

**NOTICE OF A STRATA COMMITTEE MEETING
THE OWNERS - STRATA PLAN 52948**

ADDRESS OF THE STRATA SCHEME:

Macquarie Gardens, 1-15 Fontenoy Road, Macquarie Park NSW 2113

DATE, PLACE & TIME OF MEETING: A meeting of the Strata Committee of The Owners - Strata Plan 52948 will be held on 2/04/2024 as a paper only meeting. The meeting will commence at 09:00 AM.

This meeting is being held in accordance with Schedule 2 Sec 9(2) of the Strata Schemes Management Act 2015. It is not necessary for you to attend this meeting in person. Please complete and return the attached written voting form prior to the meeting.

The Agenda for the meeting is:

1 MINUTES

That the minutes of the previous strata committee meeting be confirmed as a true record of the proceedings of that meeting.

2 LEGAL ADVICE

That the strata committee resolves to engage JS Mueller & Co Lawyers in accordance with its fee proposal received 18/03/24 to:

- (i) provide advice in relation to recent communication from Lot 158; and
- (ii) draft additional by-law for storage of electric bikes, scooters and other electric lithium battery powered mobility equipment.

Date of this notice: 26 March 2024

NOTES:

Only executive committee members are entitled to vote on agenda items at a Strata Committee Meeting.

A quorum at an Strata Committee Meeting is 50% of the persons entitled to vote; each Strata Committee Member has one vote, the Chairman does not have a casting vote.

In the event than an agenda item is a tied vote the resolution is deemed to be lost as it was not passed by a majority.

Appointees acting on behalf of a Strata Member can only vote if the Strata Committee resolved to accept the appointee.

An owner or company nominee can attend Strata Committee meetings but can only address the meeting with the permission of the Strata Committee members.

For large schemes (over 100 lots, not including utility lots) notice of strata committee meetings are to be sent to strata committee members, all lot owners and placed on a noticeboard (if any) maintained by the Owners Corporation. Minutes of strata committee meetings are to be sent to strata committee members and any owner that requests a copy within 7 days of the meeting.

TO: The Party Identified in the Accompanying Email

FROM: JS Mueller & Co Lawyers | Level 1, 240 Princes Highway, Arncliffe NSW 2205

A. This document is an offer to enter into a costs agreement with you.

B. The work we have been instructed to do is described in the accompanying email ("Work").

C. The disclosure requirements which we are required to provide you under the *Legal Profession Uniform Law* ("Law") are contained in the accompanying Standard Costs Disclosure which forms part of this document pursuant to Part 4.3 of the Law.

D. Acceptance of Offer

If you accept this offer you will be regarded as having entered into a costs agreement. This means you will be bound by the terms and conditions set out in this document, including being billed in accordance with it. Acceptance may be by any one of the following ways:

- signing and returning a copy of this document;
- giving us instructions after receiving this document;
- oral acceptance.

Failure to accept our offer within 7 days of dispatch of this document can result in the immediate withdrawal of our offer to act on your behalf.

E. Termination of Agreement

E1. We will not continue to do the Work: if you fail to pay our bills; if you do not within 7 days comply with any request to pay an amount in respect of disbursements or future costs; if you fail to provide us with adequate instructions within a reasonable time; if you fail to accept an offer of settlement which we think is reasonable; if you fail to accept advice we (or counsel) give you; if you engage another law practice to advise you on this matter without our consent; if we, on reasonable grounds, believe that we may have a conflict of interest, or if you indicate to us that we have lost your confidence; if in our sole discretion we consider it is no longer appropriate to act for you or for other just cause.

We will give you reasonable notice of termination of our agreement, and of the grounds on which the notice is based.

E2. You may terminate this agreement at any time.

If the agreement is terminated either by you or us, you will be required to pay our professional fees and charges for work done, and for expenses and disbursements incurred, up to the date of termination. For lump sum fee matters, you must pay the part of our lump sum fee that we reasonably estimate has been incurred in respect of the legal services provided to you up to the date of termination, plus charges, expenses and disbursements, subject to your right to a costs assessment. You will be liable to pay our costs whether or not the other party to any court proceedings has to pay your costs of the proceedings.

F. Lien

Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of yours:

- (a) we shall be entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in our possession or control, until all costs, disbursements, interest and other moneys due to us have been paid; and
- (b) our lien will continue notwithstanding that we cease to act for you or that our agreement has been terminated by you or us.

G. Retention of your documents

On completion of your work, or following termination (by either party) of our services, we will retain your documents for 7 years. Your agreement to these terms constitutes your authority for us to destroy the file after those 7 years. The authority does not relate to any documents which are deposited in safe custody which will, subject to agreement, be retained on your behalf indefinitely. We are entitled to retain your documents while there is money owing to us for our costs. You will be liable for the cost of storing and retrieving documents in storage and our professional fees in connection with this.

H. Privacy

Personal information about you, provided by you and other sources, will only be used for the purposes for which it is collected or in accordance with the *Privacy Act 1988* (Cth). Disclosure of such information may be compelled by law (eg. under the *Social Security Act*). You also authorise us to disclose such information where necessary to others in furtherance of your claim/matter (eg. within the law practice, to the Court, the other party or parties to litigation, to valuers, experts, barristers etc). Further, you authorise us to disclose to any party or for marketing and promotional purposes that we have acted for you.

I. Payment / Money on Account

We may ask you to pay us, in advance, some money on account of payments which will be made to others and our costs.

OR

We will ask you to repay the money paid on your behalf in clause 2.3 of the costs disclosure document as and when we send you bills for these payments.

J. Authorisation to Transfer Money from Trust Account

You authorise us to receive directly into our trust account any judgment or settlement money, or money received from any source in furtherance of your work, and to pay ourselves our costs, disbursements and expenses in accordance with the provisions of Rule 42 of the *Legal Profession Uniform General Rules 2015*. A trust statement will be forwarded to you upon completion of the matter.

Standards Cost Disclosure

This document and the accompanying email disclose information about the costs of our legal services, and your rights, as required by the Law. You may negotiate and enter into a costs agreement with us based on the information contained in this document. A standard costs agreement is attached.

1. GST

All rates, charges, expenses etc in this document are GST exclusive unless otherwise stated. Where the service provided is subject to GST, GST of 10% will be added and charged to you.

2. Costs-how calculated

2.1. Professional Fees

We will charge you professional fees for the work we do:

- (a) an hourly \$650.00 (plus 10% GST) for rate of: a partner
- (b) an hourly \$550.00 (plus 10% GST) for rate of: an employed senior solicitor
- (c) an hourly \$450.00 (plus 10% GST) for rate of: an employed associate solicitor
- (d) an hourly \$350.00 (plus 10% GST) for rate of: an employed junior solicitor
- (e) an hourly \$120.00 (plus 10% GST) for rate of: secretarial services

We will charge you professional fees for any work you require us to do on an urgent basis at the hourly rates specified above increased by 30% plus 10% GST.

These rates will be proportionately charged for work involving shorter periods less than an hour. Our charges are structured in 6 minute units. For example, the time charged for an attendance of up to 6 minutes will be 1 unit and the time charged for an attendance between 6 and 12 minutes will be 2 units. Travelling time will be charged at these rates.

Our rates are reviewed on a regular basis and may change during the course of a matter. In relation to lengthy matters this may impact upon our cost estimates (which may be revised accordingly). You will be given 30 days' notice in writing of any changes to our charge out rates.

2.2. Charges

We will charge you for services we use or supply. Our rates are:

- 2.2.1. photocopying: \$1.20 per page (plus 10% GST)
- 2.2.2. faxes incoming and outgoing: \$1.20 per page (plus 10% GST)

2.2.3. printing of incoming emails: \$1.20 per page (plus 10% GST)

2.2.4. obtaining an electronic search: \$10.00 per search (plus 10% GST)

2.3. Expenses & Disbursements

We may incur expenses and disbursements (being money which we pay or are liable to pay) to others on your behalf. These may include:

Search fees; enquiry fees; court filing fees; process servers; experts' fees; witnesses expenses; travel expenses, transcripts; barrister's fees and others.

We will inform you of these expenses and disbursements as well as any other payments required to be made, as soon as is reasonably practicable.

3. Estimate of Costs

Our estimate of costs is based on the information available to us to date. It is an **estimate, not a quotation** and subject to change. We estimate the cost of the Work to be the amount(s) set out in the accompanying email.

These estimates are made on the information available to us at this time. They may, and probably will, change when more information is available to us. The major factors which will affect the estimates are:

- The volume of material we need to peruse to do the Work;
- The number of times we need to communicate with you to do the Work;
- Whether we need to meet with you to do the Work;
- The urgency with which you require us to do the Work.

4. Billing arrangements

We will send you a bill of costs containing information of our professional fees and charges, disbursements and expenses, including GST, **either** after completion of the work, **or** monthly, **or** at intervals determined by us **or** at other times as agreed with you, when the work is in progress. You authorise us and consent to us sending you, and consent to you receiving, any bill of costs by email to any email address for you that you have supplied to us.

5. Interest on unpaid costs

Interest at the maximum rate prescribed in Rule 75 of the *Legal Profession Uniform General Rules 2015* (being the Cash Rate Target set by the Reserve Bank of Australia plus 2%) will be charged on any amounts unpaid after the expiry of 30 days after a tax invoice is given to you. This rate is subject to change and may vary at the time our bill of costs issues.

6. Your rights

It is your right to:

- (a) negotiate a costs agreement with us;
- (b) negotiate the method of billing (e.g. task based or time based);
- (c) receive a bill and to request and receive an itemised bill within 30 days after a lump sum bill or partially itemised bill is payable;
- (d) seek the assistance of the designated local regulatory authority (the NSW Commissioner) in the event of a dispute about legal costs;
- (e) be notified as soon as is reasonably practicable of any significant change to any matter affecting costs;
- (f) accept or reject any offer we make for an interstate costs law to apply to your matter; and
- (g) notify us that you require an interstate costs law to apply to your matter.

If you request an itemised bill and the total amount of the legal costs specified in it exceeds the amount previously specified in the lump sum bill for the same matter, the additional costs may be recovered by us only if:

- (i) when the lump sum bill is given, we inform you in writing that the total amount of the legal costs specified in any itemised bill may be higher than the amount specified in the lump sum bill, and
- (ii) the costs are determined to be payable after a costs assessment or after a binding determination under section 292 of the Law.

Nothing in these terms affects your rights under the Australian Consumer Law.

7. Dispute as to legal costs

If you have a dispute in relation to any aspect of our legal costs you have the following avenues of redress:

- (a) in the first instance we encourage you to discuss your concerns with us so that any issue can be identified and we can have the opportunity of resolving the matter promptly and without it adversely impacting on our business relationship;
- (b) you may apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs. This application must be made within 12 months after the bill was provided or request for payment made or after the costs were paid.

8. Persons responsible for your matter and legal costs

Mr Adrian Mueller will be primarily responsible for your matter and may be assisted by other solicitors. You may contact Adrian Mueller regarding your matter and your legal costs.

9. Substantial changes to disclosure

You will be informed, as soon as is reasonably practicable, of any substantial changes to anything contained in this disclosure document.

10. Engagement of another law practice (e.g. barrister)

It may be necessary for us to engage, on your behalf, the services of another law practice to provide specialist advice or services, including advocacy services, or to act as our agent. We will consult you as to the terms of that law practice's engagement, but you may be asked to enter into a costs agreement directly with that law practice. The law practice engaged by us will disclose costs in a similar manner and we will disclose those costs to you.

11. Costs in Mediation

If your matter is referred to mediation, the mediator does not have power to make costs orders. This means that both you and the other party will need to bear your own costs of the mediation.

12. Costs in NCAT Proceedings

If your matter involves proceedings in the NSW Civil and Administrative Tribunal, the Tribunal may order the other party to pay your costs of the proceedings but only if there are special circumstances or the amount claimed or in dispute is more than \$30,000. This sum will not necessarily cover the whole of your legal costs due to us. It is possible that the Tribunal may make an order that you pay the other party's costs (if, for instance, you lose the case) and there are special circumstances or the amount claimed or in dispute is more than \$30,000. These costs are payable by you to the other party in addition to the costs payable to us.

13. Costs in Court Proceedings

If court proceedings are taken on your behalf or your matter otherwise involves court proceedings, the court may order the other party to pay your costs of the proceedings. This sum will not necessarily cover the whole of your legal costs due to us. It is possible that the court may make an order that you pay the other party's costs (if, for instance, you lose the case). These costs are payable by you to the other party in addition to the costs payable to us.

14. Costs in Litigation

14.1. If you are successful in litigation in the Tribunal or a court, and a costs order is made in your favour, you may anticipate recovering from the other party approximately 75% of the costs and disbursements which you are liable to pay to this firm.

14.2. If you are unsuccessful in litigation in the Tribunal or a court you may be ordered to pay the other party's costs. We anticipate that its costs will be similar to yours. You should anticipate paying approximately

75% of what the other party's law practice may charge.

14.3. If settlement of your claim is being negotiated, we will provide you before settlement with:

14.3.1. a reasonable estimate of our costs payable by you on settlement;

AND

14.3.2. a reasonable estimate of the costs you would obtain from the other party on settlement if the settlement is favourable to you;

OR

14.3.3. a reasonable estimate of the costs you may have to pay the other party (eg. your case is weak, etc).

15. Release of File

If at any time you require your file to be removed from our custody we shall be entitled to take a hardcopy or electronic copy of all or any part of that file for retention by this firm and to charge you for that photocopying at the rate set out in paragraph 2.2.1 and charge you for that scanning at the rate of \$1.20 per page. Payment of those costs shall be a precondition for release of the file to you.

16. Progress reports

You are entitled to request, at reasonable intervals, written progress reports on your matter. Our normal charge-out rates will apply for this service. You are entitled to request a written report on the legal costs incurred to date since the last bill of costs was given to you, free of charge.

17. Limitation of Liability

Where you suffer loss or damage as a result of an act or omission by us constituting negligence, breach of contract, breach of fiduciary duty or otherwise giving rise to a liability on our part, then:

- we shall not be liable for any loss or damage to the extent that your loss or damage is caused or contributed to by you or others; and

- the damages or compensation recoverable by you from us shall not exceed the amount of the sum for which we are insured for the purposes of the compulsory professional indemnity insurance we are required to hold under the Law.

This limitation of liability applies to the extent that the law allows effect to be given to a contractual provision for the limitation of damages or compensation.

Our liability is also limited by the Solicitors Scheme, approved under the *Professional Standards Act 1994* (NSW).

18. Sending Material Electronically

We are able to send and receive documents electronically. However, as such transmission is not secure it may be copied, recorded, read or interfered with by third parties while in transit. If you ask us to transmit any document electronically, you release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document, for any delay or non-delivery of any document and for any damage caused to your system or any files.

19. Your obligations

If you are an owners corporation then you may be required to give a copy of our costs disclosure to each owner and strata committee member within 14 days of the disclosure being made in accordance with section 105 of the *Strata Schemes Management Act 2015*.

20. Applicable law

The law of NSW applies to legal costs regarding this matter.

<p>Signed</p> <hr/> <p>Client</p>  <hr/> <p>JS Mueller & Co Lawyers</p>

Strata Plan 52948

C/- Waratah Strata Management Pty Ltd

PO Box 125

EASTWOOD NSW 2122

In accordance with Schedule 2 Sec 9(2) and with reference to the Motions in the Notice of Strata Committee meeting dated 02/04/2024.

I *approve/disapprove of the resolution in Motion 1 - MINUTES

I *approve/disapprove of the resolution in Motion 2 – LEGAL ADVICE

Signature	Print Name	Lot Number
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Only Strata Committee members are entitled to vote for this meeting.

Date

***Delete as required**

EMAIL COMPLETED VOTING FORMS TO: heath@waratahstrata.com.au