

PARK AVENUE STRATA

Body Corporate Managers & Strata Title Specialists

BODY CORPORATE ADMINISTRATION AGREEMENT

PARTIES

BODY CORPORATE FOR “ *** ”**
CTS No. *****

&

PARK AVENUE STRATA MANAGEMENT PTY LTD
ACN 608 194 707

BODY CORPORATE ADMINISTRATION AGREEMENT

THIS IS AN AGREEMENT

BETWEEN THE BODY CORPORATE FOR “ ***** ”
Community Titles Scheme No *****
(the "Body Corporate")

AND PARK AVENUE STRATA MANAGEMENT PTY LTD ACN 608 194 707 T/A
PARK AVENUE STRATA
(the "Manager")

1. Introduction

- 1.1 The Body Corporate has a duty to administer, manage and control the Common Property and Body Corporate assets reasonably and for the benefit of Owners of Lots in the Scheme.
- 1.2 To perform that duty, the Body Corporate engages the Manager to provide the Administrative Services and (if required) any Requested Additional Services.
- 1.3 The Body Corporate may request that the Manager provide Additional Services on the terms of this Agreement.
- 1.4 This Agreement complies with the terms and intent of the Body Corporate and Community Management Act.

2. What is this Agreement?

- 2.1 Under this Agreement the Body Corporate engages the Manager as the Body Corporate Manager for the Scheme for the Term to provide the Administrative Services and, if required, any Requested Additional Services. The Manager accepts that engagement.
- 2.2 The Term is set out in Schedule 1

3. What Are the Authorised Powers of the Manager?

- 3.1 The Body Corporate authorises the Manager all of the powers of the Body Corporate's committee and of the executive members of that committee, to the extent that the Committee approves such authorisation.
- 3.2 This is not an appointment under Sect 122 of the Act, Part 5 of the Standard or Accommodation Modules
- 3.3 The authorisation in this clause does not prevent the committee of the Body Corporate, or an executive member of the committee of the Body Corporate from:
 - (1) exercising an authorised power; or
 - (2) directing the Manager about how an authorised power is to be exercised.
- 3.4 This authorisation of powers does not make the Manager responsible or liable for performing the functions the Body Corporate or Committee are obliged to perform under the Act, or relieve them of these functions and obligations.

4. What Are the Manager's Rights, Functions and Obligations Under This Agreement?

- 4.1 The Manager must perform the Administrative Services as set out in Schedule 2.
- 4.2 The Manager must also provide any Requested Additional Services if requested by the Body Corporate or Committee.
- 4.3 The Manager is authorised to retain custody of the Body Corporate's seal and to affix the seal to documents requiring execution on behalf of the Body Corporate.
- 4.4 The Manager is authorised to sign documents on behalf of the Body Corporate and members of the Committee.
- 4.5 The Manager is authorised to operate the bank accounts of the Body Corporate, and to be the authorised signatories on behalf of the Body Corporate and members of the Committee
- 4.6 The Manager will at all times endeavour to comply with the 'Code of Conduct for Body Corporate Managers' in the Act.
- 4.7 The Manager is authorised to digitise any or all documents and is not required to retain or store hard copies.

5. How Is the Manager Paid for Providing Services?

- 5.1 The Body Corporate must pay the Manager the fee in Schedule 1 for the provision of the Administrative Services by the Manager, and any additional fees that the Body Corporate might agree to pay for any additional services requested.
- 5.2 The fee for Administrative Services in Schedule 1 is payable by the Body Corporate by monthly instalments in arrears.
- 5.3 If the Term is for more than one year, the fee for Administrative Services will be reviewed at the beginning of the second and any subsequent year, to the figure arrived at by increasing the previous year's fee by the same percentage as any percentage increase in the Brisbane All Groups Consumer Price Index figure for the quarter published before the review date over the same date for the quarter published immediately before the previous year.
- 5.4 Unless otherwise indicated, all prices exclude GST. If GST is payable, then all amounts due to the Body Corporate Manager must include the additional rate of GST applicable at the time.

6. What Other Fees can the Manager Charge For and Retain?

- 6.1 The Manager may charge and retain fees payable under the Act in connection with the provision of:
- (1) Body Corporate information certificates;
 - (2) access to the records of the Body Corporate; or
 - (3) copies of records of the Body Corporate.
- 6.2 No Commissions relating to Insurance placement, or any other products or services will be sought, and if any are received, they will be passed on to the Body Corporate.

7. How Does the Body Corporate Communicate with the Manager?

- 7.1 The Body Corporate may notify the Manager of a person who will act as the Body Corporate's representative for communication with the Manager about matters under this Agreement and if the Committee doesn't nominate a person, then the Chairman is taken to be the person to give instructions to the manager.
- 7.2 The Manager is entitled to treat any communication from the Body Corporate's representative as having been made with due authority and as a decision or communication of the Body Corporate.

8. What is the Manager's Authority to Disburse Body Corporate Funds?

- 8.1 The Manager may disburse Body Corporate funds for the purpose of:
- (a) performing the Administrative Services, and any requested and approved Additional Services;
 - (b) expenditure under a budget approved by the Body Corporate;
 - (c) expenditure approved by the Committee or Body Corporate;
 - (d) all other day-to-day expenses incurred by the Body Corporate.

9. How May This Agreement be Terminated?

- 9.1 The Body Corporate may terminate this Agreement on any grounds specified under the Act or the Regulation Module applying to the Scheme; or by giving 30 days prior notice to the Manager; or if the Manager:
- (1) ceases to hold any licence required by law for the Manager to conduct the Manager's business; or
 - (2) is a company and is liquidated or is subject to the appointment of a provisional liquidator or an administrator is appointed; or
 - (3) has a receiver appointed to any of its assets.
- 9.2 The Manager may terminate this Agreement at any time by giving 30 days prior notice.
- 9.3 If this Agreement is terminated, the Manager must return to the Body Corporate within 7 days of termination, all records and funds of the Body Corporate in accordance with the requirements of the Act.

10. How May This Agreement be Transferred?

- 10.1 The Manager may transfer this Agreement to another manager with the consent of the Body Corporate, and this consent shall not be unreasonably withheld.
- 10.2 The approval may be given by the Committee.
- 10.3 All obligations and rights under this Agreement are transferred to the new manager who will be bound by this Agreement in its entirety
- 10.4 The Body Corporate shall not require or receive a fee or other consideration for approving the transfer other than any reasonable legal expenses the Body Corporate might incur in relation to the transfer.

11. Who Is Liable For Claims Made against the Body Corporate In Relation to this Agreement?

- 11.1 If the Manager performs its obligations under this Agreement in a proper manner and without default, the Body Corporate indemnifies the Manager from all claims, losses and expenses incurred by the Manager in performing the Administrative Services, and any Requested Additional Services.
- 11.2 The Manager is not liable to pay any insurance premiums or other expenses on behalf of the Body Corporate where there are insufficient funds in the account under the control of the Manager for that purpose, and the Manager will not be liable to the Body Corporate for any loss or damage suffered because there were insufficient funds to allow the Manager to carry out its functions.

12. What Are The General Provisions For Interpretation of this Agreement?

- 12.1 If anything in this Agreement is unenforceable, illegal, or void then it is severed and the rest of this Agreement remains in force.
- 12.2 This Agreement:
 - (1) contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
 - (2) supersedes any prior agreement or understanding on anything connected with that subject matter.
- 12.3 An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.
- 12.4 Each party must pay its own costs and disbursements connected with the negotiation, preparation, and execution of this Agreement.
- 12.5 The law of Queensland governs this Agreement.
- 12.6 Unless the context otherwise requires:
 - (1) **"Act"** means the *Body Corporate and Community Management Act 1997* [or as amended or re-enacted];
 - (2) **"Administrative Services"** means the administrative services in Schedule 1;
 - (3) **"Requested Additional Services"** means any administrative matters not referred to in Schedule 1 or Schedule 2 which have been explicitly requested by the Committee, and any associated fees also agreed to.
 - (4) **"Agreement"** means this document, including any schedule or annexure to it;
 - (5) **"Business Day"** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
 - (6) **"Common Property"** means the common property for the Scheme;
 - (7) **"Scheme"** means the community titles scheme identified in Schedule 1;
 - (8) **"Service Provider"** means a service contractor or other party that the Manager may arrange to provide goods or services to the Body Corporate in the course of performing the Additional Services and Maintenance Services and
 - (9) **"Term"** means the term set out in Schedule 1.
- 12.7 Reference to:
 - (1) one gender includes each other gender;
 - (2) the singular includes the plural and the plural includes the singular;
 - (3) a person includes a body corporate;
 - (4) a party includes the party's executors, administrators, successors and permitted assigns; and
- 12.8 If a party consists of more than one person, this Agreement binds them jointly and each of them severally.
- 12.9 Headings are for convenience only and do not form part of this Agreement or affect its interpretation
- 12.10 "Including" and similar expressions are not words of limitation.
- 12.11 Unless by prearranged agreement if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day. If a party is obliged to do an act under this Agreement, it is only obliged to perform that act in normal business hours.

SCHEDULE 1

Scheme: The name of the Scheme is “ ***** ” Community Titles Scheme *****

Term: This Agreement is for **ONE** year and **Commences** on: ***** and **Finishes** on: *****

This is a ‘FIXED FEE’ Agreement

Fee for ‘Administrative Services’: \$***** (ex GST) per Lot per annum for the FIRST year of the Term.

Rates for Outlays & Other Charges: (all fees shown are ex GST)

Records Archive Fee if applicable (per box per month)	Included
Records Archive recovery or refile fee (per event)	Included
Audit Preparation (per Lot)	Included
Computerised cheques & EFT payments (per transaction)	Included

Document Production & Delivery:

AGM/EGM	Included
Committee	Included
General	Included

PPS (Printing, Postage & Stationery) charges:

Postage	Included
Photocopying & printing charge (per page)	Included

Email – includes incoming and outgoing processing - (per Lot per month)	Included
Telephone & Fax - includes local, mobile, International - (per Lot per month)	Included
Provision and management of digital data and file storage - (per Lot per month)	Included
Strata Management software licence fees - (per Lot per month)	Included
‘Collaborate’ Forum provision - (per Lot per month)	Included
On-Line Meeting Voting provision - (per Lot per month)	Included
Annual Income Tax Preparation	Included

Any other disbursements will be charged only with specific Committee approval.

Commissions

No Commissions relating to Insurance placement, or any other products or services will be sought. If any are received they will be passed on to the Body Corporate.

Fees for Providing any ‘Additional Services’

Any ‘Additional Services’ are not necessarily applicable to the Body Corporate – they will only be applicable if the Body Corporate has explicitly requested the service, and agreed to any fees.

SCHEDULE 2

'Administrative Services' provided:

- Call Nominations for Executive and ordinary Committee positions
- Prepare draft Budgets for the Committee in preparation for the AGM
- Convene and attend the Annual General Meeting and any Extraordinary General Meetings of the Body Corporate.
- Prepare and forward Minutes of any General Meeting to all Owners (or place on the Collaborate web portal for Owners to access)
- Prepare and forward annual statement of accounts and annual budget to the Committee any time these are requested.
- Convene Committee Meetings as requested by the Committee, up to a maximum of 4 in-person, with no limit via Zoom.
- Prepare and forward Minutes of the Committee Meetings to all Owners (or place on the Collaborate web portal for Owners to access)
- Prepare and forward notices levying Administrative fund and Sinking fund contributions
- Open, maintain, and operate one bank account for the Administrative & Sinking Fund monies
- Open, maintain, and operate bank account/s for Term Deposit or other investment purposes as may be required by the Committee.
- Receipting, banking, and accounting for money paid to the Body Corporate
- Reconciliation of bank statements
- Payment of Body Corporate accounts
- Keeping of Body Corporate accounting records
- Attending to matters concerning amendments to By-laws, including correspondence incidental to these matters
- Attending to inward and outward routine correspondence relating to Body Corporate matters.
- Maintenance of the Body Corporate Roll.
- Maintenance of Register of Assets
- Maintenance of Register of Engagements and Authorisations
- Maintenance of Register of Authorisations affecting Common Property
- Maintenance of Register of Allocations under Exclusive Use By-laws
- Attending to affixing of the Common Seal as may be required.
- Attending to Body Corporate insurances.
- Attending to claims on Body Corporate insurance.
- Liaising with Committee members and Owners for matters listed in this Schedule 2
- Make available the books and records (including any relevant digital documents/files) for inspection by any "interested party"
- Attending to applications to an Adjudicator and any matter arising out of the application
- Attending at appeal hearings as may be required
- Attendance on solicitors in relation to legal proceedings or providing advices to the Body Corporate
- The keeping of any wage, income tax or other records in respect of any employees or contractors of the Body Corporate and completion and submission of returns in that regard
- The preparation and submission of Income Tax and/or BAS returns on behalf of the Body Corporate

- Attendance on auditors of the Body Corporate accounts and lodgement of prescribed reports, statements and returns to public authorities
- Any matters to do with attending to recovery of Levies in arrears
- General advice on interpretation of Body Corporate and Community Management legislation
- Engagement of Service Providers, Contractors, Consultants, Engineers, or other professionals (if required)
- Preparation and forwarding of new Owner information – ‘Welcome Pack’ inc By-Laws, CMS, AGM Minutes, Lot Ledger
- Preparing non-routine correspondence
- Attending to the investment of surplus funds and all related matters as may be requested by the Committee
- Assisting the Body Corporate in the application and enforcement of the By-Laws
- Advice provided to and correspondence with individual Lot Owners
- Attendance to any reasonable and lawful request by the Body Corporate that is not stated or listed here.

NOTE. It is agreed that no Committee or General Meetings will be held on a weekend without the agreement of the Manager.

EXECUTED as an agreement.

THE COMMON SEAL of the
Body Corporate for:
“ ***** ” CTS No *****

was affixed in accordance with the *Act* and *Regulations*:

Chairperson	<div style="position: absolute; top: 0; left: 0; right: 0; border-top: 1px dotted black;"></div> <div style="position: absolute; bottom: 0; left: 0; right: 0; border-bottom: 1px dotted black;"></div>
Secretary	

Date
Date of signing – & not necessarily start date of Agreement, refer to Schedule 1 for commencement date

EXECUTED by
PARK AVENUE STRATA MANAGEMENT PTY LTD
ACN 608 194 707 T/A
PARK AVENUE STRATA

in accordance with section 127 of the *Corporations Law*:

.....
Signature of Authorised Officer

Company Seal

Date
Date of signing – & not necessarily start date of Agreement, refer to Schedule 1 for commencement date