

ENGAGEMENT FOR ADMINISTRATION SERVICES BUNDLED AGREEMENT

Body Corporate Services Pty Ltd
ABN 82 010 120 144
5 Hicks Street, Southport

DATE This Agreement is made this 11th day of December 2013

PARTIES Body Corporate for ALEXANDER APARTMENTS
Community Titles Scheme 10782
of 2943 SURFERS PARADISE BLVRD SURFERS PARADISE QLD 4217
("Body Corporate")

AND

Body Corporate Services Pty Ltd ABN 82 010 120 144
Of the office of Body Corporate Services, 5 Hicks Street, Southport
("Manager")

SCHEDULES The following schedules form part of this Engagement:

- * Schedule A – Reference Schedule
- * Schedule B - Services
- * Schedule C - Additional Services
- * Schedule D – Hourly rate for Additional Services
- * Schedule E – Associated Charges
- * Schedule F – Disclosure of relationships
- * Schedule G – Utilities management

THE PARTIES AGREE

1. ENGAGEMENT

The Body Corporate hereby engages the Manager as an independent contractor to supply administrative services to the Body Corporate.

2. Term

- (a) The Engagement is for the Term stated in Item 1 of Schedule A commencing on the Beginning Date and expiring on the End Date.
- (b) Subject to the Act, upon the expiry of the Term, this Engagement shall continue on a monthly basis unless the Body Corporate decides at a general meeting not to extend this engagement.

3. DUTIES OF THE MANAGER

The Manager:-

- (a) must supply the Agreed Services to the Body Corporate;
- (b) may (but is not obliged to) supply the Additional Services to the Body Corporate;
- (c) has the custody and use of the common seal of the Body Corporate;
- (d) may sign notices (including by-law contravention notices) on behalf of the secretary of the Body Corporate;
- (e) must at all times comply with the Act and any other legislation, regulations, codes of conduct or other statutory requirements in operation with respect to the provision of the Services;
- (f) may, in an emergency and/or required by statute, acting reasonably in the circumstances, supply the Additional Services to the Body Corporate without request.

4. POWERS OF THE MANAGER

- (a) The Body Corporate authorises the Manager to perform all of the powers of the executive members of the Committee of the Body Corporate to the full extent permitted by the Act PROVIDED THAT this shall not be considered an appointment of the Manager under Chapter 3 Part 5: Engagement of body corporate manager to carry out functions of committee and executive members.
- (b) However, the Manager must only use these authorised powers when the Manager determines that there are circumstances that dictate the Manager must use the authorised power, or it is a matter of a routine or administrative nature.
- (c) The authorisation granted to the Manager does not make the Manager responsible for performing the functions that the Body Corporate or the Committee is required to perform under the Act, nor does the authorisation relieve the Body Corporate or the Committee of these functions.
- (d) The authorised powers do not extend to the Manager being required to obtain a second quote for the re-appointment of the Manager.

5. REMUNERATION

- (a) In consideration of the Manager supplying the Agreed Services, the Body Corporate must pay the Agreed Services Fee (Schedule A item 2) to the Manager.
- (b) In consideration of the Manager providing any Additional Services, the Body Corporate must pay the Manager on an hourly basis at the rates of the person providing those Additional Services as set out in Schedule D or the amount disclosed for the Additional Service in Schedule C.
- (c) The Agreed Services and Associated Charges Fees (Schedule A items 2 & 3) payable under this Engagement shall increase annually after the commencement date of the Term by the greater of the percentage increase in the CPI for the 12 months commencing in the quarter preceding the commencement date or the percentage stated in Item 5 of Schedule A.
- (d) The Manager may:
 - (i) charge the Body Corporate for Associated Charges ("Associated Charges") at the rate stated in Item 3 of Schedule A. The Associated Charges may include a margin above cost payable to the Manager; and
 - (ii) keep fees paid for information which the Manager must supply about the Body Corporate under the Act; and
 - (iii) keep fees paid to it for services supplied at the request of lot owners; and
 - (iv) retain commissions paid by the providers of goods and services to the Body Corporate as stated in Schedule F.
- (e) The Body Corporate must pay the Manager the Agreed Services Fee, Additional Fees and Associated Charges in the manner stated in Item 4 of Schedule A.
- (f) All amounts stated as payable under this Engagement include GST. If the rate of GST changes, then these fees and charges will increase or decrease accordingly so that the Manager receives the same GST exclusive payment as it received before the change in the rate of GST.

6. BODY CORPORATE NOMINEE

- (a) The Committee may nominate a person to provide instructions to the Manager on behalf of the Body Corporate.
- (b) In the absence of a nomination in writing, the chairperson for the time being of the Body Corporate is taken to be the nominee.

7. DISCLOSURE OF RELATIONSHIPS

- (a) The Manager may be involved with the Body Corporate entering into contracts with providers of:-
- (i) repair and maintenance services, and
 - (ii) insurance services, and
 - (iii) professional services.
- (b) The Manager discloses that it has a relationship with the service providers as set out in Schedule F.
- (c) The Manager may receive a fee or commission from the provider of such services as set out in Schedule F in addition to the fees that are payable under this Engagement.
- (d) If the Body Corporate enters into a contract with the providers of services disclosed in Schedule F, the Body Corporate acknowledges that it made its decision to enter into those contracts, after having been given this Engagement in writing setting out the terms of the relationship with the Manager and the commission payable to the Manager.
- (e) The Manager is an authorised representative of Body Corporate Brokers, CHU Underwriting Agencies Pty Ltd, QBE Insurance (Australia) Ltd, Strata Unit Underwriters (SUU).
- The Manager is qualified to give general advice and information about insurance, not personal advice. If the Community Titles Scheme requires specialist insurance advice the Manager can refer the Community Titles Scheme to an insurance advisor. If the Manager recommends that your building insurance should be placed with the Insurers, the Community Titles Scheme acknowledges and agrees that the recommendation is general advice (not personal advice).
- The Community Titles Scheme should read the Product Disclosure Statement before making a decision to purchase that insurance.

8. INDEMNITIES

- (a) The Manager will not be responsible for loss or damage to the Body Corporate unless such loss or damage is caused by wilful or negligent act of the Manager.
- (b) The Body Corporate will indemnify and hold indemnified the Manager against any claims that are not caused by the wilful or negligent act of the Manager.
- (c) The Manager will not be liable to the Body Corporate for any loss or damage suffered due to a failure of the Manager to perform the Services or Additional Services because the Body Corporate or Committee fails to make an appropriate decision in relation to the provision of such services or does not have sufficient funds to allow the Manager to carry out its functions.

9. TRANSFER

This Engagement may be transferred in accordance with the requirements of the Act.

10. TERMINATION

- (a) This Engagement may be terminated in accordance with the Act, but the Manager may terminate this Engagement by giving 30 days written notice to the Body Corporate.
- (b) The Body Corporate must, within 30 days of the date of termination of this Engagement account to the Manager for any amounts outstanding that are payable under this Engagement including the cost of effecting the termination and the transfer of records to the Body Corporate.
- (c) Subject to any right of the Manager to a lien, the Manager must deliver the records and other property of the Body Corporate in the possession of the Manager to the Body Corporate within 30 days of the expiry or termination of this Engagement.

11. ELECTRONIC DOCUMENT STORAGE

Without placing any obligation on the Manager, the body corporate authorises the Manager to hold any document belonging to the body corporate in photographic or electronic image form.

The Manager will, on a request made in accordance with the legislation, give to the body corporate a copy of the documents held in photographic or electronic image form.

12. COMPLAINTS HANDLING PROCEDURE

- (a) BCS takes any complaint seriously and aims to resolve it quickly.
- (b) If a member of the body corporate has a complaint in relation to this agreement, then they may notify BCS in writing or via email to: customerservice@bcssm.com.au.
- (c) On receiving a complaint the Manager will follow this procedure in an effort to remedy the situation:
- (i) The Manager will promptly acknowledge the complaint in writing.
 - (ii) The Manager will appoint a member of the Senior Management Team to investigate the complaint.
 - (iii) The Manager will decide in a timely manner what action should be taken to remedy the complaint.
 - (iv) The Manager will take such action as may be reasonable to remedy the complaint.
 - (v) The Manager will advise the complainant of the action taken to remedy the complaint and what further action may be taken by the complainant if the complainant is not happy with the resolution adopted by BCS.

13. DEFINITIONS AND INTERPRETATION

13.1 Definitions

In this Engagement, the following words will have the following meanings, except to the extent the context otherwise requires:-

Act means the *Body Corporate and Community Management Act 1997*;

Additional Services means the services set out in Schedule C;

Associated Charges means the charges payable under Item 3 of Schedule A;

Beginning Date means the start of the term of this Engagement recorded in Item 1 of Schedule A;

CPI means the Consumer Price Index (All Groups) for the City of Brisbane as published by the Australian Bureau of Statistics;

End Date means the expiry date of this Engagement recorded in Item 1 of Schedule A;

Engagement means this administration agreement;

Fee means the fee payable to the Manager set out in item 2 of Schedule A;

Further Term means the term of any right or option of extension or renewal of the engagement recorded in Item 1 of Schedule A or Clause 2 (b);

Manager means Body Corporate Services Pty Ltd;

Agreed Services means the services set out in Schedule B;

Term means the term of this Engagement recorded in Item 1 of Schedule A.

13.2 Interpretation

In the interpretation of this Engagement, unless the context otherwise requires:-

- (a) words importing the singular include the plural and vice versa and words importing one gender include the other gender;
- (b) words and phrases defined by the Act shall have the meanings assigned to them by the Act except where the context otherwise requires;
- (c) words denoting persons include all bodies, associations, trusts, entities corporate and unincorporated and vice versa;
- (d) a reference to an Act of Parliament or section or schedule of that Act will be read as if the words *'and any statutory modification or re-enactment of it or substitution of it'* were added to the reference and includes all statutory instruments issued from time to time under that Act;
- (e) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
- (f) references to a recital, clause, schedule or annexure will be construed as references to a recital, clause, annexure to this Engagement;
- (g) a reference to a document or agreement includes reference to that document or agreement as amended, novated, supplemented or varied;
- (h) headings will be disregarded in the interpretation of this Engagement;

- (i) if any day appointed or specified by this Engagement falls on a Saturday, Sunday or public holiday in the city in which the scheme is located the day so appointed will be deemed to be the next day which is not such a day;
- (j) a reference to a party will be construed as a reference to a party to this agreement and include reference to the party's successors, representatives or permitted assigns;
- (k) where a party comprises two or more persons an agreement or obligation to be performed or observed by that party binds those persons jointly and severally and a reference to that party includes a reference to any one or more of those persons;
- (l) This Engagement is governed by the laws of the state in which the Body Corporate is registered.

SCHEDULE A – REFERENCE SCHEDULE

Item 1

Term:	1 year
Beginning Date:	11 th December 2013
End Date:	10 th December 2014

Item 2

Fee (Agreed Services):	\$6,743.00 per annum (incl GST)
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Item 3

Associated Charges (for Sch B Agreed Services):

Fee – Communications and Disbursements:

\$4,719.00 per annum
(incl GST)

For the avoidance of doubt the Associated Charges covered by this fee include those items listed in schedule E.

Item 4

Manner of Payment:

Agreed Services Fee: Quarterly in advance
Additional Service Fees: Monthly in arrears
Associated charges: Fixed charges monthly in advance
Other charges: Monthly in arrears

Item 5

Review Percentage 3%

SCHEDULE B – AGREED SERVICES

The cost of these (schedule B) Agreed Services is provided for by payment of the "Agreed Services Fee" detailed in Schedule A item 2.

SECRETARIAL

In relation to the Annual General Meeting:

- call for nominations for committee; and
- call for the submission of meeting agenda motions from owners; and
- prepare and distributing the notice of meeting in accordance with instructions from the secretary or committee; and
- prepare and distributing the meeting agenda with the required attachments in accordance with instructions from the secretary or committee; and
- attend the meeting, maintaining a voting register and meeting tally sheet; and
- provide advice on meeting procedure to the chairperson of the meeting as and when requested; and
- record and distributing minutes of the meeting in accordance with instructions from the secretary or committee;

In relation to 4 committee meeting(s) per annum:

- prepare and distributing the notice of meeting(s) in accordance with instructions from the secretary or committee; and
- prepare and distributing the meeting agenda(s) with the required attachments in accordance with instructions from the secretary or committee; and
- prepare interim financial accounts including a statement of financial position and an income and expenditure statement for each fund; and
- attend the meeting (up to three hours), maintaining a voting register and meeting tally sheet; and
- provide advice on meeting procedure to the chairperson of the meeting as and when requested; and
- record and distributing minutes of the meeting in accordance with instructions from the secretary or committee;

In relation to general secretarial services:

- accept the service of notices on behalf of the body corporate; and
- respond to communications and correspondence relating to schedule B Agreed Services.

TREASURY SERVICES

- open, operate and reconcile a bank account in the name of the body corporate; and
- establish, maintain and reconcile an administrative fund; and
- establish, maintain and reconcile a sinking fund; and
- prepare financial accounts including a statement of financial position and an income and expenditure statement for each fund for each financial year; and

- prepare draft financial budget(s) in accordance with instructions from the treasurer or committee for owners consideration at the general meeting; and
- issue contribution notices to owners in accordance with the general meeting resolutions; and
- receipt and record contribution monies paid by owners into the appropriate funds; and
- invest monies held in the name of the body corporate in accordance with instructions from the treasurer or committee, as a trustee may invest trust monies; and
- process and pay invoices and other outgoings for goods and services supplied to the body corporate in accordance with instructions from the treasurer or committee; and
- issue a monthly reconciliation report (compliant with the Act) to the treasurer or treasurer's nominee; and
- provide report(s) relating to debtor contribution arrears as requested by the treasurer.

OTHER ADMINISTRATIVE SERVICES

- effect the insurance(s) in accordance with instructions from the body corporate; and
 - maintain custody of and use the common seal as directed by the body corporate; and
 - maintain a roll of lots and a schedule of contribution and interest entitlements; and
 - maintain a register of body corporate assets; and
 - maintain a register of body corporate engagements and authorisations; and
 - maintain a register of authorisations affecting common property; and
 - maintain a register of allocations under any exclusive use by-law(s); and
 - maintain custody of (store) records required to be kept pursuant to the Act; and
 - make stored records available for inspection on payment of the statutory fee by the party requesting the inspection; and
 - provide information certificates required by the Act on payment of the statutory fee by the party requesting the inspection; and
 - implement the decisions of the body corporate as those decisions relate to these schedule B Agreed Services; and
 - where the Manager is in receipt of commission from an insurance broker pursuant to clause 7 disclosed in schedule F of this Engagement prepare, lodge and monitor insurance claims of a routine or minor nature, attending to arrangements for the repair or replacement of the insured property or assets.
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SCHEDULE C – ADDITIONAL SERVICES

*For the avoidance of doubt these (schedule C) additional services are subject to additional charges. The cost of these additional services **is not** covered by the "Agreed Services Fee" listed in Schedule A items 2 & 3.*

These services will be charged for on an hourly basis at the rates of the person providing the Service as set out in Schedule D or the amount disclosed for the Service in this Schedule C. The costs associated with any required written communications will be, for postage actual 3rd party (e.g. Australia Post) costs, for printing and/or photocopying \$0.40 per impression.

Additional Services comprise:

- Services **not** stated in schedule B that may be supplied at the request of the Body Corporate including but not limited to:

- Voting Outside Committee Meetings:
Taking instruction, preparing and distributing the voting agenda with the required attachments in accordance with instructions from the secretary or committee. Maintaining a voting register and tally sheet. Preparing and distributing the minute recording the vote.
- Extraordinary General Meetings:
Preparing and distributing the meeting notice and agenda with the required attachments in accordance with instructions from the secretary or committee. Attending the meeting, maintaining a voting register and meeting tally sheet and providing advice on meeting procedure to the chairperson of the meeting as and when requested. Recording and distributing minutes of the meeting in accordance with instructions from the secretary or committee.
- Orders:
Preparing and filing applications and submissions to the Commissioner's office and other authorities.
- Hearings:
Preparing for and attendance at hearings.
- Professional Services:
Instructing and attendance upon, solicitors, accountants, quantity surveyors, engineers and other professional service providers.
- Audit:
Instructing, supplying records to, and attendance upon auditors, the fee for which will be calculated at \$11.00 (including GST) per Lot.
- Debtor Management:
Progress recovery on each and every lot with a contribution or contribution instalment unpaid by the due date for payment, (more or less) in accordance with the following procedure unless varied by instruction of the committee.

For contributions unpaid in an amount of not less than \$500 or as instructed by the committee:

- issue a reminder contribution notice 15 days (more or less) after contribution due date,
- issue a reminder letter 27 days (more or less) after contribution due date,
- issue a demand letter 39 days (more or less) after contribution due date,
- instruct a mercantile agency to commence recovery proceedings supplying all required supporting documentation 54 days (more or less) after contribution due date,

- Consultants:
Instructing consultants to advise the body corporate of requirements relating to Workplace, Health and Safety, Fire Protection, and other statutory obligations.
- Insurance Claims:
Preparation, lodgement and monitoring of Insurance Claims, attending to arrangements for the repair or replacement of the insured property or assets.
- Business Activity Statement:
Preparing and supplying financial records, giving instruction to, and attendance upon an independent tax agent. The fee *per return* will be calculated at \$126.50 plus \$2.48 per Lot (including GST).
For the avoidance of doubt this fee includes the payment of the independent tax agent.
- Instalment Activity Statement:
Preparing and filing the instalment activity statement (return) with the Australian Taxation Office.
- Taxation Return:
Preparing and supplying financial records, giving instruction to, and attendance upon an independent tax agent. The fee *per return* will be \$412.50 (including GST).
For the avoidance of doubt this fee includes the payment of the independent tax agent.
- Filing of returns and lodgement of documents:
Filing of returns with the appropriate statutory authority (e.g. Workplace Health and Safety Return, Workers Compensation Return) and/or the lodgement of documents (Titles Office).
- Building Management, Repairs, Maintenance:
Obtaining quotations for the repair or replacement of body corporate property or assets.

Preparation of work orders and instruction to and liaison with contractors attending to the repair or replacement of body corporate property or assets. The fee will be calculated at the rate of \$22.00 per work order issued.

- Wages Preparation:
- Preparation and payment of wages to body corporate employees.
- Returning Officer
The engagement of an independent returning officer. The fee will be actual 3rd party cost.
- Services stated in Schedule B required to be undertaken outside of the hours of 8.30am to 5.00pm.
- Services stated in Schedule B required to be undertaken on weekends or public holidays.
- The convening of and attendance at meetings outside the number and/or hours specified in schedule B.
- The attendance at on-site meetings will be charged at the ATO mileage rate.
- Provision of utility billing and processing services which will be charged in accordance with schedule G.

SCHEDULE D – HOURLY RATES FOR ADDITIONAL SERVICES

Senior Manager	\$220.00 per hour
Body Corporate Manager	\$154.00 per hour
Accountant	\$154.00 per hour
Other Staff Services	\$ 82.50 per hour

SCHEDULE E – ASSOCIATED CHARGES

For the avoidance of doubt the items listed in this schedule E are (as they relate to the Agreed Services) paid for by the fee paid pursuant to schedule A item 3.

Computer Software usage fee
 BCS Connect (internet) access fee
 After hours emergency services
 Phone calls outgoing & incoming
 Facsimile outgoing & incoming
 Email outgoing & incoming
 Photocopying collating and stapling
 Printing collating and stapling
 Electronic data storage
 Archiving Fee / Archive Box / Archive Retrieval fee
 Cheques & Remittance advices
 Colour paper
 Envelopes (all)
 Dishonoured Cheque fee
 Labels (name)
 Letterhead
 Levy Notice
 Nominations Fees
 Payment of invoices by bank direct credit
 Postage costs
 Reconciliation Statement costs

SCHEDULE F – DISCLOSURE

Item 1: [clause 7(a) (i)]

Nil, at the date of this Engagement.

Item 2: [clause 7(a) (iii)]

The body corporate management's parent company, Prudential Investment Company of Australia Pty Ltd (PICA), has entered into a Services Agreement with Eutility Pty Ltd for the provision of electricity brokerage and other services to bodies corporate. PICA receives an introduction fee of up to 12% of the brokerage fee for each body corporate that agrees to utilise the services of Eutility Pty Ltd in establishing a new Agreement with an electricity supplier.

Item 3: [clause 7(a) (ii)]

Name of company/person	Amount/% of rebate, discount or commission	Other information relating to the disclosure
Corporate Home Unit Underwriters	Up to 20% of base premium	Also shown on plans AGM Agenda
Body Corporate Brokers	Up to 20% of base premium	Also shown on plans AGM Agenda
AON Insurance Brokers	Up to 20% of base premium	Also shown on plans AGM Agenda
Strata Unit Underwriters (SUU)	Up to 20% of base premium	Also shown on plans AGM Agenda
Regional Insurance Brokers (RIB)	Up to 20% of base premium	Also shown on plans AGM Agenda
Jardine Lloyd Thompson	Up to 20% of base premium	Also shown on plans AGM Agenda

Note:

The Manager has a relationship with Kemps Petersons Pty Limited trading as Kemps Peterson Receivables who is an associated company of Body Corporate Services Pty Limited and the Manager may use the services of Kemps Petersons Receivables for the body corporate in the course of providing services to the body corporate under this agreement.

SCHEDULE G – UTILITIES MANAGEMENT

Provide administration services for on-supply of utilities (electricity/water) by the body corporate to lot owners/occupiers as follows:

- Provide meter reading services for individual lots on a quarterly basis or as agreed.
- Prepare and distribute detailed accounts on a monthly or quarterly basis for utility consumption including charges, levies and rebates, if applicable.
- Collect monies due for the payment of accounts.
- Follow up collection of payments as agreed on all debtors. Body Corporate Services will charge owners/tenants an additional fee for reminder and any follow up letters required for overdue electricity/water accounts which will be added to the electricity/water amount owing.
- Prepare and submit statutory returns for ambulance levy and pensioner rebates, if applicable.
- Prepare and provide an account summary and reconciliation reports.
- Monitor and review energy price increases and provide a recommendation for adjusting tariffs.

Fees

Option 1 (relating to service fee)

BCS billing fee to lot occupier (Incl. GST)

Service fee – monthly invoice	\$ 7.23 per monthly invoice
Service fee – quarterly invoice	\$ 21.68 per quarterly invoice

Option 2 (relating to service fee)

BCS billing fee to Body Corporate (Incl. GST)

Service fee – monthly invoice	\$ 7.23 per monthly invoice
Service fee – quarterly invoice	\$ 21.68 per quarterly invoice

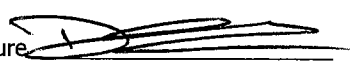
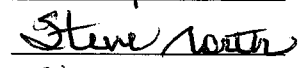
Additional Fees payable by Lot occupier (Incl. GST)

Final meter read	\$ 25.30 per read
Non-cycle meter read	\$ 25.30 per read
Reminder notice	\$ 9.90 per notice
Formal demand notice	\$ 33.00 per notice
Disconnection warning	\$ 44.00 per notice
Disconnection fee	\$ 33.00 per meter
Re-connection fee	\$ 33.00 per meter
Meter check/audit	\$ actual cost as quoted
Payment terms	Monthly or Quarterly in arrears

(Service fee excl. GST gazetted by Queensland Government is \$ 7.47 per month)

THE COMMON SEAL of The Body Corporate for ALEXANDER APARTMENTS Community Titles Scheme 10782 was affixed pursuant to a resolution of the Body Corporate in the presence of two members who certify that they are the proper officers of the body corporate to affix that seal

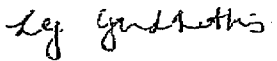
In the absence of an ordinary resolution as to how the seal of the Body Corporate may be affixed, the seal must be affixed by 2 committee members, 1 of whom must be the chairperson or secretary.

Signature	
Name	David Cohen
Designation	Chairperson
Signature	
Name	Steve North
Designation	Secretary

**For and behalf of Body Corporate Services Pty
Ltd ABN 82 010 120 144**



Signed: Glenn Evans
(Authorised Signatory)



Signed: Leigh Griffiths
(Witness)

