Strata Title Administration Ltd
bc@stratatitle.co.nz
www.bodycorporate.co.nz

Auckland Phone (09) 307 3721
PO BOX 3187, Auckland 1140
Wellington Phone (04) 974 1011
PO Box 384, Wellington 6140
Christchurch Phone (03) 925 8749
Unit 5, 71 Gloucester Street,
Christchurch 8013

10 March 2025

Dear Owner,

Re: Body Corporate 76157
Property at 119 East Tamaki Road, Papatoetoe, Auckland 2025
Annual General Meeting

We advise that the Annual General Meeting of your Body Corporate is to be held at 10:00am on Monday, 24 March 2025 at the office of Strata Title Administration Ltd, Level 1, Dilworth Building, corner of Queen Street and Customs Street East, Auckland and via MS Teams video conference facility.

Should you need to attend remotely, please use the link in the cover email to access the meeting.

Please find enclosed:

- the Agenda and supporting documentation for the meeting;
- a postal voting form for you to complete if you are unable to attend the meeting, and wish your vote to be counted without appointing a proxy; and
- a proxy form for you to complete if you wish to appoint someone to represent you.

Please bring the agenda and the attachments with you to the Annual General Meeting.

I look forward to seeing you at the meeting.

Yours sincerely,

NElston

Nicola Elston
Body Corporate Manager

BODY CORPORATE NO 76157 (BODY CORPORATE)

Property at 119 East Tamaki Road, Papatoetoe, Auckland 2025

NOTICE IS HEREBY GIVEN that the **ANNUAL GENERAL MEETING** (AGM) of the Body Corporate will be held at the office of Strata Title Administration Ltd, Level 1, Dilworth Building, corner of Queen Street and Customs Street East, Auckland and via MS Teams video conference facility on Monday, 24 March 2025 commencing at 10:00am.

A link to attend the meeting online via MS Teams has also been emailed to all owners.

AGENDA:

1 APPOINTMENT OF CHAIRPERSON OF THE MEETING
To consider resolving: That the Body Corporate elects a representative of Strata Title Administration Ltd (Strata) to chair the meeting.

2 APOLOGIES, PROXIES, POSTAL AND PRE-MEETING ELECTRONIC VOTES
To consider resolving: That the apologies, proxies, postal votes and pre-meeting electronic votes be accepted and the meeting declared quorate.

3 FINANCIAL STATEMENTS
Discussion of the attached financial report.
To consider resolving: That the Body Corporate approves the financial report for the period **1 February 2024 to 31 January 2025**.

4 REPORT FROM THE COMMITTEE
In accordance with Unit Titles Regulations 28(1) and 28(3) to receive a report from the Committee *(to be tabled at the meeting)*.
To consider resolving: That the Committee's report is adopted.

5 CHAIRPERSON OF THE BODY CORPORATE
To receive a nomination for an owner to be appointed as Chairperson of the Body Corporate and Chairperson of the Committee *(to be tabled at the meeting)*.
To consider resolving: That the Body Corporate appoints [insert name] as the Chairperson of the Body Corporate and Committee.

6 COMMITTEE
(i) To receive nominations for owners to be candidates for election as committee members *(to be tabled at the meeting)*.
To consider resolving: That the Body Corporate elects a committee of [insert number] members, which shall have a quorum of [insert number] members, comprising:[insert names]

(ii) Conflict of interest register: In accordance with Unit Title Regulation 6(5)(ca) to receive a copy of the body corporate committee interests register (attached).
To consider resolving: That the Interests Register is received.

7 DELEGATION OF DUTIES
To consider resolving by special resolution: That pursuant to Section 108(1) of the Unit Titles Act (the Act) until the end of the next annual general meeting of the Body Corporate all of its powers and duties are delegated to the Committee, save those powers reserved to the Body Corporate under Section 108(2); and that this resolution is evidence of the Committee's authority to perform the powers and duties so delegated to it; and serves as notice of delegation; that the Chairperson's duties set out in Regulation 11 are delegated to the Committee; and that the Committee will report to the Body Corporate on an annual basis regarding its performance of these powers and duties.

8 OFFICE BEARERS LIABILITY (OBL) INSURANCE
To acknowledge the liability on owners elected to the positions of chairperson and members of a committee, and also the Body Corporate as an entity. Please see the attached OBL renewal quotations, which have been forwarded to the Committee for review and placement instruction, as the policy renews on the same date the annual general meeting will be held.

To consider resolving: That the Body Corporate ratifies a previous decision to place the insurance with **Chubb** for **$724.50** for OBL cover of $1,000,000, to cover both indemnity and defence costs, for the period **24 March 2025 to 24 March 2026**.

9 BODY CORPORATE REINSTATEMENT INSURANCE

Discussion of the Body Corporate's reinstatement insurance and valuation requirements and the attached competitive quotations, which have been forwarded to the Committee for review and placement instruction, as the policy renews on the same date as the annual general meeting.

To consider resolving: That the Body Corporate ratifies an earlier decision to place the insurance with **Vero** for principal cover at the quoted premium of **$11,651.70** for the period **24 March 2025 to 24 March 2026** and that Strata is to arrange the annual reinstatement valuation and pay the cost as per the budget.

10 INSURANCE EXCESS

To consider resolving: That the owner, and not the Body Corporate, is to pay any excess in the event of a claim except where a claim relates to common property in which case the Body Corporate is to pay the excess, notwithstanding that if the damage being claimed for is attributable to the actions, or inaction, of an owner(s) or their resident(s) then the owner(s) of the unit is to pay the excess.

Excess Structure:
$400 for Owner Occupied Units
$500 for Common Area & Liability Claims
$650 for Tenanted Units
$1,000 for Unoccupied Units & Air BNB/Short Term Accommodation (Malicious Damage cover is excluded whilst let out) & Water Damage
$10,000 for Landslip/Subsidence Earthquake - 2.5% of Material Damage Sum Insured, Minimum $2,500

Broker details:
Rebecca Redford - Senior Associate
M: +64 (21) 733 586
E: rebecca.redford@howdengroup.com

Lisa Russell - Associate - Support
M: 09 358 7236
E: lisa.russell@howdengroup.com

Neha Manhas - Associate - Claims
M: 09 802 4094
E: neha.manhas@howdengroup.com

11 SERVICE CONTRACT

Discussion of the administrative requirements of the Body Corporate.

To consider resolving: That the Body Corporate signs a new updated Service Contract with Strata to assist the Body Corporate to perform its duties under the Act and Regulations, which Service Contract is to be agreed with and signed by the Committee or Chairperson in general conformity with the copy attached to this AGM agenda.

12 COMMON MAINTENANCE MATTERS

To consider resolving: That the Body Corporate's Chairperson/Committee is to agree, approve and arrange the maintenance required over the forthcoming year.

13 LONG TERM MAINTENANCE PLAN (LTMP)

To discuss the Body Corporate's obligation to have a LTMP and review it at least every three years.

The Body Corporate has a LTMP drafted by Solutions in Engineering which is reviewed by the Committee each year to plan annual maintenance and set the proposed contingency fund budget (see budget and levy item of the agenda) to fund the LTMP.

To consider resolving:

(i) That the Committee is to continue to review the Body Corporate's LTMP drafted by Solutions in Engineering on an annual basis and arrange for any changes arising as a result of the review process to be incorporated into the LTMP.

(ii) That the Body Corporate's Committee is to continue to arrange the required maintenance set out in the plan as and when required.

14 LONG TERM MAINTENANCE FUND (LTMF)

Explanation of Section 117 of the Act pertaining to a LTMF.

To consider resolving by special resolution: That the Body Corporate does not maintain a LTMF but utilises a Contingency Fund to finance its LTMP.

15 HEALTH & SAFETY AT WORK ACT 2015

(i) The Health & Safety at Work Act 2015 (HSWA) came in to force in April 2016. The HSWA introduces the concept of a Person Conducting a Business or Undertaking (PCBU) as the principal duty holder. A legal opinion from Price Baker Berridge is that as the Body Corporate will carry out work from time to time which work is considered to be an "undertaking" it is therefore a PCBU.

The Body Corporate has a health & safety report and hazard register for the complex which the Committee review and update to ensure any hazards noted are removed, minimised or highlighted and any new hazards are noted. Owners are encouraged to ensure they have reviewed the Hazard Register and advise any other relevant parties, including tenants of these hazards where necessary.

The Body Corporate also resolved procedures in relation to the induction of contractors to site and asbestos at its previous AGM.

<u>To consider resolving</u>: That the Body Corporate instructs the Committee to continue to update the hazard register for the complex and to attend to any hazards as may be required to either remove, minimise or highlight them to ensure a safe environment for all residents, owners and visitors.

(ii) Asbestos Assessment status: To confirm the arrangements regarding the completion of an assessment of the common areas for asbestos related risk, what steps are being taken in response, and if any follow-up reviews are scheduled.

(iii) Asbestos Management Procedure

<u>To consider resolving</u>: That prior to any owner carrying out repairs, remedial works, renovations or similar building works in their unit and/or any common areas they must initially check for any asbestos being present in the materials that they will be working on; and that if asbestos is discovered the owner must report this immediately to the Committee and await their approval to proceed with the works, which approval would be conditional upon ensuring that an appropriate professional contractor is engaged to handle the removal/management of the asbestos in line with all legal requirements.

16 BUDGET AND LEVIES

To review the proposed budget *(attached)* for the Body Corporate for the forthcoming financial year.

<u>To consider resolving</u>:

(i) That the Body Corporate adopts an **operating account budget** of **$17,545.82** and a **contingency fund budget** of **$29,973.00** for the period **1 February 2025 to 31 January 2026** and sets the levy due date as **1 May 2025.**

(ii) That Strata is authorised to pay standard/regular accounts on behalf of the Body Corporate as they fall due, which accounts relate to the day to day operation of the Body Corporate in accordance with the approved budget, but that any non-standard accounts are to be approved by the Chairperson/Committee.

17 DEBT RECOVERY REGIME

<u>To consider resolving</u>: That the Body Corporate reaffirms its previous comprehensive debt collection regime resolution that seeks to recover from owners who do not pay their levies on time, the full costs associated with all aspects of collecting those levies which term includes all other sums due from the owners to the Body Corporate (please see minutes of previous AGM's detailing the Debt Collection Regime which are on the Body Corporate's 'Owner Portal' at www.stratatitle.co.nz).

18 TAX AGENT

<u>To consider resolving</u>: That the Body Corporate authorises Strata to appoint Bendall and Cant Limited, Chartered Accountants, on their normal terms and conditions, to act as tax agent for the Body Corporate for all tax types and to obtain information from Inland Revenue as required about the Body Corporate.

19 AUDIT OF THE BODY CORPORATE'S FINANCIAL STATEMENTS

Explanation of section 132(8) of the Act.

<u>To consider resolving by special resolution</u>: That all transactions of the Body Corporate are to be made through the Strata Trust Account, which is subject to a two monthly transactional audit by Forbes, Chartered Accountants, and that if any interest is earned on Body Corporate funds it is to be retained by Strata to offset the Trust Account operating and audit costs, and that in terms of Section 132(8) of the Unit Titles Act 2010, the Body Corporate does not appoint an auditor for the financial statements for the most recently completed financial year.

20 COMMUNICATION

<u>To consider resolving</u>: That if Strata has an email address on file for an owner, all correspondence will be sent by email only and not by post, notwithstanding that if Strata is notified in writing by an owner that correspondence is to be sent to them by post that this request will be actioned and no information will be sent to that owner by email.

21 MINUTES TO BE A RECORD OF THE BUSINESS OF THE ANNUAL GENERAL MEETING

To consider resolving: That if within thirty days of distribution of the minutes Strata does not receive any written request from a person who attended the meeting to amend any part of the minutes, that the minutes are adopted as a true and accurate record of the Annual General Meeting.

22 GENERAL BUSINESS

Please note that no "new" items of business may be tabled for voting on at the AGM that are not already set out on the AGM agenda. Comments may however be tabled for notation in the minutes of the AGM.

23 AGM CLOSURE

NOTES:

(a) **Quorum**: For a valid meeting 25% of unit owners must be present either by postal votes or in person or by proxy. If a quorum is not reached the meeting must be adjourned until the same day 1 week later and the reconvened meeting must be held at the same time and place. The number of unit owners at the adjourned meeting are deemed to be a quorum.

(b) **Voting at the Meeting**: You cannot vote at the meeting unless all levies and any other money due from the owner has been paid to the Body Corporate.

(c) **Resolutions**: For voting purposes an ordinary resolution is passed if a majority of eligible voters who vote on the resolution vote in favour of the resolution. A special resolution is passed if 75% of eligible voters who vote on the resolution vote in favour of the resolution.

(d) **Payment of levies**: A levy notice will be distributed with the minutes of this AGM. Levies can be paid electronically by:

- **Internet Banking** - Banking details will be shown on the levy notice.
- **Eftpos** - Eftpos facilities are available at Strata's office.
- **Credit Card** - Credit card payments can be made by phone or at the offices of Strata. Please note that any payment by credit card attracts a 4% merchant fee. **Visa/Mastercard only.**

(e) **Strata Owner Portal Access:**

Owners have 24 hour access to their body corporate information via Strata's website. To access this service visit www.stratatitle.co.nz and click on the Owner Portal button to log in. If owners require their personal login details would they please email bc@stratatitle.co.nz and we will issue/reissue the necessary access login.

Information which can be accessed via the owner portal is:

- Personal address details (which can be changed on owner's instructions);
- Personal levy account history; and
- **Copies of many body corporate documents including: recent AGM notices, agendas, minutes, insurance certificate and your Body Corporate's rules.**

(f) **Code of Conduct for body corporate committee members:** The members of a body corporate committee must comply with the code of conduct for committee members as prescribed in the regulations below:

- A member must have a commitment to acquiring an understanding of anything in the Unit Titles Act, including the code of conduct, that is relevant to the member's role on the committee.
- A member must act honestly and fairly in performing the member's duties as a committee member.
- A member must not unfairly or unreasonably disclose information held by the body corporate, including information about an owner of a unit, unless authorized to do so by law.
- A member must act in the best interests of the body corporate in performing the members duties as a committee member, unless it is unlawful to do so.
- A member must comply with the Act, these regulations, including this code, and any other applicable legislation relating to matters for which the committee has responsibility in performing the members duties as a committee member.
- A committee member who is eligible to vote must disclose to the committee any conflict of interest the member may have in a matter before the committee.

FOR FURTHER INFORMATION ON THE:

UNIT TITLES ACT 2010: please go to the link
<http://www.legislation.govt.nz/act/public/2010/0022/latest/DLM1160440.html>

UNIT TITLES REGULATIONS 2011: please go to the link
<http://www.legislation.govt.nz/regulation/public/2011/0122/latest/DLM3695701.html>

BODY CORPORATE 76157

PROPERTY AT 119 EAST TAMAKI ROAD, PAPATOETOE, AUCKLAND, 2025

SPECIAL PURPOSE FINANCIAL REPORTS

FOR THE FINANCIAL YEAR 01 FEBRUARY 2024 TO 31 JANUARY 2025

INDEX

1. **Annual Financial Reports**
    - **Statement of Financial Position (Balance Sheet)**
    - **Statement of Financial Performance (P & L A/C)**
    - **Levy Positions - In Arrears Report**
2. **Notes to Annual Financial Reports**
3. **Audit Certificate - Strata Title Admin. Ltd – Trust Account**

Strata Title Administration Ltd
Dated: 14 February 2025

Strata Title Administration Ltd
bc@stratatitle.co.nz
www.bodycorporate.co.nz

Statement of Financial Position
As at 31/01/2025

Auckland Phone (09) 307 3721
PO BOX 3187, Auckland 1140
Wellington Phone (04) 974 1011
PO Box 384, Wellington 6140
Christchurch Phone (03) 925 8749
Unit 5, 71 Gloucester Street,
Christchurch 8013

Body Corporate 76157 — 119 East Tamaki Road, Papatoetoe Auckland 2025

	Current period
Owners' funds	
Operating Account	
Operating Surplus/Deficit--Operating	270.83
Owners Equity--Operating	3,227.69
	3,498.52
Contingency Fund	
1 Operating Surplus/Deficit--Contingency	5,000.01
1 Owners Equity--Contingency	25,032.05
	30,032.06
Net owners' funds	**$33,530.58**
Represented by:	
Assets	
Operating Account	
Cash at Bank--Operating Account	3,470.34
Receivable--Levies--Operating	28.18
	3,498.52
Contingency Fund	
1 Cash at Bank--Contingency	30,023.71
1 Receivable--Levies--Contingency	8.35
	30,032.06
Unallocated Money	
Cash at Bank--Unallocated	1,062.50
	1,062.50
Total assets	34,593.08
Less liabilities	
Operating Account	
	0.00
Contingency Fund	
	0.00
Unallocated Money	
Prepaid Levies	1,062.50
	1,062.50
Total liabilities	1,062.50
Net assets	**$33,530.58**

Strata Title Administration Ltd
bc@stratatitle.co.nz
www.bodycorporate.co.nz

Statement of Financial Performance for the financial year to 31/01/2025

Auckland Phone (09) 307 3721
PO BOX 3187, Auckland 1140
Wellington Phone (04) 974 1011
PO Box 384, Wellington 6140
Christchurch Phone (03) 925 8749
Unit 5, 71 Gloucester Street,
Christchurch 8013

Body Corporate 76157 — 119 East Tamaki Road, Papatoetoe Auckland 2025

Operating Account

	Current period 01/02/2024-31/01/2025	Annual budget 01/02/2024-31/01/2025
Revenue		
Levies Due--Operating	16,872.00	16,871.98
Total revenue	16,872.00	16,871.98
Less expenses		
Admin--Management Fees--Standard	2,654.00	2,654.00
Insurance--Office Bearers Liability	713.00	713.00
Insurance--Premiums	11,291.98	11,291.98
Insurance--Valuation	736.00	713.00
Maint Bldg--General Maintenance & Disbursements	126.19	500.00
Maint Grounds--Lawns & Landscaping	1,080.00	1,000.00
Total expenses	16,601.17	16,871.98
Surplus/Deficit	270.83	0.00
Opening balance	3,227.69	3,227.69
Closing balance	**$3,498.52**	**$3,227.69**

Contingency Fund

	Current period 01/02/2024-31/01/2025	Annual budget 01/02/2024-31/01/2025
Revenue		
1 Levies Due--Contingency Fund	5,000.01	5,000.00
Total revenue	5,000.01	5,000.00
Less expenses		
1 Contingency--Other Expenses	0.00	5,000.00
Total expenses	0.00	5,000.00
Surplus/Deficit	5,000.01	0.00
Opening balance	25,032.05	25,032.05
Closing balance	**$30,032.06**	**$25,032.05**

BODY CORPORATE 76157
PROPERTY AT 119 EAST TAMAKI ROAD, PAPATOETOE, AUCKLAND, 2025

NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS
FOR THE FINANCIAL YEAR 01 FEBRUARY 2024 TO 31 JANUARY 2025

1. STATEMENT OF ACCOUNTING POLICIES

(a) Reporting Entity

These Special Purpose Financial Statements of ***BODY CORPORATE 76157,*** property at ***119 EAST TAMAKI ROAD, PAPATOETOE, AUCKLAND, 2025*** under s132 of the Unit Titles Act 2010, are prepared for the purpose of reporting to the Body Corporate members on the receipts and payments of the Body Corporate for the period. Under the Unit Titles Act 2010 the Body Corporate must present Financial Statements each year.

(b) Measurement Base

The accounting principles recognised as appropriate for the measurement and reporting of earnings and financial position on a historical cost basis have been used, except for certain items for which specific accounting policies have been identified.

The financials statements of the Body Corporate are prepared on a going concern basis.

(c) Specific Accounting Policies Base

The Financial Statements are prepared on a cash basis. The amount shown as Levies Due represents the full amount levied in the period, not the levies paid.

(d) Goods and Services Tax

The Body Corporate is ***GST unregistered*** and the amounts shown in the Financial Statements are ***inclusive*** of GST where applicable.

(e) Taxation

Income from Interest and Dividends are taxable in the Bodies Corporate hands. The correct tax is deducted at source or available by way of Imputation Credits. All interest/dividends are recorded net of tax.

(f) Changes in Accounting Policies

There have been no changes in accounting policies. All policies have been applied on basis consistent with those in previous years.

2. NOTES TO THE ACCOUNTS

(a) Capital Commitments

The entity has no capital commitments ***as at 31 January 2025.***

(b) Levies contained in the Statement of Financial Position

The entity has outstanding levies ***as at 31 January 2025.*** *(Please see attached Levy Position Arrears Report).*

All outstanding levies, late charges, their fees, and any other charges from the owners are being collected.

The outstanding balance has been fully paid at the time of preparing the financial reports.

(c) Outstanding Owners' Invoices contained in the Statement of Financial Position

The entity has no outstanding owners' invoices ***as at 31 January 2025.***

(d) Outstanding Accounts contained in the Statement of Financial Position

The entity has no outstanding accounts ***as at 31 January 2025.***

(e) Variances in Accounts contained in the Statement of Financial Performance

- **Maint Grounds--Lawns & Landscaping** exceeded the annual budget due to expenditure relating to trimming hedge, hibiscus and weed spray carried out by Mike Vickers t/a VIP Home Services.

FORBES audit + accounting

INDEPENDENT ASSURANCE REPORT

To the Directors of Strata Title Administration Limited

We have undertaken a limited assurance engagement on the compliance of Strata Title Administration Limited's operation of the Trust Account for the two months ended 30 November 2024.

Conclusion

Based on the procedures performed and evidence obtained from the procedures we have performed, nothing has come to our attention that causes us to believe that Strata Title Administration Limited does not comply, in all material respects, with the following criteria for two months ended 30 November 2024

- The funds held for each of the entities under Strata Title Administration Limited umbrella can be identified within the Trust account;
- Receipts and payments are correctly accounted for;
- Appropriation of the funds is property authorised.

Basis for Conclusion

We conducted our limited assurance engagement in accordance with Standard on Assurance Engagements (SAE) 3100 (Revised) Compliance Engagements issued by the New Zealand Auditing and Assurance Standards Board.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our conclusion.

Strata Title Administration Limited's Responsibilities

The Directors are responsible for compliance of Strata Title Administration Limited with the applicable criteria stated above namely transactions correctly accounted for and charged to the correct entities within the Trust Account.

Our Independence and Quality Control

We have complied with the relevant ethical requirements of Professional and Ethical Standard 1 (Revised) relating to assurance engagements, which include independence and other requirements founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality, and professional behaviour.

In accordance with the Professional and Ethical Standard 3 (Amended) Forbes Audit and Accounting Limited maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards, and applicable legal and regulatory requirements.

Assurance Practitioner's Responsibilities

Our responsibility is to express a limited assurance conclusion on Strata Title Administration Limited's compliance with the requirement that transactions correctly accounted for and charged to the correct entities within the Trust Account, in all material respects. Our review has been conducted in accordance with SAE 3100 (Revised) to provide limited assurance that

Strata Title Administration Limited has complied with the correct accounting for transactions to various entities managed within their Trust Account. Our procedures included:

- An assessment of the Reporting Criteria, policies, and principles, with respect to their relevance, completeness, neutrality, and reliability;
- Assess to MRI software, which provides us with access trust account ledger of each of entities and access to archived invoices;
- An assessment of Strata Title's internal system to ensure the controls are adequate to size, business and criteria named above;
- At the corporate level, we have conducted interviews with responsible staff to assess the system of internal controls;
- At the corporate level, we have collected and reviewed supporting documents for the transactions sampled for testing;

Given the circumstances of the engagement, in performing the procedures listed above we: Through discussion, enquiries, and observation, obtained an understanding of Strata Title Administration Limited's compliance framework and internal control environment to meet the applicable criteria stated above namely transactions correctly accounted for and charged to the correct entities within the Trust Account.

Through discussion, enquiries, observation and walk throughs, obtained an understanding of relevant compliance activities that are undertaken to meet the compliance requirements, as required for the operation of the Trust Account.

The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement and consequently the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed. Accordingly, we do not express a reasonable assurance opinion on compliance with the compliance requirements.

Other than in our capacity as the independent assurance practitioners, we have no relationship with, or interests in, Strata Title Administration Limited.

Use of Report

This report has been prepared for the Directors of Strata Title Administration Limited in accordance with the criteria above. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than the Directors of Strata Title Administration Limited, or for any purpose other than that for which it was prepared.

Forbes

Forbes Audit and Accounting Limited
20 December 2024
Auckland

Strata Title Administration Ltd

bc@stratatitle.co.nz

www.bodycorporate.co.nz

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PO Box 384, Wellington 6140

Christchurch Phone (03) 925 8749
Unit 5, 71 Gloucester Street,
Christchurch 8013

Body Corporate 76157
Property at: 119 East Tamaki Road, Papatoetoe, Auckland

As per Section 114(C) of the 2010 Unit Titles Acts, the Body Corporate Committee is to keep a register of all disclosed conflicts of interest made by the committee members.

Name	Unit #	Conflict of Interest	Date Lodged

Definition of a matter of interest:

- May derive a financial benefit from the matter: or
- Is the spouse, civil union partner, de facto partner, child or parent of a person who may derive a financial benefit from the matter; or
- May have a financial interest in a person to whom the matter relates; or
- Is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or
- May be interested in the matter because the body corporate's operational rule say so.

Level 17, Vero Centre
48 Shortland Street, Auckland 1010
howdeninsurance.co.nz

Insurance Quotation for Body Corporate 76157

28 January 2025

Situation of Risk	119 East Tamaki Road, Papatoetoe, Auckland
Renewal Period	24 March 2025 to 24 March 2026
Property Description	7 x Residential Units
Replacement Value 2024 -2025	$4,630,000 + GST
Replacement Value 2025 – 2026	$4,690,000 + GST Valuation Dated – 13 December 2024 Replacement Value increase of $60,000
Claims costs paid – excluding GST	2013 - $2,391 2014 - $397 2018 - $5,289.35 2019 - $2,545.30 2023 - $1,543.73

Current Insurer 2024 – 2025	Expiry Premium
VERO Insurance New Zealand Limited	$11,291.98 Including GST

The premiums quoted below include the following Compulsory Government Levy charges which are calculated in accordance with the Guidelines provided:

- Fire & Emergency NZ Ltd (previously known as Fire Service Levy)
- Earthquake Commission (EQC)

Total Government Levies including GST for this year is $4,997.76

Insurer Quotes Provided 2025 – 2026	Excess Structure	Quoted Premium
NZI, a business division of IAG New Zealand Limited	$250 for Owner Occupied Units $400 for Tenanted Units $500 for Common Area & Liability Claims $1,000 for Unoccupied Units & Burglary $2,500 for Theft claims (no evidence of forced entry) & Air BNB/Short Term Accommodation & Water Damage $10,000 for Landslip/Subsidence Earthquake – 2.5% of Material Damage Sum Insured, Minimum $2,500	$11,720.25 Including GST
VERO Insurance New Zealand Limited	$400 for Owner Occupied Units $500 for Common Area & Liability Claims $650 for Tenanted Units $1,000 for Unoccupied Units & Air BNB/Short Term Accommodation (Malicious Damage cover is excluded whilst let out) & Water Damage $10,000 for Landslip/Subsidence Earthquake – 2.5% of Material Damage Sum Insured, Minimum $2,500	$11,651.70 Including GST

The above quotes provided are ALL SUBJECT TO:

- No New Claims prior to Renewal
- No Housing New Zealand, Kainga Ora, Emergency or Transitional Housing – unless noted in the Property Description (page 1) or specifically noted under the Insurer Quotes above
- Please Remember to advise us of any long-term Air BnB/Short Term Accommodation usage
- The presence of any of the above could change the premium/levy calculation and/or excess structure

FENZ Levy Increase effective 1 July 2024

The rate has increased from 0.106% to 0.1195% + GST.

For residential house risks, the levy increased from $109.00 to $119.50 + GST per house/unit/apartment.

Market Notes

Coming off the Auckland Floods and Cyclone Gabrielle, all insurers across all risks are increasing premiums/rates regardless of whether the clients have claimed or not.

Standard increases are starting at 20% through to 40% for those that have had claims costs in the last 12 months.

In additional to increases, all insurers are taking a much more conservative approach to underwriting risks and we are seeing over and over again them declining more risks and being way more cautious in their approach.

Please also note the replacement value increase as noted on the front page above as this impacts the premium increase as well.

Recommendation

Utilising this 'balanced scorecard' approach for a review of the Insurer quotations, provides a weighted assessment of all the relevant factors for each Insurer that has quoted.

Our recommendation is **Vero** for the next insurance year.

		NZI		**VERO**	
Factors	Weighting	Score	w/a	Score	w/a
Cover	40%	3	1.2	3	1.2
Premium	35%	3	1.05	4	1.4
Financial Rating	10%	3	0.3	3	0.3
Excess	10%	3	0.3	4	0.4
Existing Insurer	5%	0	0	4	0.2
Total Score			7.125		8.75

Office Bearers Liability

This Policy covers the Chairperson, Committee Members and Bodies Corporate/Entity for their legal liability and associated defence costs for Wrongful Acts (as defined within the policy) arising from their Bodies Corporate duties.

Definition of wrongful act

Any actual or alleged act, error, omission, breach of duty, breach of trust, breach of authority, misstatement or misleading statement by the Insured Person(s) while acting in their capacity as Insured Person(s) performing the Activities.

Chubb Insurance New Zealand Limited	Limit of Indemnity	Quoted Premium Including GST
CHUBB	$1,000,000 Any one Claim and in the aggregate	$724.50
	$2,000,000 Any one Claim and in the aggregate	$1,075.25
	$5,000,000 Any one Claim and in the aggregate	$2,340.25
Standard and Poor's AA- Rating (Very Strong) Please see full details below	Excess $1,000 All Claims	
	Subject to receipt of a fully completed Office Bearers Liability Declaration prior to renewal date.	
Extensions	• Unlimited Retroactive Date • Bodies Corporate/Entity Liability to the Limit of Indemnity • One Automatic Reinstatement of Limit of Indemnity • Liability of an Insured Persons Spouse • Liability of an Insured Person's Estate, Heir or Legal Representative • Advancement of Defence Costs • Investigations, Inquiries, Prosecutions (Criminal or Otherwise) • Continuous Cover • Discovery Period • Loss of Documents • Libel & Slander • Intellectual Property – Unintentional breaches • Work Health and Safety Defence Costs – Limit to $250,000 • Costs In Addition with respect to a Section 9 Charge – Limited to 10%	

Significant Exclusions	• Fraud or Dishonesty & Personal Profits • Retroactive Date • Prior Matters • Insured versus Insured • Pollution • Asbestos • Bodily Injury • Property Damage • Contractual Undertaking • Consequential Losses • Employment Contract Liability • Professional Services • Controlling Interest • Territorial Scope • Medical • Legal • Terrorism • Insolvency • Outside Directorship • Reciprocal Enforcement of Judgments
Amendments	• Communicable Disease Exclusion – Failure to Follow Protocols • Automatic Reinstatement • Contractual Undertaking Exclusion – only applies to the Insured Entity • Cladding Exclusion – Non Compliant Building Materials and Processes • Failure to Maintain Exclusion does not apply if the property has been insured for its full insurable value for the last twelve months

Insurer Financial Strength Ratings

AIG New Zealand Limited	A	Standard & Poor’s
Delta Insurance NZ Limited	AA-	Standard & Poor’s
Ando Insurance Group	A-	AM Best
Chubb Insurance New Zealand	AA-	Standard & Poor’s
NZI, a business division of IAG New Zealand Limited	AA-	Standard & Poor’s
QBE Insurance (Australia) Limited (NZ Branch)	A+	Standard & Poor’s
Vero Insurance New Zealand Limited	A+	Standard & Poor’s
Dual New Zealand	AA-	Standard & Poor’s
Zurich New Zealand	A+	Standard & Poor’s
360 Commercial Limited	A	Standard & Poor’s
Insurance Underwriter New Zealand	AA-	Standard & Poor’s

The following is an explanation of the Rating:

Standard & Poor’s

AAA	Extremely Strong
AA	Very Strong
A	Strong
BBB	Good
BB	Marginal
B	Weak
CCC	Very Weak
CC	Extremely Weak
SD	Selective Default
D	Default
R	Regulatory Supervision
NR	Not Rated

The ratings from “AA” to “CCC” may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The rating scale above is in summary form.

A full description of this rating scale can be obtained from www.standardandpoors.com.

AM Best

A++, A+	Superior
A, A-	Excellent
B++, B+	Fair
C++, C+	Marginal
C, C-	Weak
D	Poor
E	Under Regulatory Supervision
F	In Liquidation
S	Suspended

Ratings from “A” to “C” also may be enhanced with a “++” (double plus), “+” (plus) or “- “(minus) to indicate whether credit quality is near the top or bottom of the category.

Outlook	**Definition**
Positive	Indicates possible rating upgrade due to favourable financial/market trends relative to the current rating level.
Negative	Indicates possible rating downgrade due to unfavourable financial/market trends relative to the current rating level.
Stable	Indicates low likelihood of a rating change due to stable financial/market trends.

Bodies Corporate - Claim Procedures

Please complete the claim form and return (see contact details below) along with any supporting documentation including photos and quotes to repair/replace, plus any other reports where applicable.

It is in your best interests to return the completed claim form as soon as possible so the claim and be lodged and claim number allocated and then the other documentation can follow if required.

Once received we will forward to the Insurer for their consideration and let you know if an Assessor is required. An Assessor is appointed based on the type and extent of damage and depends on what the excess level will be for the type of claim being lodged.

Please note:

- For us to provide a claim number, we require the fully completed claim form to be returned so we can lodge with your Insurer who will issue the claim number, and
- Your excess applies to every claim and if recovery is an option, it will only be reimbursed after recovery is successful.

Water leaks

If your claim involves leaking plumbing/roof, you need to arrange for a Plumber/Builder straight away to locate and fix the leak to stop additional damage from occurring. Knowing the cause of the leak is essential for the Insurer's to determine if the resultant damages are covered or not.

Please provide the Plumbers invoice so the cause can be confirmed.

If you have wet carpet, ceilings/gib board etc, in the first instance please arrange for someone to come and remove the water and start the drying process. The likes of Chem-Dry or Jaes are recommended. Until the drying process is complete, the full extent of the damages will not be known.

Glass breakages

If your claim involves glass breakage and it causes a security issue, please ensure photos are taken to support your claim and arrange for replacement as soon as possible.

Please return the claim form, along with photos and invoice.

Malicious damage, break ins/burglary and theft

Please ensure these situations are reported the Police as soon as possible and that the Police File Number or Acknowledgement Slip is included when the claim form and other supporting documentation is returned.

Your Howden Service Team

Please ensure your Bodies Corporate Number is in the subject line of your email

Rebecca Redford
Senior Associate

M +64 (21) 733 586
E rebecca.redford@howdengroup.com

Broker disclosure statement

Lisa Russell
Associate - Support

M 09 358 7236
E lisa.russell@howdengroup.com

Broker disclosure statement

Neha Manhas
Associate - Claims

M 09 802 4094
E neha.manhas@howdengroup.com

Broker disclosure statement

T +64 9 200 3530
E broking.nz@howdengroup.com

www.howdeninsurance.co.nz

Financial Advisor Disclosure Statement

Level 17, Vero Centre
48 Shortland Street, Auckland 1010
howdeninsurance.co.nz

Who am I?

Name of Financial Adviser	Rebecca Redford	FSP Number 85181
Financial Service Provider	Wallace McLean Limited	FSP Number 39628
Telephone Number	+64 9 358 1407	
Mobile	+64 21 733 586	
Address	Level 17, 48 Shortland Street, Auckland	
Email address	rebecca.redford @howdengroup.com	
Website	www.howdenbroking.co.nz	

This Disclosure Statement was prepared on the 24th November 2023.

Important information

This information will help you choose a Financial Adviser that best suits your needs. It will also provide some useful information about the Financial Adviser you choose and the regulations that exist to protect you.

What sort of Financial Adviser am I?

I am a Registered Financial Adviser (RFA) that gives advice on behalf of Wallace McLean Limited who is a licensed Financial Adviser Provider by the Financial Market Authority of New Zealand (FMA) https://www.fma.govt.nz/.

I can give you advice about all types of commercial and domestic insurances. I cannot give you advice on any investment products or any investment linked insurance contracts.

How do Wallace McLean get paid for the financial advice and products that are provided to you?

If you decide to utilise our services and take insurance, the Insurer will pay Wallace McLean Ltd a commission, called Brokerage, based on the amount of the premium. Commissions range between 5 – 10% for Natural Disaster Insurance, 10 – 15% for Motor Insurance and 10 to 25% for other policy types.

Alternatively, Wallace McLean Limited may charge an agreed Service Fee, in lieu of commission (nett of brokerage).

Wallace McLean Limited do not receive commission on the Government Levies including the Fire & Emergency NZ Levy (FENZ) and the Earthquake Commission Levy (EQC) and any taxes (GST).

Wallace McLean may charge a small additional Administration Fee which will be included on our premium invoices. This Administration Fee covers our processing costs.

How do I act with integrity and avoid conflicts of interest?

To ensure that I prioritise your interests above Wallace McLean's, we follow an advice process that ensures recommendations are made based on your best interests. Our recommendations will consider the quantum of the premium, the policy coverage, the insurer's financial strength rating and our experience of the insurer's claims and general service. I complete ongoing training about how to manage conflict of interests and a register of interests is maintained.

You should be aware there are potential conflicts of interest that you may need to take into consideration when you decide to seek and accept financial advice from Wallace McLean Limited or our Advisers. I will make you aware of any known conflicts when giving advice.

Financial Advisor Disclosure Statement

Level 17, Vero Centre
48 Shortland Street, Auckland 1010
howdeninsurance.co.nz

Complaints process

If you have a problem, concern or are dissatisfied with either a product or financial advice service that I have provided and you require action to be taken, please tell Wallace McLean Limited so that we can help to fix the issue. To make a complaint please follow this link www.howdengroup.com/nz-en/complaints-howden-new-zealand which will give details on our complaints process and how to make a complaint.

If you feel your complaint is not resolved to your satisfaction using our complaints process or you are dissatisfied with the response or resolution, you can contact the Financial Services Complaints Ltd (FSCL), which is a dispute resolution scheme of which we are a member.

This service will cost you nothing and is an independent service that will help investigate or resolve the complaint. You can click on this link to find out how to make a complaint to FSCL: www.fscl.org.nz/complaints/how-make-complaint.

You can contact FSCL at:

Postal Address	PO Box 5967, Wellington 6145	Email	info@fscl.org.nz
Telephone	0800 347 257	Website	http://www.fscl.org.nz/

Our duties to you

As a Financial Adviser, I give financial advice to clients on Wallace McLean Limited's behalf. When giving advice I must:

- Hold a Level 5 New Zealand Certificate in Financial Services.
- Maintain competence, knowledge, and skills for giving financial advice by completing continuing professional development.
- Abide by the Code of Professional Conduct for Financial Services and have ethical behaviour, good conduct and provide client care, available at: www.mbie.govt.nz/assets/a96d1b4800/code-of-professional-conduct-for-financial-advice-services.pdf
- Listen to you carefully to discover your needs.
- Recommend products or services that meet your needs and explain why.
- Give clear and concise communication.
- Protect your information.
- Give priority to the your interests when giving financial advice.

Who licenses and regulates us?

The Financial Markets Authority. You can report information about us to the Financial Markets Authority at: www.fma.govt.nz/contact/ or email questions@fma.govt.nz but if you want to complain you should use our dispute resolution procedures described under Complaints Process.

Declaration

I, Rebecca Redford declare that, to the best of my knowledge and belief, the information contained in this Disclosure Statement is true and complete and complies with the disclosure requirements in the Financial Markets Conduct (Regulated Financial Advice) Disclosures Amendment Regulations 2020.

Financial Advisor Disclosure Statement

Level 17, Vero Centre
48 Shortland Street, Auckland 1010
howdeninsurance.co.nz

Who am I?

Name of Financial Adviser	Lisa Russell	FSP Number 635929
Financial Service Provider	Wallace McLean Limited	FSP Number 39628
Telephone Number	+64 9 358 1407	
Address	Level 17, 48 Shortland Street, Auckland	
Email address	lisa.russell @howdengroup.com	
Website	www.howdenbroking.co.nz	

This Disclosure Statement was prepared on the 24th November 2023.

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You should be aware there are potential conflicts of interest that you may need to take into consideration when you decide to seek and accept financial advice from Wallace McLean Limited or our Advisers. I will make you aware of any known conflicts when giving advice.

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You can contact FSCL at:

Postal Address	PO Box 5967, Wellington 6145	Email	info@fscl.org.nz
Telephone	0800 347 257	Website	http://www.fscl.org.nz/

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- Abide by the Code of Professional Conduct for Financial Services and have ethical behaviour, good conduct and provide client care, available at: www.mbie.govt.nz/assets/a96d1b4800/code-of-professional-conduct-for-financial-advice-services.pdf
- Listen to you carefully to discover your needs.
- Recommend products or services that meet your needs and explain why.
- Give clear and concise communication.
- Protect your information.
- Give priority to the your interests when giving financial advice.

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The Financial Markets Authority. You can report information about us to the Financial Markets Authority at: www.fma.govt.nz/contact/ or email questions@fma.govt.nz but if you want to complain you should use our dispute resolution procedures described under Complaints Process.

Declaration

I, Lisa Russell declare that, to the best of my knowledge and belief, the information contained in this Disclosure Statement is true and complete and complies with the disclosure requirements in the Financial Markets Conduct (Regulated Financial Advice) Disclosures Amendment Regulations 2020.

WALLACE McLEAN
A howden company

BODIES CORPORATE - MAJOR POLICY COVER/LIMIT/EXTENSION COMPARISON

COVER TYPE	NZI, a business division of IAG New Zealand Limited	VERO Insurance New Zealand Limited	AIG Insurance New Zealand	Chubb Insurance New Zealand Limited	QBE Insurance (Australia) Limited (New Zealand Branch)	Ando Insurance Group Ltd on behalf of The Holland Insurance Company Pty Ltd	Zurich Australian Insurance Limited (New Zealand)
Insurer Financial Rating	AA- Strong - Standards & Poor's	A+ Strong - Standards & Poor's	A+ Strong - Standards & Poor's	AA- Very Strong - Standards & Poor's	A Strong - Standards & Poor's	A -Excellent - AM Best	A+ Strong - Standards & Poor's
APPLIES TO ALL UNITS REGARDLESS OF USE							
Margins Clause - The additional sum insured over and above the replacement value sum insured	10% Excluding Natural Disaster perils	25% Including Natural Disaster perils	25% Excluding Natural Disaster perils	10% Excluding Natural Disaster perils	25% Including Natural Disaster perils	25% Excluding Natural Disaster perils	10% Excluding Natural Disaster perils
Gradual Water Damage - Covers Hidden Gradual Damage to the building caused by water leaks from internal water system (meaning pipes) within the apartment	$5,000 any one Event $50,000 maximum for all Units	$5,000 per Unit $20,000 any one Period of Insurance	$5,000 per Unit $25,000 in the Aggregate	$5,000 per Unit $50,000 in the Aggregate	$10,000 per Unit $50,000 in the Aggregate	$5,000 per Unit $50,000 in the Aggregate	$5,000
Stolen or Lost Keys Cover - The costs of altering locks and replacing keys when access keys are lost or stolen	$25,000	$50,000	$50,000	$10,000	Included	$10,000	Included
Unlawful Substances - providing Landlord Obligations below as fully met	Caused by the manufacture, storage or distribution of Methamphetamine $30,000 for each unit/period including $250,000 in total for all claims during the annual period Landlord Contents	Contamination caused by the manufacture, supply, storage, possession, distrubution or use of any controlled drug as defined in the Misue of Drugs Act 1975 $50,000 any one occurrence to a maximum to $250,000 any one insurance year	All loss resulting from the manufacture, storage or distribution of any Controlled Drug as defined in the Misue of Drugs Act 1975. $50,000 any one loss but limited to $250,000 any one insurance year	Contamination resulting from the manufacture, storage or distribution of any Controlled Drug as defined in the Misue of Drugs Act 1975. $50,000 any one loss but limited to $250,000 any one insurance year	Contamination resulting from the manufacture, storage or distribution of any Controlled Drug as defined in the Misue of Drugs Act 1975. $50,000 any one loss but limited to $250,000 any one insurance year	Loss or Damage in connection with the manufacture, storage, distribution or use of any Controlled Drug as defined in the Misue of Drugs Act $50,000 per Unit but limited to $250,000 any one period of insurance	$50,000 any one loss but limited to $250,000 any one insurance year

Landlord Obligations	The following must be complied with for this extension to provide cover: 1.Satisfactory verbal & written references be obtained from all Tenants 2.An internal & external examination be undertaken every 3 months or on change of Tenants. A written record be kept of the outcome of each Inspection.	The following must be complied with for this extension to provide cover: 1.Satisfactory verbal & written references be obtained from all Tenants 2.An internal & external examination be undertaken every 6 months or on change of Tenants. A written record be kept of the outcome of each Inspection.	The following must be complied with for this extension to provide cover: 1.Satisfactory verbal & written references be obtained from all Tenants 2.An internal & external examination be undertaken every 3 months or on change of Tenants. A written record be kept of the outcome of each Inspection.	The following must be complied with for this extension to provide cover: 1. Exercise reasonable care in the selection of tenant(s) by obtaining at least satisfactory verbal or written references; 2. An external & internal inspection of the property every 3 months & upon the change of every tenancy A written record be kept of the outcome of	The following must be complied with for this extension to provide cover: 1.Satisfactory verbal & written references be obtained from all Tenants 2.An internal & external examination be undertaken every 3 months or on change of Tenants. A written record be kept of the outcome of each Inspection.	The following must be complied with for this extension to provide cover: 1.Satisfactory verbal & written references be obtained from all Tenants 2.An internal & external examination be undertaken every 3 months or on change of Tenants. A written record be kept of the outcome of each Inspection.	The following must be complied with for this extension to provide cover: 1.Satisfactory verbal & written references be obtained from all Tenants 2.An internal & external examination be undertaken every 3 months or on change of Tenants. A written record be kept of the outcome of each Inspection.
Electric Motors/Fusion/Self Ignition - Covers accidental loss to electric motors, switchboards, or electronic locking systems, caused by abnormal electric current	Limited to 10kw	Motors up to 5kw	Motors up to 5kw or $5,000 if in excess of 5kw	Motors up to 5kw	Motors up to 5.0kw or $5,000	A written record be kept of the outcome of each Inspection.	A written record be kept of the outcome of each Inspection.
Malicious Damage by Tenants - Covers intentional damage caused by tenants to your unit	$5,000 per Unit any one loss $50,000 in total for nay one loss and in the period of insurance	Included	Included to the Policy Limit	Included to the Policy Limit	Included to the Policy Limit	Included to the Policy Limit	Included to the Policy Limit
Machinery Breakdown (applies to Lifts) - Covers the cost of repairing broken machinery; e.g. Lifts and Air Conditioning Units – but does not cover wear and	$20,000 any one event	$10,000 any one event $50,000 any one period of insurance	$10,000 per claim $20,000 per year	$20,000	$10,000 any one event $20,000 in the Aggregate	$10,000 any one event $10,000 any one period of insurance	$50,000
Subsidence / Landslip (Sudden not Gradual) - Damage to the building and contents, not the land. Please refer to the Earthquake Commission for details of what coverage is	$500,000	$250,000	$100,000	$500,000	$250,000	$500,000	$250,000
Public Liability	$10,000,000	$10,000,000	$10,000,000	$10,000,000	$10,000,000	$10,000,000	$10,000,000
Statutory Liability	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
APPLIES TO ALL RESIDENTIAL USE UNITS							
Loss of Rents – Long Term Tenanted Residential Units - Covers the rent you receive from your tenant under the Tenancy Agreement if the unit becomes uninhabitable as a result of an accepted property claim	$100,000 per Unit	$100,000 per Unit	$100,000 Per Unit	$100,000 per Unit	$100,000 per Unit	$100,000 per Unit	$100,000 per Unit
Accommodation – Owner Occupied Units - Covers your reasonable additional living expenses, including boarding out your domestic cat or dog, if the unit becomes uninhabitable as a	$100,000 per Unit	$100,000 per Unit	$100,000 Per Unit	$100,000 per Unit	$100,000 per Unit	$100,000 per Unit	$100,000 per Unit

Indemnity Period - The maximum period you can claim for loss of rents or alternative accommodation starting from the date of	24 Months	24 Months	24 Months	24 Months	24 Months	24 Months	24 Months
Landlords Fixtures/Fittings for Tenanted Residential Units - When your unit is tenanted, this extension covers your units' fixtures, fittings, including appliances and carpets	$25,000 per Tenanted Unit $500,000 max any one period of Insurance	$25,000 per Tenanted Unit	$25,000 per Tenanted Unit	$25,000 per Tenanted Unit	$25,000 per Tenanted Unit	$25,000 per Tenanted Unit	$25,000 per Tenanted Unit
APPLIES TO ALL COMMERCIAL USE UNITS							
Loss of Rents – Limit is for all Units, not per Unit	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Claims Preparation Costs (if Loss of Rents are Insured)	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000
Indemnity Period - The maximum period you can claim for loss of rents or alternative accommodation starting from the date of	24 Months	24 Months	24 Months	24 Months	24 Months	24 Months	24 Months

AGREEMENT dated the 24 March 2025

PARTIES: **BODY CORPORATE NO 76157 – 119 East Tamaki Road, Papatoetoe, Auckland** (**The Body Corporate**)

AND

STRATA TITLE ADMINISTRATION LIMITED (**Strata**)

BACKGROUND:

A. The Body Corporate has appointed Strata, as the Body Corporate Manager, to provide Body Corporate management and secretarial services.

B. The parties have agreed the terms of that appointment and record them in this agreement.

1. APPOINTMENT

The Body Corporate appoints Strata to provide the services set out in the First and Second Schedules and has appointed Strata as its agent for those purposes and Strata agrees to such appointment.

2. SERVICE FEE

The service fee for this contract is payment by the Body Corporate of $2,733.62 per annum, aligned to the financial year of the Body Corporate, plus disbursements which sums may be changed by resolution at a general meeting of the Body Corporate. The service fee shall be increased annually on each anniversary of the commencement date of this agreement by the percentage increase in the Consumer Price Index (All Groups) for the nearest 12 month period immediately preceding each anniversary of the commencement date, provided that the service fee payable under this clause shall not be less than the service fee payable under this agreement immediately before the applicable anniversary of the commencement date._The service fee represents remuneration for performance by Strata of the services 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. The service fee is inclusive of Strata's attendance at two (2) Committee Meetings.

3. TERM

Initially **2** years commencing on 24 March 2025 and ending on 24 March 2027 and if written notice of termination is not given within the 30 day period prior to the date on which this agreement ends the agreement will continue in perpetuity for further periods of two (2) years on the same terms and conditions.

4. BREACH BY STRATA

If Strata is in breach of any of its obligations hereunder the Body Corporate by its agent the Committee or the Chairperson shall give Strata written notice of the breach and if such breach continues for four weeks after receiving written notice specifying such breach then, but not otherwise, this agreement may be terminated by the Body Corporate by giving two months' written notice to that effect to Strata.

5. RETURN OF RECORDS AND FUNDS ON TERMINATION

In the event of a termination, all records, funds and other things of or relating to the Body Corporate shall be returned by the manager in compliance with the requirements of Strata Communities Association of New Zealand and no later than 30 days following such termination.

6. TAX AGENT

The Body Corporate authorises Strata to appoint a tax agent on its behalf. The tax agent will have access to the Body Corporate's tax types and be able to liaise with the Inland Revenue Department and obtain information from the Inland Revenue Department on the Body Corporate's behalf.

7. CODE OF CONDUCT

Strata will comply with the managers' code of conduct set out in the Unit Titles Regulations 2011. The parties acknowledge that Strata may receive a commission related to work in the placement of insurance by the Body Corporate from time to time.

8. REPORTING REQUIREMENTS

Strata shall report annually in detail as required from time to time by the Body Corporate committee on the performance of its functions and duties under this agreement.

9. REVIEWS

The parties may require reviews of Strata's performance annually measuring the provision of its services against the requirements for notice and conduct of general meetings of the Body Corporate set out in the Unit Titles Act 2010.

EXECUTION

Signed by Body Corporate **76157**
by its duly authorised agent

____
as Chairperson of the Body Corporate

Witness:

____
as a Committee Member of the Body Corporate

Signed on behalf of Strata
Title Administration Limited

____
as a Director of Strata

FIRST SCHEDULE: SERVICES

Strata shall provide the following services;

(a) Maintaining a register of unit owners;

(b) Preparing the agenda for each Annual General Meeting;

(c) Assisting the Chairperson in the convening and chairing of each Annual General Meeting and, if agreed at the start of the Annual General Meeting, chairing that meeting;

(d) Recording resolutions voted on and whether they were passed at any Annual General Meeting;

(e) Preparing the Minutes of each Annual General Meeting;

(f) Keeping financial accounts and records and assisting the Body Corporate to comply with either section 132(2) or 132(8) of the Act by submitting the Body Corporate's financial statements to an auditor or to an accountant;

(g) Preparation of the annual operating budget to be reviewed and accepted by the Body Corporate at its Annual General Meeting or as alternatively directed by the Chairperson/Committee/Body Corporate.

(h) Issuance and collection of annual levies from unit owners. To be administered in accordance with debt collection arrangements agreed with the Body Corporate which will usually be via a resolution at a general meeting. This includes annual levies paid in One (1) instalment.

(i) Receiving reports from the Body Corporate Committee and distributing them to unit owners;

(j) Signing documents as directed to do so by the Body Corporate or its Committee or its Chairperson;

(k) Dealing with any insurer providing insurance for the Body Corporate, including engaging a valuer and assisting with enquiries to or from the relevant insurance broker including without limitation receiving quotes for insurance and assisting with insurance claims;

(l) Appointing on behalf of the Body Corporate an agent pursuant to section 171 of the Act, and notifying the Tenancy Tribunal of the appointment of any such agent;

(m) Appointing and engaging any solicitors on behalf of the Body Corporate, including in accordance with any direction by the Body Corporate or its Committee or its Chairperson, to enforcing collection of any funds due from any debtor by virtue of any money order or any other issue either within or outside of the jurisdiction of the Tenancy Tribunal;

(n) Undertaking all dealings on behalf of the Body Corporate with any Building Manager (if any) and in relation to any management agreement pursuant to the directions of the Body Corporate or its Committee or its Chairperson;

(o) Paying all accounts of the body corporate as they fall due;

(p) Operating bank accounts on behalf of the Body Corporate within Strata's audited Trust Account held with the ASB Bank, (which shall always enable the body corporate's funds to be able to be identified and verified), subject to any terms or directions given by the Body Corporate or its Committee or its Chairperson.

SECOND SCHEDULE: ADDITIONAL SERVICES

Upon written request from the Body Corporate or its Committee or its Chairperson, Strata will undertake the following additional services and charge on a time and attendance basis plus disbursements:

(a) Providing any certificates or information on behalf of the Body Corporate or on behalf of an owner under Part 2 Subpart 14 of the Act;
(b) Attendance on any solicitors or other agents appointed to act for the Body Corporate either under section 171 of the Act or in any other Court or Tribunal;
(c) Convening and attending any meetings additional to an Annual General Meeting in terms of paragraphs (b), (c), (d), and (e) of the First Schedule herein;
(d) Convening and attending any additional committee meetings for the Body Corporate;
(e) Preparing and issuing notices of resolutions to be passed without a general meeting;
(f) Notifying unit owners of the result of any vote on a resolution to be cast without a general meeting;
(g) Issuance and collection of levy instalments in excess of those provided for as a First Schedule service, collected in accordance with debt collection arrangements agreed with the Body Corporate via a resolution at a general meeting or on instructions from the committee.
(h) Keeping any investment bank account, wage, income tax, GST or records of any employees or contractors of the Body Corporate, and completion and submission of any returns to Inland Revenue in respect thereof;
(i) Attendance on an auditor or accountant of the Body Corporate and provision of accounts and lodgement of prescribed reports and statements where applicable;
(j) On-charging to the owners or occupants of a unit, as the case may be, the cost of utilities such as electricity, water and gas used by the occupants of the unit on the proviso that the usage is metered. Strata shall be entitled to include a reasonable fee in the on-charged invoice to cover the additional administrative work involved in invoicing and collecting the charges;
(k) Subject to the terms of any Building Manager's contract or written directions from the Body Corporate or its Committee or its 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 maintenance matters relating to the Body Corporate;
(l) All and any other services where directed by the Body Corporate or its Committee or its 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.
(m) Retaining and storing such records as it has to facilitate the provision of the certificates referred to in (a) above.

Strata Title Administration Ltd
bc@stratatitle.co.nz
www.bodycorporate.co.nz

Proposed Budget
to apply from 01/02/2025

Auckland Phone (09) 307 3721
PO BOX 3187, Auckland 1140
Wellington Phone (04) 974 1011
PO Box 384, Wellington 6140
Christchurch Phone (03) 925 8749
Unit 5, 71 Gloucester Street,
Christchurch 8013

Body Corporate 76157 — 119 East Tamaki Road, Papatoetoe Auckland 2025

General

Operating Account

		Proposed budget	Actual 01/02/2024-31/01/2025	Previous budget
Revenue				
143000	Levies Due--Operating	17,545.82	16,872.00	16,871.98
	Total revenue	17,545.82	16,872.00	16,871.98
Less expenses				
154000	Admin--Management Fees--Standard	2,733.62	2,654.00	2,654.00
159101	Insurance--Office Bearers Liability	724.50	713.00	713.00
159100	Insurance--Premiums	11,651.70	11,291.98	11,291.98
159200	Insurance--Valuation	736.00	736.00	713.00
167200	Maint Bldg--General Maintenance & Disbursements	500.00	126.19	500.00
178200	Maint Grounds--Lawns & Landscaping	1,200.00	1,080.00	1,000.00
	Total expenses	17,545.82	16,601.17	16,871.98
Surplus/Deficit		0.00	270.83	0.00
	Opening balance	3,498.52	3,227.69	3,227.69
Closing balance		$3,498.52	$3,498.52	$3,227.69
Total units of entitlement		2010		2010
Levy contribution per unit entitlement		$8.73		$8.39

General

Contingency Fund

		Proposed budget	Actual 01/02/2024-31/01/2025	Previous budget
Revenue				
243000	1 Levies Due--Contingency Fund	29,973.00	5,000.01	5,000.00
	Total revenue	29,973.00	5,000.01	5,000.00
Less expenses				
254400	1 Contingency--Other Expenses	29,973.00	0.00	5,000.00
	Total expenses	29,973.00	0.00	5,000.00
Surplus/Deficit		0.00	5,000.01	0.00
	Opening balance	30,032.06	25,032.05	25,032.05
Closing balance		$30,032.06	$30,032.06	$25,032.05
Total units of entitlement		2010		2010
Levy contribution per unit entitlement		$14.91		$2.49

BENDALL AND CANT
Chartered Accountants

These Standard Terms of Engagement apply in respect of all work carried out by us (Bendall and Cant Limited) for you, except to the extent that we otherwise agree with you in writing. If you have any questions, please contact the partner responsible for your work.

GENERAL TERMS

Access to Information

Inland Revenue Department
You authorise us to act as your tax agent with the Inland Revenue Department for all tax types and associated entities (except Child Support), and obtain information from Inland Revenue through all channels, including electronic.

You authorise us to have full access to information held by the Inland Revenue Department and the ability to modify customer details relating to specific tax purposes.

You authorise us to talk to the Inland Revenue Department on your behalf and for them to talk to us.

You authorise the Inland Revenue Department to communicate with us directly with questions or issues relating to your income tax. All correspondence from the Inland Revenue Department in relation to the income tax will be sent directly to our offices. We may agree that correspondence for other tax types (GST for example) is also sent directly to our offices.

ACC Online Services (where applicable)
You authorise us, as your agent, to access and request information from ACC in respect of your ACC levies. We will not access information on accidents, or any ACC claims you or your employees have made.

Other Information
You authorise us to access financial information from other providers, including banks, investment advisors and other accountants. We will only do so where we require information to perform the services that you have engaged us for.

Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT)
AML/CFT requires that we meet certain customer due diligence requirements when offering captured services. We may request provision of certain information in order for us to comply with these requirements, such as proof of identification, proof of address, and sources of funds or wealth. If these documents are not supplied, or we are concerned about the legitimacy of the documents, we reserve the right to not perform the services requested.

We may choose from time to time to use a third party to verify documents or use a third party to undertake the entire customer due diligence process. By providing us or third party with any requested documents, you authorise that these documents can be used to meet any AML/CFT customer due diligence requirements and may be retained by us or the third party for as long as is required by the AML/CFT Act.

Disclosure Permissions

In accepting this engagement, you provide us with your express consent to disclose your information to:

a) our service providers or regulatory bodies to the extent required to perform our services in respect to this engagement.
b) our professional advisors or insurers to the extent required to protect our interests in respect to this engagement.
c) our external peer reviewer to the extent required to review this engagement; and

We will take reasonable steps to ensure any such recipient (other than regulatory body) keeps such information confidential on the same basis we maintain in respect to your information, subject to our professional obligations as detailed in these terms.

We may retain your information during and after our engagement to comply with our legal requirements or as part of our regular IT back-up and archiving practices and also for professional reasons (e.g., to perform the work under this engagement or to comply with our professional and ethical obligations). We will continue to hold such information confidentially.

Communication

We may communicate with you by electronic means. We do not accept responsibility for and will not be liable for any damages or loss caused in connection with, the unauthorised interception or corruption of electronic communications.

You must advise of any changes to your contact details. We may send any communications to the last contact details you have provided.

Where we are acting for a family then we will deal with each spouse or partner on the basis that you are a family unit with shared interests. We may deal with either of you and may discuss with either of you of the affairs of the other. If you wish to change these arrangements, please let us know.

Storage of Files and Documents

We store electronic information that we collect and generate on cloud servers provided by third parties including but not limited to Microsoft, Xero and Wolters Kluwer. This means that the information we hold may be transferred to, or accessed from, servers hosted in countries other than New Zealand. We take all reasonable steps to ensure that the information we collect is protected against loss, unauthorised access and disclosure or other misuse, including meeting all legislative requirements for the secure handling, storage and disposal of personal or sensitive information.

We may utilise the services of third parties, including tax pooling intermediaries, from time to time and as appropriate to manage your tax affairs. We may provide these third parties with access to your data to the extent that is required to perform the services.

You authorise us (without reference to you and at our discretion) to destroy all files and documents in respect of your affairs that we hold for you that are older than 7 years, or earlier if we have converted those files and documents to an electronic format.

Changes in Circumstances

You must keep us informed on a timely basis of changes in your circumstances that may affect the services we provide to you.

Reliance On Advice

We will endeavour to record all advice on important matters in writing. Advice given verbally us not intended to be relied upon unless confirmed in writing. If we provide verbal advice (for example during a meeting or telephone conversation) that you wish to rely on, you must ask us to confirm the advice in writing.

You must not act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid.

Conflicts of Interest

We will inform you if we become aware of any conflict of interest in our relationship with you (including between the various persons these terms cover) or in our relationship with you and another client. Where conflicts are identified which cannot be managed in a way that protects your interests or you do not consent to the way in which we propose to manage the conflict then we will be unable to provide further services to some or all the persons to whom this engagement applies. If this arises, we will inform you promptly.

We may act for other clients whose interests are not the same as or are averse to yours, subject to the obligations of conflicts of interest and confidentiality referred to above.

Price and Payment

Generally, fees rendered by our firm are based on the value of each assignment which will be billed as work progresses. That value is based on a number of considerations. These include the time spent on the job, its complexity and its importance to you, the degree of skill, knowledge and responsibility involved, risk to our firm and the result we achieve for you. Therefore, our hourly rate is only a guide to our final fee and is not the only factor we consider in fixing the amount we charge you.

We may agree with you a fixed fee for specific services, whether payable in monthly instalments or otherwise. If we do agree a fixed fee engagement, then we will confirm in writing to you the scope of services included in that fee. If it becomes apparent to us, due to unforeseen circumstances, that a fixed fee is inadequate, we may notify you of a revised figure and seek your agreement to it.

Our fees are exclusive of GST which will be added to your invoice where it is chargeable. Our fees are also exclusive of any costs we incur on your behalf (i.e. disbursements) which will be added to your invoice Payment is required within 14 days of the issue of invoice unless agreed otherwise. We reserve the right to charge interest of 1.5% monthly on late payments.

We also reserve the right to suspend services to you pending receipt of payment for invoices rendered.

If we have provided you with an estimate of our fees for any specific work, this is an estimate only and our actual fees may vary.

If permitted by law and not prohibited by professional standards or guidelines, we may exercise a lien over all materials or records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full

BENDALL AND CANT
Chartered Accountants

Limitation of Liability

To the maximum extent permitted by law, our maximum aggregate liability (including of all our principals, partners, directors and members) under or in connection with this engagement letter or its subject matter is limited to the amount available to be payable under any Professional Indemnity Insurance held by us. You agree not to bring any claim again any of our (our principals, partners, directors, members and employees) in their personal capacity.

To the maximum extent permitted by law, we are not liable to you for:

- indirect, special or consequential losses or damages of any kind; or
- liability arising due to the acts or omissions of any other person or circumstances outside our reasonable control, or your breach of these terms.

Guarantee

We undertake to complete your requirements as efficiently as possible. If at any time you are not happy with our approach or the quality of work, we guarantee to review the work undertaken for you. A partner not directly involved in the matter will undertake this review. The result of this review will be discussed openly and frankly with you. The review will be at no cost to you.

Professional Obligations and Confidentiality

We are required to comply with all applicable by-laws, rules, regulations, professional and ethical standards and guidelines of Chartered Accountants Australia and New Zealand and the New Zealand Institute of Chartered Accountants (NZICA). These requirements include the NZICA Code of Ethics, which among other things contains confidentiality requirements. In accordance with these requirements, we will not disclose information we obtain in the course of this engagement to other parties, without your express consent, except as required by:

- laws and regulations (for example, disclosures required under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (including to a third-party auditor) and as required by the Common Reporting Standard)
- professional obligations including:
  - the provisions of the NZICA Code of Ethics that apply if we become aware of actual or potential 'non-compliance with laws and regulations' (NOCLAR). Where any such non-compliance poses substantial harm (such as adverse consequences to investors, creditors, employees or the public), we may be required to disclose the matter to an appropriate level of management or those charged with governance and/or an appropriate authority.
  - the provisions of the NZICA Rules and Professional Standards that subject us to practice review, trust account audits, investigations and disciplinary procedures. These rules require us to disclose to NZICA, its practice reviewers and/or its disciplinary bodies our files and workpapers including client information. In accepting this engagement you acknowledge that, if requested, our files related to this engagement, may be made available to NZICA, its practice reviewers and/or its disciplinary bodies. Employees and contractors of NZICA are also bound by confidentiality under contract and by the NZICA Code of Ethics.

Ownership of Materials

We own the copyright and all other intellectual property rights in everything we create in connection with this engagement. Unless we agree otherwise, anything we create in connection with this agreement may be used by you only for the purpose for which you have engaged us.

All working papers prepared by us (in any form whatsoever, including physical and electronic) remain our property. We will retain these papers in accordance with our normal record keeping practices in accordance with our professional and legal obligations.

Other

Jurisdiction
Our relationship with you is governed by New Zealand law and New Zealand courts have exclusive jurisdiction.

Continuing Engagement
These terms are not affected by any change to our business structure or by changes to the directors or shareholders of Bendall and Cant Limited.

Liability
If you as our client are a limited liability company or trust, each director or trustee who instructs us is personally liable (in addition to the company or trust) to pay our fees and charges, and personally indemnifies us for payment of those fees and charges. This provision does not apply to independent trustees who have no beneficial interest in the trust, whose liability will be limited to the assets of the trust for the time being, except in the case of dishonesty or fraud.

Parties to this Engagement
You agree that your engagement is with Bendall and Cant Limited. Any services we provide, and our relationship with you, are solely provided by Bendall and Cant Limited. Accordingly, you agree not to bring a claim of any nature against any current or former Partner, Director, employee, staff member or contractor of Bendall and Cant.

Commencement
If we provide these terms of engagement to you and you subsequently instruct us to provide services to you then you will be deemed to have accepted these terms.

Interpretation
If any of these terms is void, that provision will be severed, and the remainder will continue to apply.

SPECIFIC SERVICES

We provide a number of services to our clients. Not all of the services listed below will be provided to you.

Where we agree to provide you with specific services then we will do so as detailed below:

Compilation of Financial Statements & Reports

Where we compile financial statements and reports for you we will do so on the following basis:

a) We will compile the statements from information provided by you in accordance with Service Engagement Standard No 2 (SES-2) Compilation of Financial Statements issued by the New Zealand Institute of Chartered Accountants (CAANZ).

b) You will provide us with accurate and complete information necessary to compile such statements:

   - This information will be given to us on a timely basis
   - The responsibility for the accuracy and completeness of the assertions in the financial statements remains with you
   - You accept responsibility for all records and information supplied to us including responsibility for any failure to supply us with relevant records and information

c) We will not undertake an audit or review engagement and accordingly no assurances will be expressed by us. Each page of the financial statements will be conspicuously marked as being unaudited.

d) The financial information will be prepared in accordance with appropriate accounting standards for your entity. The basis of preparation will be disclosed as part of the financial information.

e) Due to the limited scope of the work performed in compilation, we cannot be relied upon to prevent or detect fraud, internal control weaknesses, errors, illegal acts, or other irregularities. Of course, if anything of this nature does come to our attention during preparation of the financial information, we will inform you of this.

f) We will prepare the financial information and reports knowing that the intended use of these is for yourselves and IRD taxation purposes. You will need to advise us of any changes to the intended recipients of any financial reports. If you distribute any financial reports to any person without attaching to them our statement disclaiming liability, then you will indemnify us against all claims, actions, damages, liabilities, costs and expenses (including but not limited to reasonable legal costs and expenses) incurred by us and arising out of or in connection with any action, claim or proceeding brought by any third party in connection with the services provided by us to you.

g) Independence is not a requirement for a compilation engagement such as this. However, the CAANZ Code of Ethics requires us to act objectively and to be, or seen to be, independent. If we are aware that our independence may be compromised for whatever reason, we will disclose this in the financial report.

h) A Compilation Report and Disclaimer will be attached to any Financial Statements or reports that we prepare. You will ensure that this remains attached when distributing the financial statements to third parties. That report will include the matters listed in (a) to (g) above.

i) Generally we will prepare Financial Statements for taxation purposes in accordance with principles contained within the Income Tax Act 2007 and in accordance with disclosures required by the Tax Administration (Financial Statements) Order 2014. In some cases, an alternative reporting standard may be appropriate. In these cases, we will assist you to identify the standard that should apply. The choice of framework remains your responsibility. You will need to ensure that the standards applied suit your needs including any legislative requirements.

In some cases, there are legislative deadlines relating to the preparation of financial statements. If these deadlines apply to your entity, it is the responsibility of the governing body to

BENDALL AND CANT
Chartered Accountants

ensure that information is provided to us on a timely basis in order that we may assist directors in achieving compliance with this requirement.

Trust Administration Service

Where we provide our Trust Administration Service, we will be responsible for the preparation of the minutes of the Trustees' annual meeting.

We will also maintain the Trust records including details of trustees, beneficiaries, and deeds completed, and liaise with your solicitor as required.

Trustee Services

We may offer trustee services to act as an independent trustee. This is in addition to our Trust Administration Service. If we agree to be a trustee, the terms of that engagement will be separately recorded, as each case differs depending upon the nature of the trust entity and the scope of the trustee's role.

Company Administration Service

If you choose to engage us for Company Administration, we will undertake services as detailed below. It is your responsibility to ensure that we are aware of any matter that affects your company administration including but not limited to changes of shareholders and directors.

Registered Office
We may agree that our offices be utilised as the registered office of the company. If we do so then we retain the right to cease this arrangement at our discretion, at which time it is your responsibility to elect an alternate registered office.

Maintenance of Statutory Records
We will be responsible for the maintenance of the following statutory records:

a) Register of Members
b) Register of Directors
c) Register of Directors' Shareholding
d) Register of Directors' Interests
e) Register of Charges – PPSR
f) Minute book relating to Shareholders
g) Minute book relating to Directors
h) Other Statutory Records

Please note that the Companies Act 1993 imposes penalties on the Company and Directors if these records are not maintained.

Company Minutes
We will prepare annual company resolutions for shareholders and directors as required by applicable legislation.

Filing of Companies Office Returns
We will be responsible for the preparation and lodgement of the annual return as required, subject to your approval of that return. On advice from you we will also update the Companies Office records for any changes to company details.

Company Authority

If you engage us for Company Administration, you authorise us to file documents and maintain records on the Companies Register website www.companies.govt.nz on the company's behalf. You also authorise us to use your NZ Drivers Licence or NZ Passport details to request access to the Companies Register where required.

Income Tax Returns

Where we prepare income tax returns, we will do so from information that you provide. It is your responsibility to ensure that we have all the information we require to do this.

We will assist you to understand the importance and risk of signing these income tax returns as being true and correct statutory records. If your returns are incorrect or tax is not paid in a timely manner, then penalties as well as interest charges may apply. The accuracy and completeness of your income tax returns remain your responsibility.

We may ask you to complete an annual questionnaire to obtain all relevant information to assist in the preparation of your annual income tax returns. It is your responsibility to inform us if you acquire any new assets or sources of income and to ensure the final tax returns are a complete and accurate representation of your income and financial position for the year.

We will also assist you with tax planning and discuss options with you in order that you are able to make an informed decision so you may decide upon the proper course of action.

All returns are subject to examination by the taxing authorities. In the event of such examination, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on the tax return. If an examination occurs, we will be available, upon request, to assist or represent you.

Tax Administration

Our Tax Administration service includes the following:

a) The use of our firm's address for the IRD to serve notices.
b) A tax advice letter informing you of the amounts and dates of tax due.
c) Checking your assessment notices and advising you of any legitimate amendments.
d) Checking penalties and/or use of money interest charges if made. We will check their accuracy and advise you of the amounts and dates due.

It is your responsibility to ensure payments are made on time.

Other Tax Returns

We may prepare additional tax returns for you (including but not limited to GST, FBT, PAYE etc).

It is your responsibility to ensure that we are provided with accurate and timely information to enable us to do this. The accuracy and completeness of these returns remain your responsibility.

Electronic Authority to Lodge Returns

We may accept (at our sole discretion) emailed or any other electronic authority from you to lodge any document with Inland Revenue (including income tax, GST, FBT, PAYE or any other return). If, for whatever reason, we or any of our employees are exposed to penalties for doing this, you will indemnify us for these penalties.

Tax Advisory Services

We offer tax advisory services where we may issue a tax opinion to you, either written or otherwise. Where we do so we are relying on you to provide us with complete and comprehensive information for us to form a correct opinion.

In forming a tax opinion whether under a formal engagement or otherwise we may use a variety of sources including seeking second opinions from other professionals. You authorise us to seek such opinions and disclose facts as required for the other professional to assist. Where we do this, we will not disclose your name or any other information that would allow you to be identified.

Specifically Excluded Services

We do not provide legal services or investment advice. We are not a Financial Advisor or Financial Services Provider as defined by the Financial Advisers Act 2008.

We do not undertake Assurance Engagements as defined by Chartered Accountants Australia New Zealand. Specifically, to the extent we use the term "review" (or similar wording) it is in the context of a general accounting engagement and not an Assurance Engagement.

Termination

Each of us may terminate this agreement by giving not less than 21 days notice in writing to the other party except where a conflict of interest has arisen, you fail to cooperate with us or we have reason to believe that you have provided us or any other person with misleading or factually inaccurate information, in which case we may terminate this agreement immediately. Termination will not affect any accrued rights.

POSTAL VOTING FORM
Form 12

(pursuant to Section 103, Unit Titles Act 2010)

TO MANAGER: Nicola Elston /@ Strata Title Administration Limited

EMAIL ADDRESS: nicola.elston@stratatitle.co.nz

BODY CORPORATE: 76157

PROPERTY AT: 119 East Tamaki Road, Papatoetoe, Auckland 2025

Instructions

You are entitled to vote at the Body Corporate AGM 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 by ticking one of the 3 right hand columns of the table.

I/We, ☐

being the owner(s) of Unit(s) ☐ intend to cast the following postal vote at the meeting of Body Corporate Number 76157 to be held at **10:00am on Monday, 24 March 2025.**

Important: this completed Postal Voting form needs to be returned via email to bc@stratatitle.co.nz, or via post to PO Box 3187, Auckland 1140, to be received by Strata Title Administration no later than 5:00pm on Thursday, 20 March 2025.

		Vote For	Vote Against	Abstain
Item	***See agenda for wording of resolution***	***Please tick one of the boxes to vote.***		
1	Appoint a Chairperson of the Meeting	☐	☐	☐
2	Accept Apologies, Proxies, Postal & Pre-Meeting Electronic Votes	☐	☐	☐
3	Financials	☐	☐	☐
4	Report from the Committee	☐	☐	☐
5	Chairperson Nominee	☐	☐	☐
	- No nominations received	☐	☐	☐
6 (i)	Committee	☐	☐	☐
	- No nominations received	☐	☐	☐
6 (ii)	Conflict of Interest	☐	☐	☐
7	Delegating powers & duties to Committee (Section 108)*	☐	☐	☐
8	Office Bearers Liability Insurance	☐	☐	☐
9	Renewal of Insurance policy	☐	☐	☐
10	Insurance Excess	☐	☐	☐
11	Service Contract	☐	☐	☐
12	Common Maintenance	☐	☐	☐
13(i)	Review Long Term Maintenance Plan	☐	☐	☐

		Vote For	Vote Against	Abstain
Item	***See agenda for wording of resolution***	***Please tick one of the boxes to vote.***		
13(ii)	Arrange required Maintenance	☐	☐	☐
14	Long Term Maintenance Fund*	☐	☐	☐
15(i)	Health & Safety – Hazard Register	☐	☐	☐
15(iii)	Asbestos Management Procedure	☐	☐	☐
16(i)	Budget adopted and levy due date set	☐	☐	☐
16(ii)	Strata to pay standard/regular accounts	☐	☐	☐
17	Debt Collection regime	☐	☐	☐
18	Tax Agent	☐	☐	☐
19	Audit*	☐	☐	☐
20	Communication	☐	☐	☐
21	Minutes to be a record	☐	☐	☐

***** *Special Resolution required whilst all others require Ordinary Resolutions to pass*

Date:

Signature/s of eligible voter/s

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

Notes

1 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.

2 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.

3 If at the general meeting of the body corporate the wording of a motion is materially altered, your postal vote in relation to that motion will not be counted. It is the responsibility of the chairperson to decide what constitutes a material alteration. If you are concerned that your postal vote may not be counted as a result of an amendment to a motion, you should consider appointing a proxy to attend and vote at the meeting on your behalf. If a general meeting is adjourned, an electronic vote relating to the meeting remains valid for the purpose of the reconvened meeting, unless the voter who cast the vote attends the reconvened meeting in person or by proxy.

4 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.

5 If the unit owner is a body corporate or an unincorporated body, the form must be signed by the representative (recorded in the register of unit owners) of the unit owner.

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

Strata Title Administration Ltd

bc@stratatitle.co.nz

www.bodycorporate.co.nz

Auckland Phone (09) 307 3721
PO BOX 3187, Auckland 1140

Wellington Phone (04) 974 1011
PO Box 384, Wellington 6140

Christchurch Phone (03) 925 8749
Unit 5, 71 Gloucester Street,
Christchurch 8013

PROXY APPOINTMENT FORM

Form 11: Section 102(3), Unit Titles Act 2010

TO MANAGER: Nicola Elston / @Strata Title Administration Limited

EMAIL ADDRESS: nicola.elston@stratatitle.co.nz

BODY CORPORATE: 76157

PROPERTY AT: 119 East Tamaki Road, Papatoetoe, Auckland 2025

PROXY APPOINTMENT

I/We, ____________________

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

as my/our proxy for the purposes of the general meeting of the Body Corporate to be held at: **10:00am on Monday, 24 March 2025.**

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

Date

____

Signature/s of eligible voter/s

____

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

Important: this completed Proxy form needs to be submitted to Strata Title Administration Limited by 6.00pm on Thursday, 20 March 2025.

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 texts of motions are contained in the notice of general meeting, a copy of which should be provided to the proxy.
3) Your proxy may not vote unless all body corporate levies, and other amounts that are owing in respect of your unit, have been paid.
4) If the unit owner is a body corporate or an unincorporated body, the representative (recorded in the register of unit owners) of the unit owner must sign the form.
5) The chairperson is not required to ensure that the proxy follows the direction of the eligible voter that is set out in the proxy appointment form.
6) If the unit is owned by more than 1 person, every owner must sign the form.
7) If the unit is owned by more than 1 person, one of the unit owners may be appointed as proxy.

ing this proxy form signs as duly authorised agent of the owner.

	AGENDA ITEMS | Summary of Motions	**TYPE OF RESOLUTION**	**DIRECTION ON RESOLUTION (i.e. how does the eligible voter want to vote on the resolution)**
1	Appoint a Chairperson of the Meeting	*Ordinary Resolution*	
2	Accept Apologies, Proxies, Postal & Pre-Meeting Electronic Votes	*Ordinary Resolution*	
3	Financials	*Ordinary Resolution*	
4	Report from the Committee	*Ordinary Resolution*	
5	Chairperson Nominee	*Ordinary Resolution*	
	- No nominations received		
6(i)	Committee	*Ordinary Resolution*	
	- No nominations received		
6(ii)	Conflict of Interest Register	*Ordinary Resolution*	
7	Delegating powers & duties to Committee (Section 108)*	*Special Resolution*	
8	Office Bearers Liability Insurance	*Ordinary Resolution*	
9	Renewal of Insurance policy	*Ordinary Resolution*	
10	Insurance Excess	*Ordinary Resolution*	
11	Service Contract	*Ordinary Resolution*	
12	Common Maintenance	*Ordinary Resolution*	
13(i)	Review Long Term Maintenance Plan	*Ordinary Resolution*	
13(ii)	Arrange required Maintenance	*Ordinary Resolution*	
14	Long Term Maintenance Fund*	*Special Resolution*	
15(i)	Health & Safety – Hazard Register	*Ordinary Resolution*	
15(iii)	Asbestos Management Procedure	*Ordinary Resolution*	
16(i)	Budget adopted and levy due date set	*Ordinary Resolution*	
16(ii)	Strata to pay standard/regular accounts	*Ordinary Resolution*	
17	Debt Collection regime	*Ordinary Resolution*	
18	Tax Agent	*Ordinary Resolution*	
19	Audit*	*Special Resolution*	
20	Communication	*Ordinary Resolution*	
21	Minutes to be a record	*Ordinary Resolution*	

Note: *This is not a voting form and is for reference only. If you wish to vote and cannot attend the meeting, please complete the Postal Voting Form or vote using the link in the owner's portal.*