

1 Supply of Services

1.1 Nature of this contract

This contract is for the principle purpose of registering a new Community Management Statement (CMS) for a duplex body corporate that intends to be regulated by the 'Specified Two-lot scheme module'. This contract is valid for bodies corporate located within the boundaries of Queensland and who are already governed by the Body Corporate and Community Management Act 1997 and are currently regulated by either the Standard or Small Schemes regulation module.

1.2 Body corporate manager

This contract authorises Tracsafe and its employees to perform the function of a body corporate manager as defined in the Act with the very specific power to enable the creation and successful registration of a new CMS based on the requirements of the body corporate.

1.3 Fee and contract term

The price for the fixed service component of this contract is stated in Schedule 1 and the contract commences when the invoice is paid. The contract term is no more than one year and terminates when the new CMS is recorded by the Queensland Titles Registry. The fee is refundable if the failure to register the new CMS is attributable to Tracsafe's non-performance.

1.4 Contract early termination

Tracsafe may terminate this agreement if the existing CMS of the body corporate has deficiencies that would jeopardise the successful registration of a new CMS. Tracsafe will refund amounts paid with the exception of the current CMS recovery fee (if applicable).

1.5 Hours of business

Tracsafe services are delivered during weekday business hours only.

2 Body Corporate Responsibilities

2.1 Authority to engage

The body corporate warrants that this contract document has been made available for review by all lot owners and that all lot owners have agreed in principle to the intentions of this contract.

2.2 Information and actions

The body corporate must respond in a reasonable timeframe to requests for information by Tracsafe. The body corporate must undertake actions, requested by Tracsafe, in a reasonable timeframe.

3 Authorised Powers

3.1 Authorised powers

Acceptance of this contract authorises Tracsafe until the termination of the contract – to be custodian of the body corporate seal and records; to administer the funds of the body corporate in accordance with the requirements of the Act; to execute the administrative duties set out in the inclusions and optional services of this contract; to sign and seal notices and certificates on behalf of the body corporate; to open and operate a bank account in the name of the body corporate.

4 Inclusions

4.1 Community Management Statement

Tracsafe will prepare and submit a new community management statement based on the requirements of the body corporate.

4.2 Lot owner agreements

Tracsafe will issue a draft lot owner agreement which the lot owners can customise to their own needs. The draft lot owner agreement has been written in accordance with the Act and to the standard of a competent body corporate manager.

4.3 Web portal setup

Tracsafe will configure the Tracsafe web portal ready for first time use by the lot owners once the body corporate provides all relevant body corporate documentation and once the CMS has been recorded.

4.4 Web portal subscription

A subscription to the Tracsafe web portal is an inclusion. The expiry of the web portal subscription is set to the same date as the expiry of the body corporate insurance. The price of subscription renewal is stated in Schedule 1.

5 Optional inclusions

5.1 Current Community Management Statement

Tracsafe will recover the current Community Management Statement applicable to the body corporate if the current CMS cannot be provided by the lot owners. The fee is stated in Schedule 1.

5.2 Common seal

Tracsafe will have made a new common seal if the existing one cannot be provided by the lot owners or if it is inadequate. The fee is stated in Schedule 1.

5.3 New or modified exclusive use area drawing

Tracsafe will, if required, create an exclusive use area drawing, subject to our capabilities and within the requirements of the Act. The fee is stated in Schedule 1.

5.4 Address for service

Tracsafe will, if required, submit a change of address form to Titles Office. The fee is stated in Schedule 1.

6 Exclusions

6.1 Expenses of documentation sent by lot owners or committee to body corporate

Tracsafe is not responsible for the cost of transporting/couriering/posting any records and/or documentation sent to us, at our request or otherwise.

6.2 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 lot owners. We rely on an Insurance broker to provide this information and advice to lot owners.

6.3 By-law wording

Tracsafe is not responsible for the wording of any by-law that is being created or modified as part of this new CMS.

6.4 By-law validity

Tracsafe is not responsible for confirming the validity, or otherwise, of any by-law in the new CMS.

6.5 General meetings

Tracsafe is not responsible for the issuing, convening, attending or minuting any general meeting in cases where it is required.

6.6 Motion of all lot owners

Tracsafe is not responsible for the securing of signatures on a 'motion of all lot owners' where such a document is required.

6.7 Committee meetings

Tracsafe is not responsible for the issuing, convening, attending or minuting any committee meetings.

7 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.

Schedule 1

Prepare and submit new CMS including all Queensland Titles Registry fees	\$650 inc GST
Recover current CMS (if it cannot be provided)	\$50 inc GST
Have a new common seal made (if it cannot be provided)	\$50 inc GST
Optionally include change of address for service of the body corporate in submission to Titles	\$50 inc GST
Optionally create or alter exclusive use areas in CMS	\$100 inc GST
Web portal subscription renewal (yearly and subsequent to this contract)	\$96 inc GST