

**AGREEMENT FOR THE PROVISION OF  
BUILDING MANAGER SERVICES FOR  
WILLSMERE**

**Between**

**Willsmere Owners Corporation PS326519P  
(the Customer)**

**-And-**

**XXX Pty Ltd (ACN XXX XXX XXX)**

**(the Contractor)**



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This Agreement  
is made on the date noted in **Item 1** of Schedule 1  
Between  
See **Item 3** of Schedule 1 (**Customer**)  
and  
See **Item 5** of Schedule 1 (**Contractor**)

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The Customer and the Contractor agree that:

**1. DEFINITIONS**

**Act of God** means circumstances that are outside of human control and that such circumstances could not be foreseen or guarded against.

**Additional Cost Services** means the following services which are outside the scope of the Services specified in **Item 8** of Schedule 1 and for which the Contractor is entitled to payment in addition to the Service Fee:

- a) any emergency service or attendance as requested by the Owners Corporation Manager; and
- b) any service or work which is required by any applicable Law.

Additional Cost Services can only be invoiced to the Customer following a written quote and written approval from the Customer.

**Agreement** means this document including the attached Schedules and any other schedules and annexures.

**Claims** means all or any claims, demands, debts, accounts, actions, expenses, costs, liens liabilities and proceedings of any nature whatsoever (whether known or unknown).

**Commencement Date** means the date specified in **Item 2** of Schedule 1.

**Consumables** means goods that the Contractor supplies and are included as part of the Service Fee that are intended to be bought, used, and replaced necessary to perform the Building Manager Services.

**Contractor means** the company specified in **Item 5** of Schedule 1.

**Customer** means - the Willsmere Owners Corporation PS326519P specified in **Item 3** of Schedule 1.

**Dispute** means a disagreement or argument relating to an obligation in this Agreement.

**Equipment** means the items and tools necessary to perform the Building Manager Services.

**GST** means the *A New Tax System (Goods and Service Tax) Act 1999* as amended or replaced from time to time and any associated legislation and regulations in so far as they relate to GST.

**Gardens** means all common area grounds, including Heritage Listed trees, all other plants, surface treatments such as paving and mulch, furniture such as benches and lights, and utilities such as drains and irrigation. It does not include the following:

- a) electrical power mains and accessories on the supply side of the Gardens main circuit breakers.

**Building Manager Services** means the services described in **Item 8** of Schedule 1.

**Labour** means the time spent by the Contractor's personnel necessary to perform the Services described in **Item 8** of Schedule 1.

**Law** means all Acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and the States or Territories in which Services are being performed currently in operation, or as developed or amended.

**Service Fee** means the amount payable with respect to the Building Manager Services set out at **Item 9** of Schedule 1.

**Owners Corporation Manager** means the Management Company appointed by the Customer to manage the Willsmere Owners Corporation.

**Personnel** means, in respect of the Building Manager Services, the person/people that the Contractor retains to provide the Building Manager Services, including subcontractors and/or employees that the Contractor may engage.

**Performance Review** means a review of the Contractor's performance by the Customer that triggers the roll over to a new Term or a termination of the current Term.

**Premises** means the premises as described in **Item 7** of Schedule 1.

**Regular Reviews** means a review of the Contractor's performance by the Customer that **does not** trigger the roll over to a new Term or a termination of the current Term.

**Term** means the period described in **Item 11** of Schedule 1.

## **2. PROVISION OF BUILDING MANAGER SERVICES DURING TERM**

### **2.1. Building Manager Services**

The Contractor shall provide and perform the Building Manager Services as described in **Item 8** of Schedule 1 from the Commencement Date and for the duration of the Term.

## **3. PROVISION OF ADDITIONAL COST SERVICES**

3.1. In addition to the Building Manager Services, the Contractor may during the Term provide Additional Cost Services which are in addition to the Building Manager Services and for which the Contractor will be entitled to payment in addition to the Service Fee.

## **4. SERVICE FEE AND FEE FOR ADDITIONAL COST SERVICES**

### **4.1. Service Fee**

In consideration for the proper provision of the Building Manager Services, the Customer will pay the Contractor the Service Fee as described in **Item 9** of Schedule 1.

### **4.2. Additional payments for Additional Cost Services**

In consideration for the provision of Additional Cost Services, the Customer will pay the Contractor the agreed fee to be the hourly rate as specified in **Item 10** of Schedule 1 or a lump sum payment for the Additional Cost Services mutually agreed prior to the additional service commencement.

### **4.3. Annual Increase to Service Fee**

4.3.1. If a further term is agreed to, on each anniversary of the Commencement Date the Service Fee will be increased by 1.5%.

4.3.2. If this agreement is not extended for a further 1 year term and instead changes to a month to month agreement, there will be no increase to the Service Fee and the Service Fee will instead be paid at the same monthly rate as the most recent Term.

## **5. INVOICES AND PAYMENT**

- 5.1. The Customer will pay to the Contractor the Service Fee, monthly in arrears after the end of each calendar month throughout the Term upon receipt by the Customer of a valid Tax Invoice.
- 5.2. The Contractor will issue to the Customer a valid Tax Invoice for the Service Fee to be paid in respect of a calendar month no later than 30 days after the end of the month.
- 5.3. If Building Manager Services are provided for less than a month, the amount invoiced and payable shall be pro-rated accordingly.
- 5.4. Should Additional Cost Services be approved by the Customer for supply by the Contractor, the Contractor will issue to the Customer a valid Tax Invoice for these costs (separately to the Tax Invoice for the Service Fee) no later than 30 days after the Additional Cost Services have been completed.
- 5.5. Unless otherwise agreed, all payments are due within thirty (30) days of the date of receipt of a valid tax invoice from the Contractor unless the Customer has notified the Contractor in writing that the invoice is in dispute and has clearly outlining the dispute reason.

## **6. GST**

- 6.1. Amounts specified as payable under or in respect of this Agreement are expressed exclusive of GST.
- 6.2. The recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier; at the time payment for the supply is due, the GST payable in respect of the supply.

## **7. CUSTOMER'S OBLIGATIONS**

- 7.1. Site access and safety
  - 7.1.1. The Customer will use its best endeavours to:
    - 7.1.1.1. Confirm to the Contractor the physical location and functionality of all relevant existing services and plant installed within the Premises and any other job or site-specific requirements that are or may be relevant to the services to be undertaken by the Contractor;
    - 7.1.1.2. Provide adequate facilities at the Premises at no cost to the Contractor including parking, power, special access equipment and rubbish removal; and
    - 7.1.1.3. Ensure that the Premises must at all times be a safe working environment.
  - 7.1.2. The Customer will use its best endeavours to ensure that:
    - 7.1.2.1. any exposed or hazardous asbestos or other dangerous fibres; and
    - 7.1.2.2. any noxious or dangerous substances or items (including waste items such as syringes);  
  
are properly removed, cleaned or has restricted access (as appropriate to ensure that the Premises are safe) at the Customer's cost as soon as reasonably possible after the presence of any such hazard has been discovered by or notified to the Customer.
- 7.2. Reporting Obligations

The Customer will immediately report, via its Owners Corporation Manager (or by any other means necessary) to the Contractor any emergency, accident, or other circumstances likely to impact the Building Manager Services.

## 8. CONTRACTOR'S OBLIGATIONS

### 8.1. Professional standard of care

The Contractor must ensure that the Building Manager Services are performed in a diligent and professional manner and to the standard of skill and care expected of a professional experienced in the provision of the type of services required by the Customer under this Agreement.

### 8.2. Licence/Qualifications

The Contractor must ensure that it, together with its employees and subcontractors hold the requisite licence(s) and qualification(s) to legally perform the Building Manager Services. Proof of the Contractor's requisite licence(s) and qualification(s) are to be provided to the Customer upon request.

### 8.3. Remuneration of Personnel

The Contractor is liable to pay all Personnel for Building Manager Services provided by the Contractor under this Agreement.

### 8.4. Access Devices

All keys, fobs, swipes and any other devices owned by or in the control of the Contractor that provide access to grounds, space and or plant at the Premises must be free of identification that it is from the Premises. These devices must be stored at the Premises, and only taken offsite with the approval of the Owners Corporation Manager. Loss or theft of any of these devices is to be immediately reported in writing to the Owners Corporation Manager.

## 9. CONTRACTOR'S WARRANTIES AND GUARANTEES

9.1. Act honestly and in good faith in the performance of the functions and duties covered under this Agreement.

9.2. Exercise due care and diligence in the performance of the Building Manager Services.

9.3. Work under reasonable instructions from the Owners Corporation Manager and/or the Customer.

9.4. Have all personnel and/or other such sub-contractors sign in and out of the logbook while onsite. Falsifying hours such as start time and finish time will be deemed to be a fundamental breach by the Contractor and this Agreement may be terminated by the Customer in accordance with **clause 13**.

9.5. Ensure all personnel are in the full uniform as required by the Contractor and are always well presented.

9.6. All staff must ensure they work at full capacity unless taking breaks as per entitlements.

9.7. Advise the Customer's Owners Corporation Manager of any unplanned absence by the Contractor.

9.8. To immediately report, via the Owners Corporation Manager (or any other means necessary), to the Customer any emergency, accident or other circumstances likely to impact the Building Manager Services, health and safety of personnel and residents of the Premises.



## 10. SUBCONTRACTING

- 10.1. The Contractor may not subcontract any of its obligations under this Agreement except to organisations/persons who are approved in writing by the Customer.
- 10.2. The Contractor remains responsible for all acts and omissions of its subcontractors in relation to this Agreement.

## 11. ASSIGNMENT

- 11.1. Neither party may assign or transfer part or all of this Agreement or any of its rights or obligations under this Agreement without the prior written approval of the other party (which approval must not be unreasonably withheld). No transfer of any obligation is effective until the transferee has entered into a deed of novation in which it covenants in favour of, and in a form satisfactory to, the non-assigning transferring party, to assume and be bound by the obligations transferred.

## 12. REGULAR REVIEWS AND PERFORMANCE REVIEW

- 12.1. Regular Reviews can be conducted at any time throughout the Term and can be initiated by either party. The purpose of such reviews is to provide the Contractor with feedback about their performance.
- 12.2. A Performance Review of the Contractor's performance in providing the services specified at **Item 8** in Schedule 1 shall be conducted by the Customer during the first year of this Agreement, and in any subsequent year for which the Agreement is extended.
- 12.3. The Performance Review will be completed no earlier than the sixth month and no later than the tenth month of the Term and the outcome communicated in writing no later than 28 days before the end of the current Term.
- 12.4. If the Customer deems the service to be satisfactory, the Term of the Agreement shall be automatically extended for another 1-year Term.
- 12.5. If the Customer deems the service to be unsatisfactory, the Customer will be entitled to refuse to grant a further term. The Customer must provide at least 28 days' notice to the Contractor of their decision not to grant a further 1-year term of the Agreement. In the event that the service is deemed unsatisfactory, then at the end of the Term, the Agreement will continue automatically on a month by month basis until terminated in accordance with **clause 13**.

## 13. TERMINATION OF AGREEMENT AND AUTOMATIC ROLLOVER FOR FURTHER TERM

- 13.1. Termination by mutual agreement

This Agreement may be terminated with written mutual agreement by both parties without any liability or penalties on either party if this **clause 13.1** is exercised.

- 13.2. Termination for fundamental breach

This Agreement may be terminated by notice of termination in the following ways:

- 13.2.1. Either party may terminate this Agreement at any time if the other party has committed a fundamental breach of the terms of this Agreement. The party claiming that a fundamental breach has arisen will serve written notice of the Breach to the other Party's Contact Representative as per the details listed in **Item 4** and **Item 6** of Schedule 1. The notice must give full particulars of the nature and extent of the fundamental breach. If the party in default fails to rectify the fundamental breach within 21 days of the breach notice being received, the Agreement may be terminated without any further notice.
- 13.2.2. If the Contractor or the Customer is involved in any illegal activity the party claiming that illegal activity has occurred will serve written notice of the

illegal activity to the other Party's Contact Representative as per the details listed in **Item 4** and **Item 6** of Schedule 1. The party receiving the notice has the opportunity to respond in writing within 21 days of the notice being received. The Agreement may then be terminated without any further notice.

13.3. Termination by non-satisfactory Performance Review

If the Customer deems the service to be unsatisfactory in accordance with a Performance Review being completed as per **clause 12**, the Customer may terminate this agreement by giving 28 days written notice.

13.4. Termination for breach

Should a breach of this Agreement occur, then either party may serve notice of the breach upon the other party. Both parties' must then follow the Dispute Resolution process outlined in **clause 14**.

13.5. Termination for insolvency / bankruptcy

Either party may terminate this Agreement immediately if the other party becomes insolvent or bankrupt within the meaning of either section 9 of the Corporations Act 2001 (Cth) or the Bankruptcy Act 1966 (Cth).

13.6. Termination by the Contractor

The Contractor may initiate the dispute resolution process in accordance with **clause 14** if:

- 13.6.1. during the Term (or any additional Terms thereof), the Customer engages another contractor to provide Building Manager Services without the prior written consent of the Contractor; or
- 13.6.2. the Customer fails to make a payment in connection with this Agreement, the Building Manager Services or any Additional Cost Services within thirty (30) days of a valid tax invoice being received by the Customer.

## 14. DISPUTE RESOLUTION

14.1. The Contractor and the Customer must adhere to the following dispute/complaints process:

- 14.1.1. The party claiming that a Dispute has arisen will serve written notice of the Dispute to the other Party's Contact Representative as per the details listed in **Item 4** and **Item 6** of Schedule 1. The written notice must specify that it is a notice given under this **clause 14** and give full particulars of the nature and extent of the dispute. If a notice is given pursuant to this **clause 14**, the parties (through their Contact Representatives) must promptly meet, and use their best efforts in good faith to reach a reasonable and equitable resolution of the Dispute.
- 14.1.2. If the Dispute is not resolved within 10 business days of a notice being given in accordance with **clause 14.1.1** either party may advise the other party by written notice that it would like the Dispute referred to a panel consisting of a senior representative nominated by each party (the Panel) within 3 business days of the notice in accordance with this **clause 14.1.2**
- 14.1.3. If the Dispute is not resolved by the Panel within 20 days of the notice in accordance with **clause 14.1.2**, either party may terminate the Agreement in accordance with **clause 13** and / or commence legal proceedings.
- 14.1.4. The Panel will determine its own procedures for the resolution of a Dispute. Unless otherwise agreed by the parties, all discussions involving the Panel will be conducted on a without prejudice basis.

- 14.1.5. Decisions of the Panel may only be made by unanimous agreement of the members of the Panel.
- 14.1.6. Any decision of the Panel which is recorded in writing and signed by each member of the Panel is binding on both parties.

## **15. LIABILITY**

- 15.1. Nothing in this agreement excludes, restricts or modifies any right or remedy, or any guarantee, term, condition, warranty, undertaking or representation, implied or imposed by any legislation which cannot be lawfully excluded or limited, including the Australian Consumer Law and the Fair Trading Act 2012 (Vic) and the Competition and Consumer Act 2012 (Cth) (the Australian Consumer Law including Schedule 2)
- 15.2. To the extent permitted by law, the Contractor liability in relation to the provision of the Building Manager Services or Additional Cost Services is limited to:
  - 15.2.1. In the case of goods, the repair or replacement of the goods or the supply of substitute goods (and the cost of doing so); and
  - 15.2.2. In the case of services, the supplying of the services again at their cost, or the payment of the cost of having the services supplied again.
- 15.3. Termination of this Agreement by either party will not release the other party from liability in respect of any breach or non-performance of any obligation under this Agreement.

## **16. INSURANCE**

- 16.1. The Contractor agrees to effect and maintain in a form appropriate to the Contractor's activities and with a reputable insurer comprehensive insurance in respect of the Building Manager Services including:
  - 16.1.1. Public Liability insurance  
The Contractor must obtain and maintain a policy of public liability insurance for an amount not less than the amount specified in **Item 12** of Schedule 1 for the duration of this Agreement.
  - 16.1.2. Professional Indemnity insurance  
The Contractor must obtain and maintain a policy of professional indemnity insurance for an amount not less than the amount specified in **Item 13** of Schedule 1 for the duration of this Agreement.
  - 16.1.3. Workers Compensation  
Where required under law, the Contractor (or the Contractor's subcontractors) must obtain and maintain for the duration of this Agreement a workers' compensation and employer's liability insurance policy cover for liability of loss, damage, claims, and all direct or indirect costs and expenses arising at common law or under worker's compensation or employer's liability legislation in respect of persons employed or deemed to be employed by the Contractor (or its subcontractors).

## **17. STATUS OF RELATIONSHIP BETWEEN THE PARTIES**

- 17.1. The relationship between the Contractor and the Customer is that of principal and contractor. Nothing in this Agreement is to be construed as constituting the Contractor or any employee of the Contractor and the Customer as partners. Nor shall this Agreement be construed as creating the relationship of employer and employee between the Contractor and the Customer or between any employee or director of the Contractor and the Customer.

- 17.2. The Contractor must notify the Customer in writing immediately in the event that this Agreement constitutes more than 75% of the Contractor's income and/or contracting business.

## **18. PERSONAL GUARANTEES FOR CORPORATE PARTIES**

- 18.1. The Guarantors are set out in **Item 15** of Schedule 1. The Guarantors guarantee to the Customer the due and punctual performance of all of the Contractor's obligations under, or in relation to, this contract.
- 18.2. This guarantee is a continuing guarantee for the purpose of securing the whole of the Contractor's obligations notwithstanding any partial payment or performance. The Customer's rights or remedies against the Guarantors or the Contractor shall not be in any way prejudiced or adversely affected by any of the following:
- 18.2.1. Any variation of this Agreement or any release given by the Customer to the Contractor;
  - 18.2.2. Any time or other indulgence given by the Customer to the Contractor;
  - 18.2.3. The death, incapacity, bankruptcy or winding up of the Customer;
  - 18.2.4. Any assignment by the Customer of its rights under this contract; or
  - 18.2.5. The termination of this contract for any reason by the Customer.
- 18.3. The Guarantor covenants with the Customer to guarantee:
- 18.3.1. Payment of all sums of money, interest and damages (whether present, future, contingent, liquidated or unliquidated) for which the Contractor may now or later be liable to the Customer under this Agreement; and
  - 18.3.2. Due and prompt observance and performance of all the Contractor's obligations under, or in relation to, this Agreement.

## **19. GOVERNING LAW**

- 19.1. This Agreement is governed by the law of the State, Territory or, if applicable, the Commonwealth described in **Item 14** of Schedule 1. The parties submit to the non-exclusive jurisdiction of the Courts of the jurisdiction specified in **Item 14** of Schedule 1 and of any Court hearing appeals from those Courts.

## **20. VARIATION**

- 20.1. Any variation to this Agreement must be made in writing.

## **21. SPECIAL CONDITIONS**

- 21.1. This Agreement is subject to any Schedules and Specifications as attached being adhered to.

## **22. WAIVER**

- 22.1. Any waiver by any party to a breach of this agreement shall not be deemed to be a waiver of a subsequent breach of the same or of a different kind.

## **23. EVENTS BEYOND CONTROL**

- 23.1. Neither party shall be liable to the other party for any loss caused by any failure to observe the terms and conditions of this Agreement, where such failure is occasioned by causes beyond its reasonable control including but not limited to by fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities.

**24. SEVERANCE**

24.1. If anything in this agreement is unenforceable, illegal or void, it is severed and the rest of the agreement remains in force.

**25. NOTICES**

25.1. A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

25.1.1. Delivered personally; or

25.1.2. Posted to their address when it will be treated as having been received on the fifth business day after posting; or

25.1.3. Faxed to their facsimile number when it will be treated as received when it is transmitted; or

25.1.4. Sent by email to their email address, when it will be treated as received when it enters the recipient's information system.

**26. COSTS**

26.1. Each party will pay their own costs in relation to this agreement.

## SCHEDULE 1

<b>Item 1</b>	Date of Agreement	XXX
<b>Item 2</b>	Commencement Date	XXX
<b>Item 3</b>	Customer name	Owners Corporation Willsmere <b>PS 326519P</b>
<b>Item 4</b>	Customer's Contact Representative	Name: XXX, Willsmere OC Manager Address: 178 City Road, Southbank VIC 3006 Phone: XXX Email: XXX
<b>Item 5</b>	Contractor's name	XXX Pty Ltd <b>ACN XXX XXX XXX</b>
<b>Item 6</b>	Contractor's Contact Representative	Name: XXX Address: XXX Phone: XXX Email: XXX
<b>Item 7</b>	Premises	Willsmere Residential Complex located at 1 Wiltshire Drive, Kew, Victoria 3101
<b>Item 8</b>	Services to be performed	As specified in: <ul style="list-style-type: none"><li>▪ Schedule 2 – XXX</li></ul>
<b>Item 9</b>	Service Fee	Up to \$XXX per annum plus GST – Fixed Lump Sum for the provision of all services and consumables as agreed in Schedule 2 in <b>Item 8</b> of Schedule 1. To be paid monthly in arrears in equal amounts upon receipt of a valid tax invoice.
<b>Item 10</b>	Additional Cost Services	Hourly Rate \$ XXX ex-GST

<b>Item 11</b>	Term	<p>Initial Term of one year. Annual extensions of further one-year terms up to five years conditional upon the performance during the preceding year being deemed satisfactory by the Customer after annual review.</p> <p>Outcome of review to be communicated at least 28 days prior to Agreement expiry.</p> <p>The Customer must provide the one year extension in writing before the extension is granted.</p>
<b>Item 12</b>	Contractor's Public Liability Insurance	Public Liability Insurance – at least \$20 million
<b>Item 13</b>	Contractor's Professional Indemnity Insurance	Professional Indemnity Insurance – at least \$10 million
<b>Item 14</b>	Governing Law	Victoria
<b>Item 15</b>	Guarantors	XXX

Executed as an agreement for:

<b>Executed for and on behalf of WILLSMERE OWNERS CORPORATION</b>		
<b>PS326519P:</b>		
<b>Full Name</b>	<b>Capacity (circle)</b>	<b>Signature</b>
XXX	Chairman/ Authorised Officer	
XXX	Secretary	
Witness Name: XXX	Witness	

<b>Executed for and on behalf of XXX Pty Ltd</b>		
<b>ACN XXX XXX XXX</b> in accordance with section 127 of the Corporations Act by:		
<b>Full Name</b>	<b>Capacity (circle)</b>	<b>Signature</b>
XXX	Director	
XXX	Secretary	
Witness Name: XXX	Witness	

<b>Executed by XXX as Guarantors</b>		
<b>Full Name</b>	<b>Capacity (circle)</b>	<b>Signature</b>
XXX	Guarantor	
XXX	Guarantor	
Witness Name: XXX	Witness	



## SCHEDULE 2

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### Contractor Role Description:

**Location:** 1 Wiltshire Drive “Willsmere”, Kew VIC 3101 (“the Complex”)

**Hours:** The contract requires site attendance minimally between the hours of 7.30am to 4pm Monday to Friday (excluding public holidays) and after hours recall in emergencies. It requires the contractor to be accessible to owners, residents’ external contractors and visitors during these hours (via the Willsmere office, phone or email) and for emergency after hours contact via phone.

**Contract Amount:** ###

### Contract Summary:

- Coordinating, overseeing and directly attending to (where possible and practicable) regular building and grounds maintenance and repairs.
- Initiating, managing, directing and evaluating the activities of all contractors.
- Preparing and carrying out emergency protocols and procedures.
- Maintaining a safe environment for all residents, contractors and visitors.
- Negotiating and liaising with the Owners Corporation Manager and contractors.
- Conducting regular building and grounds inspections and preparing reports.
- Ensuring that the buildings, grounds and facilities are compliant with applicable policies, including OH & S and other safety regulations, and building codes.
- Responsibility to respond to inquiries and requests by residents and to case manage relevant problems or issues through to resolution.
- Responsibility to communicate needs and concerns to the body corporate manager and to the CoM and ensure they are assessed and actioned as necessary.
- Responsibility to build positive and effective relationships with all owners, residents and relevant stakeholders.
- Responsibility to effectively and efficiently document procedures and processes.

### Key expectations of Building Manager / Caretaker allocated to Willsmere

1. Is results driven and goal orientated.
2. Has the ability to work with minimum supervision and the ability to work as a team member and demonstrate the use initiative.
3. Has supervisory experience and had the ability to oversee contractors work and work areas.
4. Has the ability of reading plans and interpret boundaries.
5. Maintains professional standards, boundaries, presentation and etiquette.
6. Is skilled and experienced in managing people and projects with a strong focus on outcomes.
7. Has excellent communication and negotiation skills, both written, non-verbal and verbal.
8. Has the ability to liaise effectively, positively and assertively network with a wide variety of stakeholders.

9. Has demonstrated practical experience and skills in assessing, resourcing and rectifying all non-trade person specific repair and maintenance tasks. You have an eye for detail.
10. Is computer literate and have skills and experience in the use of relevant information technology, including but not exclusively, including word, excel, email and mobile phone technology.
11. Has demonstrated experience in surveillance systems, fob access control systems and intercom systems.
12. Has demonstrated experience in time management, prioritising, problem solving and work effectively under pressure.
13. Is honest, self-motivated, self-reflective and open minded.
14. Has flexibility and the willingness to work additional hours for emergency recall when necessary.
15. Has a current Victorian Driver License and a reliable vehicle.
16. Has a current National Fit to Work Check, Working with Children's Check.
17. Is in good health and are physically able to meet the requirements of the position. A medical evaluation will be required.

### **Organisational Relationships:**

1. You report to the Owners Corporation Manager and to the Chair (or Deputy Chair in their absence) of the Owners Corporation Committee.
2. It is your responsibility to maintain positive working relationships with all Owners Corporation Manager and its employees, Owners Corporation Committee members, contractors and residents and property managers who manage apartments in the Facility.

### **Key expectations of Building Management Company allocated to Willsmere**

1. The Building Management company must have Have the appropriate qualifications, insurance (as below), licenses and permits to conduct such works.
2. Must hold at least as a minimum the below insurances:
  - Care Custody Control Endorsement (minimum of 250k)
  - Cleaning Fumigation Exclusion
  - Communicable Diseases Exclusion
  - Personal Injury to Contractors, Sub Contractors and Labour Hire Excess Endorsement
  - Sub Contractors Condition \$10m Limit
  - Total Professional Indemnity Exclusion
  
  - Public Liability for a minimum of \$20,000,000 any one Occurrence
  - Products Liability for a minimum of \$20,000,000 any one Occurrence and in the aggregate any one Period of Insurance
3. Must hold Work Cover liability
4. Professional Indemnity
  - Minimum requirement - Limit of Indemnity: \$5,000,000 any one Claim and
  - minimum requirement - \$10,000,000 in the aggregate
5. The building management company must be a registered business and be able to provide proof of registration.

## General and Office Management Services:

1. Your duties include the following general and office management duties:
  - 1.1 Being accessible to residents of the complex on a daily basis in respect of matters relating to the management and operation of the common property areas, services and facilities.
  - 1.2 Receiving and appropriately actioning feedback and requests from residents and the Owners Corporation Management team in respect in respect of matters relating to the management and operation of the common property areas, services and facilities.
  - 1.3 Liaising with outside bodies, including but not limited to gas, electricity, MFB, water suppliers and internet providers to ensure continuous supply of services at all times.
  - 1.4 Ensure that the wellbeing of all residents and contractors is considered as a priority in day to day activities.
  - 1.5 Arranging contractors to undertake works on the complex as required, including meeting with such contractors and ensuring that they:
    - a. Confirming identification of the contractor, company and purpose of the contractors attendance. Ensure a Work Order or instructions has been issued to the contract if arranged by the Owners Corporation.
    - b. Are directed to the appropriate location within the property.
    - c. Are issued with appropriate identification and the contractor signs in the visitors log book;
    - d. If a contractor is going to the roof space then the contractor must fill in the roof space form along with being provided the CO2 monitor
    - e. Are sufficiently briefed about the requirements of the works they are to carry out; and
    - f. Work site is checked once the contractor is completed the task to ensure the work space is clean and works are completed to standards to the building.
    - g. Once the contractor has finished works ensure all equipment is handed back to the Owners Corporation and the sign out book has been completed.
  - 1.6 Immediately reporting any work which is not satisfactory to the Owners Corporation Manager.
  - 1.7 Providing appropriate advice to the Owners Corporation Manager to facilitate payment for works undertaken in relation to the Property. Approve invoice and ensure correct coding for payment.
  - 1.8 Maintaining all necessary records, checklists, logbooks and reports referred to in this schedule and as requested by the Owners Corporation Manager and by the Owners Corporation Committee from time to time.
  - 1.9 Attending to all incoming phone calls and emails in relation to Building and resident management.

- 1.10 Ensuring that residents moving in or vacating the Complex are supervised appropriately and advising the Owners Corporation Manager of any damage sustained to the Complex property. (if common property has been damaged take photos and download footage if available – Report to the Owners Corporation manager immediately)
- 1.11 Maintaining an accurate record of Building Contractors' details, contact numbers and e-mail addresses.
- 1.12 Prior to each Owners Corporation Committee meeting, preparing and providing the Owners Corporation Manager with a Building Managers Report detailing pertinent issues relating to the Complex for consideration and determination at the meeting. From time to time the Building Manager may be asked to attend the outside hours committee meetings – Time in lieu will be granted for the extra working hours.
- 1.13 Essential service reports are to be reviewed and any hazards rectified or quoted on reported to the committee.
- 1.14 Preparation and distribution of weekly incident reports to the Owners Corporation Manager, police or authority.
- 1.15 Ensuring that the Owners Corporation and the CoM are informed and updated, in a timely manner, about all issues relating to safety concerns, breakages, on site risks and hazards and incidents that require action and attention.
  - a. footage and reporting back to the Owners Corporation Manager in writing of findings and provide a written report as requested.
  - b. Footage must be kept and a copy saved for future use.

**After hours and emergency recall:**

After hours site attendance is defined as between the hours of 6pm and 6am Monday to Friday, excluding public holidays and weekends.

After hours attendance is required to respond to the following emergencies:

Flood or water leakage that cannot be contained

Shut-off of water supply (Manager will need to arrange water tanker for the property)

Fire requiring MFB attendance

Gate access for malfunction gate/s in an emergency

Serious security breach requiring immediate structural attention

Serious breakage requiring urgent remedy

Serious safety concern or accident requiring urgent remedy

Recalls under the contract must be fully documented and diarised. They are limited to 12 per annum. Further recalls shall be recompensed at \$100 per hour or part thereof.

**Office attendance and maintenance:**

The contractor is responsible to maintain the office to a high standard. They are required to complete all administrative tasks in the office and be present in the office during contact hours if not attending to needs / requirements in any other part of the site.

### **Contractor Management:**

2. Your management duties include the following contractor management duties:
  - 2.1 Supervising all contractors in the performance of their duties and provide for site coverage on a daily basis ensuring that schedules are adhered to and services are available as contracted with the Owners Corporation Manager and with the Owners Corporation Committee in a timely and efficient manner.
  - 2.2 Undertaking all administrative duties associated with contractors in a timely and efficient manner.

### **Ancillary Documents:**

1. Your management duties include knowledge and understanding of ancillary documents which the Owners Corporation Committee has created for your assistance.
2. Manager must ensure the SOP in the office hard copy and soft copy are kept up to date.
3. These documents are to be kept in a file in your office along with this Agreement for reference.
4. The Owners Corporation Committee and the Owners Corporation Manager may amend or remove these ancillary documents from time to time as circumstance require.
5. The ancillary documents include but are not limited to the following:
  - a. Willsmere Facilities Manager Standard Operating Procedures;
  - b. Specific Management Responsibilities;
  - c. Tasks and frequencies;
  - d. Maintenance Project Register (either manual or electronic); and
  - e. All essential safety measures reports, maintenance schedules, maintenance determinations, records of all inspections, testing and maintenance (including repairs) of any essential safety measure in the complex, correspondence and other documents (electronic or hard copy) required.

## **SCHEDULE 3**

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### **Specific Responsibilities:**

Your specific responsibilities include, but are not limited to the following:

#### **1. Bicycle Storage and Storage Facilities**

- 1.1. Monthly inspections are required to ensure the bicycle storage areas are in good order, that the bikes are neatly stacked and that the fob is in good working order.
- 1.2. An annual bicycle audit is required to determine which, if any bikes have been abandoned and to cull bikes that have been. Arrangements are to be made to donate abandoned bikes to a worthwhile charity.

#### **2. Bowling Green**

- 2.1. Supervise the performance of the gardening contractor in relation to bowling green maintenance (including fertilisation, mowing and weed management) in accordance with the stipulations contained in that contract. Ensure that both the both the quantitative and qualitative elements of the contract are performed to a high level.

#### **3. Charity Bins**

- 3.1. Manage the charity bin program and ensure that the guidelines are being followed by residents who deposit items.
- 3.2. Liaise with the charity to organise pick up/collection cycles for the bins and problem solve any issues that arise from this program.

#### **4. Communication and Co-ordination with Owners Corporation Manager (OCM)**

- 4.1. Ensure that the decisions of the Owners Corporation Committee as communicated by the OCM, are implemented, as directed, at all times, within any stipulated timeframes.
- 4.2. Obtain quotes as directed and or meet with contractors onsite to ensure quote requests are followed in accordance with the specific directions of the committee and or the OC Manager
- 4.3. Ensure effective communication is maintained with the OCM.
- 4.4. Prepare written reports (including regular performance reports for presentation at meetings) as required by the Owners Corporation Committee.
- 4.5. Communicate any concerns and issues with the Chair of the Owners Corporation Manager, including advocating for support and funding when necessary.
- 4.6. Urgently communicate any health and safety concerns and ensure they are documented and attended to.

## **5. Communication and Co-ordination with Owners Corporation Manager**

- 5.1. Ensure that an effective relationship and effective communication is established and maintained with the Owners Corporation Manager. Develop a thorough knowledge and understanding of the systems in place to organise the development of tenders, the engagement of contractors, the performance of contractors, the evaluation of contract performance and the payment of contract invoices.
- 5.2. Ensure, in partnership with the Owners Corporation Manager, that systems are in place to report and attend to incident reporting, malfunctions and emergencies, and that responses are timely and appropriate.
- 5.3. Conduct walk arounds as required or directed with the Owners Corporation Manager.

## **6. Communication and Co-ordination with Residents**

- 6.1. Respond to individual residents positively and cordially and always maintain a solution-focused perspective in interaction.
- 6.2. Respond to individual residents' needs in terms of urgency and within the context of overall priorities.
- 6.3. Ensure that all complaints are documented and followed up. Serious and unresolved complaints need to be referred to the Chair of the Owners Corporation Manager. Maintain a log of complaints and document their nature, progress and resolution.

## **7. Driveways, Pathways and Carport areas**

- 7.1. Ensure that the driveways, pathways and carports throughout the property are clear and well maintained. In this respect, supervise the performance of both the cleaner/s in accordance with the stipulation contained in that contract. Assist as necessary.

## **8. Equipment care and maintenance and Maintenance Shed**

- 8.1. Ensure all tools and equipment is stored securely and in a way that preserves its longevity and functionality.
- 8.2. Ensure that all equipment is logged and a register is kept of all owners corporations belongings. Any item purchased is recorded on the register at all times.
- 8.3. Ensure equipment that requires servicing is serviced as per the manufacturer's specifications.
- 8.4. Ensure that contractors, who have been permitted to use equipment, use it according to the manufacturer's specifications. Ensure it is returned in good working order and that if it is damaged, it is repaired or replaced by the contractor.

- 8.5. Ensure the Maintenance shed is kept in good order and is securely locked when not in use.
- 8.6. Ensure that all health and safety requirements are complied with at all times.
- 8.7. Ensure that fuels and poisons are stored in line with regulations and that tools and equipment is stored safely and securely.
- 8.8. Ensure the Buggy / vehicle is maintained, in good working condition and is stored securely when not in use. Ensure that when it is loaned to contractors (primarily the gardeners) it is maintained and returned in good working order.
- 8.9. If the buggy is damaged in any way you are to record all damage and who did the damage to the manager.

## **9. Fire Service - Management and Maintenance**

- 9.1. Ensure compliance, in all respects, with the legislative and regulatory requirements of this service

## **10. Gardens and Lawns**

- 10.1. Supervise the performance of both the gardening and lawn maintenance contracts in accordance with the scope of work that is stipulated in these contracts. Ensure that both the quantitative and qualitative elements of the contract are performed to a high level. Work with both contractors to determine short, medium and long term goals / targets for garden and lawn maintenance as per the job specifications and timeline requirements of both contracts.
- 10.2. Work with gardeners to ensure the sprinkler system is operational and working optimally where and when required. Manage the system to ensure maximal coverage and minimal wastage.
- 10.3. Always maintain a good working relationship with the contractors at all times. If this relationship becomes toxic to the function of day to day duties please notify the OC Manager.

## **11. Gates and Fences**

- 11.1. Ensure, on a daily basis, that all gates – pedestrian and vehicle - are functioning adequately. Attend to any malfunctions immediately to assess and repair. Where this is not possible, organise for the contracted gate maintenance company to attend and repair as soon as possible. Supervise the performance of both the gate maintenance contract in accordance with the stipulations contained in that contract.
- 11.2. Conduct fortnightly checks to ensure the all property fencing is intact / is not damaged. Repair or organise repairs as necessary.

## **12. Gym**

- 12.1. Conduct weekly checks to ensure all gym equipment is functioning to a high level. Ensure that all malfunctions of gym equipment are resolved immediately either



through external servicing or attending to minor repairs as possible and within skill set.

12.2. Supervise high performance of the regular and periodical elements of the cleaning requirements of the gym.

12.3. Conduct gym inductions with all new gym users.

### **13. Hard Rubbish and Bin Corrals**

13.1. Ensure that the hard rubbish collection facility is maintained in good order and repaired promptly as necessary if damaged.

13.2. Ensure that hard rubbish is deposited according to the stipulated guidelines. Provide education / signage as necessary to ensure residents are aware of the guidelines.

13.3. Organise and prepare for regular council removal of the hard rubbish deposited in the corral.

13.4. Assist elderly and residents with physical impairments to transport hard rubbish from home to corral if requested.

### **14. Heritage Apartment Buildings Including Rooves, Spouting and Windows**

14.1. Conduct bi-monthly roof inspections of all heritage apartments (using the drone) to ensure they are in good order. Report any damaged guttering or slate roofing ASAP providing location and include photos of the damage. Organise the immediate repair where leaks are detected and diarise all non – urgent issues, such as roof area (tile or valley) deterioration, for systematic attention during the annual roof work program.

### **15. Implement and Enforce the Breach Protocol and other Rules and Regulations.**

15.1. Implement and enforce the Breach protocol, without fear and favour.

15.2. Wherever possible, issue a courteous verbal warning prior to commencing formal breach procedures.

15.3. Once formal procedures have been initiated, ensure that documentation is maintained and that the breach is either rectified, or that the matter is followed through as per the protocol.

15.4. Enforce all rules and regulations independently and free from influence.

15.5. Ensure familiarity with all rules, regulations and expectations of residents and be responsible for the education of residents in this regard.

15.6. Ensure that the timeframes provided to rectify the breach is adhered to and if not follow the process of further breaches.

### **16. Insurance Claims**

16.1. Ensure that preventative action is taken wherever possible to avert damage that may lead to potential insurance claims being made by individual lot owners.

16.2. In the advent of the likelihood of an insurance claim being made by an individual lot owner, offer immediate assistance and try and abate / minimise the extent of the damage.

- 16.3. In the advent of an insurance claim being made by an individual lot owner, ensure that the Chair or the COM or their nominee are made aware of such a claim as soon as possible. Document all information and actions in relation to the incident and the claim.

## **17. Lights and lighting**

- 17.1. Conduct inspections throughout the property to identify and document any lights that are not working. Replace light bulbs to a height of up to 2.4 metres. If light failure is not related to globes, where, possible, work to identify the cause of the problem. If this cannot be done, assess the degree of risk to pedestrians of the light failure and either arrange for an urgent electrical assessment or, if it repair can wait, log the issue for assessment and repair at a later date.

## **18. Office Maintenance and Accessibility**

- 18.1. Your office is required to be presented as functional, organised, clean, neat and tidy and accessible at all times.
- 18.2. Your daily movements and whereabouts are to be noted on a noticeboard placed on or near the front door of the office and continually updated.
- 18.3. Residents need to be able to contact you via an appointment at your office, by phone or by email. Responses for urgent needs during daily hours need to be immediate and non-urgent follow up needs to take place within 24 hours.

## **19. Practical Handyman Responsibilities**

- 19.1. Carry out all reasonable practical handyman tasks on the property and ensure that tradesman are engaged to carry out specialist assessments and repairs when it is impractical or beyond the skills and expertise of the contractor.
- 19.2. Practical tasks include (but are not limited to) ....
  - 19.2.1. Urgent cleaning tasks outside of the regular cleaning schedule.
  - 19.2.2. Removing leaves and debris as need be from the pool outside of the regular cleaning schedule.
  - 19.2.3. Changing light globes in common property areas up to a height of 2.4 metres.
  - 19.2.4. Daily chemical testing of the pool and application of chemicals as required to ensure the hygiene, cleanliness and appearance of the pool.
  - 19.2.5. Removing debris and obstacles from pathways and roadways.
  - 19.2.6. Cleaning of the barbeque/s if need be outside of the regular cleaning schedule.
  - 19.2.7. Clean seats as required from bird droppings and debris.
  - 19.2.8. Set rat and possum traps and baits and bird deterrents.
  - 19.2.9. Treat pest (fly, wasp, etc) infestations.

- 19.2.10. Assist elderly and physically impaired residents with the removal of hard rubbish.
- 19.2.11. Assist with the raking, collection and removal of leaves during the peak autumn period.
- 19.2.12. Clear / clean and maintain storm water pits.
- 19.2.13. Clean gutters on the function room and gym.
- 19.2.14. Cleaning / clearing of spider webs.
- 19.2.15. Daily property walk / inspection.
- 19.2.16. Assist residents with providing tradespeople common area access to utilities related to their properties.
- 19.2.17. Isolate / shut down utilities and services when required, including the fire service.
- 19.2.18. Purchase and collect necessary materials and inventory as required.
- 19.2.19. Ensure potted plants are watered and fertilised as required.
- 19.2.20. Remove and clean graffiti as soon as possible.
- 19.2.21. Minor maintenance tasks as required.
- 19.2.22. Arrange for ladder and wheel trolley access by residents.
- 19.2.23. Minor repainting and repair as necessary.
- 19.2.24. Remove weeds from building walls.

Practical tasks do not include any work on private property or in the apartments of residents, which is not permitted.

## **20. Reporting Arrangements and Accountability of Contractors**

- 20.1. Supervise, support and document the work and performance of all contractors and tradespeople.
- 20.2. Clearly communicate expectations and timelines required.
- 20.3. Ensure visiting contractors are met on arrival, progressive checks are carried out on their progress and their work is thoroughly evaluated at completion.
- 20.4. Document, report and follow up all incidences of under or non-performance of contracts promptly.
- 20.5. Ensure contract invoices are not paid until performance standards have been satisfied. Ensure that remedial work is completed in instances of underperformance and ensure non-performance and underperformance is reported promptly to the OCM.
- 20.6. You need to work as a team leader as well as a team member and develop and sustain a culture of co-operation and support between other stakeholders such as team members and contractors.
- 20.7. Ensure that you have a cohesive relationship with all contractors to ensure the day to day running's are not affected.

- 20.8. Some tasks, for instance leaf clearing, may require a whole-team approach which you would co-ordinate. In such cases, you would be expected to actively participate in the practical tasks involved.

## **21. Seating and Barbeques: Common Property**

- 21.1. Ensure (weekly) that common property seating throughout the property is in good repair and is clean and suitable for use. Repair and clean immediately if at all possible / practicable, or otherwise document and organise as soon as possible.
- 21.2. Ensure (weekly) that common property barbeques are in good working condition and have been thoroughly cleaned. Ensure that the cleaning contractor has a weekly cleaning schedule in place and that this schedule is followed. If at any time (outside of the scheduled clean time) a barbeque is in need of a clean, clean it immediately, or organise it to be cleaned as soon as possible.
- 21.3. Maintain common property seating in good order and repair and repaint as necessary.

## **22. Signage**

- 22.1. Ensure that all signage throughout the property and pertaining to the property is in good order.
- 22.2. Arrange for the cleaning and / or repair or signage that is damaged.

## **23. Swimming Pool and Surrounds**

- 23.1. Supervise the performance of the pool maintenance contract in accordance with the stipulations contained in that contract. Ensure that both the both the quantitative and qualitative elements of the contract are performed to a high level. Ensure that all malfunctions of pool equipment are reported to the pool maintenance company immediately and are addressed urgently. Attend to minor repairs as soon as possible and within skill set.
- 23.2. Supervise high performance of the regular and periodical elements of the cleaning requirements of the pool and its surrounds – as per the pool maintenance and cleaning specification. Assist as necessary. This includes ensuring skimmer boxes are checked and cleaned regularly and the pool is vacuumed to prevent leaf and dirt build up.
- 23.3. Conduct all required testing of the quality of the pool water – as per the pool maintenance and cleaning specification.
- 23.4. Unlock / lock pool as per the protocol.
- 23.5. Ensure all legal and safety regulations are complied with at all times in relation to pool equipment and pool use. Be prepared to close the pool if breaches are not resolved.
- 23.6. Ensure that if an announcement is made via the government instructions all directions are correctly administrated to and signage is displayed and lockdowns are followed.

## **24. Tennis Courts**

- 24.1. Regularly (weekly) inspect to ensure the nets are in good condition and are ready for play. Remedy any damage to nets as soon as practicable.
- 24.2. Regularly inspect (monthly) to ensure grass and plant growth is not intruding onto any part of the court surface. Instruct the gardeners to immediately weed or treat to remove any intrusions.
- 24.3. Regularly inspect (monthly) to ensure the surrounding fencing and gate is in good condition and remedy any damage to damaged fencing as soon as practicable.
- 24.4. Ensure that if an announcement is made via the government instructions all directions are correctly administered to and signage is displayed and lockdowns are followed.

## **25. Toilet and Shower facilities: Common Property**

- 25.1. Supervise the performance of both the cleaning contract in accordance with the stipulation contained in that contract related to these facilities.
- 25.2. Conduct regular inspections to ensure the facilities are clean and hygienic and that the cleaning schedules have been completed.

## **26. Function Room**

- 26.1 Manage the booking system.
- 26.2 Ensure the room and its surrounds are cleaned according to the cleaning schedule and specifically cleaned in preparation for imminent bookings should this be required.
- 26.3 Ensure damages are repaired expediently.
- 26.4 Ensure provisions are maintained and replaced as required.
- 26.5 Ensure that if an announcement is made via the government instructions all directions are correctly administered to and signage is displayed and lockdowns are followed.

## **27. Library**

- 27.1 Ensure the Library is cleaned as per the cleaning schedule and prepared for meetings / events as required.

## **28. Museum and Dungeon**

- 28.1 Ensure the museum and dungeons are cleaned as per the cleaning schedule and prepared for openings / events as required.

- 28.2 Ensure the museum and dungeons are locked and accessed only by those authorised to do so.

## **29. Gates, Fences and Walls**

- 29.1 Ensure the gates are in good working order at all times.
- 29.2 Ensure the gate service contractors meet the obligations of their contract.
- 29.3 Regularly inspect all gates and fences and walls and ensure breakages / damage is promptly repaired.

## **30. Storage Areas**

- 30.1 Ensure that storage areas are cleaned as necessary, are maintained in a neat and orderly manner, that materials stored in each area are fit for storing in the space, that Hazardous materials are labelled and stored appropriately.
- 30.2 Ensure that storage areas are locked and accessed only by those authorised to do so.

## **31. Keys, Locks, Fobs and Codes**

- 31.1 Ensure the security of all keys, locks, fobs and codes at all times.
- 31.2 Ensure that a register is maintained that records all keys, locks, fobs, and codes and that the register is locked away. Share the knowledge of the register and it's whereabouts with authorised personnel only.
- 31.3 Ensure that if a fob or remote is stolen or lost that these are deactivated as soon as notified.

## **32. Pathways, Roadway, Gutter and Car Parks**

- 32.1 Regularly (as per Schedule 3 timetable) inspect all paths, roadways, gutters and car parks to ensure they are maintained in excellent condition; that they are fit for purpose and interference and free of impediment. Take action to clean or repair as necessary.

## **33. Records, Diarising and Book Keeping**

- 33.1 Ensure a record book is held and maintained to document all contractor and visitor entry to the property.
- 33.2 Ensure all problems / action requests / complaints / are recorded and diarised and followed up in a timely manner.
- 33.3. Ensure a record book is maintained to record all expenditure of the building manager.

### 34. Daily Security Checks:

Your daily duties include the following security checks and surveillance:

In relation to the exterior common areas:

- (1) Checking that all external lighting is in working condition, and replacing globes as required (including those notified as part of the night management duties).
- (2) Checking car parks for damage, signs of break-in and unauthorised vehicles and taking all appropriate actions including notifying police.
- (3) Ensuring that all pedestrian and vehicle access security gates are operating.
- (4) Ensuring that Owners Corporation Rules are adhered to by all residents.
- (5) Ensuring that unauthorised items left in car park are removed by the relevant residents.
- (6) Placing notices on car windscreens if residents have parked in incorrect spots.
- (7) Ensuring that car park area is swept regularly and rubbish removed daily.
- (8) Respond to requests by the Owners Corporation Manager or by the Chair or Deputy Chair of the Owners Corporation Committee of any security or Owners Corporation rule breach. This may include reviewing security CCTV footage and reporting back to the Owners Corporation Manager in writing of findings and provide a written report as requested.

#### 34.1

In relation to the interior common areas:

- a. Checking that all internal lighting is in working condition, and replacing globes as required to 2.4 metres height (including those notified as part of the night management duties);
- b. Carrying out internal patrol to check main entrances, stairwells and all common areas for damage and taking all appropriate actions;
- c. Ensuring general upkeep maintained for cleanliness between contracted cleaning visits, and notifying non-compliance to cleaning contractor, Owners Corporation Manager and Owners Corporation Committee;
- d. Ensuring prompt notification to residents for non-compliance of Owners Corporation rules, logging breach requests as required and notifying Owners Corporation Manager daily; and
- e. Responding to requests by the Owners Corporation Manager or by the Owners Corporation Committee of any security or Owners Corporation rule breach by reviewing security CCTV footage, report back to the Owners Corporation Manager in writing of findings and provide detailed reporting as requested.

## 34.2

Checklists must be kept of all security checks and surveillance activities listed above, including a record of all actions taken, and providing reports to the Owners Corporation Manager once a week or as agreed and in such a manner (by email, or some other electronics means or by delivery) as agreed.

End