

SCHEDULE - BODY CORPORATE MANAGEMENT AGREEMENT

The Corporation

The Manager

UNITCARE SERVICES

ABN 19348723265

The Term

from the date hereof to the conclusion of one (1) month after the next AGM

The Duties

as described in clauses 2.1 to 2.6

The Professional Fees (all amounts include GST where applicable. Service Type

Management fee	\$	per annum payable monthly in advance (fixed fee) or	
Time based fee of	\$	per hour (time based fee)	
Meeting fee	\$	for 1st 1.5 hrs then \$	per hour or part thereof
Overdue account notices	\$	recovered from respective owner	additional fees may apply for meetings held after 6pm
Tax Return Preparation	\$		
Audit Fee	\$		

Additional Professional Fees (only by agreement with the Corporation or its Management Committee)

Fees charged \$ per hour for any additional duties performed by the manager

The Expenses

Charged as incurred for photocopying, property photographs, fax, postage, bank charges, govt' charges and sundries.

Banking

The Corporations funds are held in the UnitCare Services Trust Account at Bank SA Blackwood.

Manager's Disclosure

The manager declares that they obtain a commission for placing insurance with CHU/QBE.

Other Conditions

This agreement is underwritten by the Manager's Performance Guarantee as published.

Execution On the _____ day of _____ 20_____

Signed on behalf of the Corporation _____

Signed on behalf of the Manager _____

Please sign
acknowledging
receipt of copy of this
agreement



unitcare
services

PEACE OF MIND FOR UNIT OWNERS

Management Agreement



Body Corporate Management Agreement

This Contract is intended to assist both Body Corporate members and Managers by providing an easy to understand, fair set of conditions, duties and fees.

1: Appointment

The Corporation appoints the Manager as the Body Corporate Manager to perform the Duties and the Additional Duties specified and to advise and assist the Corporation, its Officers and Management Committee, if any, in the performance of their responsibilities under the relevant Act of Parliament for the Term and under the conditions of this Agreement.

2: Duties

The duties are (unless specified to the contrary in the Schedule).

2.1 Information

To provide:

Financial report and activity report to the Treasurer every month or as requested.

Financial and activity reports to all owners annually.

Unit Owner Kit and information to all existing and new owners.

Unit Update newsletter posted quarterly with levy notices.

Web site with help and current issues.

Annual audit report to Treasurer.

2.2 Accounting

Collect, bank (into a Trust Account) and account for maintenance contributions, levies, interest and other amounts due to the Corporation.

Send notices levying maintenance or other contributions and pay accounts and outgoings.

Prepare annual statements of accounts of the Corporation and arrange an annual audit of the Trust Account.

Arrange for the preparation and lodgement of annual Tax Return and any other ATO related dealings.

Prepare a budget for the coming year.

2.3 Meetings

Prepare and distribute meeting notices.

full service (PrimeCare & SelectCare) only.

Attend meetings as requested and assist the Presiding Officer and Secretary in the conduct of meetings.

Post minutes to owners within 14 days of the meeting.

2.4 Maintenance - full service (PrimeCare & SelectCare) only.

Advise and arrange for maintenance, repair and replacement of common property.

Provide all hours access to emergency maintenance.

Organise emergency maintenance works.

2.5 Insurance

Place and renew insurances.

Have any claim promptly processed.

Liaise with a qualified valuer to assess the Corporation's replacement value if instructed.

2.6 Secretarial

Promptly deal with Corporation correspondence and requests for search statements.

Regularly inform Officers of the nature and importance of correspondence.

Keep all records of the Corporation secure and confidential.

Hold and use the Common Seal in accord with the Corporation's resolutions.

Additional Duties

Unless specified otherwise the following are Additional Duties for which extra fees may apply as per the Schedule.

3.1 Legal Proceedings

Attend hearings and legal proceedings of a Tribunal or Court either as a witness or on behalf of the Corporation.

Instruct solicitors, attend conferences and generally supervise legal proceedings involving the Corporation.

3.2 Extraordinary Maintenance

We can liaise with Architects, Engineers, Surveyors, Builders, Loss Adjusters and Assessors, Statutory Authorities, neighbours if major works are necessary.

3.3 Additional Accounting

Keep any wage, Work Cover or other records required by law for employees or contractors of the Corporation and complete and submit returns.

Prepare at the request of the Corporation, financial statements and budgets other than for the AGM.

Arrange for the preparation and lodgement of BAS and other tax documents if required.

3.4 Meter Readings

Reading of meters and recovery of electricity or other utility charges to individual units.

4: Professional Fees and Expenses

The Corporation will pay the manager, the Professional Fees, the Additional Professional Fees, the Expenses and any other moneys which may be payable under this agreement.

The Corporation authorises the Manager to deduct any monies due and payable to the Manager from its funds on the due dates.

The manager may in addition to moneys paid under this section retain fees paid for the supply of information to owners, agents, conveyancers and any other party with a right to seek a body corporate search.

5: Corporation Indemnities / Acknowledgement

The Manager shall be liable for any default by the manager unless the Corporation has contributed in part or whole by failing to make a decision recommended by the Manager, making a decision contrary to the Manager's advice or failing to raise the funds needed to enable the Manager to carry out its obligations.

The Corporation will indemnify the Manager from all actions, claims, demands, losses, damages and expenses properly incurred by the Manager in carrying out its duties and obligations as instructed by the Corporation.

The Manager may assign its rights and obligations under this agreement.

6: Goods & Services Tax

All fees shown in the Schedule include GST at the rate applicable at the time. The Corporation will be liable for any increases in GST that may be legislated from time to time from the date of any change.

7: Notice of Breach of this Agreement

Should either the Manager or the Corporation have just cause to believe the other party has breached this agreement they may notify the other party in writing explaining the breach(es) and desired remedy.

8: Termination

This agreement cannot be terminated unless both parties agree or in the case where a justified Notice of Breach has not been remedied within 30 days.

Should either party not intend to renew this Agreement then it must give at least one (1) months notice to the other party prior to the end of the agreement.

Upon termination of this appointment the Manager must at that time hand over to the Corporation or its nominee all funds, records, keys and any other property of the Corporation in the possession of the Manager.

9: Other Conditions

This agreement includes such other terms and conditions as specified in the Schedule.

Insurance Services - Financial services Reform Act

The Manager is an authorised representative of CHU Underwriting Agencies Pty Ltd and an agent for the insurers, QBE Insurance (Australia) Ltd. The Manager is qualified to give general advice and information about insurance not personal advice. If the Body Corporate requires specialist insurance advice the Manager can refer the Body Corporate to an insurance advisor. If the Manager recommends that your Corporation's building insurance should be placed with the insurer (QBE) the Body Corporate acknowledges and agrees that the recommendation is general and not personal advice.

peace of mind for unit owners