

# Body Corporate Management

## Strata Essentials + Professional Expertise

---

### Northmarque CTS 43944

*Services tailored for larger schemes*

**bcsystems**  
— strata managers and consultants

[bcsystems.com.au](http://bcsystems.com.au) | (07) 3899 0299

# Leading strata management



## Strata management done excellently

For over 30 years, we've been supporting committees and owners with trusted and relentless service excellence.



Founded in 1994 by industry pioneer Kerri Anthon, BCsystems has remained the most trusted name in strata management for over 30 years. Unlike many others, our business remains privately owned and operated.

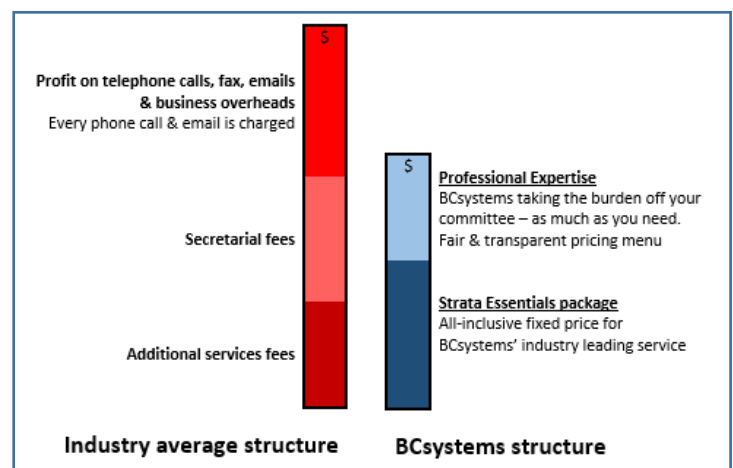
Your body corporate management is done by the people you know, right here in Brisbane. We know that the 'one size fits all' approach doesn't work, that's why we provide a tailored service to your committee, right when you need it.

### You value personal service

Our unique approach to body corporate management means that for every dollar you pay us, our team delivers personalised service. That's value for money.

Other companies prioritise charging for every call and email. We prefer to spend our time working with you to resolve your enquiry or progress your project.

Personalised service is why you choose BCsystems and that's why it is our highest priority.



# BCsystems price promise

## 1 We beat the competition on service, and price

We know our service is class-leading. From our experienced strata managers to our collaborative support team, we are committed to service at all levels. Our efficient business processes mean we can deliver that service you trust at a price that beats our competitors.

## 2 We don't rely on mark-up of emails, printing and postage to do business

We believe in an all-inclusive flat rate for our Strata Essentials Package, which covers all the operating costs. We actively work with your committee to switch owners to digital, to help you reduce costs over time.

## 3 No hidden fees or charges

Our pricing structure allows your committee to see our services and prices easily. We are accountable to your committee – with 24/7 access to financial statements on our owner login, and detailed reporting on request.

## How does our Strata Essentials Package stack up?

	Included in BCsystems Strata Essentials	Other industry companies*								
		C*	S*	A*	E*	H*	S*	B*	S*	W*
Printing	✓	Fees	Fees	Fees	Fees	Fees	Fees	Fees	Fees	Fees
Postage	✓	Fees	Fees	Fees	Fees	Fees	Fees	Fees	Fees	Fees
Calls - Local	✓	Fees	✓	Fees	✓	Fees	Fees	✓	Fees	Fees
Calls - Mobile	✓	Fees	✓	Fees	✓	Fees	Fees	✓	Fees	Fees
Calls - Long distance	✓	Fees	✓	Fees	✓	Fees	Fees	✓	Fees	Fees
Emails	✓	✓	Fees	Fees	Fees	Fees	✓	✓	✓	✓
Issuing documents by email	✓	✓	Fees	Fees	Fees	Fees	✓	Fees	✓	✓
EFT payments	✓	Fees	✓	Fees	Fees	Fees	Fees	✓	Fees	✓
Letterhead	✓	Fees	✓	Fees	✓	Fees	✓	✓	Fees	Fees
Internet access	✓	Fees	Fees	Fees	✓	Fees	Fees	Fees	Fees	Fees
Special levies	✓	Fees	✓	Fees	Fees	✓	✓	Fees	Fees	✓
Office stationery	✓	Fees	✓	Fees	Fees	✓	✓	✓	Fees	✓
StrataVote Electronic Voting	✓	-	-	-	-	-	-	-	-	-
Teams videoconferencing	✓	-	-	-	-	-	-	-	-	-
Levy arrears manager	✓	-	-	-	-	-	-	-	-	-
Insurance manager	✓	-	-	-	-	-	-	-	-	-
No-cost levy payments	✓	-	-	-	-	-	-	-	-	-
Online invoice approval	✓	-	-	-	-	-	-	-	-	-
BCsystems online portal	✓	-	-	-	-	-	-	-	-	-

\*based on data available December 2020



## **Administration Agreement: Engagement of a Body Corporate Manager**

*For use by SCA (Qld) members with a Corporate Membership*

This Agreement is made on \_\_\_\_\_

### **BETWEEN**

The Body Corporate for Northmarque CTS 43944  
of 25 Northmarque Street, Carseldine, QLD 4034  
(*"the Body Corporate"*)

### **AND**

Body Corporate Systems Pty Ltd (trading as **BCsystems**) ABN 29 058 152 604  
of Level 1, 621 Wynnum Road, Morningside QLD 4170  
(*"the Manager"*)



Phone: 07 3899 0299  
Fax: 07 3899 0225  
Office: L1, 621 Wynnum Road, Morningside Qld 4170  
Mail to: PO Box 743, Morningside Qld 4170  
Email: [info@bcsystems.com.au](mailto:info@bcsystems.com.au)  
Web: [bcsystems.com.au](http://bcsystems.com.au)

### **ABOUT THIS AGREEMENT**

This Agreement is produced by SCA (Qld). It provides for the engagement of a body corporate manager by a body corporate.

This Agreement may only be used by body corporate managers holding a *Corporate Membership Certificate* issued by SCA (Qld).

Under this Agreement, the Body Corporate appoints the Manager as the body corporate manager for the Scheme.

### **TERMINATION OF THE AGREEMENT**

This Agreement is a binding legal document. The engagement of the body corporate manager may be terminated only in accordance with Clause 12.

### **TERM, OPTIONS AND PRICES**

This Agreement may be for a term of up to three years (including options) - See Clause 3.

All costs expressed in dollar (\$) terms **exclude** any applicable GST - See Clause 14.

### **SPECIAL CONDITIONS TO THE AGREEMENT**

Any special conditions to this Agreement appear in Item K.

### **COPYRIGHT AND REPRODUCTION**

The copyright in this Agreement is owned by SCA (Qld). Only a Manager who holds a current *Corporate Membership Certificate* issued by SCA (Qld) or other person authorised in writing by SCA (Qld) may use this Agreement or reproduce it for the purpose of the manager's use only (including scanned copies for electronic archival). In all other cases reproduction, including retyping, of this Agreement is prohibited without prior written consent of SCA (Qld).

### **FURTHER ADVICE**

Body corporate managers and others seeking to use this Agreement should obtain independent legal advice if questions exist concerning any provisions contained within this Agreement.



## STANDARD CONDITIONS

### 1. INTRODUCTION

- 1.1. All words having a defined meaning in the Act have the same meaning in this Agreement (unless the context otherwise requires).
- 1.2. In this Agreement, terms in bold in the Reference Schedule have the meanings shown opposite them.
- 1.3. Unless the context otherwise permits -
  - a) "Act" means the Body Corporate and Community Management Act (Qld) 1997;
  - b) "Additional Services" means those services stated in Item G of the Reference Schedule;
  - c) "Agreed Services" means those services stated in Item F of the Reference Schedule;
  - d) "Authorised Powers" means all those powers of the executive committee members of the Body Corporate that are capable of exercise by a body corporate manager under the Act unless otherwise amended or excluded under the Special Conditions to this Agreement;
  - e) "Committee" means the committee chosen by the Body Corporate pursuant to the Act;
  - f) "CPI" means the Consumer Price Index (All Groups) for Brisbane as published by the Australian Bureau of Statistics;
  - g) "Disbursements" means the disbursements listed in Item E of the Reference Schedule;
  - h) "Module" means the regulation module of the Act applying to the Scheme from time to time, which at the commencement of this Agreement is the module referred to in Item J of the Reference Schedule;
  - i) "Privacy Act" means the *Privacy Act* 1988 (Cth);
  - j) "Reference Schedule" means the reference schedule annexed to this Agreement;
  - k) "Review Date" means each anniversary of the commencement date of this Agreement;
  - l) "SCA (Qld)" means Strata Community Association (Qld) Limited ACN 163 881 927;
  - m) "Scheme" means the community title scheme for which the Body Corporate is the body corporate;
  - n) "Special Conditions" means the special conditions noted in Item K of the Reference Schedule;
  - o) "Standard Conditions" means the standard conditions applying to this Agreement;
  - p) "Term" means the term set out in Item A of the Reference Schedule.
- 1.4. A reference to an Item is a reference to the applicable item in the Reference Schedule.
- 1.5. This Agreement comprises the:
  - a) Standard Conditions;
  - b) Special Conditions (if any); and
  - c) Reference Schedule.
- 1.6. Where there is any inconsistency between any Special Condition to this Agreement and the Standard Conditions, the Special Condition prevails

### 2. WHAT IS THIS AGREEMENT?

- 2.1. The Body Corporate appoints the Manager as the body corporate manager for the Scheme and the Manager accepts the appointment.
- 2.2. The Manager is engaged by the Body Corporate (as an independent contractor and not as an employee of the Body Corporate) to supply administrative services only (comprising the Agreed Services and the Additional Services, where applicable, to the Body Corporate.
- 2.3. The parties acknowledge and agree that the appointment of the Manager is not an engagement of the Manager under Chapter 3 Part 5 of the Module.
- 2.4. For the avoidance of doubt, the Body Corporate acknowledges and agrees that this Agreement is not a property maintenance agreement and that the Manager is not required under this Agreement to carry out any property maintenance for the Scheme.

### 3. WHAT IS THE TERM OF THIS AGREEMENT?

- 3.1. The Manager is appointed for the Term.

### 4. WHAT ARE THE DUTIES OF THE MANAGER UNDER THIS AGREEMENT?

- 4.1. The Manager must supply the Agreed Services stated in Item F to the Body Corporate in accordance with the terms of this Agreement.
- 4.2. The Manager may supply the Additional Services stated in Item G to the Body Corporate at the Body Corporate's request.
- 4.3. The Body Corporate must pay the Manager the Additional Fees for the provision of the Additional Services
- 4.4. During the Term, the Manager shall have the custody of the common seal of the Body Corporate.
- 4.5. The Manager will at all times comply with:
  - a) the Act;
  - b) the Module;
  - c) the code of conduct in the Act applying to body corporate managers; and
  - d) the *Code of Conduct* published by SCA (Qld).
- 4.6. The Body Corporate will use its best endeavours to ensure the voting committee members are at all times aware of their obligations under the Act and shall comply with the code of conduct in the Act applying to voting committee members.

### 5. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER?

- 5.1. The Body Corporate authorises the Manager to exercise the Authorised Powers.
- 5.2. The Manager shall only exercise the Authorised Powers to facilitate the performance of the Agreed Services or any Additional Services.
- 5.3. The Manager is not under any obligation to exercise the Authorised Powers except to the extent necessary to facilitate the performance of the Agreed Services and the Additional Services.
- 5.4. Without limiting clause 5.2, the Manager is specifically authorised to administer funds controlled by the Body Corporate.
- 5.5. The authorisation given by the Body Corporate to the Manager to exercise the Authorised Powers under this clause 5 does not:



- a) make the Manager responsible for performing the statutory functions of the Body Corporate or the Committee;
  - b) relieve the Body Corporate or the Committee of their statutory functions.
- 5.6. The Body Corporate specifically authorises the Manager to:
- a) obtain quotations for insurances required to be effected by the Body Corporate under the Act or the Module;
  - b) effect, on behalf of the Body Corporate such insurances as the Body Corporate directs the Manager to obtain;
  - c) pay insurance premiums from the Bodies Corporate funds; and
  - d) submit insurance claims to the Body Corporate's insurers which the Body Corporate acknowledges forms part of the Additional Services.

5.7. The Body Corporate agrees and acknowledges that the Manager, in providing the service under clause 5.6, is not providing advice, nor is the Manager obliged to provide advice as to what insurance policy or policies the Body Corporate ought effect and the Body Corporate agrees and acknowledges it does not rely on the Manager (nor is it reasonable to rely on the Manager) to advise in respect of which insurances may be suitable for the Body Corporate and/or the extent, nature, level or appropriateness of any insurance policy effected from time to time by the Body Corporate.

**6. HOW IS THE MANAGER TO BE PAID?**

- 6.1. The Body Corporate must pay the Manager:
- a) for the performance of the Agreed Services — the fee stated in Item B (as reviewed in accordance with this Agreement) at the time indicated in Item B;
  - b) for the performance of the Additional Services — the fees stated in Item C (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties; and
  - c) for Disbursements associated with the provisions of the Agreed Services or the Additional Services — the amount stated in Item E (as reviewed in accordance with this Agreement) payable at the end of each month or as otherwise agreed between the parties.

6.2. The Manager may -

- a) charge the Body Corporate for Disbursements at the rates stated in Item E for the Agreed Services and Additional Services (which may include a margin above cost to the Manager);
- b) keep fees received by it for:
  - i. information which the Manager must supply about the Body Corporate under the Act or the Module;
  - ii. services supplied at the request of lot owners; and
- c) retain commissions paid to it by the providers of services to the Body Corporate as disclosed in Item I.

6.3. The Body Corporate must pay fees for Agreed Services, the Additional Fees and the Disbursements by EFT or direct debit (at the election of the Manager) to the

Manager's nominated account, or otherwise as directed by the Manager from time to time.

6.4. When the Term is greater than one (1) year, the Body Corporate agrees that on each anniversary of the commencement date of this Agreement the Manager may increase the fee for the Agreed Services to an amount which is the greater of:

- a) The fee paid for the immediately preceding year increased by the fixed percentage increase amount stated in Item D; and
- b) The amount calculated using the following formula:

$$= A \times B \div C$$

**where:**

**A** is the fee payable for the year immediately prior to the Review Date;

**B** is the CPI determined for the quarter ending immediately prior to the Review Date;

**C** is the CPI determined for the quarter ending immediately prior to commencement of the year last concluded.

The increased fee for the Agreed Services is payable by the Body Corporate from that date which is the anniversary of the commencement date of this Agreement notwithstanding the fees may not be reviewed until after that date.

6.5. The Body Corporate agrees that the fees and charges payable for the Additional Services and Disbursements may be increased by the Manager on 1 July each year following commencement of this Agreement and the Body Corporate must pay the increased fees and charges by the Manager at the reviewed rate from time to time.

**7. HOW DOES THE BODY CORPORATE GIVE INSTRUCTIONS TO THE MANAGER?**

- 7.1. The Body Corporate must nominate in writing a person who must be a voting committee member to communicate with the Manager on behalf of the Body Corporate (the Nominee). In the event that no person is nominated by the Committee, the chairperson of the Committee is taken to be the Nominee.
- 7.2. The Body Corporate may replace the Nominee by written notice to the Manager.

**8. DISCLOSURE OF ASSOCIATES**

8.1. If the Body Corporate considers and/or proposes to enter into a contract for the supply of goods and /or services from a provider and that provider is an associate of the Manager, then the Manager must disclose the relationship to the Body Corporate:

- a) if the Manager is aware of the proposed contract then before the contract is entered into; or
- b) otherwise in the shortest practicable time after it becomes aware that the contract is being and/or has been entered into.

8.2. The Manager discloses that at the commencement of this Agreement it is associated with the providers of goods and services stated in Item H and that shall be sufficient disclosure of these relationships for the purposes of clause 8.1 and the disclosure requirement in the Module.

8.3. Where the Manager has an arrangement with the provider of goods and/or services, and the Manager is entitled to receive a commission if the Body Corporate enters into a contract with that provider, then:



- a) the details (including the commission, payment or other benefit) of any existing arrangement between the Manager and the provider as at the commencement of this Agreement are disclosed in Item I and the Body Corporate acknowledges such disclosure satisfies the disclosure requirements in the Module; or
- b) for a new arrangement entered into after the commencement of this Agreement - the Manager must disclose to the Body Corporate the details of that arrangement before accepting any commission from the provider.

8.4. With the exception of any arrangement disclosed by the Manager as described in clause 8.3, the Manager must not, without the prior consent of the Body Corporate receive any commission from any contractor or supplier because the Body Corporate entered into an agreement with the contractor or supplier.

#### **9. RELEASE & INDEMNITY BY THE BODY CORPORATE**

9.1. The Body Corporate:

- a) Releases, discharges and forever holds harmless the Manager (to the extent permitted by law) from any damages, losses, liabilities, costs, expenses and/or claims arising from or in connection with any act or omission of the Body Corporate that did not result from a negligent act or omission of the Manager; and
- b) Indemnifies and keeps indemnified the Manager against any damages, losses, liabilities, costs, expenses or claims incurred by the Manager (including the Manager being made a party to any litigation commenced by or against the Body Corporate) arising from or in connection with any act or omission of the Body Corporate that did not result from a negligent act or omission of the Manager.

#### **10. BODY CORPORATE WARRANTY**

10.1. The Body Corporate warrants it has validly passed any necessary resolutions required to enable it to enter into this Agreement with the Manager or give any authorisation to the Manager under it.

#### **11. TRANSFER OF THIS AGREEMENT**

11.1. This Agreement may be transferred by the Manager only in accordance with the Act.

#### **12. TERMINATING THIS AGREEMENT**

- 12.1. Either party may terminate this Agreement in accordance with the Act and/or the Module.
- 12.2. The Manager may terminate this Agreement at any time and for any reason by giving 60 days written notice to the Body Corporate.
- 12.3. If the Body Corporate fails to pay the Manager any amount owing to it under this Agreement and the failure continues for a period of 14 days after notice of the failure is given to the Body Corporate by the Manager, then:
  - a) the Manager may terminate this Agreement by giving 30 days written notice to the Body Corporate; and

- b) the Body Corporate will reimburse the Manager for the Manager's costs of recovering that amount from the Body Corporate, including any legal costs on an indemnity basis

#### **13. BODY CORPORATE RECORDS**

- 13.1. On expiry or earlier termination of this Agreement, the Manager must deliver to the Body Corporate its seal and the records and other documents in accordance with the Act and the Module.
- 13.2. The Manager acknowledges that it does not have a lien over the seal and the records and other documents of the Body Corporate.
- 13.3. Without any obligation to on the part of the Manager, the Body Corporate authorises the Manager to hold any document of the Body Corporate in photographic or electronic image form.

#### **14. GOODS AND SERVICES TAX**

- 14.1. For the purposes of this clause, a goods and services tax ("GST") means any tax imposed by any government or regulatory authority which is a tax on goods and services, a tax on consumption, a value-added tax or any similar impost.
- 14.2. Unless GST is expressly included, any fee or consideration expressed to be payable by the Body Corporate under any part of this Agreement does not include any GST that may be payable on the supply for which the fee or consideration is paid.
- 14.3. The Body Corporate must pay to the Manager, in addition to any fee or consideration payable for the Agreed Services, Additional Services or Disbursements, any additional amount of GST payable on the supply of those services.
- 14.4. The Body Corporate and the Manager agree to do all things, including providing tax invoices and other documentation, necessary or desirable to assist the other in claiming any input tax credit, adjustment or refund for any GST payable under this Agreement.

#### **15. MISCELLANEOUS**

- 15.1. Any notice required to be given or served by either party to this Agreement shall be given or served in the same manner as is provided for in the *Property Law Act (Qld) 1974*.
- 15.2. If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force unless the basic purposes of this Agreement would be defeated by severance of the offending provision. This Agreement shall be governed and construed with reference to the laws in force in the state of Queensland.

#### **16. PRIVACY ACT**

- 16.1. If the Manager holds Personal Information under this Agreement, the Manager must, subject to the Act, comply with Australian Privacy Principle 11 set out in Schedule 1 of the Privacy Act. For the purposes of this clause, "Personal Information" has the same meaning as in the Privacy Act



## REFERENCE SCHEDULE

Term (item A)	
Commencing on:	1 December 2025
Ending on:	31 March 2026

Does the Manager hold SCA (Qld) corporate membership?	• Yes
Does the Manager have professional indemnity insurance?	• Yes - \$5,000,000

## STRATA ESSENTIALS PACKAGE

### Pricing

Fixed fee for our professional time (item B) \$180.00 per lot per year  
+ Fixed fee for Agreed Services disbursements (item E) \$60.00 per lot per year

(Item F)

### Meetings

- Call for committee nominations and motions
- **1x** Prepare and issue AGM agenda (up to 50 pages)
- **1x** Attend and run AGM (up to 2 hours)
- **1x** Prepare and distribute AGM minutes
- **2x** Issue committee meeting agenda
- **2x** Attend and run committee meeting (up to 2 hours)
- **2x** Issue committee meeting minutes
- **2x** Prepare and issue vote outside committee meeting
- Arrange a returning officer if required

### Administrative

- Maintain the roll (lot owner database)
- Facilitate owner preferences for post or email
- Keep all records in a searchable format
- Keep records for the duration required by law
- Facilitate record inspections for disclosure purposes
- Receive notices served on the body corporate by authorities

### Insurance

- Organise insurance renewal quotes
- Pay insurance renewal invoice
- Lodge and process claims when BCsystems receives a fee or commission related to the insurance product

### Financial

- Operate a bank account in the body corporate's name
- Prepare annual financial statements
- Prepare a draft annual budget
- Issue levy notices to lot owners
- Receipt and bank levies paid by owners
- Facilitate easy online invoice approval
- Pay creditor invoices
- Maintain financial records in compliance with the law

### BONUS INCLUDED SERVICES

- **StrataVote - Electronic voting for meetings**
- **Teams videoconferencing**
- **Meeting room facilities at our office**
- **Dedicated levy arrears manager**
- **Dedicated insurance manager**
- **BCsystems online portal**
- **Online invoice approval for committee**
- **No-cost levy payment methods for owners**

The operational costs (e.g. printing, postage, stationery, phone calls) required for us to provide these services to you are **included** in the fixed fee for disbursements.

The fixed fees shown at item B and item E are to be debited by the Manager quarterly in advance.



## PROFESSIONAL EXPERTISE

(Item G, Item C, Item E)

Pricing - Pay as you go

**We have been working with committees and owners for over 28 years, and we know that your need for professional expertise can change. This structure allows your body corporate to only pay for what you need. Any work we do that is not included in Strata Essentials will attract a charge as shown below.**

### Advice

- Our professional advice on any strata topic
- Assisting with easements, plans, CMS
- Building management statement (BMS)
- Enforcing by-laws, issuing by-law warnings, contravention notices and advice
- Assistance with disputes

### Meetings

- As many additional meetings as you might need
- Adjourned general meetings
- Meetings after 5:00pm or on weekends
- Meetings that exceed the allowed time
- Meetings where we travel to your location
- Fill vacancies on the committee

### Financial

- Dealing with the ATO on your behalf
- ABN and Tax file number registration
- GST registration/deregistration
- Preparing your books to be audited
- Initial financial reconciliation for new clients
- Lodgement of business activity statement (BAS)
- Lodgement of instalment activity statement (IAS)
- Lodgement of income tax return
- On-charge costs to lot owners or others
- Invest funds on committee instructions

### Administrative

- Archive records for durations required by law
- Dealing with correspondence in and out
- Distributing statutory notices to stakeholders
- Checking other agreement pricing and CPI increase calculations
- Adjudication or QCAT applications
- Liaising with lawyers and other consultants
- Issue information to new lot owners
- Set-up of new/staged developments
- Initial record reconciliation for new clients
- Authority searches & documents
- Arranging third party services
- Any services provided outside of business hours 8:30am to 5:00pm

### Maintenance

- Arranging quotes
- Issuing work orders
- Liaising with contractors during the maintenance work

### Costs on-charged to lot owners

- Levy arrears collection

### Insurance

- Insurance claims where BCsystems does not receive any commission on the insurance product

### Fixed fee items\*

\*unless a fixed fee applies, hourly rate applies

Adjourned general meeting	\$100/each
Store electronic records – unlimited quantity	\$1.25 x lot/quarter
Induction pack for new owners	\$9/each
Prepare file for audit (if required)	\$7/lot/audit
Prepare & lodge BAS (if GST registered)	\$230/return
Prepare & lodge income tax return	\$200/return
Body corporate's financial software licence	\$4.00 x lot/ quarter
Quote request & work order	\$70/each
Process & issue statutory land valuation notices	\$6 x lot total

### Hourly rates

Executive	\$250.00
Senior Manager	\$200.00
Manager	\$180.00
Associate	\$130.00
Administrative	\$100.00
Rate after 8pm or weekends	1.5x hourly rate

### Disbursement costs for additional services

(Item E)

Copying/printing	\$0.50/page
Mailing envelope	\$0.60/each
Secret ballot envelope	\$1.20/each

### Arrears recovery (charged to debtor)

(All costs charged to the owner/debtor in arrears)

15 days – First notice	\$27 (to debtor)	Postage – Australia Post	At cost price
35 days – Second notice	\$41 (to debtor)	Courier	At cost price
55 days – Third notice	\$90 (to debtor)	Archive retrieval	At cost price
75 days - Letter of demand	\$160 (to debtor)	Teleconference	At cost price
Engage solicitor + hand over file for legal claim	\$200 (to debtor)	Common seal	At cost price
Monitored file (includes legal monitor)	\$55/month (to debtor)	Title documents/searches	At cost price
Negotiated payment plan monitoring	\$22/month (to debtor)	Travel	At cost price



**Item D: Percentage increase:**

3%

**Item H: Disclosure of associates**

Nil

**Item I: Disclosure of commissions**

Providers and/or commissions may change during the Term.

Provider: Direct Insurance Brokers  
Commission: 15% to 20% of base insurance premium

Provider: Strata Community Insurance  
Commission: 20% of base insurance premium

**Item J: Module**

Accommodation

**Item K: Special Conditions (Including amendments to the Standard Conditions)**

- a) **Adjourned meeting location**  
To minimise travel costs for the Body Corporate, the Body Corporate directs the Manager to hold any adjourned general meeting at the Manager's office, unless the Nominee or Committee directs otherwise.
- b) **Electronic communication and voting**  
To minimise printing and postage costs for the Body Corporate, the Body Corporate directs the Manager to issue all body corporate correspondence (excluding levy notices) to lot owners by email by default, if the lot owner has supplied an email address to the Manager. Lot owners may opt-in to receive posted communication.
- c) **Records management**  
To minimise storage costs for the Body Corporate, the Body Corporate directs the Manager to destroy the Body Corporate's records after the records have been kept for the relevant required time under the Act and Module.
- d) **Instruction to Manager**  
To simplify the work flow between the Committee and Manager, the Body Corporate directs the Manager (in the absence of a specific direction by the Nominee) to carry out the Additional Services as required, at the determination of the Manager.
- Example: The Manager will automatically prepare and lodge the income tax return for the Body Corporate at the times determined by the ATO unless the Nominee directs otherwise.*
- e) **Standing direction to renew insurances by default**  
To ensure insurance cover is maintained, the Body Corporate directs the Manager (in the absence of any other direction from the Nominee or Committee) to renew the body corporate insurance policies with the incumbent insurer at the renewal date.
- f) **Increase to building sum insured**  
To ensure insurance cover is adequate, the Body Corporate directs the Manager (in the absence of any other direction from the Nominee or Committee) to increase the body corporate insurance building sum insured upon receipt of a professional insurance valuation which recommends a higher building sum insured or building replacement cost than is noted on the existing insurance policy.
- g) **Arrears recovery process and fees**  
To achieve effective levy arrears management, the Arrears Recovery process and Arrears Recovery fees (part of item C) may be adjusted by the Manager at its sole discretion during the Term.
- h) **Variation to standard condition clause 6.4**  
Standard Condition clause 6.4 is varied to the extent that the phrase "fee for the Agreed Services" is replaced with the phrase

"fee for the Agreed Services (item B) and Fixed fee for Agreed Services Disbursements (item E)".

- i) **Variation for South Bank Corporation Act 1989**  
If the Body Corporate is a Leasehold Building Units Plan registered under the South Bank Corporation Act 1989, the following variations to the Standard Condition shall apply:
- i. Clause 1.3(a) is amended to read: "Act" means the South Bank Corporation Act (Qld) 1989 containing the Modified Building Units and Group Titles Act (Qld) 1980;
  - ii. Clause 1.3(h) is amended to read: "Module" means any Regulation applying to the Leasehold Building Units Plan;
  - iii. Clause 1.3(m) is amended to read: "Scheme" means the Building Units Plan for which the Body Corporate is the body corporate;
  - iv. Item J: Module – does not apply
- j) **Variation for Building Units and Group Titles Act 1980**  
If the Body Corporate is a Building Units Plan or Group Titles Plan registered under the Building Units and Group Titles Act 1980, the following variations to the Standard Condition shall apply:
- i. Clause 1.3(a) is amended to read: "Act" means the Building Units and Group Titles Act (Qld) 1980;
  - ii. Clause 1.3(h) is amended to read: "Module" means any Regulation applying to the Building Units Plan or Group Titles Plan;
  - iii. Clause 1.3(m) is amended to read: "Scheme" means the Building Units Plan or Group Titles Plan for which the Body Corporate is the body corporate;
  - iv. Item J: Module – does not apply.
- k) **Audit cost for previous manager's financials**  
If the Body Corporate financial accounts are audited and the audit requires investigation or analysis of the financial accounts from before the Manager was appointed (e.g. when the financial accounts were managed by the Committee or by a former body corporate manager), the Manager's work to assist the auditor will be charged to the Body Corporate at hourly rates.
- l) **Information and Privacy Policy**  
The Body Corporate authorises the Manager to access, use and manage the personal information held by the Body Corporate in accordance with the Manager's Privacy Policy, which is published on the Manager's website.
- m) **Banking authority**  
The Body Corporate authorises the Manager to operate and manage the bank account/s in the name of the Body Corporate, including changing the banking financial institution on behalf of the Body Corporate at the Manager's discretion (for example to reduce banking fees for the Body Corporate).
- n) **Maintenance & contractors**  
The Body Corporate releases and indemnifies the Manager from any implied or expressed duty to ensure that the contractors engaged by the Body Corporate are properly qualified, licensed or insured, including in circumstances where the Body Corporate directs the Manager to issue a work order or other instruction to the contractor on behalf of the Body Corporate.
- Standard Condition Clause 9 specifically applies to this circumstance. Where the Body Corporate instructs the Manager to assist with arranging third-party contractors, the Body Corporate remains solely responsible for the performance of those third-party contractors and assumes all associated risks and liabilities.
- o) **Body corporate certificate**  
The Body Corporate authorises the Manager to prepare, sign and issue a Body corporate certificate on behalf of the Body Corporate.



## Administration Agreement: Engagement of a Body Corporate Manager

For use by SCA (Qld) members with a Corporate Membership

### Execution by Counterparts

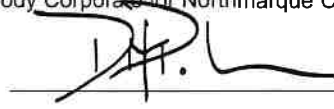
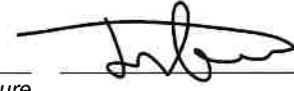
This Agreement may be executed in any number of counterparts and all counterparts taken together will constitute one instrument.

### Electronic Execution

The parties agree that this Agreement and any or similar or associated documents that are required to be signed by any Authorised Signatory for and on behalf of each party, may be signed, and are taken to have been signed, by that person using an electronic or digital signature.

### Body Corporate Execution


Signed for and on behalf of the Body Corporate for Northmarque CTS 43944 by its duly authorised representatives:

 _____ <i>Signature</i>	 _____ <i>Signature</i>
David M Pohlmann _____ <i>Print name</i>	Joshua Chevin _____ <i>Print name</i>
Secretary _____ <i>Designation/Committee position</i>	Treasurer _____ <i>Designation/Committee position</i>
03-Dec-2025 _____ <i>Date</i>	03-Dec-2025 _____ <i>Date</i>

Each of the persons above warrant that they hold the positions stated above and are duly authorised to sign this agreement on behalf of the Body Corporate.

### BCsystems Execution

EXECUTED by a duly authorised agent for and on behalf of Body Corporate Systems Pty Ltd pursuant to Section 126 of the Corporations Act 2001

 _____ <i>Signature</i>
TONY STEVENSON _____ <i>Print name</i>
3/12/2025 _____ <i>Date</i>

Must be reproduced in its complete and unaltered state.  
© Copyright SCA (Qld)