

ARC SITE

Buildings

Address Book

Report Builder

Management Data

Administration

About Us + Support

The Maheno - 100-131/45  
Constitution Avenue Acton

BUILDING FOOTPRINT

RESIDENT MAINTENANCE REQUESTS 2

COMMON AREA DEFECT REGISTER 4

BUILDING INFORMATION

CONTACTS, GENERAL NOTES

NEXT ACTION 5

CORRESPONDENCE & REPORTS

BUILDING FOLDERS

BUILDING MAINTENANCE PLAN

BUILDING MAINTENANCE DIARY

MAINTENANCE MANUAL REGISTER

UPCOMING PERIODIC INSPECTIONS

BUILDING CONTRACTS 1

Building Information

File Number

2225

Group\*

Canberra Strata

Building Class

Class A

Units Plan Number

UP3879

Building Name

The Maheno

Block\*

45

Section\*

112

Building Added to Arcsite\*

11-Dec-2023

Units\*

100-131

Street No.\*

45

Street Name\*

Constitution Avenue

Suburb\*

Acton

State\*

ACT

Postcode\*

2601

Approx. Build Date or COU Date (if available)

01-Jul-2023

Builder

Chase Construction

Insurance Company\*

QBE Insurance

No. of Commercial Lots

No. of Commercial Lots

No. of Residential Lots

No. of Commercial Lots

Certificate Expiry Date\*

12-Dec-2023

Heritage Listed?

Yes

No

Retail

Commercial/Office

Industrial

Residential

ARC SITE

Buildings

Address Book

Report Builder

Management Data

Administration

About Us + Support

The Maheno - 100-131/45  
Constitution Avenue Acton

BUILDING FOOTPRINT

RESIDENT MAINTENANCE REQUESTS 2

COMMON AREA DEFECT REGISTER 4

BUILDING INFORMATION

CONTACTS, GENERAL NOTES

NEXT ACTION 5

CORRESPONDENCE & REPORTS

BUILDING FOLDERS

BUILDING MAINTENANCE PLAN

BUILDING MAINTENANCE DIARY

Building Folders

Building Plans

Photos

Warranties

Receipts

Work Orders

Sinking Fund Reports

Meeting Minutes

Sundry

2024 O&M Manuals & User Guides

Compliance

ARC SITE

Buildings

Report Builder

Management Data

Administration

About Us + Support

Maintenance Requests

The Maheno - 100-131/45 Constitution Avenue Acton

Records:

10

All Maintenance Requests

Entry Date	Subject	Resident Name	Unit No.	De
29/07/2024	Painting & Plastering	Jane Parks		
26/07/2024	Painting & Plastering	Danielle Sharma	12	

BACK

MAINTENANCE REQUESTS

Search

Search

Live

Select

FILTER

Update

1

# Scope, Limitations & Terms of Use – Arcsite Portal

## 1. ARCSITE

Arcsite is a software platform designed to facilitate the creation of a **Developer's Maintenance Plan** for new buildings and a **Building Maintenance Plan** for existing buildings. In addition to its planning capabilities, Arcsite serves as a comprehensive data repository, enabling the Building Manager and the Executive Committee to manage maintenance planning, maintenance requests, and routine inspections in real-time throughout the life of the building. By streamlining these processes, Arcsite helps significantly reduce unnecessary expenses that often result from an ad hoc approach to building maintenance. The platform also allows users to monitor maintenance trends and generate detailed reports, providing insights into how effectively the building is being maintained.

The ACT Government's Maintenance Schedules and Plans Fact Sheet suggests that the Owners Corporation (OC) regularly reviews its maintenance plan and updates it as necessary. Arcsite supports this process by providing a collaborative management system, where important documentation (manuals, warranties, maintenance records, defect lists etc.) is stored and accessible for easy reference. The login to the Arcsite platform is tied to the building and follows the building throughout its lifecycle, ensuring historical data is retained even when there is a change in building management.

## 2. Maintenance Plan Onboarding Process

Arcsite is designed to be your data repository for the Executive Committee's information relating to the maintenance, repair or replacement of systems, equipment, structures and other items on the common property. When onboarding to Arcsite, we collaborate with the Builder & Developer (new buildings) and the Building Manager and OC (previously occupied buildings) to map out the building's maintenance requirements. This process generates a draft maintenance plan, relying on the relevant parties to supply essential data, such as:

- Operating manuals and warranty information
- Previous Developer's Maintenance Schedule (if applicable)
- The Building File for the complex
- Photographs and logs
- Anticipated capital expenditures (if known)
- In the case of a new development, an Arcsite inspector will take an extensive suite of photographs of the new development which will be archived in the portal

The draft plan provides estimates for the life cycle of building elements, projections for capital expenditures, and a suggested schedule for critical routine and safety inspections.

## 3. Customisation and Adoption of Maintenance Plan

After the onboarding process, the Builder and Developer, the Building Manager and the OC must review the draft maintenance plan to ensure it meets their needs and the legislative requirements of the Unit Titles (Management) Act 2011 and associated regulations. The OC is responsible for adopting or amending the plan based on their own review and the Executive Committee can then update and manage the maintenance plan once adopted through Arcsite.

## 4. Data Repository and Management

Arcsite acts as a comprehensive data repository, providing the OC, Building Manager, and Executive Committee access to information relating to the maintenance, repair, or replacement of building systems and structures. This centralisation helps streamline management processes and provides transparency, especially during building management transitions.

## 5. Maintenance Plan Assessment Overview Report

For buildings with incomplete or outdated maintenance planning documentation, the Arcsite team offers a Maintenance Plan Assessment Overview Report. This service includes a review of the building's existing maintenance data and a review with the Building Manager to collate assets. The building is then quantified into the Arcsite system, using the current sinking fund to inform suggested timelines and periodic inspections for each building element, helping to create the draft Building Maintenance Plan. **Note:** This report is not a comprehensive condition or defect assessment. It is intended to assist the OC in enhancing its maintenance schedule and should not be solely relied upon to identify all potential issues.

## TERMS & CONDITIONS

## 6. Purpose of Reports

The reports generated by Arcsite and the maintenance planning schedule are designed to compile a comprehensive data file on the units plan complex as it exists during the onboarding period. The Maintenance Plan provides the Management Group with a roadmap that identifies the common areas of the building that must be monitored and maintained by the Owners Corporation. These areas include, but are not limited to, structures, equipment, fittings, furniture, security, fire protection, fencing, gates, common area painting, and pool safety. **Important:** This is **not** a comprehensive condition or defect report. Arcsite Inspectors are not experts in all building elements. The maintenance plan portal exists to house records that reflect the work of external expert service providers that is undertaken during routine and safety inspections and remediation or proactive maintenance works. If there are any comments or observations regarding defects or the condition of a building element, they are provided as a courtesy. We are not required to report on defects and cannot guarantee the identification of every issue. The inclusion of any observations should not be considered a comprehensive condition report.



**7. The Arcsite Portal And Maintenance Plan Requires Regular Review Prior To Circulation**

It is the responsibility of the Builder & Developer (new buildings) and the Strata Management Group and the Executive Committee (previously occupied buildings) to review the plan supplied by Arcsite and ensure all common property elements have been identified. Common property elements vary from building to building it is therefore dependant on the documentation that has been supplied to us and our own discretion, to determine elements on the units plan complex that should be appropriately included in a maintenance plan. The portal and plan should be carefully vetted prior to the implementation of routine and safety maintenance protocols and we are available to update or amend as required.

**8. Builder & Developer Access**

Builders and Developers who have paid the Arcsite onboarding fee in full will be granted unlimited access to the building's data within the Arcsite platform for a period of 24 months following the date of onboarding. During this period, no additional charges will apply to the Builder and Developer for accessing the system beyond the initial onboarding fee. This access allows Builders and Developers to monitor, manage, and rectify any common area defects in accordance with their contractual obligations. At the end of the 24-month period, access will be automatically terminated unless otherwise agreed upon in writing in consultation with the building owners, subject to additional fees.

**9. Common Area Defects Register**

The Builder and Developer have selected the Arcsite platform to deliver their Developer's Maintenance Plan, ensuring the highest level of transparency and efficiency during the handover process. As part of this commitment, the Builder will only address and manage common area defects that are formally recorded and tabled in the Arcsite Common Area Defects Register. This approach ensures that all parties, including the Owners Corporation, Building Manager, and the Developer, have real-time access to a single, centralised defect list. The status of defects and any related communications can be tracked within the platform, ensuring streamlined communication and a clear, collaborative approach to resolving issues. By utilising Arcsite, all parties benefit from greater accountability, tighter communication, and a more efficient defect management process.

**10. Reference to Standards**

Where Australian or other relevant Standards are referenced, these standards are subject to revision or amendment and are provided solely for informational purposes. It is the responsibility of the appropriate industry expert conducting routine and safety inspections to verify and confirm compliance with the most current applicable standards at the time of inspection or maintenance.

**11. Estimated Service Lifespan**

The Estimated Service Lifespans provided in Arcsite are based on industry research, expert opinions, trade manuals, and practical experience. These estimates are inherently subjective and do not constitute a guarantee that the lifespans noted in the maintenance plan are definitive or immune to change. In the absence of comprehensive evidence of routine inspections and maintenance, these recommendations should be considered as guidelines only.

We cannot predict or account for unforeseen incidents that may affect the lifespan of building elements, such as usage patterns, environmental conditions, unforeseen events, or design deficiencies.

During the onboarding process, the inspector provides an estimated timeframe for when major investment may be required for the service, upgrade, repair, or replacement of building elements. This estimate is also subjective and should be regularly updated based on subsequent routine and safety inspections by qualified professionals. Arcsite makes no guarantee as to the accuracy of the estimated year for capital expenditure, which is subject to change.

**12. Next Inspection Dates**

The next inspection dates provided in Arcsite reports are estimates and may not reflect the most recent inspections performed by relevant service providers. The Building Manager is responsible for updating inspection schedules based on past data.

**13. Testing Has Not Been Performed**

Building elements have not been tested during the preparation of the maintenance plan. Only licensed industry experts can perform in-depth tests for building elements, and their attendance is required for ensuring compliance.

**14. Fire Safety, Pools & Spas, Balconies & Balustrades & Structures at Height**

Arcsite is not authorised or qualified (for the purposes of this specific serviced agreement) to inspect or make comment on the safety of building elements including but not limited to fire safety, pools and spas, electrical and plumbing installations, balconies and balustrades and structures at height. If any comment has been made with regard to an observed defect or safety risk, it is important to be aware that a comprehensive inspection by an engineer or expert has not been undertaken and observations are provided to flag potential safety risks. A qualified technician must always be consulted for routine and safety inspections.

## 15. Safety & Reasonable Access

On the occasion where an Arcsite Inspector may visit a building, the Australian Standard 4349.1 – 2007 3.2.2 informs Work Health & Safety. The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal. The Australian Standard 4349.3 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances are available; or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length. NOTE: Reasonable access does not include removing screws and bolts to access covers."

*Reasonable access is determined in accordance with the provisions of the following WHS requirements*

*\* To underside of bearer, joist or other obstruction to access.*

Area	Access Manhole MM	Crawl Space MM	Height
Subfloor	500 x 400	Vertical clearance - Timber Floor: 400*Concrete Floor:500	
Roof Interior	400 x 500	600 x 600	Accessible from a 3.6 m ladder
Roof Exterior			Accessible from a 3.6 m ladder

**Work Health and Safety Act 2011** - A non-residential building and the common property of some group residential buildings will fall within the definition of a workplace for the purposes of the Work Health and Safety Act 2011. The owners of "workplaces" must ensure, and as the Site may be a "workplace", Arcsite requires that:

- The Site is safe and without risk
- The plant and substances at the Site are used without risk; and workers are trained in work, health and safety (**WHS**), are aware of their obligations and do, in fact, act in a safe manner.

## 16. QR Code Plates

In the event that an Arcsite subscription lapses or is terminated, the building owner is responsible for the prompt removal of all QR code plates installed in common areas within 30 days. Arcsite Pty Limited reserves the right to deactivate or restrict access to the QR codes if removal is not completed within this time frame. Failure to comply may result in additional fees or penalties, and Arcsite may pursue legal remedies to ensure compliance. Arcsite reserves the right to upgrade or modify the features associated with the QR codes, including but not limited to links to external services, resources, or advertisements, at any time and without prior notice to the building owner. Such upgrades are designed to improve functionality and the overall user experience and may include relevant third-party services that align with the building's maintenance or operational needs. Arcsite retains sole discretion over the content displayed via QR codes, and no endorsement of external services or advertisements is implied by the builder, developer, building owner, manager or the Owners Corporation.

## 17. Ownership, Data Access, and Intellectual Property Rights

All materials provided by Arcsite Pty Limited, including but not limited to reports, content, designs, data, systems, processes, and the Arcsite portal itself, are the exclusive intellectual property of Arcsite Pty Limited and Stratalink Australia Pty Limited. This intellectual property is protected by copyright, trademark, and other applicable intellectual property laws, and includes but is not limited to the following:

**Ownership of Data:** The data inputted by the Owners Corporation and their agents, as well as information related to the building's maintenance, systems, and operations, remains the property of the Owners Corporation. This includes maintenance records, manuals, warranties, and other operational data. However, by using the Arcsite platform, the Owners Corporation grants Arcsite Pty Limited the right to access, use, and store this data for the following limited purposes:

- Ensuring compliance with relevant regulations;
- Providing access to leaseholders of their building data
- Assisting in connecting building owners and their agents with relevant service providers;
- Improving platform features and functionality for the benefit of users

**Compliance Register:** Arcsite maintains a compliance register where essential compliance-related documentation, such as swimming pool compliance data, sustainability infrastructure, and insulation status, is stored. This register is continuously updated and can be accessed by the building owners and their authorised agents for reference and regulatory compliance purposes.

## 18. Intellectual Property and Copyright

All proprietary rights, including copyright, trademarks, and other intellectual property rights associated with the Arcsite platform, including the design, processes, systems, and reports generated within the platform, are exclusively owned by Arcsite Pty Limited and Stratalink Australia Pty Limited. These rights are fully protected under Australian and international copyright laws.

**Exclusive Rights:** Arcsite Pty Limited retains full ownership over all system designs, processes, styles, platform functionalities, and any other materials generated through the use of the Arcsite platform, including the platform's structure and content, excluding the building-specific data provided by the Owners Corporation. No part of the Arcsite platform, including its reports, designs, processes, data, or any other materials, may be copied, reproduced, distributed, republished, modified, uploaded, posted, transmitted, or used in any form or by any means without the prior express written permission of Arcsite Pty Limited. Unauthorised use of these materials constitutes a violation of Arcsite's intellectual property rights and may result in legal action.

**Liability for Infringement:** Arcsite Pty Limited reserves the right to pursue all legal remedies available under copyright and intellectual property laws for any unauthorised use, reproduction, or distribution of Arcsite's materials, including damages, legal costs, and injunctive relief.

## 19. Subscription Renewal

Once an Owners Corporation (OC) has selected their Arcsite subscription plan, the subscription will automatically renew at the end of each subscription period unless terminated in writing by the OC with at least 30 days' notice prior to the renewal date. The renewal date is always published in the building information tab of the Arcsite platform. Arcsite Pty Limited reserves the right to adjust subscription fees upon renewal. However, if the OC has selected a 3-year subscription plan, the fees will remain fixed for the duration of the 3-year period. Upon the expiration of the 3-year plan, the subscription will automatically renew, and any changes in fees will be communicated to the OC 60 days prior to the renewal date. In the event that the OC does not agree to the new fees, they may terminate the subscription by providing written notice at least 30 days before the renewal date. Payment for all renewal fees is due within 14 days of the renewal date.

## 20. Termination Guidelines

Arcsite Pty Limited will archive building data for 90 days post-termination, after which all data will be permanently deleted unless a written request for extension is made and approved.

- a. **Subscription Lapse or Termination by Client:** If the subscription is allowed to lapse or is voluntarily terminated by the building owner or the Owners Corporation (OC), all access to the Arcsite platform, including reports, data, and other resources, will be suspended immediately. The building owner or OC will have 30 days of supervised access from the date of termination to retrieve any stored data.
- b. **Termination for Non-Payment:** In the event of non-payment of an invoice after 30 days overdue and a minimum of 3 reminders, Arcsite Pty Limited reserves the right to suspend access to the Arcsite platform, deactivate user logins, and terminate the subscription without further notice. No liability is assumed by Arcsite Pty Limited for any delays, losses, or damages resulting from the suspension or termination due to non-payment.
- c. **Termination for Breach of Terms:** If a breach of these terms occurs, including but not limited to unauthorised use of intellectual property, or any other violation of Arcsite's guidelines, Arcsite Pty Limited reserves the right to immediately terminate access to the platform without notice. In such cases, Arcsite reserves the right to pursue any and all legal remedies, including the recovery of damages.
- d. **Early Termination of Three-Year Subscription:** If the client terminates a three-year subscription before the end of the agreed term, the remaining balance of the subscription must be paid in full within 14 days of termination. Failure to make payment within this period will result in additional recovery actions as deemed necessary by Arcsite Pty Limited.
- e. **Reactivation:** If a subscription is reactivated within 90 days of termination, access to the building's data may be restored upon full payment of any outstanding invoices and a reactivation fee equal to 30% of the original onboarding invoice. After 90 days, data recovery may not be possible.

## 21. Important Notice and Limitation of Liability

Any report issued by Arcsite Pty Limited is valid as of the date of inspection and is prepared solely for the use and benefit of the Client. No other party is entitled to rely on the report, in whole or in part, and any third party doing so assumes all risk. Arcsite Pty Limited accepts no liability or responsibility in contract, tort, statute, or otherwise to any other party who uses, relies upon, or acts upon any information contained in the report without prior written consent.

**Liability for Payment:** Arcsite Pty Limited will issue invoices on the date of the building's onboarding into the Arcsite system. Payment of all invoices is required prior to the activation of user logins. Arcsite Pty Limited accepts no liability or responsibility for any work, reports, or services provided if the invoice remains unpaid.

**Accuracy of Documentation:** Arcsite Pty Limited accepts no liability for omissions, errors, or inaccuracies in documents provided by external agencies, the client, or their representatives. If documents supplied to Arcsite Pty Limited are incomplete, inaccurate, or illegible, the responsibility lies solely with the party supplying the documents.

**Validity and Warranty of Reports:** Any report issued by Arcsite Pty Limited represents the opinion of the company and is valid for a period of one hundred and eighty (180) days from the date of inspection. In the event that any omission or discrepancy is alleged, Arcsite Pty Limited must be notified in writing before any action is taken. Arcsite Pty Limited accepts no liability for any costs, including but not limited to remedial action or professional advice, incurred prior to receiving written notice of the alleged omission or discrepancy.

**Supersession of Reports:** Any report issued by Arcsite Pty Limited supersedes all previous reports, whether verbal or written, provided by Arcsite Pty Limited or Stratalink Australia Pty Limited in relation to the site.

