

1 Supply of services

1.1 Nature of this contract

This contract is for the sole purpose of registering a new Community Management Statement (CMS). This contract is valid for bodies corporate located within the boundaries of Queensland and who are subject to the Body Corporate and Community Management Act 1997.

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 create and successfully register a new CMS based on the requirements of the body corporate.

1.3 Fee and contract commencement

The price for the fixed service component of this contract is stated in Schedule 1 and the contract commences when the invoice is paid.

1.4 Contract term and contract validity

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.

1.5 Contract 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).

2 Body corporate responsibilities

2.1 Authority to engage

The committee warrants that all necessary body corporate resolutions have been passed so as to authorise the body corporate to enter into this contract. The committee warrants that this contract document has been made available for review by all lot owners. The committee warrants that Tracsafe's fixed fee has been advised to all lot owners.

2.2 Committee nominee

The committee must nominate a person who shall be responsible for interacting on a routine basis with Tracsafe in the execution of this contract. In the absence of any nomination, the secretary is assumed to be nominated.

2.3 Existing body corporate manager agreement

The committee warrants that the acceptance of this contract is not precluded by any exclusivity terms stated in any current body corporate administration agreements.

2.4 Exclusive use of authorised powers

The committee warrants, for the term of the contract, that Tracsafe is the only party given the authorised powers stated in this contract.

2.5 Common seal and current CMS

The body corporate shall make available, at Tracsafe offices, a copy of the current CMS and the physical common seal of the body corporate for the duration of the contract.

3 Authorised powers

Body corporate motions will be formulated by Tracsafe for subsequent consideration by the body corporate to enable Tracsafe until the termination of the contract - to prepare a new Community Management Statement and to sign, seal, and submit the new CMS and associated General Request Form 14 to the Queensland Titles Registry on behalf of the body corporate.

4 Inclusions

4.1 Documentation for general meeting (annual or extraordinary)

Tracsafe shall prepare documentation (in cases where a general meeting is required) for consideration by the committee, and for subsequent consideration by the body corporate, that shall be necessary and sufficient to enable a new CMS to be successfully registered with the Queensland Titles Registry. In the case of an annual general meeting, only the relevant motions will be provided.

4.2 Documentation for motion of all lot owners

Tracsafe shall prepare 'motions of all lot owner' documentation (in cases where such motions are sufficient) for consideration by the committee, and for subsequent consideration by the body corporate, that shall be necessary and sufficient to enable a new CMS to be successfully registered with the Queensland Titles Registry.

4.3 CMS and Queensland Titles Registry

Tracsafe will prepare the new CMS and all associated documentation and submit the documentation to the Queensland Titles Registry.

4.4 Queensland Titles Registry fees

The Queensland Titles Registry submission fees (including any resubmission fees where the rejection is attributable to a Tracsafe error) are an inclusion of this contract.

4.5 Registration confirmation statement

Tracsafe will forward to the Committee nominee a copy of the new CMS (as submitted to Queensland Titles Registry) together with the registration confirmation statement showing that the new CMS has been recorded.

4.6 By-law general advice

Tracsafe will provide general advice, to the standard of a competent body corporate manager, about by-laws.

5 Exclusions

5.1 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.

5.2 By-law validity

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

5.3 General meetings

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

5.4 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.

5.5 Committee meetings

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

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 (simple)	\$100 inc GST
Optionally create or alter exclusive use areas in CMS (complex)	\$200 inc GST
Recover the newly recorded imaged CMS from Titles	\$50 inc GST