BODY CORPORATE MANAGEMENT

AGREEMENT

BETWEEN

**Mercier Corporation Pty Ltd**

**t/a Mercier Body Corporate Services**

AND

**The Body Corporate for** Click here to enter text.

**Community Titles Scheme** Click here to enter text.

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# The Parties

The Manager Mercier Corporation Pty Ltd

ABN: 93 958 056 336 / ACN: 148 908 810

t/a Mercier Body Corporate Services

The Body Corporate The Body Corporate for Click here to enter text. at Click here to enter text.

Community Titles Scheme Click here to enter text.

Situated at Click here to enter text.

The Parties Collectively, the Manager and the Body Corporate

# Definitions and Interpretation

In the interpretation of this Agreement, unless the context otherwise requires:

**“Act”** means the Body Corporate and Community Management Act 1997 (Qld) as amended;

**“Additional Services”** may include, but is not limited to, the services specified in [Schedule 2](#_Schedule_2_-);

**“Agreed Services”** means the administrative services specified in [Schedule 1](#_Schedule_1_-);

**“Agreement”** means this agreement, including its Schedules;

**“MBCS”** means Mercier Corporation Pty Ltd t/a Mercier Body Corporate Services;

**“Regulation Module”** means the applicable Body Corporate and Community Management Regulation Module currently adopted by and applying to the Body Corporate;

**“The Legislation”** means collectively the Body Corporate and Community Management Act 1997 (Qld) (the Act) and the applicable Regulation Module currently applying to the Body Corporate;

**“The Manager”** means the “Body Corporate Manager” as defined in section 14 of the Body Corporate and Community Management Act 1997 (QLD);

**“The Term”** means the term specified in [Schedule 3](#_Schedule_3_-), Item A.

1. This Agreement is governed by the laws of Queensland and contains the entire agreement between the Parties.
2. This Agreement supersedes any previous agreement between the Parties (if any).
3. To be valid, any amendment or variation of this Agreement must be in writing and signed by the Parties.
4. In this Agreement:
5. Words denoting any gender include all other genders.
6. Words denoting person(s) include a Body Corporate, and vice versa.
7. References to any of the parties include in the case of a person, their personal representatives and permitted assigns, and in other cases their successors and permitted assigns.
8. Any obligation on the party of two or more persons is deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally.
9. Words expressing the singular include the plural and vice versa.
10. Headings are included for convenience only and do not effect the interpretation of this Agreement.
11. References to Sections, Clauses, Recitals, Schedules and Annexures are to any Sections and Clauses of and Recitals, Schedules and Annexures to this Agreement, form an integral part of the agreement, and shall be read equally in conjunction with the terms of the Agreement.
12. References to this Agreement are to this Agreement as amended supplemented or varied from time to time.
13. References to any document or agreement includes all references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time.
14. Expressions cognate with expressions defined in clause 1 are to be construed accordingly.
15. References to dates and times are to Brisbane time (GMT+10).
16. References to “$” and “dollars” are to Australian (AUS) dollars.
17. Any references to writing include typing, facsimile, email and all other means of reproducing words in a permanent and visible form.
18. References to any legislation includes any legislative provision which amends, extends, consolidates or replaces it and any orders, regulations, instruments, proclamations or other subordinate legislation made under it.
19. References to institutes, associations, bodies and authorities whether statutory or otherwise will, if it ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to refer to the institute, association, body or authority established or constituted in its place or which substantially succeeds to its powers or functions.
20. No rule of construction will apply to the disadvantage of a party because that party was responsible for the drafting of this Agreement or any part of it.
21. Unless application is mandatory by law, any legislation present or future will not apply to this Agreement so as to abrogate, extinguish, impair, delay or otherwise prejudicially affect the exercise or enjoyment of any rights given or accruing to any party.
22. This Agreement supersedes and replaces any/all prior representations and agreements concerning the appointment of MBCS by the Body Corporate.
23. Any amendment or addition to this Agreement must be in writing, and signed by all parties.
24. Each provision of this Agreement is severable from the others and the severance of a provision does not affect the remainder of the Agreement.

# Engagement of the Manager as Body Corporate Manager

1. This is an Agreement between the Parties for the engagement by the Body Corporate of the Manager as the Body Corporate Manager for the Body Corporate (the engagement).
2. The engagement is for the provision of administrative and secretarial services to the Body Corporate (including the carrying out of functions of the committee, and the executive members of the committee) and the provision of legislative information and advice to the Body Corporate and its committee.
3. The engagement is not for the provision of building or property maintenance services (Repairs/Maintenance services) to the Body Corporate and its common property. The Manager and the Body Corporate agree that the Manager will not undertake any maintenance services on behalf of the Body Corporate unless specifically agreed to between the Parties, and further that the Manager is not a person in control of a relevant workplace area for the purposes of the Workplace Health and Safety Act 1995.
4. For the avoidance of doubt, the Manager is engaged as an independent contractor and not an employee of the Body Corporate.

# The term and commencement of this agreement

1. The engagement of the Manager by the Body Corporate under this agreement is for the term, and shall commence on the date specified in [Schedule 3](#_Schedule_3_-), Item A, of this Agreement.

# Duties of the Manager under this Agreement

1. The Manager must perform for the Body Corporate the Agreed Services set out in [Schedule 1](#_Schedule_1_-) of this Agreement.
2. The Manager may perform, if requested by the Body Corporate, any Additional Services including but not limited to those set out in [Schedule 2](#_Schedule_2_-) of this Agreement.
3. The Manager agrees that in performing the Agreed Services and Additional Services (if any) under this agreement, that it will do so:
4. In a professional manner;
5. Comply with the legislation in all respects; and
6. Comply with the code of conduct for Body Corporate Managers in all respects.
7. In performing the Agreed Services and Additional Services (if any), the Manager shall have:
8. Authority to sign all meeting and other notices issued by all members of the committee;
9. Custody of, and be authorised to affix, the common seal of the Body Corporate to:
10. By-Law Contravention Notices issued on the instructions of the committee;
11. Agreements on behalf of the Body Corporate and under instructions of the committee;
12. Body Corporate information certificates issued pursuant to section 205 of the Act, and any other document which the Manager is authorised or instructed by the committee, or the body corporate in general meeting, to sign or issue on its behalf.

# The authorised powers of the Manager

1. Pursuant to section 119 of the Act, the Body Corporate authorises the Manager to exercise all the powers of the executive members of the committee to the extent permissible under the legislation (the authorised powers), including but not limited to, authority to administer the body corporate’s administrative and sinking funds, and financial institution accounts.
2. The authorisation in this section does not:
3. Prevent the exercise of the authorised powers by any member of the committee;
4. Prevent the committee directing the Manager about how the authorised powers are to be exercised;
5. Render the Manager responsible in place of the Body Corporate for performing the Body Corporate’s or the committee’s statutory duties and functions, or relieve the Body Corporate or the committee of its obligation to perform these duties and functions.
6. For the avoidance of doubt, the Body Corporate may, by notice in writing to the Manager, revoke the Manager’s authorisation to exercise the authorised powers at any time.
7. The Body Corporate authorises the manager to open and operate a bank account with the Macquarie Bank as sole signatory on behalf of the Body Corporate for the Administrative Fund, Sinking Fund and any investment accounts, as well as seek quotations for insurance renewal on behalf of the Body Corporate.
8. The Body Corporate authorises the manager to engage Body Corporate Brokers (the Broker) to act as their Registered General Insurance Broker in all matters pertaining to the Body Corporate’s insurance program, and hereby authorises the Broker, through Manager, to negotiate with insurers and any other interested companies in respect to changes to the existing insurance policies, this includes the authority to negotiate prompt settlement of any outstanding insurance claims, negotiate renewal terms, obtain claims information, underwriting information and property surveys in relation to the insurance program, and also discuss general insurance matters relative to the Body Corporate.
9. The Body Corporate authorises the manager to disburse Body Corporate funds in payment of:
10. All invoices approved for payment by the Body Corporate committee, or included on a list of authorised contractors, payments to whom are automatically authorised;
11. Professionals and contractors engaged by the Body Corporate, as instructed;
12. The Resident Manager, in payment of Management Fees under their Agreement;
13. Insurance premiums of the Body Corporate;
14. Invoices of Utility Service providers and Government authorities, including the ATO;
15. Recurring invoices arising under Service Agreements of engaged contractors;
16. Fees for audit and tax return services;
17. BAS/IAS payments (as applicable), taxes fees and charges as rendered by the Australian Tax Office;
18. Invoices received in respect of approved budget line item of expenditure.

# Body Corporate instructions to the Manager

1. The Body Corporate shall nominate a member of the committee who is:
2. The principal contact person between the committee and the Manager; and
3. Authorised to give instructions to the Manager on behalf of the Body Corporate.
4. In the event that, if the committee does not nominate a member for the above purposes, then the chairperson shall be deemed to be so nominated.
5. All Body Corporate instructions to the Manager shall be in writing.

# Claims against the Body Corporate or the Manager

1. The Manager agrees that it will indemnify and reimburse the Body Corporate for reasonable damage or loss to the Body Corporate caused by the negligence of the Manager in performing the Agreed Services and the Additional Services (if any).
2. The Manager will not be liable for loss or damage to the Body Corporate where the Manager has acted competently and without negligence in performing its obligations as the Manager under the agreement, and, without limiting the otherwise general intent of this, where for example, the Manager is prevented from carrying out its obligations for reason of there being insufficient Body Corporate funds to meet an outstanding liability, or where for example, the Body Corporate has not presently authorised a direction to the Manager.
3. The Body Corporate agrees that it will indemnify the Manager in respect of any claims, suits or demands arising against the Manager in consequence of the Manager acting on behalf of the Body Corporate and performing the obligations of the Manager without negligence under this Agreement.

# Payment of the Manager for fees and disbursements

1. The Manager shall invoice to the Body Corporate in arrears and on a monthly basis, and the Body Corporate shall pay to the Manager on the basis of the invoice, the following:
2. The fee for the provision of Agreed Services by the Manager to the Body Corporate as specified in [Schedule 3](#_Schedule_3_-), Item B of this Agreement, and within seven (7) days of invoicing by MBCS;
3. The fee for the provision of any and all Additional Services agreed to be provided by the Manager to or on behalf of the Body Corporate calculated in accordance with [Schedule 3,](#_Schedule_3_-) Item C of this Agreement;
4. The fees calculated by the Manager in accordance with [Schedule 3](#_Schedule_3_-), Item B (if fixed disbursements are nominated) or Item E of this Agreement being the cost of all Disbursements incurred by the Manager in the provision of either the Agreed Services or the Additional Services to the Body Corporate. For the avoidance of doubt, the Manager’s right to charge the Body Corporate for Disbursements for Additional Services rendered at the rates specified in [Schedule 3](#_Schedule_3_-), Item E (excluding “Electronic Communication”) shall apply to this Agreement even if Disbursements for the Agreed Services are charged at a fixed rate per lot as provided in [Schedule 3](#_Schedule_3_-) Item B.
5. All applicable GST related to the provision of the above Agreed Services, Additional Services or Disbursements.
6. Interest on outstanding payments at a rate four percent above the cash rate last published by the Reserve Bank of Australia as calculated by Queensland Courts, on payments pertaining to clause 9 of this Agreement when such payments are outstanding for a period of more than 30 days from the date of invoicing (at the sole discretion of MBCS).
7. In addition, the Manager shall invoice to the Body Corporate and the Body Corporate shall pay to the Manager at the cost incurred by the Manager:
8. The annual online subscription fee, on a per lot basis, for the Mystrata Strataware online accounting and management system, or other system, utilised by the Manager in the administration and management of the Body Corporate;
9. The annual subscription fee payable by the Manager, on a per lot basis, for the online banking and payments system utilised by the Manager in the administration and management of the Body Corporate;
10. The annual online subscription fee, on a per lot basis, and the initial setup fee, for the MyCommunity online community portal provided by MBCS;
11. All banking fees and other charges incurred by the Manager in the administration and management of the Body Corporate;
12. QVAS and other titles / lot owner searches necessary to be conducted in the case of any returned mail, debt recovery, levy arrears, as deemed appropriate by MBCS;
13. Any GST paid or incurred by the Manager in providing the Body Corporate with any goods or services, including the above systems, under the terms of this agreement.
14. In the event that this Agreement is a Fixed Term Agreement pursuant to [Schedule 3](#_Schedule_3_-) Item B herein, the Body Corporate agrees that to an increase in the Fixed Disbursement costs (the increase) in cases where there has been an escalation in costs outside of the control of MBCS relating to, but not limited to, government charges and postage costs (the escalation), and the Body Corporate agrees to such increase to the extent of the escalation.
15. The Manager is by this Agreement authorised to deduct from the administrative account of the Body Corporate following the invoicing the Body Corporate all fees, disbursements, and other charges (including but not limited to GST and subscription fees) set out in paragraphs 9.1 and 9.2 of this Agreement in payment of the Manager’s professional fees, disbursements and other outgoings associated with the performance of this Agreement by the Manager.
16. The Body Corporate shall pay the Manager any fees received by the Body Corporate, or alternatively the Manager is entitled to retain fees paid to the Manager, for the provision by the Manager of any information which the Manager is required to supply about the Body Corporate under the legislation, or for permitting the inspection of body corporate records by an “interested person” as defined in the legislation (the Act, section 205). “Information which the Manager is required to supply” includes, but is not limited to:
17. A Body Corporate Information Certificate on behalf of the Body Corporate (the Act, section 205);
18. A Disclosure Statement supplied to an owner for the purposes of sale of the lot (the Act, section 206);
19. Information Certificates, Community Management Statement, Certificate of Currency other Body Corporate Records.
20. If the term of this Agreement as specified in [Schedule 3](#_Schedule_3_-), Item A is for a term greater than one (1) year, then on each yearly anniversary of the date of this agreement being entered into, the Fees for Agreed Services specified in [Schedule 3](#_Schedule_3_-), Item B of this Agreement shall be increased by five percent (5%) so as to equal one hundred and five percent (105%) of the fee paid for Agreed Services in the year immediately preceding the year under review.
21. For the avoidance of doubt, all fees and disbursements set out in [Schedule 3,](#_Schedule_3_-) Items B, C, D & E do not include GST. That is, GST is payable in addition on all fees and disbursement calculated in accordance with this Agreement and [Schedule 3](#_Schedule_3_-), Items B, C, D & E.

# Termination of this Agreement

1. This agreement is at an end at the completion of the term of this Agreement.
2. The Body Corporate may terminate this Agreement:
3. In any of the circumstances set out in Part 6 Division 4 of the applicable Regulation Module headed Termination of Engagements and authorisation;
4. If the Manager is negligent or engages in grossly inappropriate conduct in carrying out its obligations under this agreement;
5. If the Manager fails or refuses to perform its obligations under this Agreement;
6. If the Manager contravenes the Code of Conduct;
7. If the Manager fails to comply with the provisions of the legislation governing the administration of the administrative and sinking funds, or the financial institution accounts, of the Body Corporate.
8. If the Body Corporate does seek to terminate this agreement, it must do so in accordance with the statutory procedure set out in Chapter 6, Part 5 of the applicable Regulation Module.
9. The Manager may terminate this agreement during the term by giving one (1) months’ notice in writing to the Body Corporate if:
10. The Body Corporate fails or otherwise refuses to pay the Manager all fees and disbursements payable under this Agreement;
11. In the reasonable opinion of the Manager, the Body Corporate acts in such a way as to prevent the Manager from performing the Agreed services in part or at all;
12. The Body Corporate otherwise repudiates this agreement, and acts as if the agreement is at an end.
13. In addition to any other rights it might have, the Manager may terminate this agreement by one (1) months’ notice, or such other time period as agreed in writing to the Body Corporate.
14. Upon termination of this Agreement by either party, the Body Corporate will remain liable for any fees or disbursements then outstanding to the Manager, and the Manager will be entitled to recover all outstanding amounts from the Body Corporate.

# Return of Body Corporate property or documents in custody of the Manager

1. During the continuance of this agreement, the Manager will in all respects comply with the requirements of the legislation in respect of the return of Body Corporate property or documents in its custody provided that:
2. The Manager shall not be required to perform the Agreed Services in the event of the Body Corporate requiring the return of Body Corporate property or documents necessary to perform those Agreed Services during the term of this agreement; and
3. The Body Corporate will remain liable to pay the Manager for the Agreed Services during the continuance of this agreement.

# Goods and services tax

1. In this Agreement, a reference to “GST” or to “Goods and Services Tax” means any tax imposed by the Commonwealth Government which is in the nature of, or has the effect of, a tax on the supply or provision of goods and / or services by one party to another.
2. In the schedules to this Agreement, references to costs are exclusive of GST.

# Acknowledgement that Manager is not acting as legal representative of Body Corporate

1. The Body Corporate acknowledges that it has been informed that:
2. Prior to entering into this Agreement, that the principal of the Manager is legally qualified and admitted to practice law in the State of Queensland;
3. The expertise and experience in all aspects of Body Corporate management of the principal of the Manager have been gained during the principal’s aggregate experience in the Office of the Commissioner, Body Corporate and Community Management;
4. There are currently no educational, legal or licensing, or other entry or professional requirements for a Body Corporate Manager to operate or practice as such in Queensland;
5. In the performance of this agreement, the Manager, and its officers will be acting as a Body Corporate manager and not as a legal practitioner or any other legal capacity; and
6. Specifically, any information or advice given to the Body Corporate by the Manager shall be given in the capacity of a body corporate manager and not as a legal practitioner or any other legal capacity.

# Right to transfer this Agreement

1. Subject to the provisions of the applicable legislation, the Manager shall be entitled to transfer this Agreement without further recourse to the Body Corporate whatsoever.

# Agreed Debt Recovery Process

1. On behalf of the Body Corporate, the Manager will use its best endeavours to recover all arrears of contributions and all professional costs and outlays associated with any debt recovery procedures, from the owner of the lot in arrears. However, the recovery of all professional costs and other outlays associated with debt recovery procedures cannot be guaranteed and may be subject to such costs being determined as reasonable by a court (in the applicable debt recovery proceedings (hereafter, DRP)).
2. The Body Corporate agrees to indemnify the Manager in respect of all costs and outlays associated with debt recovery procedures commenced against an owner for arrears of contributions, subject to the Manager acting reasonably and in accordance with this Agreement. In particular, the Manager will undertake the debt recovery procedures as outlined in [Schedule 3](#_Schedule_3_-) Fees & Disbursements, under the heading “Arrears Recovery Procedures”, namely:

|  |  |  |  |
| --- | --- | --- | --- |
| STAGE | | ACTION | COST (excl. of GST)  (Recoverable from the Debtor) |
| 1 | At thirty (30) days overdue | Overdue Contributions Notice | $30 per Notice |
| 2 | At sixty (60) days overdue | Final Overdue Contributions Notice | $60 per Notice |
| 3 | At fourteen (14) days overdue post Stage 2 | Letter of demand | $373 per Letter + Outlays |
| 4 | After sixty (60) days overdue; & on Committee resolution to commence Debt Recovery Proceedings (DRP) | Commence Stage 4 DRP | At cost of Stage 4 DRP + 7.5% (including the engagement of external debt recovery agents + outlays). |
| NB. All costs issued to and recoverable from the debtor pursuant to our levy system. | | | |

1. The Body Corporate agrees and expressly authorises the Manager to implement the debt recovery procedures as outlined. Further, whilst the Manager will seek to recover all debt recovery costs and outlays from the owner in arrears, the Manager is entitled to be paid the costs outlined in this Agreement and any outlays by the Body Corporate following issue of the proceeding (including any stage thereof), subject to reimbursement by the owner to the Body Corporate on payment of the outstanding arrears and associated debt recovery costs.
2. The Body Corporate agrees and expressly authorises the Manager to take steps to find the correct current address of owners (lot owner search per [Schedule 1](#_Schedule_1_-) of this agreement) on behalf of the Body Corporate where mail is “Returned to Sender” or where the necessary change of ownership details have not been provided according to statutory requirements, and the Manager is entitled to be paid the costs outlined in this Agreement and any outlays by the Body Corporate following to conduct of necessary searches.

# Agreed Accounts Payable Process

1. On behalf of the Body Corporate, the Manager will use its very best endeavours to effect the efficient and timely payment of invoices on behalf of the Body Corporate, and the Body Corporate expressly agrees to the following process as applicable:
2. The Body Corporate committee will appoint a committee member (including any appointed Caretaker Manager) as Committee Liaison Person to act in the following capacity on behalf of the committee:
3. As the liaison contact point between the committee and the Body Corporate Manager;
4. As the primary contact point for the Body Corporate Manager in consolidating committee decisions (including the authorising of accounts payable) to be instructed to the Body Corporate Manager;
5. As the authorising person providing authorised invoices on all Accounts Payable.
6. The Body Corporate accounts payable on behalf of the Body Corporate will be paid pursuant to the following standard MBCS process:
7. Subject to the legislated relevant limit for committee spending, invoices received directly from a contractor to the Body Corporate Manager will be provided to the “Committee Liaison Person” for authorisation, to be communicated in writing via email or fax to the Body Corporate Manager;
8. All invoices sent by the “Committee Liaison Person” to the Body Corporate Manager (via email or fax) must be duly authorised;
9. The Body Corporate Manager will provide payment confirmation via email to the “Committee Liaison Person”;
10. Routine utility invoices (such as electricity / Telstra invoices etc) are to be paid by direct debit (as established by the Body Corporate Manager); and
11. Whilst MBCS will action payment of all invoices with all due care and diligence, MBCS is entitled to action invoice payment approvals as provided by the Committee Liaison Person, and accordingly takes no responsibility for any loss suffered by the Body Corporate as a result of any delay, error, omission or the like by the Committee Liaison Person in granting such payment approval.

# Special conditions

1. For the avoidance of doubt, the Manager is only required to perform the Agreed Services during standard business hours (Monday to Friday from 9:00am to 5:00pm). However the Manager may, by agreement, attend all General Meetings and Committee Meetings (including those which are part of the Agreed Services) scheduled outside these hours on the basis that the Body Corporate agrees to pay to the Manager, at the Manager’s discretion, the Surcharge for After Hours Meetings as provided in [Schedule 3](#_Schedule_3_-), Item C of this Agreement.
2. For the avoidance of doubt, the Body Corporate shall not be liable to pay to the Manager any fee for processing of an insurance claim or claims where the Manager has received a commission from either the Underwriter or an Insurance Broker in relation to the Body Corporate’s insurances. In the case where no such commission has been received, the Manager is entitled to receive and the Body Corporate shall be liable to pay to the Manager the fee calculated in accordance with the hourly rate specified in [Schedule 3](#_Schedule_3_-), Item C of this Agreement.
3. The Body Corporate agrees to appoint a Committee Liaison Person for the purpose of Clause 16 of this Agreement, and additionally, but limited to, undertaking a role as scheme site contact person, emergency contact person, and that MBCS is entitled to rely on such Committee Liaison Person, or other Committee Member acting in lieu and with all due authority, to affect instructions on maintenance and repairs, the issuing of Quote Requests and Work Orders, liaising with authorised engaged contractors onsite, verifying works undertaken at the scheme by authorised engaged contractors, and other such duties reasonably expected to be performed by an authorised Committee Member acting in the capacity of Committee Liaison Person.

# 

# Schedule 1 - Agreed Services

## 1. Secretarial Services - Annual General Meeting

* Prepare\* the Notice inviting Nominations for Committee and Request for Motions
* Prepare the Meeting Notice, Agenda, Proxy and Company Nominee Forms, Voting and Ballot Papers and other documentation required for the AGM
* Arrange and attend the AGM of the body corporate (up to two (2) hours duration) and record attendances, proxies, voting and ballot papers, arrange for appointment of Returning Officer (excluding cost of Returning Officer’s services), and recording of voting outcomes on all agenda items for preparation of AGM minutes (Adjourned agreed meetings are treated as an agreed meeting).
* Prepare Minutes of AGM.

## 2. Secretarial Services - Committee Meetings (up to Click here to enter text. per year) or VOC in lieu

* Request Agenda items from the Committee and prepare the Notice for Committee Meeting (up to two (2) hours duration), Agenda and Proxy Form for Committee Members
* Arrange and attend all Committee Meetings and record attendances, proxies, and voting/discussion on all agenda items
* Prepare and despatch Minutes of each Committee Meeting as agreed, by default, to be posted\*\* (excluding schemes under a fixed disbursement model) and emailed to all lot owners, the latter of which shall occur subject to a lot owner specifying a preference for only postal communication of such documentation, or in the event that an email address provided is non-operational.
* Prepare VOC (Votes Outside of Committee Meeting) principally via Adobe EchoSign electronic document delivery and signing system.

## 3. Financial Services

* Open and operate a bank account in the name of the Body Corporate for funds under its control
* Establish and maintain the Administrative and Sinking Funds and the Books of Accounts of the Body Corporate and all required financial statements
* Prepare the Annual Financial Statement of Accounts and Budgets for both the Administration and Sinking Funds
* Prepare the following Financial Statements for all committee meetings which the body corporate manager is required to attend:

1. Balance Sheet
2. Income and Expenditure Statement
3. Overdue Contributions Report

* Prepare Quarterly Levy Contribution Notices, and Overdue Contribution Notices (if any), by default, to be posted\*\* (excluding schemes under a fixed disbursement model) and emailed to all lot owners, the latter of which shall occur subject to a lot owner specifying a preference for only postal communication of such documentation, or in the event that an email address provided is non-operational.
* Receipt into the Body Corporate bank account, and account for, all contributions and other funds received
* Process and pay all Body Corporate invoices and make other payments on behalf of the Body Corporate as authorised and instructed by the committee
* Instruct professionals to commence debt recovery action in respect of outstanding contributions (if required).

## 4. Administrative Services

* Establish all Rolls & Registers of the Body Corporate and maintain these Rolls and Registers from the date of engagement of our company as body corporate manager
* Receive, answer (or otherwise process) and file correspondence of a routine administrative nature on behalf of the Body Corporate
* Implement decisions of the Body Corporate and its committee as directed in writing
* Make available for inspection as required the records of the Body Corporate
* Hold the Body Corporate Common Seal and affix it as required and authorised
* Obtain quotations for renewal of Body Corporate insurances and subject to the receipt of a commission on the renewal of Body Corporate insurances, process & submit all body corporate insurance claims
* Provide to the Committee general advice on the Act and applicable Regulation Module

## 5. Fixed Disbursements (if applicable)

* Allowance for the number of pages and postal events is made in respect of the service period of this Agreement and is based upon the number of following (inclusive of postage to registered Australian Postal address per lot per mail-out): Notice of AGM (up to 40 pages/C4 envelope per lot), Minutes of AGM (up to 8 pages/DL envelope per lot), Notices of Contributions (1 page/DLW envelope per lot) x 4 Notices, Minutes of Committee Meeting (up to 6 pages/DL envelope per lot), Notice inviting submission of motions and committee nominations (4 pages/DL envelope per lot).
* Refer also to Clause 9.2(g) of this Agreement.

**\*** “*prepare*” will include distribution to the relevant parties of the documentation prepared, subject to payment by the Body Corporate of all disbursements, calculated in accordance with [Schedule 3](#_Schedule_3_-) Item 3 - Fees and Disbursements of this Agreement.

**\*\*** All postal and other PP&S costs in respect of schemes under a variable disbursement model to be charged in accordance with [Schedule 3](#_Schedule_3_-) Item 3 - Fees and Disbursements of this Agreement.

# Schedule 2 - Additional Services

Additional services may include, but are not limited to:

1. Any additional general or committee meetings or resolutions not included in [Schedule 1](#_Schedule_1_-), and attending and forwarding minutes of those meetings;
2. Involvement in the engagement of Service Contractors or other providers, if required;
3. Issuing of contravention notices as instructed by the committee, and / or involvement in Body Corporate and Community Management Act 1997 (Qld) dispute resolution applications;
4. Attendance to all Owner/Occupier issues and liaison with the Committee on all matters not included in [Schedule 1](#_Schedule_1_-) Agreed Services;
5. Preparing any materials requested by the body corporate, and attendances to give instructions to any Body Corporate Solicitors, Accountants or Auditors, Engineers or Tradespersons, or other agents on behalf of the Body Corporate;
6. The provision of any other professional or administrative services requested of the Manager by the Body Corporate in writing, other than that specifically related to the provision of the Agreed Services, which the Manager agrees to perform, including the giving of advice on the interpretation of the legislation and legislative concepts;
7. The co-ordination of services to the Body Corporate by a service provider or tradesperson including obtaining quotes, liaison, co-ordination, supervision or project management;
8. Any actions or proceedings taken to recover contributions in arrears, or processing of insurance claims made by or on behalf of the Body Corporate;
9. Preparation and lodgement of body corporate documentation with the Registrar of Titles, including but not limited to new community management statements;
10. Preparation and lodgement of annual Body Corporate Tax Return, Quarterly BAS/IAS Returns, and preparation of materials for audit of Body Corporate Accounts, where resolved to be so audited.

# Schedule 3 - Fees and Disbursement

|  | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Item A. Term** | | | | | | |
| TBA Year(s) | | Commencing on | | | **TBA 2016** | |
| Ending on | | | **TBA 2017** | |
| **Item B. Fees for Agreed Services & Fixed Disbursements** | | | | | | |
| 1. The Fee for Agreed Services shall be   (exclusive of GST) | | **3 years:** | | **$XXXX/ Lot(s)** | Per lot **(XXX lots)** | |
| **$XXXX/pa** | Per Annum | |
| **2 years:** | | **$XXXX/ Lot(s)** | Per lot | |
| **$XXXX/pa** | Per Annum | |
| **1 year:** | | **$XXXX/ Lot(s)** | Per lot | |
| **$XXXX/pa** | Per Annum | |
| 1. The Fee for Fixed Disbursements (if agreed) shall be (exclusive of GST)   [Based upon no. Of pages allocated per service period in Schedule 1 item 5] | | **$N/A** | | | Per lot **(XXX lots)** | |
| **$N/A** | | | Per Annum | |
| 1. (1) & (2) Payable on the basis: | | Monthly | | | In Arrears | |
| **Item C. Fees for Additional Services** | | | | | | |
|  | |  | | |  | |
| * **Consultation** | |  | | |  | |
| Director (PT) | | $190.00 | | | Per hour | |
| Accountant (Acct T) | | $150.00 | | | Per hour | |
| Accounting Staff (Acct ST) | | $95.00 | | | Per hour | |
| Administrative Staff (AT) | | $75.00 | | | Per hour | |
| Insurance claim processing (IT) (if Item D n/a) | | $120.00 | | | Per hour | |
| * **Meetings** | |  | | |  | |
| Extraordinary General Meetings\* | | $190.00 | | | Per hour | |
| Additional Committee Meetings\* | | $190.00 | | | Per hour | |
| \*After hours meetings-Meetings held outside of business hours will attract a A/H surcharge | | $100.00 | | | Per event | |
| Meeting involving Secret Ballot Vote | | $100.00 | | | Per event | |
| Engagement of a Returning Officer | | POA | | | Per event | |
| Voting Outside Committee Meetings (VOC) | | $150.00 | | | Per event (up to 2 motions) | |
| $50.00 | | | For each additional motion | |
| * **Notices / Invoices / Correspondence** | |  | | |  | |
| Committee Nominations Notice | | $5.00 | | | Per Notice | |
| Special contributions Notice | | $5.00 | | | Per Notice | |
| Emailed Contributions Notice | | $0.75 | | | Per recipient | |
| By-law contravention Notice | | $190.00 | | | Per Notice | |
| Tax Invoice Request by Owner | | $25.00 to owner | | | Per Invoice | |
| Additional Requested Contribution Notice | | $15.00 to owner | | | Per Notice | |
| Drafting Correspondence (Additional to Item B) | | $40.00 (2 pages) | | | Per event | |
| $15.00 | | | Per page thereafter | |
| False Fire Alarm / Other Invoice to Owner | | $40.00 to owner | | | Per Notice | |
| Dishonoured Cheque Fee Invoice | | $40.00  +bank charges to owner | | | Per invoice | |
| * **Tax/Financial Issues** | |  | | |  | |
| Preparation of information for Business Activity Statement (BAS/IAS) | | $250.00 | | | Per quarter | |
| Preparation of Income Tax Return | | $350.00 | | | Per return | |
| Income Tax Return | | $150.00 | | | Per return | |
| TFN/ABN/GST Set Up (for Body Corporate to be set up) | | $100.00 | | | Per event | |
| Preparation of additional requested financial statements | | $15.00 | | | Per event | |
| Preparation of records for audit | | Greater of $350 or  $5.00 per lot | | | Per event | |
| Preparation and lodgement of invest. Options | | $75.00 | | | Per event | |
| Set-up of Direct Debit facilities (utilities accounts) | | $25.00 | | | Per event | |
| Discount Reversals / Insurance Excess Reimb. | | $25.00 | | | Per event | |
| * **Reports / Certificates** | | *(\*not incl. Cost of report or WO/QR)* | | | | |
| Insurance Valuation Reports\* | | At cost plus 7.5% | | | Per report | |
| WPH&S and Sinking Fund Reports\* | | At cost plus 7.5% | | | Per report | |
| Other requested 3rd party reports\* | | At cost plus 7.5% | | | Per report | |
| Insurance certificate of currency | | $25.00 | | | Per request | |
| Request for copy of CMS / By-Laws / Reports  (billed to Body Corporate and costs recovered from requester) | | $25.00 | | | Per request | |
| * **Government Applications & Forms** | |  | | |  | |
| ATO Change of Registration Details | | $75.00 | | | Per Event | |
| Form 14 – Change of BC Address | | $50.00 | | | Per Event | |
| CMS lodgement fee | | $50.00 | | | (plus gov’t charges) | |
| Preparation of Application / Submission to Commissioner for Body Corporate | | Director | | | Per hour (plus gov’t charges) | |
| Arrangement for lodgement of documents with Registrar of Titles | | Director | | | Per hour (plus gov’t charges) | |
| Liaison with Lawyers or other Professionals | | Director | | | Per hour | |
| * **Body Corporate Set Up Fees** | |  | | |  | |
| Scanning of all BC documentation | | $45.00 | | | Per Building | |
| Stationary on Establishment of BC records | | $45.00 | | | Per Building | |
| New or Existing Schemes | | Greater of $300 or  $5.00 per lot | | | Per event | |
| * **Online Management System Fees** | |  | | |  | |
| Online Management System Fee | | $14.00 | | | Per lot per annum | |
| Mycommunity (online community portal) | | $11.00 | | | Per lot per annum | |
| Mycommunity one time setup fee | | $350.00 | | | Per event | |
| * **Repairs, Maintenance, Non Schedule 1 Registers** | |  | | |  | |
| Despatch Work Order (WO) or Quote Requests (QR) | | $40.00 | | | Per event | |
| Attending to / follow-up on maintenance requests, quotes and work orders | | $75.00 | | | Per hour or part thereof | |
| Repairs and Maintenance co-ordination (R/MT) | | $75.00 | | | Per hour or 7.5% of contract price(greater of) | |
| Site Attendance (R/MT) + Travel | | $120.00 | | | Per hour or part thereof | |
| Attendance to Maintenance, Improvements, approvals, Pets Register. | | $15.00 | | | Per event | |
| Establishment of Maintenance, Improvements, approvals, Pets Register. | | $40.00 | | | Per event | |
| * **Arrears Recovery Procedures\*** | | | **Cost + Outlays(exclusive of GST)** | | | *[\*Costs payable by debtor.]* | |
| **Stage 4 only - subject to committee instruction (\*\* charges subject to a 30% administration fee)** | |  | | |  | |
| **STAGE 1.** Notice of overdue Contributions issued at 30 days outstanding (charged to lot owner) | | $30.00 | | | Per Notice | |
| **STAGE 2.** Notice of overdue Contributions issued at 60 days outstanding (charged to lot owner) | | $60.00 | | | Per Notice | |
| **STAGE 3.** Letter of Demand issued after an additional 14 days if debt remains outstanding | | $373.00 + Outlays\*\* | | | Per letter | |
| **STAGE 4.** Debt Recovery Action – recovery of debt by external debt recovery agent, including outlays (eg. Searches, court costs etc) | | Cost + Outlays | | | Per event | |
| Liaison with committee & debt recovery agent concerning recovery proceedings | | Director | | | Per hour | |
| Lot owner searches (incl. QVAS / Titles) | | Cost + 35% + Outlays | | | Per event | |
| **Item D. Insurance Commissions** | | | | | | |
| Commission as percentage of Base Insurance Premium | | 15% or as disclosed | | |  | |
|  | |  | | |  | |
| **Item E. Disbursements (\*charges subject to a 35% administration fee)** | | | | | | |
|  | |  | | |  | |
| * **Electronic Communications (\*\* applic. Where Fixed Disbursements in Item B (2))** | |  | | |  | |
| Either (1) Fixed Email, Phone & Fax communications made, sent or received (including local, STD, Mobile phone calls and facsimiles) as agreed\*\* | | $15.00 per lot | | | Per annum | |
| *(Applic. ONLY if Item B(2) applies)* | | | | |
| Or (2) Email communication | | $0.75 | | | Per email | |
| Bulk email communication | | $0.75 | | | Per Recipient | |
| * **Photocopying & Scanning** | |  | | |  | |
| 1x single sided copy: | | $0.49 cents | | | Per A4 page | |
| 1 x double sided / duplex | | $0.98 cents | | | Per A4 page | |
| Photocopying – (A3 and other) | | $0.78 cents | | | Per page | |
| Scanning | | $0.49 cents | | | Per A4 page | |
| * **Postage** | |  | | |  | |
| Postage – DL Envelopes / Reply Paid | Australia Post current charges apply\* | | | | Per envelope | |
| Courier (Urgent/Standard) | Courier current charge applies\* | | | | Per event | |
| Envelopes + label – (DL / DLX) | | $0.39 | | | Per envelope | |
| Envelopes – (DL Window) | | $0.39 | | | Per envelope | |
| Envelope + label – (C5) | | $0.45 | | | Per envelope | |
| Envelopes + label –Plain - (C4) | | $0.65 | | | Per envelope | |
| Standard DL mail-out (incl. PP&S) | | $2.50 | | | Per mail-out | |
| Secret Ballot Envelope | | $1.55 | | | Per envelope | |
| * **Archive & Retrieval** | |  | | |  | |
| Archiving of records | | $5.00 (per box) | | | Per month | |
| Offsite retrieval/Delivery to office – collection/re-file from office | | $15.00 first box | | | $6.00 per box for add. Boxes | |
| Archive Box | | $6.00 | | | Per box | |
| Exit Fee Collation of records for handover | | $15.00 | | | Per Lot | |
| * **Stationery** | |  | | |  | |
| Ring Binder | | $6.00 | | | Per binder | |
| Plastic sheet protectors – A4 | | $0.10 | | | Per protector | |
| Tab & Alpha dividers | | $6.00 | | | Per packet | |
| Minute book | | $25.00 | | | Per book | |
| * **Miscellaneous** | |  | | |  | |
| Cheques/EFT Payments | | $0.75 | | | Per transaction | |
| Travel | | $75.00 | | | Per hour | |
|  | |  | | |  | |
| *\* Other unspecified schedule 3 items as provided by MBCS at cost + 35%* | |  | | |  | |
| *All costs above are exclusive of GST.* | |  | | |  | |
|  | |  | | |  | |

# Execution

**EXECUTED as an Agreement.**

UNDER THE COMMON SEAL of the

Body Corporate for Click here to enter text.

Community Titles Scheme Click here to enter text. Chairperson:

was affixed in accordance with the Act and Regulations:

Secretary:

Body Corporate Common Seal

Date:

Date of signing not necessarily the date

of agreement. Refer to Schedule 3, Item A

EXECUTED BY:

Mercier Corporation Pty Ltd

ABN: 93 958 056 336

t/a Mercier Body Corporate Services

Signature of

authorised officer:

Marc Jean Mercier – Director, Mercier Corporation Pty Ltd

Date:

Date of signing not necessarily the date

of agreement. Refer to Schedule 3, Item A