

## 1 Supply of Services

### 1.1 Nature of this contract

This contract is for the supply of administration services to be performed by Tracsafe in order to re-establish an existing body corporate where the administration of the body corporate has lapsed and the records of the body corporate are substantially lost or proving difficult to recover. This contract is valid for body corporate entities that are located within the boundaries of Queensland and regulated by the body corporate and Community Management Act. All of these services will be performed remotely.

### 1.2 Contract price and payment

The price for this contract is fixed and is stated on the Tracsafe invoice. The invoice is payable in full and in advance of the delivery of the services defined in Section 4 – Inclusions. (The money for payment of services to 3rd parties stated in Section 4 is not an inclusion of the contract price)

### 1.3 Contract commencement

The contract commences when the invoice is paid but not until the motion in section 9 is agreed to by all lot owners.

### 1.4 Contract term and contract validity

The contract term finishes upon the earlier date of either - three months after the commencement date of this contract or when a general meeting of the body corporate is held and all business on the agenda is completed.

### 1.5 Hours of business

Tracsafe services are delivered during weekday business hours only.

## 2 Body corporate responsibilities

### 2.1 Authority to engage

The parties entering into this contract with Tracsafe warrant that collectively they are the owners of all lots in the body corporate and that the execution of existing body corporate duties has lapsed. The parties entering into this contract warrant that all lot owners of the body corporate have been provided with a copy of this contract and the associated invoice. The parties entering into this contract warrant that a representative of each and every lot has signed this contract.

### 2.2 Information and actions

Lot owners must respond in a reasonable timeframe to requests for information by Tracsafe. Lot owners must unilaterally advise Tracsafe of any relevant change to the body corporate.

## 3 Authorised powers

### 3.1 Authorised Powers

Acceptance of this contract authorises Tracsafe until the termination of the contract - to administer the funds of the body corporate in accordance with the requirements of the BCCM Act; to execute the administrative duties set out in the inclusions and optional services of this contract; to chair general meetings as permitted by the Act; to sign and seal notices and certificates and meeting minutes on behalf of the body corporate; to seek quotations and authorise minor repairs and maintenance that are of a routine nature; and to perform any other task as directed by the committee.

## 4 Inclusions

### 4.1 ABN and GST

Tracsafe will recover the current status of the body corporate with respect to ABN and GST registration.

### 4.2 General meeting

Tracsafe will prepare, convene and minute either an EGM or AGM depending upon the body corporate's financial year end date. The general meeting will re-establish the body corporate committee; agree a budget and levies up until the next AGM; approve motions relevant to body corporate Management; and consider any other relevant motions to the re-establishment of the body corporate. All printing, postage and stationery costs associated with the meeting are an inclusion of the contract. The general meeting will be held at a mutually agreed time and may be outside the normal hours of business of Tracsafe. Tracsafe will attend the meeting remotely using an audio-conference service that is an inclusion of the fixed contract. Costs for Tracsafe to attend in person or costs for any venue hire are not an inclusion of the contract.

### 4.3 DIY-BC subscription and web portal setup

A one year subscription (starting from contract commencement) to Tracsafe's web portal software service is an inclusion of this contract. Tracsafe will configure the Tracsafe web portal ready for subsequent use by the committee and will update the web portal during the term of this contract.

## 4.4 Registers

Tracsafe will establish all the registers required by the Act.

## 4.5 Body corporate seal

Tracsafe will have made and keep safe the seal of the body corporate unless it already exists.

## 4.6 Valuation and sinking fund forecast

Tracsafe will make recommendations to the body corporate for the selection of a quantity surveyor to make an independent building valuation for full replacement value (as required by the Act) and sinking fund forecast (if required).

## 4.7 Insurance

Tracsafe will request insurance quotations from Direct Insurance Brokers Pty Ltd that are in accordance with the requirement of the Act. Tracsafe will facilitate the preparation, submission and processing of insurance claims on behalf of the body corporate for policies insured through Direct Insurance Brokers Pty Ltd. (When insured through other parties, the committee will need to perform these tasks)

## 4.8 Bank account

If the body corporate intends to enter into a Tracsafe Bookkeeping or Full Service administration agreement, Tracsafe will open, maintain and operate the bank account/s of the body corporate in accordance with the Act. For administration efficiency, the account is required to be opened through the Bank nominated by Tracsafe (Macquarie). In other cases, Tracsafe will advise and assist the committee to establish a bank account of their choosing.

## 4.9 Committee meetings and minutes initiated by Tracsafe

Committee meetings initiated by Tracsafe are an inclusion as is the preparation and distribution of minutes. Committee meetings and discussions initiated by Tracsafe will be conducted remotely and through electronic mechanisms.

## 4.10 Records

Tracsafe will establish and maintain all body corporate records in accordance with the Act.

## 4.11 Supply of information to a 3<sup>rd</sup> party

Tracsafe will generate and supply information on behalf of the body corporate as required by the BCCM Act to 3<sup>rd</sup> party individuals and organisations. Tracsafe reserves the right to invoice the 3<sup>rd</sup> party and collect monies in its own name for the supply of the information.

## 4.12 By-law contravention notices

Tracsafe will issue Contravention notices by email and regular post that have been authorised by the committee and for which input regarding the contravention has been fully and completely provided by the committee.

# 5 Optional inclusions

## 5.1 Community Management Statement

Tracsafe will recover the current Community Management Statement applicable to the body corporate if it cannot be found by the lot owners. There is an additional charge of \$50 to cover the government costs payable as part of the recovery process.

## 5.2 Survey plan

Tracsafe will recover the current survey plan applicable to the body corporate if it cannot be found by the lot owners. There is an additional charge of \$50 to cover the government costs payable as part of the recovery process.

## 5.3 Specified two-lot schemes module regulation conversion

If stated on the invoice, Tracsafe will undertake all actions to convert the body corporate to the 'Specified two-lot schemes module' regulation.

# 6 Exclusions

## 6.1 Chapter 3 Part 5 engagement (No committee)

This contract is NOT an engagement for Tracsafe services in accordance with Chapter 3 Part 5 of the Standards Module or Chapter 3 Part 5 the Small Schemes Module or Chapter 3 Part 5 the Accommodation Module.

## 6.2 Property other than common property

Tracsafe will not arrange the maintenance or repair of lots on behalf of tenants or owners where the action is not related to body corporate common property.

### **6.3 Insurance advice**

Tracsafe is not an 'Authorised Representative' of an Australian Financial Services Licensee. As a consequence of the Financial Services Reform Act, Tracsafe cannot provide insurance advice to the committee or lot owners. We rely on an Insurance broker to provide this information and advice to the committee and lot owners.

### **6.4 Taxation**

Preparation of GST returns, Tax Returns, and BAS statements do not form part of this contract. If required, preparation by a 3<sup>rd</sup> party can be arranged.

### **6.5 By-law warnings to lot owners and residents**

Tracsafe will not issue through any communication channel a warning to a resident or lot owner with respect to a by-law. Tracsafe will only issue Contravention Notices as per our inclusion clause stated in the previous section.

### **6.6 Local venue hire**

Any venue hire costs are a direct expense payable by the body corporate.

## **7 Termination of the contract**

### **7.1 Natural completion**

Upon the natural completion of the contract, Tracsafe will forward all records and documentation to a nominated Australian service address within 30 days. Tracsafe will also advise the committee nominee of the master username and password for the Tracsafe web portal access.

### **7.2 Termination by the body corporate**

The body corporate may terminate this contract at any time in the ways specified by the Act. There is no refund.

## **8 Indemnity**

The body corporate indemnifies and keeps indemnified Tracsafe against any damages, losses, liabilities, costs, expenses or claims incurred by Tracsafe (including Tracsafe 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 Tracsafe acting incompetently or negligently.

## **9 Code of conduct**

### **9.1 Commissions**

Tracsafe may receive a relevant commission from Insurance organisations. Where a commission is received, it shall be fully disclosed to the body corporate. Tracsafe does not and will not receive commissions or benefits from any other 3<sup>rd</sup> party organisations for any service delivered by the 3<sup>rd</sup> party for the benefit of the body corporate.

### **9.2 Compliance, disclosure and responsibility**

Tracsafe shall comply with the BCCM Act and the associated regulation module at all times. Tracsafe will disclose all conflicts of interest and any non-arms-length relationships with 3<sup>rd</sup> party organisations. Tracsafe maintains professional indemnity insurance of \$2,000,000 and public liability cover of \$5,000,000. Tracsafe is a corporate member of Strata Community Association (SCA) and complies with their code of practice.

## 10 Motion of all lot owners

The following motion must be affirmed by all lot owners in order for this contract to be effective. The signature of a lot owner is an affirmation that the lot owner agrees with the motion -

*“that Tracsafe be appointed the body corporate manager in accordance with the terms of this contract”*

<b>LOT(s)</b>	
<b>OWNER(NOMINEE)</b>	
<b>EMAIL ADDRESS</b>	
<b>SIGNATURE/DATE</b>	

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Attach more pages if required.