To consider, and if thought fit, to pass (with or without amendment) the following as a Special Resolution:

"*THAT*, pursuant to Section 108 (1) of the Unit Titles Act 2010 and by virtue of this special resolution, the Body Corporate does hereby delegate the following duties and powers to the Body Corporate Committee:

- a. to maintain the register of unit owners; and
- b. to prepare the agenda for each general meeting; and
- c. to chair each general meeting (unless it is agreed at the start of a general meeting that another person will chair that meeting); and
- d. to prepare minutes of each general meeting; and
- e. to record resolutions voted on and whether they were passed; and
- f. to keep financial accounts and records; and
- g. to distribute reports from the body corporate committee to unit owners; and
- h. to sign documents on behalf of the body corporate; and
- i. to prepare and issue notices of resolutions to be passed without a general meeting; and
- j. to notify unit owners of the result of any vote on a resolution to be passed without a general meeting; and
- k. to notify all unit owners of any delegation of a duty or power by the body corporate to the body corporate committee under section 108 of the Act; and
- l. any other duties relating to the administration of the body corporate that the body corporate has decided by ordinary resolution to confer on the chairperson

AND for the avoidance of doubt, the duties specified above are in addition to those conferred elsewhere by the Unit Titles Act 2010 or the Unit Titles Regulations 2011."

9 MANAGEMENT CONTRACT

Due to amendments to the Unit Titles Act, it is now a statutory requirement that all Bodies Corporate enter into a Management Agreement for Body Corporate Management Services.

To consider, and if thought fit, to pass (with or without amendment) the following as an Ordinary Resolution:

"*THAT*, the Body Corporate hereby enters into the attached Body Corporate Management Agreement between Pitcaithly Body Corporate Services Limited and Body Corporate Number 559725".

10 30 YEAR LONG TERM MAINTENANCE PLAN APPROVAL

The Unit Titles Act requires that a body corporate must establish and regularly maintain a long-term maintenance (LTM) plan and that a body corporate must carry out a review of its plan at least once every 3 years.

At the last AGM it was resolved that the Body Corporation engages Plan Heaven to extend the Long Term Maintenance Plan to a 30-year LTM Plan.

Please find enclosed a copy of the draft 30 Year Plan Heaven LTM Plan which this Body Corporate set aside funds to have produced at the last years AGM. The contents and funding of the 30-year LTM Plan will be up for discussion at the meeting.

To consider, and if thought fit, to pass (with or without amendment) the following as an Ordinary Resolution:

"*THAT*, the 30 year extension Plan attached to this Notice of Meeting be and is hereby adopted".

11 HEALTH AND SAFETY PLAN APPROVAL

At the last AGM it was resolved that the Body Corporation engages Plan Heaven to set up a Health and Safety Plan".

Please find enclosed a copy of the draft Health and Safety Plan which this Body Corporate set aside funds to have produced at the last years AGM. The contents and funding of the Health and Safety Plan will be up for discussion at the meeting.

To consider, and if thought fit, to pass (with or without amendment) the following as an Ordinary Resolution:

"*THAT*, the Health and Safety Plan attached to this Notice of Meeting be and is hereby adopted".

Discuss any health and safety hazard and report any potential accidents.

12 FINANCIAL STATEMENTS

The financial statements, proposed budget and associated levies will be up for discussion and if necessary amendment at the meeting.

Please note:

- The proposed Operating Account budget item 190800 Common Property Electricity allows for increased costs.
- The proposed Operating Account budget item 179000 Grounds Maintenance lawns & Gardening Contractors allows for increased costs.
- The proposed Operating Account budget item 179001 Ground Maintenance Sumps provides catchpit cleaning.
- The proposed Operating Account budget item 159200 Insurance Premium allows for a 10% increase in premium.
- The proposed Operating Account budget item 167200 Building General Repairs is an estimation on average costs.
- The proposed Operating Account budget item 179400 R&M Building/s Wash is increasing to provide for Building to be cleaned.
- The proposed Long Term Maintenance (LTM) Fund budget item 279001 Grounds Maintenance Sumps allows for a bi-annual full sump service.
- The proposed Long Term Maintenance (LTM) Fund budget item 251600 Consultants Fees allows for Long Term Maintenance Plan to be extended and setting up a Health and Safety Plan.

To consider, and if thought fit, to pass (with or without amendment) the following as an Ordinary Resolution:

"*THAT*, the Financial Statements of the Body Corporate for the year ended 30/09/2024 and the Budgets for the year ending 30/09/2025 as circulated with this Notice of Meeting, be and are hereby adopted."

13 LEVIES

To consider and, if thought fit, to pass (with or without amendment) the following as an Ordinary Resolution:

"*THAT*, an Operating Account Levy at a 6 monthly rate of \$0.44 per Utility Interest (i.e. \$44,000.00) plus a 6 monthly Maintenance Fund Levy at a 6 monthly rate of \$0.205 per Utility Interest (i.e. \$20,500.00), respectively, be made forthwith in the proportions of the Unit Owners' Utility Interests covering the 6 months ending 30 September 2025 such Levies:

- (a) to provide sufficient funds to enable the budgeted expenditure to be met
- (b) to be payable in one instalment as follows:
2nd Instalment 2024/2025 (period 01.04.25 to 30.09.25) last day for payment (30.04.25)
- (c) to be subject to interest of ten per cent (10%) per annum (calculated on a daily basis) if not paid by the stated last date for payment
- (d) to be payable to Pitcaithly Body Corporate Services Ltd Trust Account or by such other means of payment as may be notified."

"AND THAT, an Operating Account Levy at a 6 monthly rate of \$0.45 per Utility Interest (i.e. \$45,000.00) plus a 6 monthly Maintenance Fund Levy at a 6 monthly rate of \$0.205 per Utility Interest (i.e. \$20,500.00), respectively, be made forthwith in the proportions of the Unit Owners' Utility Interests covering the 6 months ending 31 March 2026 such Levies:

- (a) to provide sufficient funds to enable the budgeted expenditure to be met
- (b) to be payable in one instalment as follows:
2nd Instalment 2025/2026 (period 01.10.25 to 31.03.26) last day for payment (31.10.25)
- (c) to be subject to interest of ten per cent (10%) per annum (calculated on a daily basis) if not paid by the stated last date for payment
- (d) to be payable to Pitcaithly Body Corporate Services Ltd Trust Account or by such other means of payment as may be notified."

14 AUDIT

The Unit Title laws make it compulsory for a BC to have its Financial Statements audited or reviewed by an auditor or an accountant or for them to be subjected to specific verification procedures unless a special resolution is passed (if there is a 75% vote of the Units voting at the Meeting in favour) that the requirement be not applicable for a particular year. In the case of Bodies Corporate, the cost of an audit can be significant and of no real value unless there is a compelling reason for Unit Owners to request one. No budgetary provision has been made for these costs in the budgets considered earlier in the meeting. This Meeting, therefore, may wish:

To consider, and if thought fit, to pass (with or without amendment) the following as a Special Resolution:

"THAT, pursuant to Section 132 (8) of the Unit Titles Act 2010 and by virtue of this Resolution, this Body Corporate has decided not to have its Financial Statements audited or reviewed by an auditor or an accountant or to be subjected to specific verification procedures in respect of the year ending 30/09/2025."

15 GENERAL BUSINESS

To deal with any other permissible business.

16 SET DATE, TIME AND VENUE FOR NEXT YEAR'S AGM

This Notice of Meeting has been prepared by Pitcaithly Body Corporate Services Limited, CHRISTCHURCH
24 October 2024

NOTES

Please contact Pitcaithly Body Corporate Services Ltd by phone: (03) 982 2818 or email: info@pbcs.co.nz if you have any questions about the agenda, attendance or voting at this meeting.

Quorum

Provided there is a legal quorum of 25% of the Units at a Body Corporate Meeting, all Resolutions passed thereat become legally binding upon every Unit Owner.

If a Body Corporate Meeting fails to achieve its quorum, it is necessary to adjourn the Meeting until the same day one week later.

Resolutions

ORDINARY RESOLUTION: for an ordinary resolution to pass, the 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% of eligible voters who vote on the resolution must vote in favour of the resolution.

Insurance

Should an event occur that may cause damage to your property (e.g. but not limited to: an earthquake, storm or other insurable event) we recommend that you check your units interior and exterior as well as surrounding common property for damage. Should damage be identified please advise Pitcaithly Body Corporate Services Ltd immediately.

It is important for owners to notify Pitcaithly Body Corporate Services Ltd if your property is being used for short-term (90 days or less) paid accommodation (e.g. but not limited to: Airbnb). This will ensure that the correct coverage is applied to the property.

It is important for owners to notify Pitcaithly Body Corporate Services Ltd if your unit is, or will be, vacant for 90 days. If you fail to do so this may affect the Body Corporate Insurance.

The Body Corporate provides Building Insurance. Personal contents are not covered by the Body Corporate Insurance and need to be covered privately. If your unit is tenanted it is recommended that your tenants take out their own tenant liability insurance. This not only covers their personal property but also may cover any damage they may accidentally cause to the unit.

If your unit is used commercially, and you do not currently have Business Interruption Insurance, please contact us to ensure that there is cover in place.

Should you wish to review the Body Corporate Insurance Policy please contact Pitcaithly Body Corporate Services.

Tenanted Units

Please refer to Insurance above. We also ask that you ensure tenants are provided with and comply with the Body Corporate Rules. Contact PBCS by phone: (03) 982 2818 or email: info@pbcs.co.nz if you require a copy.

Levy Payments

If you are in financial difficulty it is important that you don't ignore the problem. Contact us as soon as possible if you are having problems meeting your levy payments or think that you may experience difficulty doing so in the near future.

Links

Unit Titles Act 2010

<http://www.legislation.govt.nz/act/public/2010/0022/latest/DLM1160440.html>

Unit Titles Regulations 2011

<http://www.legislation.govt.nz/regulation/public/2011/0122/latest/DLM3695701.html>

BODY CORPORATE NUMBER 559725 (AGM 12/11/2024 - 04:00 PM)

Unit Titles Regulations 2011 (Schedule 2 - Forms)

Form 12 (Postal Voting Form) - Section 103, Unit Titles Act 2010

To: Pitcaithly Body Corporate Services Limited
Unit Plan: DP559725
Body Corporate Number: 559725

Instructions

You are entitled to vote at the body corporate meeting to be held in the Boardroom, on Tuesday, 12 November 2024 commencing at 04:00 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 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 Pitcaithly Body Corporate Services Limited so that it is received no later than 24 hours prior to the commencement of the meeting.

Postal Vote

We/I*, _____[full name/s, address/s]
being the owner/owners* of Unit/s _____[enter Unit Number/s] and therefore an eligible voter within the meaning of section 96(1) of the Unit Titles Act 2010, intend to cast the following postal vote(s) at the meeting of the body corporate to be held on Tuesday, 12 November 2024
[*Select one].

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

Motion	Type of resolution	Is it a Designated Resolution (None of the following are Designated Resolutions)	Your Vote tick for YES, cross for NO or write "A" to abstain
4. Adopt minutes of previous general meeting	Ordinary		
5. Elect a Body Corporate Chairperson	Ordinary		
6. Resolve not to form a BC Committee	Special		
7.A. Form BC Committee of X Members and Y Quorum	Ordinary		
7.B. Elect Nominations to fill BC Committee Members			
8. Delegate Duties to BC Committee	Special		
9. Contract for PBCS to be the BC Manager	Ordinary		
10. Adopt the 30-Year LTM Plan	Ordinary		
11. Adopt the Health and Safety Plan	Ordinary		
12. Adopt the Financial Statements and Budgets	Ordinary		
13. Approve the Proposed Levies	Ordinary		
14. Dispense with Audit/Reviews etc.	Special		

Signature/s of eligible voter/s (if the Unit is jointly owned all Joint Owners must sign):

_____ Date: _____ [day, month, year]
_____ Date: _____ [day, month, year]
_____ Date: _____ [day, month, year]
_____ Date: _____ [day, month, year]

Notes

1 The full text of the motions is contained in the notice of meeting.

- 2** Your postal vote will not be counted if any body corporate levies, or other amounts that are payable in respect of your unit, are outstanding.
- 3** If a poll is requested, your ownership interest will be counted as part of the poll. If no poll is requested, your postal vote will be counted as 1 vote. You cannot request a poll if you are voting by Postal Vote.
- 4** If at the general meeting of the body corporate the wording of a motion is materially altered, your postal vote in relation to that motion will not be counted. It is the responsibility of the chairperson to decide what constitutes a material alteration. If you are concerned that your postal vote may not be counted as a result of an amendment to a motion, you should consider appointing a proxy to attend and vote at the meeting on your behalf.
- 5** If a quorum is not present at the general meeting of the body corporate, and regulation 13(1) of the Unit Titles Regulations 2011 does not apply, the meeting will be adjourned until the same day 1 week later and your postal vote will be counted at that meeting unless the voter (or more than one of them) attends the reconvened meeting or unless the voter/s attend that meeting by proxy.
- 6** If the unit owner is a company, body corporate or an incorporated body, the form must be signed by the representative (recorded in the register of unit owners) of the unit owner.
- 7** If the unit is owned by more than 1 person, every owner or his or her authorised representative must sign this form.

Lodgement Instructions.

In order to avoid lengthy registration delays at the commencement of the meeting, please mail or email your completed Postal Voting Form marked Body Corporate No. 559725:

to **P O Box 41-076, Christchurch 8247** or
email to **info@pbcs.co.nz**

so as to arrive by Noon on the day prior to the commencement of the meeting to allow time for orderly pre-registration.

BODY CORPORATE NUMBER 559725 (AGM 12/11/2024 - 04:00 PM)

Unit Titles Regulations 2011 (Schedule 2 - Forms)

Form 11 (Proxy Appointment Form) - Section 102(3), Unit Titles Act 2010

To: Pitcaithly Body Corporate Services Limited
Unit Plan: DP559725
Body Corporate Number: 559725

Proxy Appointment

We/I*, _____ [full name/s, address/s]
being the owner/owners* of Unit/s _____ [enter Unit Number/s] and therefore an eligible voter within the
meaning of section 96(1) of the Unit Titles Act 2010, appoint
_____ or failing him/her _____ [full name/s]
as my/our* proxy for the purposes of the general meeting of the body corporate to be held on Tuesday, 12 November 2024.
[*Select one.]

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

Motion	Type of resolution	Is it a Designated Resolution (None of the following are Designated Resolutions)	Your Vote tick for YES, cross for NO or write "A" to abstain
4. Adopt minutes of previous general meeting	Ordinary		
5. Elect a Body Corporate Chairperson	Ordinary		
6. Resolve not to form a BC Committee	Special		
7.A. Form BC Committee of X Members and Y Quorum	Ordinary		
7.B. Elect Nominations to fill BC Committee Members			
8. Delegate Duties to BC Committee	Special		
9. Contract for PBCS to be the BC Manager	Ordinary		
10. Adopt the 30-Year LTM Plan	Ordinary		
11. Adopt the Health and Safety Plan	Ordinary		
12. Adopt the Financial Statements and Budgets	Ordinary		
13. Approve the Proposed Levies	Ordinary		
14. Dispense with Audit/Reviews etc.	Special		

Signature/s of eligible voter/s (if the Unit is jointly owned all Joint Owners must sign):

____ Date: _____ [day, month, year]
____ Date: _____ [day, month, year]
____ Date: _____ [day, month, year]
____ Date: _____ [day, month, year]

Notes
1 This proxy appointment expires at the end of the general meeting referred to in the form or, if that meeting is adjourned, the end of the reconvened meeting.
2 The full text of motions is contained in the notice of general meeting, a copy of which should be provided to the proxy.
3 Your proxy may not vote unless all body corporate levies, and other amounts that are owing in respect of your unit, have been paid.

4 If the unit owner is a company, body corporate or an incorporated body, the representative (recorded in the register of unit owners) of the unit owner must sign the form.

5 If the unit is owned by more than 1 person, every owner must sign the form.

6 If the unit is owned by more than 1 person, one of the unit owners may be appointed as proxy.

Lodgement Instructions.

In order to avoid lengthy registration delays at the commencement of the meeting, please mail or email your completed Proxy Form marked Body Corporate No. 559725:

to **P O Box 41-076, Christchurch 8247** or

email to **info@pbcs.co.nz**

so as to arrive by Noon on the day prior to the commencement of the meeting to allow time for orderly pre-registration.

BODY CORPORATE NUMBER 559725

Unit Titles Regulations 2011

Notice of Company Representative Form made pursuant to
Regulation 4 (1) (h) - to be used where the Unit is owned by a Company

To: Pitcaithly Body Corporate Services Limited
Unit Plan: DP 559725
Body Corporate Number: 559725

Notice of Company Representative

We, _____

[enter full name & preferred contact address of the Company],

being the owner of Unit/s _____ [enter Unit Number/s] give notice that

[full name & preferred contact address of the Company Representative] is the Company Representative for the above Unit/s.

Signature on behalf of the Company that owns the above Unit/s:

_____ by its Authorised Signatory
[enter full name of the Company],

Signature of Authorised Person:

_____ Date: _____ [day, month, year]

Lodgement Instructions.

When completed and signed please mail or email your Notice of Company Representative marked Body Corporate No. 559725:

to **P O Box 41-076, Christchurch 8247** or
email to **info@pbcs.co.nz**

so as to arrive by Noon on the day prior to the commencement of the meeting to allow time for orderly pre-registration.

Body Corporate No 559725

Maltworks Terrace, Stead and Wheatsheaf Lane, Christchurch

NOTES TO THE FINANCIAL ACCOUNTS FOR THE YEAR ENDED 30 September 2024 & ATTESTATION

The attached Revenue & Expenses Accounts and Abridged Financial Position (Financial Accounts) have been prepared in conformity with the latest Unit Titles Legislation in New Zealand. They properly set out, respectively, true and fair summaries of the Body Corporate's Revenues, Expenses and Net Surpluses/Deficits for its financial year ended 30 September 2024 and of its Owners' Funds and its Net Assets at the end of that financial year.

The Financial Accounts have been prepared using the normal historical cost methodology on a GST Inclusive basis. Unchanged accounting policies have been consistently applied since our appointment. Income from Levies comprises amounts receivable as relating to the current financial period and Interest and Other Income is accounted for when received. Expenses are accounted for using accruals based methodology other than Insurance Premium Payments which are fully expensed when paid or contracted for. Assets and Liabilities are stated at their full realisable and payable amounts.

The Body Corporate is permitted to present its Financial Accounts in the formats included on the following pages because it is not publicly accountable and is not defined as a large financial entity.

pp Pitcaithly Body Corporate Services Limited (Secretary)



J H Pitcaithly (Director)

CHRISTCHURCH

29 October 2024

Proposed Budget to apply from 01/10/2024

Body Corporate Number 559725

Maltworks Terraces, Stead and Wheatsheaf Lanes,
Heathcote Valley, Christchurch 8022

		Operating Account		
		Proposed budget	Actual 01/10/2023-30/09/2024	Previous budget
Revenue				
142500	Interest on Arrears of Levies	0.00	132.27	0.00
143000	Levies Invoiced Normal	89,000.00	89,000.00	89,000.00
Total revenue		89,000.00	89,132.27	89,000.00
Less expenses				
190800	Common Property Electricity	1,000.00	822.01	1,000.00
150400	General Expenses & Secretarial Disbursements	0.00	879.72	1,000.00
179000	Grounds Maintenance Lawns & Gardening Contractor/s	4,060.00	3,927.25	7,000.00
179001	Grounds Maintenance Sumps	1,470.00	1,420.25	1,000.00
159100	Insurance Premium	50,851.00	42,376.47	56,000.00
159200	Insurance Valuation Fees	2,180.00	2,100.00	2,100.00
167200	R&M Building/s General Repairs	2,200.00	4,158.30	2,000.00
165801	R&M Building/s Building Warrant of Fitness Costs	350.00	332.00	1,000.00
176400	R&M Building/s Wash	6,240.00	6,037.50	6,400.00
176800	R&M Contingencies	750.00	228.94	750.00
154000	Secretarial Fee - Normal Work	15,941.07	13,880.40	13,880.50
Total expenses		85,042.07	76,162.84	92,130.50
Surplus/Deficit		3,957.93	12,969.43	(3,130.50)
Opening balance		18,489.90	5,520.47	5,520.47
Closing balance		\$22,447.83	\$18,489.90	\$2,389.97
Total units of entitlement		100000		100000
Levy contribution per unit entitlement		\$0.89		\$0.89

Long Term Maintenance Fund**Proposed
budget****Actual**
01/10/2023-30/09/2024**Previous
budget****Revenue**

242500	Interest on Arrears of Normal Levies	0.00	60.42	0.00
242600	Interest on Term Deposits LTMF	0.00	1,220.12	0.00
243000	Levies Invoiced Normal LTMF	41,000.00	40,999.94	41,000.00
<i>Total revenue</i>		41,000.00	42,280.48	41,000.00

Less expenses

251600	Consultants Fees LTMF	2,587.00	500.25	1,650.00
279001	Grounds Maintenance Sumps/Drains	5,000.00	0.00	0.00
273800	R&M Building/s Signs & Notice Boards	250.00	0.00	250.00
<i>Total expenses</i>		7,837.00	500.25	1,900.00

Surplus/Deficit

		33,163.00	41,780.23	39,100.00
Opening balance		82,685.66	40,905.43	40,905.43

Closing balance

		\$115,848.66	\$82,685.66	\$80,005.43
Total units of entitlement		100000		100000
Levy contribution per unit entitlement		\$0.41		\$0.41

Statement of Financial Position - Group

As at 30/09/2024

Body Corporate Number 559725

Maltworks Terraces, Stead and Wheatsheaf Lanes,
Heathcote Valley, Christchurch 8022

	Current period	Previous year
Owners' funds		
Operating Account		
Operating Account Balance/(Deficit) Start of Year	5,520.47	14,000.97
Operating Account Surplus/(Deficit) for the Year	12,969.43	(8,480.50)
	<u>18,489.90</u>	<u>5,520.47</u>
Long Term Maintenance Fund		
LTM Fund Balance/(Deficit) at Start of Year	40,905.43	(111.70)
LTM Fund Surplus/(Deficit) for the Year	41,780.23	41,017.13
	<u>82,685.66</u>	<u>40,905.43</u>
Net owners' funds	\$101,175.56	\$46,425.90
Represented by:		
Assets		
Operating Account		
Cash at Bank - Admin	19,157.21	6,208.87
Levies in Arrears Normal	0.00	0.02
	<u>19,157.21</u>	<u>6,208.89</u>
Long Term Maintenance Fund		
Cash at Bank - LTMF	6,465.54	20,913.77
Levies in Arrears LTMF Normal	0.00	0.01
Term Deposits LTMF	76,220.12	20,000.00
	<u>82,685.66</u>	<u>40,913.78</u>
Unallocated Money		
Cash at Bank--Unallocated	47.08	0.00
	<u>47.08</u>	<u>0.00</u>
<i>Total assets</i>	<u>101,889.95</u>	<u>47,122.67</u>
Less liabilities		
Operating Account		
Prepaid Normal Levies	0.00	15.49
Sundry Creditors	667.31	672.93
	<u>667.31</u>	<u>688.42</u>
Long Term Maintenance Fund		
Prepaid Normal Levies LTMF	0.00	8.35
	<u>0.00</u>	<u>8.35</u>
Unallocated Money		
Prepaid Levies--Unallocated	47.08	0.00
	<u>47.08</u>	<u>0.00</u>
<i>Total liabilities</i>	<u>714.39</u>	<u>696.77</u>
Net assets	\$101,175.56	\$46,425.90

Body Corporate Number 559725

Maltworks Terraces, Stead and Wheatsheaf Lanes,
Heathcote Valley, Christchurch 8022

Levy Schedule for the 12 months ending 31 March 2026

Approximate levy instalments that would apply to each unit if the proposed levies are accepted at the Annual General Meeting:

2nd Instalment 2024/2025 (period 01.04.25 to 30.09.25) last day for payment 30.04.2025

Lot	Unit	Utility Interests	Operating Account	LTM Fund	Total
PU1	3 Stead Lane	2,725.00	\$1,199.00	\$558.63	\$1,757.63
PU2	1 Stead Lane	2,740.00	\$1,205.60	\$561.70	\$1,767.30
PU3	7 Stead Lane	2,725.00	\$1,199.00	\$558.63	\$1,757.63
PU4	9 Stead Lane	2,740.00	\$1,205.60	\$561.70	\$1,767.30
PU5	13 Stead Lane	2,725.00	\$1,199.00	\$558.63	\$1,757.63
PU6	11 Stead Lane	2,740.00	\$1,205.60	\$561.70	\$1,767.30
PU7	23 Stead Lane	2,725.00	\$1,199.00	\$558.63	\$1,757.63
PU8	25 Stead Lane	2,740.00	\$1,205.60	\$561.70	\$1,767.30
PU9	5 Stead Lane	3,245.00	\$1,427.80	\$665.23	\$2,093.03
PU10	17 Stead Lane	3,200.00	\$1,408.00	\$656.00	\$2,064.00
PU11	15 Stead Lane	3,190.00	\$1,403.60	\$653.95	\$2,057.55
PU12	19 Stead Lane	3,200.00	\$1,408.00	\$656.00	\$2,064.00
PU13	21 Stead Lane	3,190.00	\$1,403.60	\$653.95	\$2,057.55
PU14	19 Wheatsheaf Lane	3,190.00	\$1,403.60	\$653.95	\$2,057.55
PU15	17 Wheatsheaf Lane	3,200.00	\$1,408.00	\$656.00	\$2,064.00
PU16	15 Wheatsheaf Lane	3,200.00	\$1,408.00	\$656.00	\$2,064.00
PU17	13 Wheatsheaf Lane	3,200.00	\$1,408.00	\$656.00	\$2,064.00
PU18	11 Wheatsheaf Lane	2,880.00	\$1,267.20	\$590.40	\$1,857.60
PU19	9 Wheatsheaf Lane	2,880.00	\$1,267.20	\$590.40	\$1,857.60
PU20	22 Wheatsheaf Lane	3,245.00	\$1,427.80	\$665.23	\$2,093.03
PU21	20 Wheatsheaf Lane	2,880.00	\$1,267.20	\$590.40	\$1,857.60
PU22	18 Wheatsheaf Lane	2,880.00	\$1,267.20	\$590.40	\$1,857.60
PU23	16 Wheatsheaf Lane	2,880.00	\$1,267.20	\$590.40	\$1,857.60
PU24	14 Wheatsheaf Lane	2,880.00	\$1,267.20	\$590.40	\$1,857.60
PU25	12 Wheatsheaf Lane	2,880.00	\$1,267.20	\$590.40	\$1,857.60
PU26	10 Wheatsheaf Lane	2,880.00	\$1,267.20	\$590.40	\$1,857.60
PU27	8 Wheatsheaf Lane	2,880.00	\$1,267.20	\$590.40	\$1,857.60
PU28	6 Wheatsheaf Lane	2,880.00	\$1,267.20	\$590.40	\$1,857.60
PU29	4 Wheatsheaf Lane	2,880.00	\$1,267.20	\$590.40	\$1,857.60
PU30	2 Wheatsheaf Lane	2,880.00	\$1,267.20	\$590.40	\$1,857.60
PU31	7 Wheatsheaf Lane	2,880.00	\$1,267.20	\$590.40	\$1,857.60
PU32	5 Wheatsheaf Lane	2,880.00	\$1,267.20	\$590.40	\$1,857.60
PU33	3 Wheatsheaf Lane	2,880.00	\$1,267.20	\$590.40	\$1,857.60
PU34	1 Wheatsheaf Lane	2,880.00	\$1,267.20	\$590.40	\$1,857.60
		100,000.00	\$44,000.00	\$20,500.00	\$64,500.00

1st Instalment 2025/2026 (period 01.10.25 to 31.03.26) last day for payment 31.10.2025

Lot	Unit	Utility Interests	Operating Account	LTM Fund	Total
PU1	3 Stead Lane	2,725.00	\$1,226.25	\$558.63	\$1,784.88
PU2	1 Stead Lane	2,740.00	\$1,233.00	\$561.70	\$1,794.70
PU3	7 Stead Lane	2,725.00	\$1,226.25	\$558.63	\$1,784.88
PU4	9 Stead Lane	2,740.00	\$1,233.00	\$561.70	\$1,794.70
PU5	13 Stead Lane	2,725.00	\$1,226.25	\$558.63	\$1,784.88
PU6	11 Stead Lane	2,740.00	\$1,233.00	\$561.70	\$1,794.70
PU7	23 Stead Lane	2,725.00	\$1,226.25	\$558.63	\$1,784.88
PU8	25 Stead Lane	2,740.00	\$1,233.00	\$561.70	\$1,794.70
PU9	5 Stead Lane	3,245.00	\$1,460.25	\$665.23	\$2,125.48
PU10	17 Stead Lane	3,200.00	\$1,440.00	\$656.00	\$2,096.00
PU11	15 Stead Lane	3,190.00	\$1,435.50	\$653.95	\$2,089.45
PU12	19 Stead Lane	3,200.00	\$1,440.00	\$656.00	\$2,096.00
PU13	21 Stead Lane	3,190.00	\$1,435.50	\$653.95	\$2,089.45
PU14	19 Wheatsheaf Lane	3,190.00	\$1,435.50	\$653.95	\$2,089.45
PU15	17 Wheatsheaf Lane	3,200.00	\$1,440.00	\$656.00	\$2,096.00
PU16	15 Wheatsheaf Lane	3,200.00	\$1,440.00	\$656.00	\$2,096.00
PU17	13 Wheatsheaf Lane	3,200.00	\$1,440.00	\$656.00	\$2,096.00
PU18	11 Wheatsheaf Lane	2,880.00	\$1,296.00	\$590.40	\$1,886.40
PU19	9 Wheatsheaf Lane	2,880.00	\$1,296.00	\$590.40	\$1,886.40
PU20	22 Wheatsheaf Lane	3,245.00	\$1,460.25	\$665.23	\$2,125.48
PU21	20 Wheatsheaf Lane	2,880.00	\$1,296.00	\$590.40	\$1,886.40
PU22	18 Wheatsheaf Lane	2,880.00	\$1,296.00	\$590.40	\$1,886.40
PU23	16 Wheatsheaf Lane	2,880.00	\$1,296.00	\$590.40	\$1,886.40
PU24	14 Wheatsheaf Lane	2,880.00	\$1,296.00	\$590.40	\$1,886.40
PU25	12 Wheatsheaf Lane	2,880.00	\$1,296.00	\$590.40	\$1,886.40
PU26	10 Wheatsheaf Lane	2,880.00	\$1,296.00	\$590.40	\$1,886.40
PU27	8 Wheatsheaf Lane	2,880.00	\$1,296.00	\$590.40	\$1,886.40
PU28	6 Wheatsheaf Lane	2,880.00	\$1,296.00	\$590.40	\$1,886.40
PU29	4 Wheatsheaf Lane	2,880.00	\$1,296.00	\$590.40	\$1,886.40
PU30	2 Wheatsheaf Lane	2,880.00	\$1,296.00	\$590.40	\$1,886.40
PU31	7 Wheatsheaf Lane	2,880.00	\$1,296.00	\$590.40	\$1,886.40
PU32	5 Wheatsheaf Lane	2,880.00	\$1,296.00	\$590.40	\$1,886.40
PU33	3 Wheatsheaf Lane	2,880.00	\$1,296.00	\$590.40	\$1,886.40
PU34	1 Wheatsheaf Lane	2,880.00	\$1,296.00	\$590.40	\$1,886.40
		100,000.00	\$45,000.00	\$20,500.00	\$65,500.00

Body Corporate 559725, Maltworks Terraces

Long-Term Maintenance Plan



Body Corporate Information

Body Corporate Number: 559725
Body Corporate Name: Maltworks Terraces
Street Address: Stead and Wheatsheaf Lanes
Heathcote
Christchurch
Number of Units: 34

Long-Term Maintenance Plan Settings

Plan Status: Draft
Start Date: 1 October 2022
Plan Years: 30
Administrator: Martyn Cole
Inflation Adjusted Funding Table: Set
Inflation rate used: 4.0 %

Long-Term Maintenance Fund Statement

This body corporate has established and maintains a long-term maintenance fund in accordance with the requirements of Section 117 (1) of the Unit Titles Act 2010.

Disclaimer

This long-term maintenance plan has been prepared by Plan Heaven and the Body Corporate for the sole purpose of assisting the Body Corporate with planning and funding its long-term maintenance. It is specifically not intended to be a survey or condition report regarding the quality and/or performance of any building element, especially as it relates to weather tightness. In particular, the contents of this long-term maintenance plan should not be relied upon as a pre-purchase inspection and/or condition report.

A brief description of the development

History

The Landonline database records the titles for the second stage of this development being issued in June 2021 indicating the time construction would have been completed.

Form of the Development

The development consists of thirty-four units, on an irregular-shaped parcel of land of approx 10,484 sq m. There are eight single-storey two-bedroom villas and twenty-six two-storey three-bedroom townhouses

There is a road that leads into the development from Martindales Road, as well as a number of other laneways that provide access to the individual units.

The balance of the common land is in lawn and low-maintenance gardens.

Construction

The buildings are formed on concrete raft foundations and are clad with a combination of James Hardie Axon Panels and plaster-coated Autoclaved Aerated Concrete (AAC) panels.

The exterior joinery is primarily formed from double-glazed powder-coated aluminium. The roof is clad with factory-finished steel (Colorsteel or similar) in a trapezoidal profile.

Infrastructure

The infrastructure is consistent with a development of this nature whereby the essential services are fed from the city-wide systems in the street, under common land and up to the termination points on each unit. The water supply has a backflow preventer fitted, that requires annual testing.

Common Property

External common property is limited to the internal roadways, fences and grounds.

There is no internal common property.

Funding of Maintenance

The body corporate funds maintenance from two different accounts. The operating account and the long-term maintenance fund.

Typically, the operating account is used for recurring and lower-value maintenance items such as gardening, building washes, and sump and gutter cleaning. The long-term maintenance fund is typically used for larger and one-off items.

GST

The body corporate is not registered for GST. Accordingly, all dollar amounts in this plan include GST unless otherwise stated.

Extension of this Plan to 30 years.

This plan was extended from ten to thirty years in 2024 to meet the Unit Titles Amendment Act requirements for large developments to have a thirty-year long-term maintenance plan by May 2024. As the plan wasn't due for review before the new requirements were introduced, the method of extending the plan has been to replicate existing cyclic maintenance jobs and extrapolate the levies at their current level. The condition of the items and elements and the extent and value of any proposed maintenance jobs remain as assessed in September 2022. It is intended that the next three-year review will refresh all aspects of the plan, including jobs and funding.

Element descriptions and condition assessments

Item: 1 Name: Roofs Type: Building Element

Description

The buildings have a combination of medium-pitched gable with hip and valley roofs

They are clad with factory-finished steel (Colorsteel or similar) in a trapezoidal profile. The edge gutters and downpipes are also factory-finished steel.

Condition Assessment

As at September 2022, the roofs were understood to be in excellent condition.

Maintenance Planned

The body corporate will carry out routine gutter cleaning and roof inspections. The body corporate has decided to not carry out manual roof washes but if the roof inspections identify corrosion developing that might be prevented by roof washes, this decision may be revisited.

Roof inspections, gutter cleaning and roof washes (if required) are funded from the operating account.

No other maintenance is planned.

Item: 2 Name: External Walls & Claddings Type: Building Element

Description

Two systems have been used to form the exterior walls of the units.

The exterior walls are clad with a combination of plaster-coated autoclaved aerated concrete (AAC) panels and James Hardie Axon Panels.

The soffits are formed from painted fibre cement sheeting.

Condition Assessment

As at September 2022, the exterior walls and claddings were in excellent condition.

Maintenance Planned

Building washes will be routinely carried out. These are funded from the operating account.

The body corporate will arrange for the plaster-coat systems to be repainted every 7-10 years in accordance with the manufacturer's guidelines. A job and estimate have been established for this work toward the latter part of this plan (8 years after it was last painted in 2021).

No other maintenance is planned.

Job Number 1 - External Painting (First 10 years only)

Financial year ending	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
External Painting	0	0	0	0	0	0	0	328350	0	0

Item: 3 Name: External Doors & Windows Type: Building Element

Description

The windows and sliding doors to balconies are formed from glazed powder-coated aluminium. The main front doors to units are formed from factory-finished aluminium.

The garages each have a factory-finished metal sectional door.

Condition Assessment

As at September 2022, the windows and exterior doors were in excellent condition.

Maintenance Planned

The exterior doors and windows will be washed as part of any building-wide wash programme. The painted elements, including factory-finished (if required), will be repainted as part of any building-wide repainting programme.

No other maintenance is planned.

Item: 4 Name: Electrical Systems Type: Infrastructure

Description

Electricity is fed from the pillar box in Martindales Road under common land along Stead Lane and up to the main switch and circuit breaker boards in each unit.

There are LED streetlights located on poles around the roads.

Condition Assessment

As at September 2022, the electrical systems were understood to be in very good condition.

Maintenance Planned

Streetlights may require minor repairs such as the replacement of bulbs, but these would be minor and unpredictable costs and are funded by the operating budget.

No maintenance is planned.

Item: 5 Name: Plumbing & Drainage Systems Type: Infrastructure

The plumbing and drainage systems in the development include mains water supply, wastewater discharge and stormwater removal.

Mains Water Supply.

Mains water is fed from the city supply in the street, under common land and up to the termination points adjacent to each unit. There is a backflow preventer on the mains water supply at the entrance to the property.

Wastewater Discharge

Wastewater, including grey water and sewerage, is discharged from each unit into the common sewer pipes under common land and out into the city sewer system in the street.

Stormwater Removal

Rainwater from the roofs is passed down through the downpipes into the common stormwater pipes under common ground and out into the city stormwater system in the street.

Surface water from the roads is captured with dish drains and sumps and discharged into the same stormwater network.

Condition Assessment

As of September 2022, the plumbing and drainage systems were understood to be in good condition.

The body corporate is aware of the mains water leak around Unit 16.

Maintenance Planned

The gutters and sumps will be routinely cleaned out. Gutter and sump cleaning is funded from the operating account.

The backflow preventer is inspected, tested and certified by an Independently Qualified Person (IQP). This work and any minor repairs are funded from the operating account.

The water mains leak has been investigated by a contractor and only minor repairs are anticipated. Any minor work will be funded from the operating account.

No other maintenance is planned.

Item: 6 Name: Communications Systems Type: Infrastructure

Description

The development's communication systems include landline telephone, broadband connectivity, and television reception.

Landline telephones and broadband are supplied over UFB.

Each unit owner manages their television reception.

Condition Assessment

As of September 2022, the communication systems were understood to be in good condition.

Maintenance Planned

No maintenance is planned.

Item: 7 Name: Roads, Driveways & Paths Type: Common Property

Description

The roads leading into the development and the laneways providing access to the units are laid with asphalt bordered by concrete kerbs and channels. Along the entrance road, there are yellow line markings.

Surface rainwater drains through road sumps in the channels.

The driveways are formed from concrete.

The footpaths are also formed from broom-finished concrete.

Condition Assessment

As at September 2022 the roads (including the line markings), driveways and paths were in very good condition.

Maintenance Planned

The sumps will be routinely cleaned out. Sump cleaning is funded from the operating account.

A periodic provision has been made to repaint the line markings if required. A job and estimate have been included.

No other work is planned.

Job Number 2 - Repaint Line Marking (First 10 years only)

Financial year ending	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Repaint Line Marking	0	0	0	0	0	0	0	0	0	2000

Item: 8 Name: Fences and Retaining Walls Type: Common Property

Description

There are several different types of boundary fences. There is a boundary fence formed from a proprietary factory-finished solid metal fencing system, a painted concrete block wall with factory-finished pool fencing on top, as well as unpainted

timber fences which are located atop a concrete block and timber retaining walls.

The proprietary factory-finished solid metal fencing system and the factory-finished pool fencing are also used for the intertenancy fences.

Condition Assessment

As at September 2022, the fences and retaining walls were generally in good condition.

Maintenance Planned

The painted concrete block wall will be repainted during the development-wide repainting programme as required. A job and budget have been established for this work in the plan.

No other maintenance is planned.

Job Number 3 - Paint Concrete Block Wall (First 10 years only)

Financial year ending	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Paint Concrete Block Wall	0	0	0	0	0	0	0	0	0	3000

Item: 9 Name: Gardens & Courtyards Type: Common Property

Description

The units have gardens and courtyards that are maintained by individual owners.

The grounds around the development include areas of lawns and low-maintenance gardens planted with hardy shrubs and covered with mulch.

Condition Assessment

As at September 2022, the gardens and grounds were in good condition.

Maintenance Planned

The body corporate employs a contractor to mow the lawns and maintain the gardens. Lawn and garden maintenance is funded from the operating account.

No other maintenance is planned.

Jobs list

Note: All job costs are provisional estimates only unless otherwise stated. Plan Heaven recommends that the Body Corporate obtains quotes as soon as possible and arranges for this plan to be updated, in order to provide more certainty in regard to the cost of the jobs scheduled and the Body Corporate's ability to fund them.

Job Number: 1 Job Name: External Painting

The body corporate is planning to repaint the external cladding and other associated painted elements on a cycle of around seven to ten years. The buildings were last painted in 2021.

The following has been estimated using the following calculations.

Approx 5,072 sq metres @ \$40 per sq metre (QVCostbuilder) = \$202,880 plus GST = approx \$233,350 incl GST

Plus fixed and mobile scaffolding. Estimate only. \$95,000 incl GST

Total provision \$328,350 incl GST

Financial year ending	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
External Painting	0	0	0	0	0	0	0	328350	0	0

Financial year ending	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
External Painting	0	0	0	0	0	0	0	328350	0	0

Financial year ending	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
External Painting	0	0	0	0	0	0	0	328350	0	0

Job Number: 2 Job Name: Repaint Line Marking

The following GST inclusive provision is made to remark the yellow lines along the laneways.

The estimate is based on approx 555 m of lines @ \$3.00 plus GST per metre (QVCostbuilder). Plus base and setup cost.

Provision only. Estimate \$2,000 incl GST

Financial year ending	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Repaint Line Marking	0	0	0	0	0	0	0	0	0	2000

Financial year ending	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Repaint Line Marking	0	0	0	0	0	0	0	0	0	2000

Financial year ending	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
Repaint Line Marking	0	0	0	0	0	0	0	0	0	2000

Job Number: 3 Job Name: Paint Concrete Block Wall

The body corporate is planning to repaint the concrete block wall on a cycle of around ten years. It's understood this wall was last painted in 2021.

The following has been estimated using the following calculations.

Approx 70 sq metres @ \$32 per sq metre (QVCostbuilder) = \$2,240 plus GST = approx \$2,600 incl GST

Total provision \$3,000 incl GST

Financial year ending	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Paint Concrete Block Wall	0	0	0	0	0	0	0	0	0	3000

Financial year ending	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Paint Concrete Block Wall	0	0	0	0	0	0	0	0	0	3000

Financial year ending	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
Paint Concrete Block Wall	0	0	0	0	0	0	0	0	0	3000

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Job cost table

Financial year ending	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
External Painting	0	0	0	0	0	0	0	328,350	0	0
Repaint Line Marking	0	0	0	0	0	0	0	0	0	2,000
Paint Concrete Block Wall	0	0	0	0	0	0	0	0	0	3,000
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$328,350	\$0	\$5,000

Financial year ending	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
External Painting	0	0	0	0	0	0	0	328,350	0	0
Repaint Line Marking	0	0	0	0	0	0	0	0	0	2,000
Paint Concrete Block Wall	0	0	0	0	0	0	0	0	0	3,000
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$328,350	\$0	\$5,000

Financial year ending	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
External Painting	0	0	0	0	0	0	0	328,350	0	0
Repaint Line Marking	0	0	0	0	0	0	0	0	0	2,000
Paint Concrete Block Wall	0	0	0	0	0	0	0	0	0	3,000
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$328,350	\$0	\$5,000

Funding required to pay for the cost of this LTMP \$

Financial year ending	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Opening balance	3,083	44,083	85,083	126,083	167,083	208,083	249,083	290,083	2,733	43,733
Less cost of jobs	0	0	0	0	0	0	0	328,350	0	5,000
Subtotal	3,083	44,083	85,083	126,083	167,083	208,083	249,083	-38,267	2,733	38,733
Funding from levies	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000
Closing balance	44,083	85,083	126,083	167,083	208,083	249,083	290,083	2,733	43,733	79,733

Financial year ending	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Opening balance	79,733	120,733	161,733	202,733	243,733	284,733	325,733	366,733	79,383	120,383
Less cost of jobs	0	0	0	0	0	0	0	328,350	0	5,000
Subtotal	79,733	120,733	161,733	202,733	243,733	284,733	325,733	38,383	79,383	115,383
Funding from levies	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000
Closing balance	120,733	161,733	202,733	243,733	284,733	325,733	366,733	79,383	120,383	156,383

Financial year ending	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
Opening balance	156,383	197,383	238,383	279,383	320,383	361,383	402,383	443,383	156,033	197,033
Less cost of jobs	0	0	0	0	0	0	0	328,350	0	5,000
Subtotal	156,383	197,383	238,383	279,383	320,383	361,383	402,383	115,033	156,033	192,033
Funding from levies	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000
Closing balance	197,383	238,383	279,383	320,383	361,383	402,383	443,383	156,033	197,033	233,033

Inflation Added Funding Table All currency values in this table include inflation at a rate of 4.0%. (the first 10 years only)

Financial year ending	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Opening balance	3,083	44,083	86,723	131,069	177,188	225,152	275,035	326,913	-51,220	4,891
Less cost of all jobs	0	0	0	0	0	0	0	432,086	0	7,117
Subtotal	3,083	44,083	86,723	131,069	177,188	225,152	275,035	-105,173	-51,220	-2,225
Funding from levies	41,000	42,640	44,346	46,119	47,964	49,883	51,878	53,953	56,111	58,356
Funding recovered	0	0	0	0	0	0	0	0	0	0
Closing balance	44,083	86,723	131,069	177,188	225,152	275,035	326,913	-51,220	4,891	56,131

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Age, life and replacement cost table

Item	Type	Name	Age (Years)	Life (Years remaining)	Replacement Cost
1	Building Element	Roofs	1	44	>\$680,000
2	Building Element	External Walls & Claddings	1	44	>\$2,720,000
3	Building Element	External Doors & Windows	1	34	>\$850,000
4	Infrastructure	Electrical Systems	1	34	>\$1,300,000
5	Infrastructure	Plumbing & Drainage Systems	1	44	Unknown
6	Infrastructure	Communications Systems	1	34	>\$450,000
7	Common Property	Roads, Driveways & Paths	1	44	>\$300,000
8	Common Property	Fences and Retaining Walls	1	34	>\$100,000
9	Common Property	Gardens & Courtyards	Mixed	Mixed	N/A

Note: The inclusion of the age, life and cost of replacement values of all building elements, items of infrastructure and all common property is a mandatory requirement of LTMPs under the Unit Titles Act 2010 and accordingly is included. However, it is the view of Plan Heaven that while these values are useful for 30-year LTMPs they add little value to a well prepared 10-year LTMP.

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About this Long-Term Maintenance Plan

Why have a long-term maintenance plan (LTMP)?

Section 116 of the Unit Titles Act 2010 requires that body corporate maintains an LTMP. This body corporate acknowledges its duty under the legislation but also believes that maintaining a carefully considered LTMP will also contribute towards savings in maintenance costs over the long term while maintaining the value of each owner's asset and eliminating the financial shocks to owners that come from the need to raise special levies.

About this LTMP

This LTMP has been prepared for the body corporate with the assistance of Plan Heaven Limited (Plan Heaven) and using the plan building template provided online by Plan Heaven. This report has been downloaded and printed from the Plan Heaven website where the body corporate's planning data is stored.

The data belongs to the body corporate and accordingly, can be downloaded, updated or deleted as the body corporate determines from time to time. The body corporate pays an annual subscription to Plan Heaven to maintain an account and gain ongoing access to the data.

Users in Plan Heaven

Any user approved by the body corporate can become a user in Plan Heaven and will then be able to access the data, reports, photographs and documents stored online using any web browser. Any users approved by the body corporate can also be appointed to administer the account and update or edit the LTMP data as required.

Accuracy of the data

Every attempt has been made to ensure the accuracy of the data and information in this LTMP. However, neither Plan Heaven nor any other person appointed by the body corporate to maintain the data accepts responsibility for any errors or omissions that might be present.

Status of this LTMP

The status of this document is recorded on the first page. It will be recorded either as a "draft" or "approved". The status is changed to "approved" once this document has been accepted by the body corporate.

Renewals

Then once it has been approved, an LTMP must be renewed at least once every three years. However, because of the low cost and ease of updating in Plan Heaven, this body corporate may update this LTMP more frequently. During updates, if there are no changes to the main body of the LTMP, owners may be asked to approve a summary document that will only include the jobs and funding tables.

Currency

All currency values in this LTMP are at today's values except for the explicitly inflation-adjusted funding table if activated.

Plan Heaven terms and conditions

This LTMP and all matters relating to it and the Plan Heaven website, plan building template and database, are subject to the terms and conditions published on the website at planheaven.co.nz/terms

End of report for BC 559725, Maltworks Terraces

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Body Corporate 559725, Maltworks Terraces

Health and Safety Plan



Body Corporate Information

Body Corporate Number: 559725
Body Corporate Name: Maltworks Terraces
Street Address: Stead and Wheatsheaf Lanes
Heathcote
Christchurch
Number of Units: 34
Body Corporate Type: Residential

Health and Safety Plan Settings

Start Date: 1 October 2024
Health and Safety Officer: The Body Corporate Chairperson

Disclaimer

Plan Heaven Ltd has been commissioned to assist the Body Corporate with establishing this Health and Safety Plan by providing guidance and systems and every effort has been made to ensure that the information set out in this document is accurate and complete. However, Plan Heaven Ltd does not manage the ongoing reporting or documentation of this plan and does not supervise the environment and activity on site. Accordingly, Plan Heaven Ltd does not accept any liability or responsibility for any action taken, or reliance placed, as a result of reading part or all of the information in this document, or for any error, inadequacy, deficiency, flaw in or omission from the information provided within it. It is the Body Corporate itself that must ensure that the contents of this plan are complete and/or accurate at all times.

The development, hazards and the duties of people

Introduction and context

Typically, a unit title development is a relatively benign environment, but hazards to health and safety may still exist. This plan documents the Body Corporate's commitment to health and safety, the risk assessment process, the hazards it has identified in this development, and the control measures it has put in place to manage them.

The Body Corporate duties

Under the Health and Safety at Work Act 2015 (HSWA), a Body Corporate is considered a PCBU (Person Conducting a Business or Undertaking). As a result, a Body Corporate has a duty to ensure, so far as is reasonably practicable, the health and safety of workers, and the health and safety of other persons is not put at risk from its work. These duties apply to matters over which the Body Corporate has influence and control.

Officers and their roles

An Officer is someone who holds a senior leadership position and has the ability to significantly influence the management of a PCBU. Members of the Committee of a Body Corporate are Officers and have a duty of due diligence under HSWA. And while the Officers themselves don't have a duty to keep people safe - that is the duty of the PCBU (the Body Corporate), as leaders of the organisation, they should make sure the organisation is doing the right things to manage risks (so far as is reasonable possible). Furthermore, every officer has a duty - it is not a joint duty.

The people who own, occupy, and visit the development

Unlike a typical workplace, the people who occupy and visit a unit title development have no duties, responsibilities or obligations bestowed on them by the Body Corporate, except those people who are owner/occupiers and their duties are limited to the provisions of the Unit Titles Act 2010 (UTA) and the body corporate's Operational Rules established under that Act.

Furthermore, the UTA does not grant the Body Corporate authority to require owners or their tenants, contractors and other associates to follow any instructions issued by the body corporate, including any instructions that might be contained in a Health and Safety Plan. Accordingly, this document will be prepared in the knowledge that every person who visits the site and/or occupies any of the units has the unfettered right to follow their own free will, and the Body Corporate must, as best possible, create a safe and healthy environment under those conditions.

Risk management and the control of hazards

The Body Corporate acknowledges that the most effective method of controlling a hazard is to identify and eliminate it and has evaluated each hazard identified with that in mind. It is also acknowledged that it is unlikely that all the hazards identified will be completely eliminated, and some may have to be minimised as best as reasonably possible.

Policies and Documents

Health and Safety Policy Statement

The Body Corporate acknowledges its duties as a Person Conducting a Business or Undertaking (PCBU) under section 17 of the Health and Safety at Work Act 2015 and:

1. Is committed to taking all reasonable practical steps to provide a healthy and safe environment for all persons in areas the BC is responsible for,
2. will encourage all owners, occupiers and visitors to cooperate in safety matters, identifying hazards, reporting incidents or near misses and following safety instructions,
3. will record and investigate incidents and near misses and incorporate any additional control measures to eliminate or minimise risks where reasonably practical to do so and,
4. will take all reasonable steps to ensure contractors, who are also PCBUs, engaged by the Body Corporate to carry out work have effective Health and Safety policies, procedures and safe working systems and cooperate in sharing health and safety information.

Risk management, register and review

This Health and Safety plan includes the documents that will be used and the method of an ongoing review. In summary, the Body Corporate will maintain the risk and incident registers and review the risk assessment and this health and safety

plan on no less than an annual basis or following an incident.

Hazard identification

The Body Corporate has undertaken a hazard assessment to identify any hazards that could create harm and will implement control measures to eliminate or minimise the risks as far as reasonably practical. Typical hazards that would and have been considered during hazard identification and risk assessment reviews for a unit title development include:

1. Management of contractors on site
2. Falling from height
3. Slips and trips
4. Electrical shock
5. Moving vehicles, equipment, machinery and pedestrians
6. Hazardous substances
7. Fire and emergency
8. Confined spaces
9. Inundation
10. Crushing or entrapment

Rating of hazards

The Body Corporate has analysed and rated all hazards based on likelihood and consequence, the likelihood of the hazard being responsible for an accident and the potential outcome of any such event. Based on this evaluation, the Body Corporate has determined the control to be put in place for each hazard identified.

Accident and near-miss incidents investigation and reporting

An incident is something that has occurred that has or could cause harm. All accidents or near-miss incidents in areas controlled by the Body Corporate will be reported to the Body Corporate nominated Health and Safety officer, Committee member or Body Corporate Secretary/Manager.

The incident reporting document should be completed by the person reporting the incident or the Body Corporate Health and Safety officer or nominated delegate. The Body Corporate Health and Safety officer or nominated delegate will take prompt action to investigate the cause of any health and safety incident, assess the remaining risk and reasonably practicable control measures to eliminate or minimise the potential for further harm.

The Body Corporate will maintain a register of accidents and near-miss incidents. This will be maintained online in the body corporate's account in Plan Heaven. An example of an incident report is included in this plan.

Annual reviews

This health and safety plan will be reviewed yearly at the AGM as follows:

1. Owners and occupiers are encouraged to raise health and safety issues at the earliest opportunity and will also be prompted with the Notice of Intention to hold an AGM.
2. The Body Corporate Health and Safety Officer will consider all issues raised and may agree to add them to the agenda for discussion and the Health and Safety Plan for the current year to be circulated with the Notice of Meeting.
3. The Body Corporate Health and Safety Officer will provide the findings of any hazard identification and risk assessment review and a summary of Health and Safety related issues and events over the past year as part of the Chairperson's or Committee's annual report.
4. The Chairperson will also move the Health and Safety plan for the coming year to be approved. Owners will vote to adopt the Health and Safety plan for another year.
5. The new Health and Safety Plan will then be circulated to owners with the minutes of the AGM.

Hazards identified in this development

Hazard: 1 Name: Falling from height

Description:	When any person goes onto the roof, it could result in death from a fall from height. This could be over the edge or through translucent lighting sheets in the roof that are not designed to be walked on.
Consequence:	Fatal
Likelihood:	Unlikely if controls are maintained
Controls:	The risk cannot be eliminated because contractors will be required to work at height from time to time to undertake repairs and inspections. However, the body corporate will require any contractor working at height, such as on the roof, to have the relevant safety training, systems and procedures in place and in use during any work. In addition, owners and occupants in the development will be advised that roof access is not permitted by any person without permission from the body corporate in writing.

Hazard: 2 Name: Tripping and slipping

Description:	There are paths in the village. If the paths have cracks or other raised elements, they could become a tripping hazard. The paths and roadways used by pedestrians, could also become slippery if dirt, moss or lichen is allowed to develop on the surfaces.
Consequence:	Serious injury
Likelihood:	Possible
Controls:	The body corporate will routinely check the common pedestrian areas for trip or slip hazards and carry out cleaning or repairs as needed to maintain safe pedestrian movements.

Hazard: 3 Name: Electrocutation from unsecured electrical systems

Description:	The electrical distribution board cabinet against the fence could be left unsecured and accessed by an unauthorized and trained person.
Consequence:	Electrocutation
Likelihood:	Unlikely
Controls:	The body corporate will ensure that the electrical cupboards are locked and secure, with only authorized persons able to gain access.

Hazard: 4 Name: Contractors undertaking unsafe work on site

Description:	From time to time, contractors will be called upon to undertake work on site and may be commissioned by the individual owners or the Body Corporate itself. Because it is a residential development, it is inevitable that these contractors will often be required to work unsupervised and there is potential for them to engage in unsafe activities.
Consequence:	Serious injury

Likelihood:	Possible
Controls:	The Body Corporate will only appoint contractors to carry out work on site who are able to demonstrate that they will undertake their work in line with recognised safe practices. The Body Corporate urges owners to choose their contractors on the same basis and, on request, will provide a list of contractors to owners that the Body Corporate has accepted as having satisfied this criteria.

Hazard: 5 Name: Pedestrians sharing the road with vehicles

Description:	Due to the narrow and restrictive nature of the driveway, the development is a low-speed environment. In some places, pedestrians will need to use the driveway at times, and there is potential to be hit by a car. Larger vehicles maneuvering in the development, such as courier vans and furniture removal trucks, present a greater risk due to their restricted visibility and size. Extra care should be taken when these are present. Reversing out of carparks and garages also presents restricted visibility for vehicle maneuvers.
Consequence:	Moderate injury
Likelihood:	Possible
Controls:	The body corporate considers that the best way to minimise this hazard is to maintain a low-speed environment and caution residents and visitors when driving or walking around the development, particularly when larger vehicles are present. The body corporate will install, at the entrances to the development, speed limit signage and signage advising drivers to take caution and watch for pedestrians, including children. The body corporate will encourage residents to reverse into parks rather than out of them, reducing the likelihood of unseen pedestrians.

Hazard: 6 Name: Fire and emergency evacuation

Description:	In the case of a fire or emergency, the occupants may need to evacuate safely from the building to a place of safety within a reasonable time.
Consequence:	Fatal
Likelihood:	Unlikely if controls are maintained
Controls:	The Body Corporate encourages all owners and occupants to prepare, communicate and maintain a fire escape plan for their units. The Body Corporate will agree on and signpost a safe meeting place for occupants in case of fire.

Hazard: 7 Name: Overrunning end of road

Description:	There is nothing to stop vehicles at the ends of two of the side streets in the development, and there is a danger of vehicles overrunning and going into the grassed areas, including the shallow ditch that runs along the eastern boundary.
Consequence:	Moderate injury
Likelihood:	Possible
Controls:	The body corporate will install barriers to stop vehicles from continuing off the end of the roads.

No other hazards have been identified for this BC.

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Incidents, accidents and near misses recorded for this development

No accidents, incidents or near misses have been recorded

End of report for BC 559725, Maltworks Terraces

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BODY CORPORATE MANAGEMENT AGREEMENT

Dated the 12th November 2024

PARTIES:

BODY CORPORATE NO. – 559725 (**the Body Corporate**)

PITCAITHLY BODY CORPORATE SERVICES LIMITED (**the Manager**)

BACKGROUND:

- A** The Body Corporate has appointed the Manager as the Body Corporate Manager, to provide body corporate management and secretarial services.
- B** The Act and the Regulations require this appointment to be in writing and to stipulate those services that are to be supplied to the Body Corporate by the Manager and to include certain further terms that must be included.

AGREEMENT

1 DEFINITIONS AND INTERPRETATIONS

In this Agreement:

1.1 Definitions

- 1.1.1 Act** means the Unit Titles Act 2010 and all its amendments up to and including the date of this Agreement and thereafter.
- 1.1.2 Business Day** means any day in New Zealand commencing at 9.00 am and terminating at 5.00 pm New Zealand time other than:
 - (a) A Saturday or Sunday or any other day declared to be a public holiday in New Zealand or the days of the Provincial Anniversaries in the Provinces of domicile of the Body Corporate and/or the Manager.
 - (b) A day in the period commencing on 23 December in any year and ending on 14 January in the following year.
- 1.1.3 Financial Year (of the Body Corporate)** means the twelve months ending at the end of the last day of the Body Corporate's financial year end in every calendar year.
- 1.1.4 Operational Rules** means the operational rules of the Body Corporate pursuant to the Act and the Regulations up to and including the date of this Agreement including and incorporating any amendments made thereto prior

to or after that date that have been properly lodged with and accepted by the Registrar of Land.

1.1.5 Property means the unit titled property at Stead & Wheatsheaf Lanes, Heathcote Valley, Christchurch 8022.

1.1.6 Regulations means the Unit Titles Regulations 2011 and all its amendments up to and including the date of this Agreement and thereafter.

1.1.7 Unit Owners means all the owners of Principal Units in the Body Corporate.

1.2 Interpretation

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

1.2.2 References to:

(a) Laws, statutes, regulatory requirements, ordinances, or by-laws shall be deemed to extend to all laws, statutes, regulatory requirements, ordinances, or by-laws amending, consolidating or replacing them.

(b) Monetary amounts expressed in this Agreement refer to New Zealand currency which shall be the currency of this Agreement.

1.2.3 Unless the context otherwise requires:

(a) Words importing a particular gender include any other gender or neuter.

(b) The singular shall include the plural and vice versa.

2 APPOINTMENT

2.1 The Body Corporate appoints the Manager to provide the services as set out in the First and Second Schedules in return for the fees referred to in the Third Schedule and has appointed the Manager as its agent for those purposes and the Manager agrees to such appointment.

3 ANNUAL MANAGEMENT FEE

3.1 The annual management fee for this contract is set out in clause 9 and the Third Schedule. The annual management fee represents remuneration for the performance by the Manager of the services and duties set out in the First Schedule and does not include the additional services set out in the Second Schedule which will be charged for on a time and attendance basis plus disbursements.

4 TERM

- 4.1** Initially two years commencing on the date of the Body Corporate's balance date.
- 4.2** If neither of the termination provisions in clauses 5.2 or 5.3 have been successfully invoked before the end of the initial term in clause 4.1, this Agreement will continue for further consecutive terms of one financial year of the Body Corporate until terminated by one of the provisions in clause 5.2 or 5.3 having been successfully invoked.

5 TERMINATION OF AGREEMENT

- 5.1** Either party may terminate this Agreement immediately by giving notice in writing to the other party if:
 - 5.1.1** The other party has defaulted on any of its obligations, duties or covenants pursuant to this Agreement and remains in default for 30 business days after notice of the default has been served on it.
 - 5.1.2** The other party resolves to become or becomes subject to any form of insolvency or other legislatively enforced administration.
 - 5.1.3** The other party is found to be guilty of serious misconduct or gross negligence in any judicial proceedings in New Zealand in the performance of its obligations under this Agreement.
- 5.2** The Manager may terminate this Agreement by giving not less than 90 days' written notice to the Body Corporate of the intended date of the termination and the reason/s therefor which reasons may be mediated by the parties ending in the withdrawal of the notice.
- 5.3** The Body Corporate may terminate this Agreement by giving not less than 90 days' written notice to the Manager of the intended date of the termination and the reason/s therefor which reasons may be mediated by the parties ending in the withdrawal of the notice.

6 OBLIGATIONS OF THE BODY CORPORATE

- 6.1** The Body Corporate shall not allow, condone or permit any activity from upon or within the boundaries of its Unit Plan which are illegal or are, or which could be construed to be, injurious to the reputation of the Body Corporate or to the reputation of its Unit Owners, their Occupiers or the Manager.
- 6.2** The Body Corporate shall give fair consideration and attention to any written recommendations made to it by the Manager and shall either adopt those recommendations and ensure they are carried out or explain the reasons for not doing so in writing to the Manager and to the Unit Owners.
- 6.3** The Body Corporate shall be responsible for ensuring that it complies in all respects with the Health and Safety Laws of New Zealand.
- 6.4** The Body Corporate shall allow the Manager to perform its obligations under this

Agreement and assist it to facilitate the said performance in a co-operative and friendly manner.

7 OBLIGATIONS OF THE MANAGER

- 7.1** The Manager shall carry out its obligations under this Agreement responsibly, honestly, and fairly having full regard to the respective rights of the Unit Owners and its obligations under the Act.
- 7.2** The Manager shall perform the services and undertake the duties set out in the First and Second Schedule to this Agreement.
- 7.3** The Manager will abide by and discharge its duties in accordance with the code of conduct for body corporate managers as detailed in Schedule 1B of the Regulations.
- 7.4** The Manager shall give consideration and attention to any written recommendations made to it by the Body Corporate and shall either adopt those recommendations and ensure they are carried out or explain the reasons for not doing so in writing to the Body Corporate and to the Unit Owners.
- 7.5** The following further obligations of the Manager apply pursuant to Regulation 28C:
 - 7.5.1** The Manager is to report to every Annual General Meeting of the Body Corporate in writing or verbally on the performance of its functions and duties and on whether or not there has in its opinion been any need for any further periodic reviews of targets or other performance matters.
 - 7.5.2** The Manager or its representative is to chair all General Meetings of the Body Corporate unless the Chairperson of the Body Corporate insists on doing so.
 - 7.5.3** The Manager upon termination of this Agreement must within 3 months thereof deliver to the Body Corporate or to its new Manager all of the funds belonging to the Body Corporate together with those of its records and other things that are considered by law to be essential to its ongoing functions and operations.

8 FACILITIES MANAGEMENT

The Manager shall carry out the following facilities management duties:

- 8.1** Ensure as far as practical that the Common Property and common services of the Body Corporate are kept clean and tidy and maintained in accordance with the Body Corporate's repairs and maintenance obligations.
- 8.2** Arrange at the cost of the Body Corporate through external consultants as necessary, the development and preparation of a long-term maintenance plan (**LTMP**) in accordance with the requirements of the Act.
- 8.3** Arrange at the cost of the Body Corporate through external consultants as necessary, the development and preparation of a Health and Safety Plan in accordance with the requirements of the Health and Safety at Work Act 2015, so as to enable the Body Corporate to fulfill its obligations under clause 6.3.
- 8.4** Appoint all maintenance and service contractors required to maintain the Common

Property and services to an appropriate standard.

- 8.5** Maintain a current schedule of contracts for which the Body Corporate is responsible relating to the Property.
- 8.6** Inspect the property for which the Body Corporate assumes responsibility to ensure a satisfactory standard of repair and maintenance.
- 8.7** Initiate any preventative maintenance works required (where such works are the responsibility of the Body Corporate and are not subject to a maintenance contract) within the cost limits given in the budget approved by the Body Corporate and refer to the Body Corporate any such works more than the approved budget.
- 8.8** Take whatever measures are required without reference to the Body Corporate to eliminate risk in the event of an emergency when the safety of the Property or its occupants or the supply of essential services is at risk.
- 8.9** Advise the Body Corporate on any insurance claims in respect of the Property, initiate such claims and report in writing to the Body Corporate on the progress and completion of all such claims.
- 8.10** Where applicable, organise the renewal and display of the annual Warrant of Fitness as required by the Building Act 2004.
- 8.11** Where a compliance schedule is required for any buildings on the Property:
 - 8.11.1** obtain a compliance schedule, if not already issued.
 - 8.11.2** ensure that the inspection, maintenance and reporting procedures specified in the compliance schedule are undertaken in accordance with the requirements of the compliance schedule.
 - 8.11.3** comply with all other obligations imposed on building owners under the Building Act 2004, where these can reasonably be undertaken by the Manager.
- 8.12** When required review in conjunction with the Body Corporate and where necessary any person qualified to advise security measures, fire and safety responsibilities and evacuation procedures for the Property (Fire Safety and Evacuation of Building Regulations).

9 MANAGEMENT FEE REVIEWS

- 9.1** For the 1st and 2nd terms referred to in clauses 4.1 and 4.2 of this Agreement the remuneration to be paid by the Body Corporate to the Manager by way of the annual management fee shall be \$13,861.80 (plus GST). For clarification, the annual management fee referred to in this clause includes recovery all the disbursements paid for by the Manager incurred in the carrying out of its functions, duties, and obligations pursuant to this Agreement which previously in many instances had been recovered by it by way of a separate disbursements charge.
- 9.2** At the commencement of each subsequent term of 1 year pursuant to clause 9.1 the annual management fee to be paid by the Body Corporate to the Manager shall be the annual amount payable for the immediately concluded term uplifted by not more than 5% or uplifted by an amount equivalent to the movement in the Consumer Price Index

(All Groups) or nearest equivalent as measured by Statistics New Zealand as relating to the previously completed 1 measurable Index year (plus GST), whichever is the greater.

- 9.3** If the duties, functions or obligations to be undertaken or met by the Manager should change in any significant manner from those set out in this Agreement either party may commence a negotiation to change the annual management fee payable to the Manager and the said negotiations must be concluded in good faith by mutual agreement of the parties or be determined by the formal process of mediation, the costs of which shall be borne equally by the parties. Thereafter the annual management fee payable to the Manager shall be the newly determined amount and subsequent uplifts shall apply to that amount in the manner set out in clause 9.2 of this Agreement.

10 NOTICES

- 10.1** Any notice to be given under this Agreement to the Body Corporate or to the Manager shall be in writing and shall be either:

- 10.1.1** Personally delivered.
- 10.1.2** Mailed by prepaid registered mail.
- 10.1.3** Delivered by email transmission.

to the addressee's last known address in New Zealand,

- 10.2** The following are the parties' addresses at the date of this Agreement:

10.2.1 The Body Corporate:

- (a) Street Address - 76 Moorhouse Avenue, Addington, Christchurch
- (b) Postal Address - P O Box 41076 Ferrymead, Christchurch
- (c) Email Address - info@pbcs.co.nz
- (d) Registered Office – as for clause 10.2.1 (a) of this Agreement.

10.2.2 The Manager:

- (e) Street Address - 76 Moorhouse Avenue, Addington, Christchurch
- (f) Postal Address - P O Box 41076 Ferrymead, Christchurch
- (g) Email Address - info@pbcs.co.nz
- (h) Registered Office – as for clause 10.2.2 (e) of this Agreement.

- 10.3** Any Notice required to be given under this Agreement or implied by statute shall be

valid and effectual if given under the hand of the party, the party's solicitor, or any authorised representative for the time being of the party and if the party is a corporation by its general manager or a director.

10.4 Any such Notice sent by registered mail shall be deemed to have been received on the 5th business day following the date of mailing. Any such Notice sent by email shall be deemed to be received by 10.00 am on the next business day after it is sent.

10.5 If a party changes its address or its email address the addresses previously specified in this Agreement shall continue to be the addresses of that party for the purposes of this Agreement until that party gives written Notice to the other party giving full particulars of the change or changes.

10.6 For the avoidance of doubt, noting the registered address of the Body Corporate is the Manager's address, any formal notices served on the Body Corporate, shall also be sent via email to each of the Chairperson and the Body Corporate committee.

11 SEVERANCE

11.1 Every provision in this Agreement shall be read and construed so as not to be in contravention of law and where any provision of this Agreement would, but for this clause, be void, inoperative or ineffective wholly or partly, for any reason it shall nevertheless be valid to the extent that it is not void, inoperative or ineffective and shall not affect the validity or force of any other provision or term of this Agreement. It is expressly agreed that for the purpose of giving effect to this clause of this Agreement, any provision in this Agreement or any part of this Agreement may be severed, ignored or read down.

12 GOVERNING LAW

12.1 This Agreement shall be governed and construed in all respects in accordance with the Laws of New Zealand and to the extent that the Body Corporate and the Manager are legally able to do so they hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of New Zealand in respect of any legal proceedings in connection therewith.

13 COSTS

13.1 Any costs and disbursements incurred in the preparation, execution and/or amendment of this Agreement shall be borne equally by the parties.

14 ENTIRE AGREEMENT

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

15 ASSIGNMENT BY THE MANAGER

15.1 The Manager shall be entitled to assign all of its rights, interests and obligations arising out of this Agreement or to arrange for any change in its ownership in favour of any

other reputable Body Corporate Manager after giving prior Notice to the Body Corporate and the consent of the Body Corporate shall automatically be deemed to have been given thereto unless the Body Corporate lodges a written Notice to the Manager within 10 business days of its receipt or deemed receipt of the said Notice pursuant to clause 10 of this Agreement of a decision of the Body Corporate to not consent to the said assignment or change and the said consent shall not be unreasonably withheld by the Body Corporate.

16 ADOPTION OF THIS AGREEMENT

- 16.1** Adoption of this Agreement by the parties shall be achieved at the General Meeting of the Body Corporate by an Ordinary Resolution proposing its adoption being passed by the requisite majority.

FIRST SCHEDULE

Within Two Months Before an Insurance Due Date or Within Two Months After the Financial Year End whichever applies

The Duties of the Body Corporate Manager will comprise:

- Issuing annual instructions to a Registered Valuer to prepare a Buildings Valuation Report for Insurance renewal purposes.
- Arranging quotations for Replacement Insurance for the Buildings and other appurtenances on the best possible terms through reputable Insurance Brokers together with cover for Public Liability and, if required by the requisite number of Unit Owners, for Statutory Liabilities, Employers Liability and Fines and Penalties and any other insurable risks requested by them and ensuring that all Insurance Policies are renewed, paid up and kept current.
- Preparing the Annual Financial Accounts and Notes thereto and attesting to their truth and fairness.
- Preparing the detailed Budgets for the ensuing financial year for submission to the Annual General Meeting for approval.
- Preparing and dispatching the Annual General Meeting package to all Unit Owners (comprising a Notice of Meeting including a detailed Agenda with full text of Proposed Resolutions, detailed Annual Financial Accounts for the year plus Budgets for the ensuing year covering the Operating Account and the Long-Term Maintenance Fund and/or any other applicable Funds).
- Attending the Annual General Meeting.
- Preparing the Minutes of every Annual General Meeting and every Extraordinary General Meeting and dispatching them to every Unit Owner.

Throughout the Financial Year

These Duties will comprise:

- Liaising with Unit Owners and Unit Occupiers on all necessary matters.
- Periodically inspecting the Body Corporate's property to ensure that everything is tidy and running smoothly and that all contractors are performing.
- Preparing and dispatching the periodic Body Corporate levy accounts to Unit Owners for payment.
- Receiving and banking the periodic levies to the credit of the Body Corporate's account in the Manager's Trust Bank Account and ensuring these are received by the respective due dates. The Manager is authorised to use its discretion to remove interest penalties on late payments in appropriate circumstances.
- Paying all the Body Corporate's accounts for payment through the Body Corporate's account in the Manager's Trust Bank Account.

- Where they are recoverable in terms of the Act, recovering amounts paid out from time to time on behalf of Unit Owners and, if required, initiating legal recovery action in respect of such amounts and in respect of any overdue Body Corporate levies.
- Maintaining the Books of Account of the Body Corporate and supplying to authorised persons any information contained therein to which they are entitled.
- Maintaining the Body Corporates Register of Unit Owners and Mortgagees and advising details of changes therein to Insurers as required by the Act and supplying copies to authorised persons upon request.
- Initiating appropriate changes to the Body Corporate's Operational Rules as required and maintaining an updated copy of same.
- Advising the Registrar of Land of any changes to the Body Corporate's Operational Rules or to its Address for Service and lodging any other document as required by the Act and supplying copies of the Operational Rules to Unit Owners and prospective Unit Purchasers upon request.
- Ensuring that renewal of the Building Warrant of Fitness has been issued if required.
- Preparing and filing Income Tax and Goods and Services Tax Returns if required.
- Attending to sundry correspondence and to all other miscellaneous matters that arise.

SECOND SCHEDULE

The Manager will undertake the following additional services and charge for them on a time and attendance basis plus disbursements:

- Providing any certificates or information of the Body Corporate or on behalf of an owner under Part 2, Subpart 14 of the Act (Disclosure Information).
- Attendance on any solicitors or other agents appointed to act for the Body Corporate under section 171 of the Act or in any other Court or Tribunal.
- Convening and attending any meetings additional to an Annual General Meeting (for example an Extraordinary General Meeting).
- Convening and attending any committee meetings for the Body Corporate, in excess of the agreed one per year.
- Subject to the terms of any Building Manager's contract or written directions from the Body Corporate (or its committee or Chairperson), dealing with any consulting engineer or other professional for purposes relating to a building warrant of fitness, the Health and Safety Plan, the long-term maintenance plan or other matters relating to the Body Corporate.
- Additional services required as the result of insurance events such as earthquake, floods or similar.
- All and any other services, where directed by the Body Corporate (or its committee or Chairperson) relating to the administration of the Body Corporate or its common property or infrastructure outside of those matters referred to above and in the First Schedule.
- Hosting an audit of the Body Corporate's Financial Accounts for any of its Funds or Plans commissioned as a result of a decision by the Body Corporate or by any other authorised body.

THIRD SCHEDULE: SCHEDULE OF FEES

Annual Management Fee

The annual management fee for the initial term pursuant to clause 4.1 and the first continuation term pursuant to clause 4.2 shall be \$13,861.80 plus GST.

Pre-Contract and Pre-Settlement Disclosure Fees

Pre-Contract Disclosure Statements' (PCDSs) and Pre-Settlement Disclosure Statements' (PSDSs) fees are charged on a user pays basis and all fees are payable by the unit owner or its legal representative requesting the disclosure(s). Until renegotiated by the Body Corporate and the Manager the following fees apply:

- The fee for a PCDS shall be \$450 plus GST.
- The fee for a PSDS shall be \$390 plus GST.

Additional Work Fees

Hourly rates payable for additional work as defined in the Second Schedule of this Agreement until renegotiated by the Body Corporate and the Manager shall be:

- Office and support staff – \$100 per hour plus GST.
- The Body Corporate Manager or its Financial Controller – \$250 per hour plus GST.

Commissions

The Manager may receive commissions from Insurance Brokers on insurance business placed and/or interest credited on nominal monies in its Westpac Bank Trust Account. These receipts are used to defray the cost of the Manager's computer operations and upgrades and other operating costs.

The Manager does not earn commissions from the tradesmen that are engaged to perform services for its Body Corporate clients.

Term Deposits

Surplus funds over \$20,000 held in the Manager's Trust bank account belonging to the Body Corporate will be invested on Term Deposit with a bank in multiples of \$20,000 in the name of the Body Corporate. The resultant interest earnings may warrant the need for an Income Tax Return to be prepared and lodged at no additional charge on behalf of the Body Corporate.

On-Charge Invoices

For any invoices charged outside the normal Body Corporate levy structure such as miscellaneous invoices we reserve the right to charge an administration fee for our attendances in preparing these.