

# VILLAGENT MANAGEMENT LIMITED MANAGEMENT AND SERVICE AGREEMENT

## BROWN ACRE VILLAS

**THIS AGREEMENT** is made the ..... day of ..... 2025

**BETWEEN** **VILLAGENT MANAGEMENT LIMITED** a duly incorporated company having its registered office at Christchurch (hereinafter with its successors referred to as "the Manager") of the one part

**AND** ..... (hereinafter referred to as "the Proprietor") of the other part

### WHEREAS

1. The Proprietor is the purchaser of Unit ..... (hereinafter called "the Unit") in Brown Acre Villas, 53 Parker Street, Motueka.
2. The parties hereto have reached agreement on the provision of certain management, services and facilities by the Manager to the Proprietor and the payment therefore by the Proprietor.

### NOW THEREFORE IT IS AGREED AS FOLLOWS:

#### I. TERM

- 1.0 The term of the Agreement shall be from the date that the Proprietor owns the unit until the date the Proprietor ceases to own the said Unit.

#### II. MANAGEMENT LEVY

- 2.0 In consideration of and conditional upon the payment by the Proprietor to the Manager of the fortnightly amount detailed in the Schedule hereto (hereinafter called "the Management Levy") the Manager agrees:
  - 2.1 To provide from the commencement of the Proprietor's (or any other occupiers) residency in the said Unit for the balance of the term of this Agreement the following services:
    - 2.1 - 1 A once-weekly rubbish collection and removal.
    - 2.1 - 2 Maintenance and upkeep (other than of a structural nature) of Common Property.
    - 2.1 - 3 Exterior maintenance (but excluding structural maintenance) of all units (including the Unit) and any garage comprising any accessory unit. For the purposes of this clause,

maintenance means the periodic washing of the exterior of the Unit; when required in the reasonable opinion of the Manager, re-painting of timber cladding and any painted items (but not including any items with a factory coated finish such as aluminium windows, garage doors, roof, etc). All structural maintenance is excluded.

- 2.1 - 4 To collect and pay the proprietors share of body corporate insurance premiums.
- 2.1 - 5 A bi-monthly cleaning of the outside of all exterior windows. It is acknowledged by the Proprietor that this schedule may change from time to time subject to weather and operational requirements.
- 3.0 (a) The Proprietor shall pay the Management Levy fortnightly in advance without any deductions or set-off by automatic payment authority direct to the Manager or in such other manner as the Manager shall from time to time direct. If the Proprietor defaults in payment of the Management Levy for 14 days then the Proprietor shall pay to the Manager on demand interest at the rate of eighteen (18%) per annum on any such Manager levy unpaid from the due date for payment down to the date of payment. Interest will be compounded on a six monthly basis.
- (b) It is acknowledged by the parties that the Management Levy does not include an allowance for payment of local body rates on the Unit of the Proprietor. The Proprietor shall also arrange and be responsible for the Proprietors own contents/households insurance.
- 4.0 The Unit is separately metered for electricity and the Proprietor will receive and be responsible for direct payment of the electricity charges. Common Property lighting will be payable by the proprietor through the Body Corporate Levy.
- 5.0 The Unit has a private telephone connection. The Proprietor will be responsible for all equipment and telephone charges relating to any telephone in the Unit.
- 6.0 GST shall be payable by the Proprietor on all levies and any other payments pursuant to this Agreement such GST to be paid at the same time as the substantive payments fall due.
- 7.0 All differences and disputes which may arise between the Manager and the Proprietor touching or concerning the covenants herein set out or any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents or otherwise in relation to the said Unit except as otherwise expressly provided shall be referred to the arbitration of a single arbitrator in case the parties can agree upon one and failing agreement upon a single arbitrator then to the arbitration of a single arbitrator to be appointed by the President for the time being of the Wellington District Law Society in accordance with the Arbitration Act 1908 or any amendment therefor or re-enactment thereto for the time being in force.
- 8.0 In recognition of the lifestyle village nature of Brown Acre Villas the Proprietor warrants and undertakes either that the Proprietor (and each of them if more than one – or any occupier) is not less than fifty (50) years of age at the date of this Agreement or, if less than 50, the consent in writing of the Committee of the Body Corporate has been obtained to the transfer of the Unit to the Proprietor and that the Proprietor will not without the prior consent in writing of the Committee of the Body Corporate had and obtained on each occasion allow the Unit to be

occupied by any person under fifty (50) years of age or any continual period in excess of two weeks.

- 9.0 The Proprietor acknowledges that the Manager has at the date of this Agreement entered into a management agreement with the Body Corporate of Brown Acre Villas for the performance and undertaking by the Manager of certain powers and duties of the Body Corporate ("the Brown Acre Villas Body Corporate Management Agreement"). The parties hereto acknowledge that the cancellation, duplication of any right or obligation, invalidity (in whole or in part) or any variation of the said Brown Acre Villas Body Corporate Management Agreement will not effect the rights and obligations of the parties hereto under this Agreement.
- 10.0 On each and every anniversary of the date of the 1<sup>st</sup> day of April (each called "the relevant review date") the new annual Management Levy payable from the relevant review date shall be the Management Levy payable during the period of twelve (12) months immediately preceding the relevant review date adjusted by a percentage equal to the movement in the Consumers Price Index (All Groups) for the four (4) quarters ending on the 31<sup>st</sup> day of December immediately preceding the relevant review date.
- 11.0 In the event that any provision of this agreement should be or become or be held to be invalid, illegal or unenforceable by any Court or any administrative body of competent jurisdiction, illegal, invalid or unenforceable such provision shall not bind the parties but the illegality, invalidity or unenforceability of that provision shall not affect or impair the other provisions of this Agreement which shall remain in full force and effect. The parties shall endeavour, in each such case, to replace the illegal, invalid or unenforceable provision to like effect in accordance with spirit of this Agreement or act as if such provision had been settled.

**THE SCHEDULE**

(hereinbefore referred to)

For Units built with Floor Plan 1, 2, 4 or 5 the sum of **\$187.52** payable each fortnight including GST applied as to \$62.92 Management Fee and \$30.84 Body Corporate Levy per week.

For Units built with Floor Plan 3 the sum of **\$184.18** payable each fortnight including GST applied as to \$62.92 Management Fee and \$29.17 Body Corporate Levy per week

**DATED** the day and year first hereinbefore written.

**SIGNED** by **VILLAGENT MANAGEMENT LIMITED** )

by its duly authorised officer

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D A O'Rourke

in the presence of:

Witnesses signature:

Name of Witness:

Occupation of Witness:

Address of Witness:

**SIGNED** by the said

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in the presence of:

) \_\_\_\_\_

Witnesses signature:

Name of Witness:

Occupation of Witness:

Address of Witness: