PRACTICAL LAW · ILLUSTRATED BILINGUAL GUIDE · CHAPTER EDITION

Queensland Management Rights Assignment Guide

昆士蘭管理權轉讓指南

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ENGLISH & TRADITIONAL CHINESE

CHAPTER 4 第4章

04

The Seller's Perspective

賣方的角度

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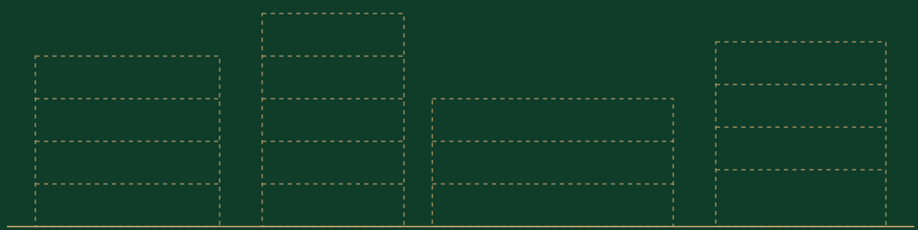
6節 · 全書第24至29頁



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STANDALONE CHAPTER EDITION

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Kevin Pai is a Partner of Bugden Allen Group Legal. His work focuses on strata and community title development, complex and mixed-use titling, project restructuring, body corporate governance and management rights. He acts for developers, bodies corporate, resident managers, financiers, investors and overseas participants on transactions, governance and disputes.

白宗翰是Bugden Allen Group Legal合夥人。他專注於分層及社區產權發展、複雜及混合用途產權架構、項目重組、業主法人團體治理及管理權，並為發展商、業主法人團體、駐場管理人、融資機構、投資者及海外參與者處理交易、治理及爭議事宜。

Kevin is an honours law graduate of the University of Queensland and a member of the Australian College of Strata Lawyers, the Urban Development Institute of Australia (Queensland) and Strata Community Association (Queensland). He acts on both sides of the management rights relationship, which is the reason this guide is written from three perspectives rather than one.

白宗翰以榮譽成績畢業於昆士蘭大學法律系，並為澳洲分層產權律師學院、澳洲城市發展學會（昆士蘭）及昆士蘭分層社區協會成員。他同時代表管理權關係的雙方，這也是本指南以三個角度而非單一角度撰寫的原因。

PRACTICE	FIRM	MEMBERSHIPS
Strata & community title development 分層及社區產權發展	Bugden Allen Group Legal 合夥人	ACSL · UDIA (Qld) · SCA (Qld) 專業學會成員

Reader note

讀者須知

IMPORTANT 重要提示

This guide is general educational information, not legal, financial, tax or investment advice. Outcomes in a management rights transaction turn on the actual caretaking agreement, letting authorisation, community management statement, applicable regulation module and current law. Obtain independent Queensland legal advice before signing a contract, granting or withholding approval, waiving a condition, or settling.

本指南僅提供一般教育資訊，並非法律、財務、稅務或投資意見。管理權交易的法律結果，取決於實際的看管合約、出租代理授權、社區管理聲明、適用規管模組及現行法律。在簽署合約、給予或拒絕批准、豁免條件或完成交割前，應取得獨立的昆士蘭法律意見。

Terminology follows the statute. The Body Corporate and Community Management Act 1997 (Qld) speaks of a "service contractor" and a "letting agent"; the market speaks of a "caretaker", an "onsite manager" or a "resident manager". Where the legal consequence depends on the statutory category, this guide uses the statutory word. Traditional Chinese terms follow the standard Australian strata glossary; where a translation differs from the English text, the English text governs.

本指南術語以法例為準。《1997年業主法人團體及社區管理法》（昆士蘭）使用「服務承辦商」及「出租代理」，市場則慣稱「看管人」、「駐場經理」或「駐場管理人」。凡法律後果取決於法定分類者，本指南一律採用法定用語。繁體中文詞彙依據澳洲分層產權標準詞彙表；如譯文與英文有異，概以英文為準。

Editorial method

編寫方法

Each subject first identifies the legal structure, then explains how it operates in practice, then states the consequence for the party whose perspective is under discussion. Chapters 1 and 2 establish the framework common to all three parties. Chapters 3, 4 and 5 take the body corporate, the seller and the buyer in turn. Chapter 6 addresses what happens when an assignment fails.

每個主題先確認法律架構，再說明其實際運作，最後指出對所討論一方的後果。第1章及第2章建立三方共通的法律框架；第3、4、5章分別處理業主法人團體、賣方及買方；第6章處理轉讓失敗時的情況。

Legislation current to 6 August 2026.

法例資料截至2026年8月6日。

CHAPTER 4 · 第4章

04

The Seller's Perspective

賣方的角度

A seller of management rights is selling a contractual position that a third party has to approve. That single fact shapes everything: the preparation, the contract, the timetable and the seller's residual exposure after settlement.

管理權賣方所出售的，是一項須經第三方批准的合約地位。單憑此點，便決定了一切：準備工作、合約條款、時間表，以及賣方在交割後的剩餘責任。

4.1

Preparation begins well before the market

準備工作須遠早於推出市場

The value of the business is a function of net profit and unexpired term. Both are capable of being improved before sale, and neither can be improved quickly. A top-up motion requires a general meeting, which requires notice, which requires a committee willing to put the motion. A seller who decides to sell and then discovers that four years remain has left the work too late.

業務價值取決於淨利潤及餘下年期，兩者均可在出售前改善，惟均無法速成。續期補足動議須經業主大會，業主大會須發出通知，而通知又須有願意提交該動議的委員會。賣方若決定出售後方發現只餘四年年期，準備工作已然過遲。

The same applies to compliance. An outstanding remedial action notice, an unresolved complaint history, an unapproved alteration to common property or a lapsed licence each become disclosure items and negotiating leverage for the buyer. They are cheaper to fix as the incumbent than to warrant as the seller.

合規事項亦然。未處理的補救行動通知、未了結的投訴記錄、未經批准改動共有財產，或已失效的牌照，均會成為披露事項及買方的議價籌碼。以現任管理人身分修正，成本遠低於以賣方身分作出保證。

PRACTICAL CHECKLIST 實務清單

- Confirm the unexpired term and whether a top-up is realistic with this committee.
- Close out every remedial action notice and documented complaint.
- Reconcile the letting appointments against the units actually in the pool.
- Check the transfer fee position against your own initial contract date.
- Obtain the financier's in-principle position on release before listing.

- 確認餘下年期，並評估在現屆委員會下續期補足是否實際可行。
- 了結每份補救行動通知及有記錄的投訴。
- 核對出租委任與實際列入出租組合的單元。
- 按你本身的首份合約日期，查核轉讓費的適用情況。
- 在放盤前，取得融資機構就解除擔保的原則性立場。

4.2

The contract and its conditions

合約及其條件

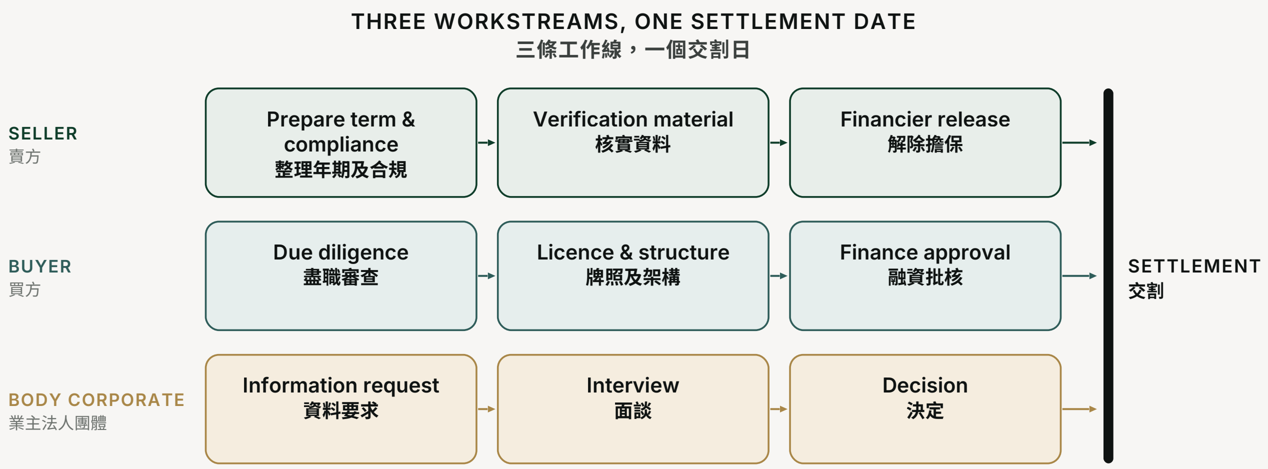
A management rights contract is conditional by necessity. The essential conditions are body corporate approval of the transfer, the buyer's finance, and verification of the income the business is represented to produce. Each must have a date, a standard of satisfaction and a consequence, and the seller should resist conditions expressed as the buyer's unqualified satisfaction.

管理權合約必然附有條件。核心條件包括：業主法人團體批准轉讓、買方的融資，以及核實業務所申述的收入。每項條件均須訂明期限、達成標準及後果；賣方應拒絕以買方「絕對滿意」為標準的條件。

The approval condition deserves particular attention. It should oblige the buyer to lodge a complete application within a short, fixed period, to provide the information the body corporate reasonably requests, and to attend an interview. Without those obligations the seller has given the buyer control of the timetable and, in effect, an option.

批准條件尤須留意。該條件應規定買方須在短而固定的期限內遞交完整申請、提供業主法人團體合理要求的資料，並出席面談。若欠缺這些義務，賣方等同把時間表的控制權交予買方，實際上等於給予對方一項選擇權。

FIG 3 **Three workstreams, one settlement date** ／三條工作線，一個交割日



> **The approval condition should oblige the buyer to lodge early and completely — otherwise the seller has handed the buyer control of the timetable.**
> 批准條件應規定買方及早遞交完整申請，否則賣方等同把時間表的控制權交予買方。

PRACTICAL EFFECT 實務效果

The seller cannot control the body corporate's decision. The seller can control whether the buyer gives the body corporate a proper opportunity to make it.

賣方無法控制業主法人團體的決定，但可以控制買方有否給予業主法人團體適當的決定機會。

4.3

Verification of income

收入核實

Verification is the process by which the buyer's accountant tests the profit figure on which the price was calculated. It is the most common point of renegotiation, and the most avoidable. The figures presented at the outset should be the figures the accountant will find, on the basis the contract specifies.

收入核實是由買方會計師檢驗定價所依據的利潤數字的程序，既是最常見的重新議價節點，亦是最可避免的。最初提供的數字，應與會計師按合約指明的基礎所核實的數字一致。

Three adjustments recur. Body corporate remuneration should be stated on the contractual basis, including any indexation due before settlement. Letting income should exclude units under notice or already withdrawn. Owner-occupied and related-party arrangements should be identified rather than absorbed into the pool.

有三項調整反覆出現。業主法人團體支付的報酬，應按合約基礎列明，包括交割前應作的指數調整；出租收入應剔除已發出終止通知或已退出的單元；自住及關連方安排應予識別，而非併入出租組合計算。

4.4

Warranties, restraint and handover

保證、競業限制及交接

The buyer will seek warranties as to the accuracy of the financial information, the currency of the agreements, the absence of breach and the absence of undisclosed disputes. A seller should confine warranties to matters within its knowledge, define that knowledge, cap liability and impose a claims period. Uncapped warranties on a business sold for a multiple of profit are a disproportionate risk.

買方會就財務資料的準確性、合約的有效性、並無違約及並無未披露爭議等事項要求保證。賣方應把保證限於其所知悉的事項、界定該等知悉的範圍、設定責任上限並訂明索償期限。以利潤倍數出售的業務若提供無上限保證，風險與代價明顯不相稱。

A restraint of trade is standard and should be drafted to be enforceable rather than ambitious: a defined activity, a defined radius, a defined period, and cascading alternatives. The handover or training period should be specified in days and in content, because a vague handover obligation is a dispute waiting for a slow first month.

競業限制條款屬標準做法，起草時應以可執行為目標而非追求範圍廣泛：明確界定受限活動、範圍、期限，並設梯級式備選條款。交接或培訓期應同時訂明日數及內容，因為含糊的交接義務，只會在首月經營不順時演變成爭議。

4.5

What settlement does not end

交割並不終止的責任

An assignment moves the seller's rights under the scheme instruments to the buyer and, once the body corporate approves the transfer and the buyer signs the deed of covenant, moves the obligations as well. It does nothing to any separate promise the seller has made to a third party.

轉讓把賣方在社區產權項目文件下的權利移轉予買方；待業主法人團體批准轉讓並由買方簽立契諾契據後，義務亦一併移轉。但轉讓完全不影響賣方對第三方另行作出的任何承諾。

A personal guarantee given to a financier, to the landlord under an office lease, or to a trade supplier continues to bind the seller after settlement unless the party holding it agrees to release it. Sellers commonly assume that paying out the loan ends the guarantee. Paying out the loan ends the debt; the guarantee is a separate instrument and requires a separate written release, negotiated before settlement rather than after it.

賣方向融資機構、辦公室租約業主或供應商提供的個人擔保，除非持有該擔保的一方同意解除，否則在交割後仍然對賣方具約束力。賣方常誤以為清償貸款即等同終止擔保：清償貸款只終止該筆債務，擔保屬另一份獨立文件，須另行取得書面解除，並應在交割前而非交割後談妥。

The second residual exposure is the transfer fee. Where the transfer is approved within the prescribed period after the seller's own initial contract date, the fee is payable by the transferor, and a transferor claiming that an exception applies must tell the body corporate. Because the fee is calculated on the value of the transfer it can be a substantial sum, and a seller who has not built it into the price simply pays it out of the proceeds.

第二項剩餘責任是轉讓費。凡轉讓在賣方本身首份合約日期起計的訂明期間內獲批准，該費用即由轉讓人繳付；聲稱適用例外情況的轉讓人，須通知業主法人團體。由於該費用按轉讓價值計算，金額可能相當可觀；賣方若未把它計入定價，最終只能從成交所得中支付。

PRACTICAL EFFECT 實務效果

Settlement ends the seller's income on the day it happens. It ends the seller's obligations only to the extent each one has been separately released in writing.

交割當日即終止賣方的收入；至於賣方的各項責任，則僅在每一項均已個別取得書面解除的範圍內方告終止。

4.6

Managing the body corporate relationship during a sale

出售期間對業主法人團體關係的處理

The seller has one asset in the approval process that the buyer does not: standing with the committee. A seller who tells the committee early, introduces the buyer properly, and answers questions candidly materially improves the prospect of a timely approval. A seller who presents the assignment as a fait accompli invites the opposite.

在批准程序中，賣方擁有買方所沒有的一項資產：與委員會之間的信任。及早知會委員會、妥為引介買方並坦誠回應提問的賣方，可顯著提高及時獲批的機會；把轉讓當作既成事實提交的賣方，則招致相反結果。

The codes of conduct continue to bind the seller until the engagement ends. Pressure applied to committee members, or attempts to influence the composition of the committee during a sale, are conduct issues under Schedules 2 and 3 and they travel badly in any subsequent dispute.

行為守則在聘任合約終止前持續約束賣方。在出售期間向委員會成員施壓，或試圖影響委員會的組成，均屬附表2及附表3下的操守問題，在其後任何爭議中都會對賣方極為不利。

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Principal sources: Body Corporate and Community Management Act 1997 (Qld); Body Corporate and Community Management (Standard Module) Regulation 2020; Body Corporate and Community Management (Accommodation Module) Regulation 2020; Property Occupations Act 2014 (Qld); Atlantis West [2024] QBCCMCmr 340.

主要資料來源：《1997年業主法人團體及社區管理法》（昆士蘭）；《2020年業主法人團體及社區管理（標準規管模組）規例》；《2020年業主法人團體及社區管理（住宿規管模組）規例》；《2014年物業職業法》（昆士蘭）；Atlantis West [2024] QBCCMCmr 340。