# Contract of appointment: owners corporation manager

*Owners Corporations Act 2006* Section 119, Owners Corporations Regulations 2018 and Owners Corporation Rules

This contract must be completed in accordance with the Owners Corporation Rules, *Owners Corporations Act 2006*, Owners Corporations Regulations 2018 and *Australian Consumer Law and Fair Trading Act 2012*.

## Details of Owners Corporation

|  |  |
| --- | --- |
| Owners corporation number |  |
| Name of Owners Corporation |  |
| Plan number of Owners Corporation |  |
| Name of property |  |
| Address of property |  |
| ABN |  |

## Representatives of the Owners Corporation

|  |  |
| --- | --- |
| Name of main representative |  |
| Position held in Owners Corporation |  |
| Telephone number |  |
| Fax |  |
| Email |  |
| Name of alternative representative (if any) |  |
| Telephone number |  |

## Details of Manager

|  |  |
| --- | --- |
| Manager registration number |  |
| Name of Manager (company or individual) |  |
| Business address |  |
| Telephone number |  |
| Fax |  |
| Email |  |
| ABN |  |
| ACN |  |
| Other trading/business name(s) (if applicable) |  |

## Term of appointment

|  |  |
| --- | --- |
| Number of years (no more than 3 years)  |  |
| From (commencement date) |  |
| To (expiry date) (if applicable) |  |

## Insurance

### Manager’s professional indemnity insurance details

|  |  |
| --- | --- |
| Name of insurer |  |
| Name of policy holder |  |
| Policy number |  |
| Date policy commenced |  |
| Date policy expires |  |
| Level of cover |  |

### Australian Financial Services Licence and authorisations

| Details of insurance services (dealing and advising service) |  |
| --- | --- |
| Authorising licensee(s) |  |

### Insurance agency fee and commissions

|  |
| --- |
|  |

## Fees and services

All fees must be listed and include GST.

### Annual fee and services

|  |  |
| --- | --- |
| Total annual fee | $ |
| How often paid (annually, ½ yearly, quarterly, monthly or other) |  |

| Description of services to be provided by Manager in respect of annual fee payment |
| --- |
|  |

### Additional services paid by hourly rate or fixed fee

|  |  |
| --- | --- |
| Hourly rate | $ |
| Chargeable as follows |  |
| How often paid |  |

| Description of services to be provided by Manager on hourly rate or fixed fee basis | Amount |
| --- | --- |
|  |  |

### Disbursement fees

|  |  |
| --- | --- |
| How often paid |  |

| Description of disbursement fees to be claimed by Manager | Amount |
| --- | --- |
|  |  |

### Review of fees

(detail any review dates and CPI requirements)

|  |
| --- |
|  |

## Delegations to Manager

|  |
| --- |
| * 1. The Owners Corporation may by instrument delegate any power or function of the Owners Corporation other than a power or function that requires a unanimous resolution or a special resolution.
 |

## Authority to pay

The Owners Corporation authorises the Manager to disburse Owners Corporation funds for the purpose of:

|  |
| --- |
|  |

## Duties/obligations of the Manager

The Manager must perform the following duties and adhere to the following obligations:

|  |
| --- |
| * 1. Act honestly and in good faith in the performance of the Manager’s functions.
	2. Exercise due care and diligence in the performance of the Manager’s functions.
	3. Not make improper use of the Manager’s position to gain, directly or indirectly, an advantage personally or for any other person.
	4. Hold all money held on behalf of the Owners Corporation on trust for the Owners Corporation.
	5. Account separately for the money held by the Manager for each Owners Corporation on the plan of subdivision.
	6. Hold all money held on behalf of separate Owners Corporations on trust in separate bank accounts except where expressly permitted under the Owners Corporations Act 2006.
	7. Report at the Annual General Meeting.
	8. Take reasonable steps to ensure that any goods or services procured on behalf of the Owners Corporations are procured at competitive prices and on competitive terms.
	9. Not exert pressure on any member of the Owners Corporation in order to influence the outcome of a vote or election held by the Owners Corporation.
	10. Give written notice to the Chairperson of the Owners Corporation of any commission, payment or benefit that the Manager is entitled to receive from any contract for the supply of goods or services to an Owners Corporation before entering into the contract.
	11. Disclose any beneficial relationship the Manager may have with a supplier or proposed supplier of goods and services to the Manager.
	12. Comply as soon as possible with any reasonable request made by an Owners Corporation for copies of financial statements of bank accounts.
 |

## Transfer/assignment of this appointment

The Manager may transfer or assign this Appointment in the following ways:

|  |
| --- |
|  |

## Indemnities

The Owners Corporation will indemnify the Manager from:

|  |
| --- |
|  |

## Termination of Manager’s appointment

The Manager’s appointment may be terminated in the following ways:

|  |
| --- |
|  |

If the Manager’s appointment is terminated the following conditions/obligations will apply:

|  |
| --- |
| 8.1 The Manager must return to the Secretary of the Owners Corporation all records relating to the Owners Corporation within 28 days of their termination. |

## Obligations of the Owners Corporation

The Owners Corporation must:

|  |
| --- |
| * 1. In carrying out its functions and powers act honestly and in good faith, and must exercise due care and diligence.
 |

## Dispute/complaints process

The Manager and Owners Corporation must adhere to the following dispute/complaints process in accordance with Part 10 of the *Owners Corporations Act 2006* and the Owners Corporation Rules:

|  |
| --- |
|  |

## Additional conditions/provisions

The following additional conditions/provisions apply:

|  |
| --- |
|  |

## Definitions/Interpretations

|  |
| --- |
|  |

## GST

|  |
| --- |
|  |

## Declarations and signatures

### Owners Corporation declaration and signature

The Owners Corporation hereby appoints the Manager specified in this contract to carry out the duties and meet the obligations specified in this contract and act on behalf of the Owners Corporation in accordance with the *Owners Corporations Act 2006*, Owners Corporations Regulations 2018 and Owners Corporation Rules.

### Witness 1

|  |  |
| --- | --- |
| Signature of witness |  |
| Name of witness (print full name) |  |
| Address of witness |  |
| Position (lot owner or director) |  |
| Date |  |

### Witness 2

|  |  |
| --- | --- |
| Signature of witness |  |
| Name of witness (print full name) |  |
| Address of witness |  |
| Position (lot owner or director) |  |
| Date |  |

### Appointed Manager declaration and signature

I agree to carry out the duties and meet the obligations specified in this contract. I agree to act on behalf of the Owners Corporation in accordance with the *Owners Corporations Act 2006*, Owners Corporations Regulations 2018 and Owners Corporation Rules.

|  |  |
| --- | --- |
| Signature |  |
| Name (print full name) |  |
| Address |  |
| Position (if corporation) |  |
| Date |  |
| Company seal (if applicable) |  |

## Information for owners corporations

This page is for information only and does not need to be included as part of the contract.

### Appointment and removal of a Manager

A Tier One Owners Corporation must appoint a person (does not have to be a Lot Owner) or corporation to be a Manager, unless it opts out of this requirement through a special resolution.

Non-Tier One Owners Corporations may appoint a person (does not have to be a Lot Owner) or corporation to be the Manager of the Owners Corporation.

The initial owner of the land (the developer) cannot appoint itself or an associate as Manager of the Owners Corporation.

The instrument or contract of appointment must be in the approved form.

### Manager registration

If the Manager is to receive a fee or reward for carrying out the functions of Manager they must be registered with the Business Licensing Authority (BLA).

You are not eligible to register as a Manager if:

Individuals:

* you are under 18 years of age
* are a represented person within the meaning of the *Guardianship and Administration Act 1986*
* are insolvent under administration
* have been convicted or found guilty of certain offences.

Corporations:

* has a director that is a represented person within the meaning of the *Guardianship and Administration Act 1986*
* is an externally administered body corporate
* has a director that has been convicted or found guilty of certain offences.

### Can owners corporations change the contract?

The layout of the contract can be varied to suit computer generated systems and mailing processes but must contain the information specified in the approved form.

The information contained in the contract must be in accordance with the Owners Corporation Rules, *Owners Corporations Act 2006*, Owners Corporations Regulations 2018 and *Australian Consumer Law and Fair Trading Act 2012*.

### For more information

More information is available in the [Owners Corporations section of the Consumer Affairs Victoria website](http://www.consumer.vic.gov.au/ownerscorp) (consumer.vic.gov.au/ownerscorp).