

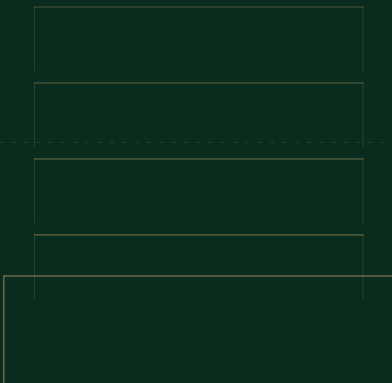
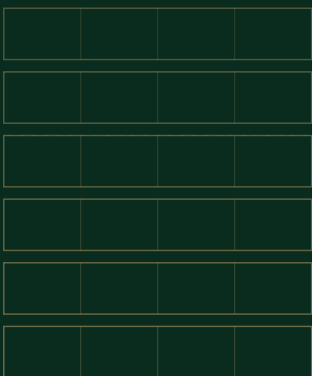
PRACTICAL LAW · ILLUSTRATED BILINGUAL GUIDE

Queensland Management Rights Variation Guide

昆士蘭管理權 變更指南

Options · Top-ups · Amendments · Module change

選擇權 · 續期補足 · 修訂 · 更改模組



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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). This guide is a companion to the Queensland Management Rights Assignment Guide and uses the same three-perspective method.

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。本指南為《昆士蘭管理權轉讓指南》的姊妹篇，採用相同的三角度編寫方法。

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Reader note

讀者須知

IMPORTANT 重要提示

This guide is general educational information, not legal, financial, tax or investment advice. Whether a particular variation is available, and how it must be approved, depends on the actual engagement or authorisation, the community management statement, the applicable regulation module and current law. Obtain independent Queensland legal advice before submitting a motion, voting on one, or executing a deed of variation.

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。某項變更能否進行，以及須經何種程序批准，取決於實際的聘任合約或授權、社區管理聲明、適用規管模組及現行法律。在提交動議、就動議表決或簽立變更契據前，應取得獨立的昆士蘭法律意見。

References to the Standard Module are to the Body Corporate and Community Management (Standard Module) Regulation 2020. The Accommodation Module contains materially identical provisions under different section numbers, and the corresponding section is noted where it matters. Where a translation and the English differ, the English text governs.

本指南所稱標準規管模組，指《2020年業主法人團體及社區管理（標準規管模組）規例》。住宿規管模組載有實質相同的條文，惟條號不同；凡具重要性者，均註明對應條文。如譯文與英文有異，概以英文為準。

Legislation current to 6 August 2026.

法例資料截至2026年8月6日。

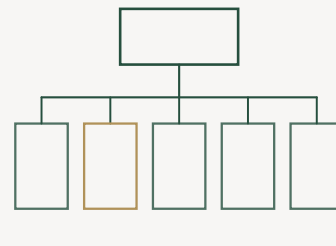
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01



What a Variation Actually Is

變更的實質為何

1.1 The five things called variation
被稱為變更的五類事項

1.2 Why variations are sought
尋求變更的原因

1.3 Form requirements survive the variation
變更後仍須符合形式要求

Five quite different things are described in scheme correspondence as varying the management rights. They are governed by different provisions, decided by different organs, and carry different consequences if they are done wrongly. Sorting them at the outset resolves most of the difficulty.

在社區產權項目的往來文件中，有五類性質截然不同的事情被統稱為「變更管理權」。它們受不同條文規管、由不同機關決定，處理失當時的後果亦各異。及早加以區分，即可解決大部分困難。

1.1

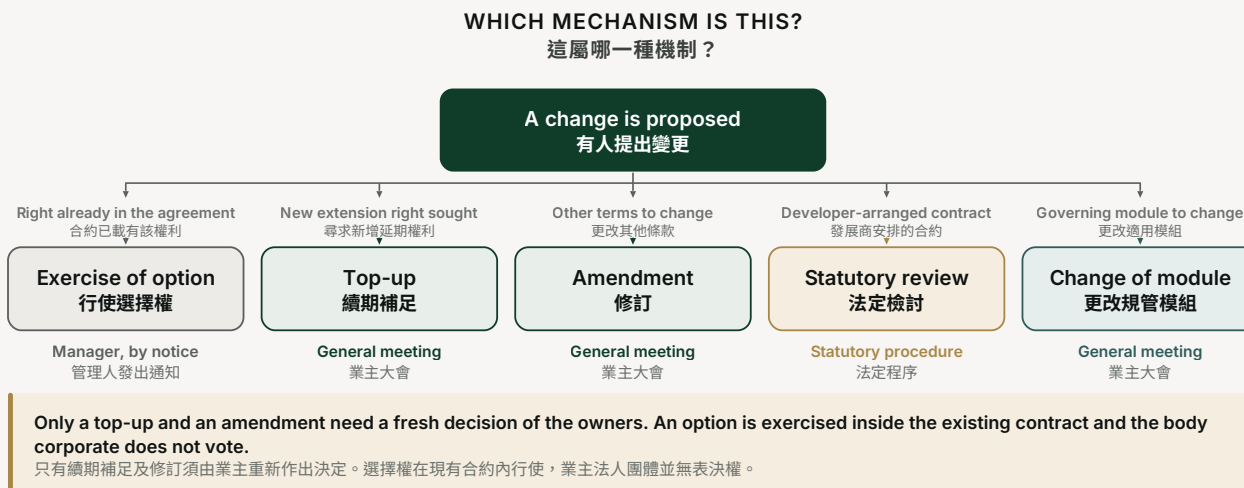
The five things called variation

被稱為變更的五類事項

MECHANISM 機制	WHAT IT DOES 作用	WHO DECIDES 決策機關
Exercise of an option 行使選擇權	Brings into effect a term already granted 使已授予的年期生效	The manager, by notice 由管理人發出通知
Top-up 續期補足	Adds a new right or option of extension 新增延期權利或選擇權	General meeting 業主大會
Amendment of other terms 其他條款的修訂	Changes duties, remuneration or conditions 更改職責、報酬或條件	General meeting 業主大會
Statutory review 法定檢討	Reviews a developer-arranged service contract 檢討由發展商安排的服務合約	Statutory procedure 法定程序
Change of regulation module 更改規管模組	Changes the governing module prospectively 在其後改變適用模組	General meeting 業主大會

The distinction that matters most is between the first and the second. An option is a right the body corporate has already granted; exercising it is a unilateral act by the manager within the existing contract, and the body corporate has no vote. A top-up creates something that does not yet exist, and it requires the owners to agree.

其中最關鍵的區別，在於首兩項之間。選擇權是業主人團體已授予的權利，管理人行使該權利屬現有合約範圍內的單方面行為，業主人團體並無表決權；續期補足則創設尚未存在的權利，須經業主同意。

FIG 1 Which mechanism is this? / 這屬哪一種機制？**PRACTICAL EFFECT** 實務效果

A manager who lets an option lapse cannot recover it by a top-up as of right. The lapse converts a contractual entitlement into a request the owners may refuse.

管理人若任由選擇權失效，不能以續期補足作為權利予以取回。該失效會把合約權利轉化為業主可予拒絕的請求。

1.2

Why variations are sought

尋求變更的原因

Most top-up motions are driven by finance rather than by operations. Lenders in this sector assess the unexpired term, and a business approaching the point at which it cannot be refinanced or sold is a business whose owner needs a resolution. Purchasers and their financiers apply the same pressure during a sale.

Variations of duties and remuneration have a different origin. They usually reflect drift: the building has changed, the plant inventory has grown, a pool or a gym has been added, or the schedule was drafted for a smaller scheme than the one that now exists. That drift is a legitimate subject for amendment, and it is the category in which body corporate and manager interests are most often aligned.

大部分續期補足動議的驅動因素是融資而非營運。此行業的貸款機構會評估餘下年期；業務若接近無法再融資或無法出售的臨界點，其擁有人便需要一項決議。買方及其融資機構在交易期間亦會施加同樣壓力。

職責及報酬的變更則另有成因，通常反映的是「偏離」：大廈已改變、機電設備增加、新增泳池或健身室，或職責清單原是為規模較小的社區產權項目而擬。此種偏離是修訂的正當事由，亦是業主人團體與管理人利益最常一致的類別。

1.3

Form requirements survive the variation

變更後仍須符合形式要求

Sections 137 and 138 of the Standard Module prescribe the form of an engagement and an authorisation. The instrument must be in writing and must state, among other things, the start and end of the term and any right or option of extension or renewal, the services to be supplied, and how remuneration is calculated. A variation that leaves the amended instrument unable to satisfy those requirements has created a problem larger than the one it solved.

In practice this means the variation should be documented as a deed of variation that restates the amended provisions clearly, executed by both parties, and placed on the body corporate record. A resolution passed but never documented is a recurring source of dispute when the business is next sold and a purchaser's solicitor asks to see the current terms.

標準規管模組第137及138條訂明聘任合約及授權的形式要求。有關文件須以書面訂立，並須載明（其中包括）年期的起訖、任何延期或續期的權利或選擇權、須提供的服務，以及報酬的計算方式。變更後如令經修訂的文件無法符合該等要求，所製造的問題將大於其所解決的問題。

實務上，變更應以變更契據記錄，清晰重述經修訂的條文，由雙方簽立，並存放於業主法人團體記錄。若決議已通過卻從未作成文件，在業務下次出售、買方律師要求查閱現行條款時，往往成為爭議來源。

02



The Decision Framework

決策框架

2.1 Ordinary resolution, and no proxies

普通決議及不得委任代表表決

2.2 The secret ballot requirement

不記名投票的規定

2.3 The disclosure package

須隨會議通知提供的資料

2.4 Once in a financial year

每財政年度一次

2.5 The five-year rule and the ceiling

五年規則及年期上限

2.6 The body corporate must not take value

業主人團體不得取得利益

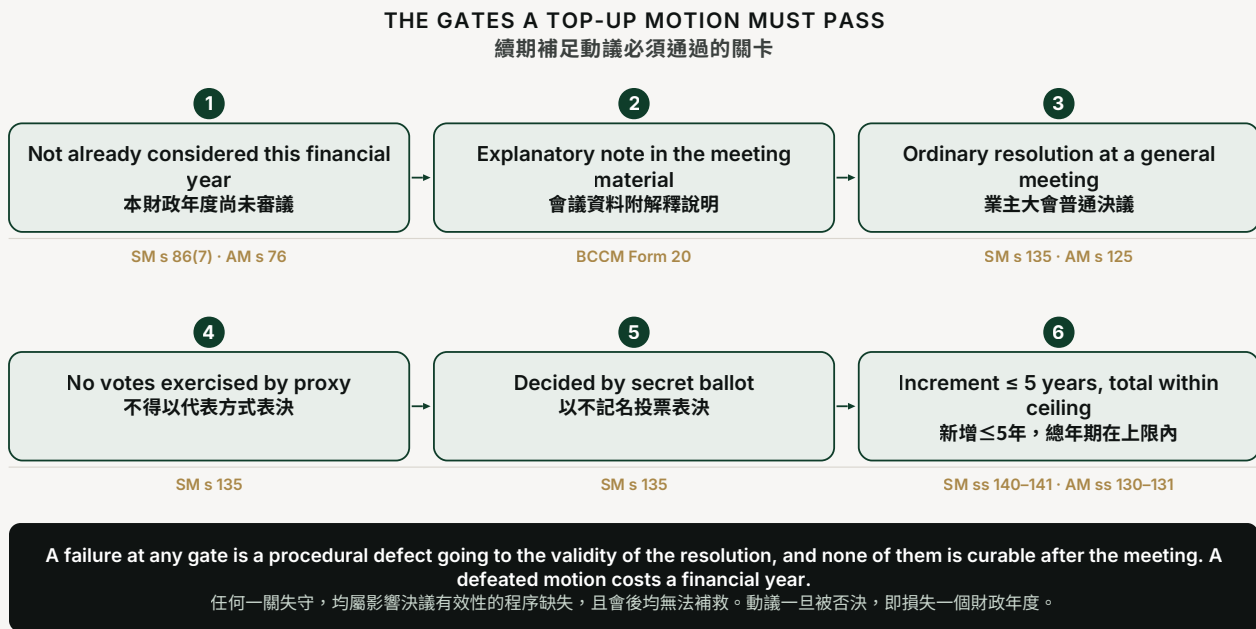
2.7 The statutory review of developer-arranged contracts

發展商安排合約的法定檢討

Section 135 of the Standard Module, and section 125 of the Accommodation Module, govern the authority to make an engagement, give an authorisation, or amend either. It is a short provision carrying an unusual density of procedural requirements, and each of them is capable of invalidating a resolution.

標準規管模組第135條及住宿規管模組第125條，規管訂立聘任合約、給予授權或修訂兩者的權限。此條文篇幅短小，卻載有異常密集的程序規定，而其中每一項均足以令決議失效。

FIG 2 The gates a top-up motion must pass / 續期補足動議必須通過的關卡



2.1

Ordinary resolution, and no proxies

普通決議及不得委任代表表決

The amendment must be approved by an ordinary resolution of the body corporate passed at a general meeting, and for the passing of that resolution no votes may be exercised by proxy. The proxy prohibition is deliberate. It removes the mechanism by which voting power in these schemes was historically aggregated, and it means a manager seeking a top-up must persuade owners to vote rather than to sign.

修訂須經業主法人團體在業主大會上通過普通決議批准，且在通過該決議時，不得以委任代表方式行使表決權。此項禁止並非偶然：它取消了以往在此類社區產權項目中集中表決權的機制，意味著尋求續期補足的管理人，必須說服業主親自表決，而非僅取得簽署。

2.2

The secret ballot requirement

不記名投票的規定

Where the motion is to amend a service contractor's engagement or a letting agent's authorisation to include a right or option of extension or renewal, the motion must be decided by secret ballot. The same requirement applies to the original engagement of a caretaking service contractor and to the authorisation of a letting agent.

The reason is structural. A resident manager knows every owner in the building, often lets their units and controls the reception desk. An open ballot in that setting is not a free vote. Any process that allows the manager, or anyone else, to identify how a particular owner voted defeats the provision and exposes the resolution.

凡動議旨在修訂服務承辦商的聘任合約或出租代理的授權，以加入延期或續期的權利或選擇權者，該動議須以不記名投票方式表決。相同規定亦適用於看管服務承辦商的原始聘任及出租代理的授權。

此規定有其結構性理由。駐場管理人認識大廈內每名業主，往往為其出租單元並掌管接待處；在此情境下的記名投票，並非自由表決。任何令管理人或他人得以辨識某業主投票取向的程序，均違背該條文的目的，並使該決議面臨被推翻的風險。

PRACTICAL EFFECT 實務效果

Secret ballot is a validity requirement, not a courtesy. Committees should confirm the ballot process before the meeting, not defend it afterwards.

不記名投票屬有效性要件，而非禮節安排。委員會應在會議前確認投票程序，而非事後為其辯解。

2.3

The disclosure package

須隨會議通知提供的資料

The material forwarded to owners for the general meeting must include prescribed information about what is being approved. For an amendment adding a right or option of extension or renewal, that includes an explanatory note in the approved form — BCCM Form 20 — identifying the contractor, the current expiry date and the length of the proposed extension.

The form exists because the practical effect of a top-up is difficult to see from the motion alone. An owner reading "that the body corporate agree to amend the engagement to include a further option" is not being told that the term will run to 2049. The explanatory note is the disclosure that makes the vote informed, and omitting it is a procedural defect going to the validity of the resolution.

就該次業主大會向業主發出的資料，須包括有關批准事項的訂明資料。凡屬加入延期或續期權利或選擇權的修訂，則須附上訂明格式的解釋說明——BCCM第20號表格——載明承辦商名稱、現行屆滿日期及擬議延期的長度。

此表格之所以存在，是因為續期補足的實際效果單憑動議本身難以看出。業主閱讀「同意修訂聘任合約以加入進一步選擇權」一語，並不會得知年期將延至2049年。解釋說明正是令表決具知情基礎的披露文件，遺漏該文件屬程序缺失，足以影響決議的有效性。

2.4

Once in a financial year

每財政年度一次

Section 86(7) of the Standard Module provides that a motion proposing to amend an engagement or authorisation to give a right or option of extension or renewal cannot be considered more than once in a body corporate's financial year. The corresponding provision is section 76 of the Accommodation Module, which deals with the same subject — the opportunity to submit agenda motions. A motion defeated in October cannot be resubmitted in November in the hope of a better turnout.

The provision also supplied the answer to a longer argument. In *Atlantis West [2024] QBCCMCmr 340* an owner contended that a term could be topped up only once. The adjudicator rejected that reading, observing that the existence of an express annual limit on how often the motion may be considered is difficult to reconcile with a construction under which the power could be exercised only once in the life of the agreement.

標準規管模組第86(7)條訂明，凡動議旨在修訂聘任合約或授權以給予延期或續期的權利或選擇權者，在業主法人團體的同一財政年度內不得審議超過一次。住宿規管模組的對應條文為第76條，同樣規管提交議程動議的機會。十月被否決的動議，不得於十一月因期望出席率較佳而重新提交。

該條文亦回應了一項長期爭論。在 *Atlantis West [2024] QBCCMCmr 340* 一案中，有業主張年期只可補足一次。裁決官否定此一解讀，指出條文既明文限制該動議每年可審議的次數，便難以與「該權力在合約存續期內只可行使一次」的解釋相協調。

2.5

The five-year rule and the ceiling

五年規則及年期上限

Sections 140 and 141 of the Standard Module permit the body corporate subsequently to amend an engagement or authorisation to include a further right or option of extension or renewal of not more than five years, provided the total unexpired term does not exceed the module ceiling — ten years under the Standard Module, twenty-five under the Accommodation Module. The Accommodation Module equivalents are sections 130 and 131.

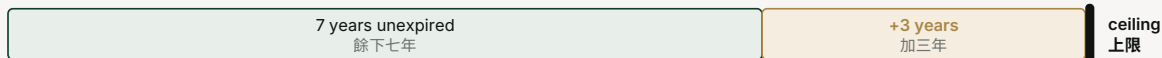
Two calculations follow. The five-year limit applies to the increment. The ceiling applies to the aggregate unexpired term measured from the resolution. A scheme with seven years remaining under the Standard Module can add three years, not five, because the ceiling binds before the increment does.

標準規管模組第140及141條容許業主法人團體其後修訂聘任合約或授權，加入不超過五年的進一步延期或續期權利或選擇權，惟餘下總年期不得超出模組上限——標準規管模組為十年，住宿規管模組為二十五年。住宿規管模組的對應條文為第130及131條。

由此衍生兩項計算。五年上限適用於每次新增的年期；模組上限則適用於自決議日起計的餘下總年期。標準規管模組下餘下七年的社區產權項目，只可加入三年而非五年，因為模組上限先於單次上限發揮限制作用。

FIG 3 The two calculations in a top-up / 續期補足的兩項計算**THE TWO CALCULATIONS IN A TOP-UP**
續期補足的兩項計算**Standard Module — 10 year ceiling**

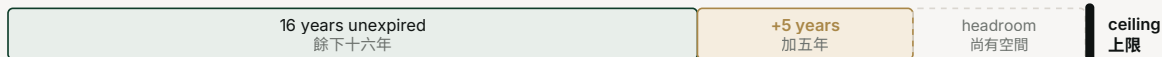
標準規管模組 — 十年上限



The ceiling binds before the five-year limit does.
模組上限先於五年上限發揮限制作用。

Accommodation Module — 25 year ceiling

住宿規管模組 — 二十五年上限



The five-year limit binds each increment; further top-ups remain available.
五年上限規限每次新增年期；其後仍可再作補足。

Increment ≤ 5 years · aggregate unexpired term ≤ module ceiling, measured from the resolution
單次新增 ≤ 五年 · 餘下總年期 ≤ 模組上限，均自決議日起計

2.6

The body corporate must not take value

業主法人團體不得取得利益

Sections 114 and 115 of the Act limit the benefit a body corporate may take under a service contractor engagement and a letting agent authorisation respectively. Section 115 provides that the authorisation must not include, whether directly or indirectly, a requirement for the payment of an amount to, or the conferral of a benefit on, the body corporate, and that an amount paid or benefit accepted under such a requirement is recoverable from the body corporate by the person who paid or conferred it. Section 114 is the parallel provision for service contractor engagements.

Two features of section 115 matter for variations. It applies to an authorisation including its extension, renewal or replacement, so a top-up is squarely within it. And the exceptions are narrow: they include an amount or benefit for the reasonable costs the body corporate incurs in preparing the agreement for the authorisation, but nothing resembling a price for agreement.

該法第114及115條分別限制業主法人團體在服務承辦商聘任合約及出租代理授權下可取得的利益。第115條訂明，授權不得直接或間接載有向業主法人團體支付款項或向其授予利益的規定；凡依該等規定所支付的款項或所接受的利益，付款人或授予人均可向業主法人團體追討。第114條為服務承辦商聘任合約的對應條文。

第115條有兩項特徵與變更事宜相關。其一，該條適用於授權及其延期、續期或替換，故續期補足明確落入其範圍；其二，例外情況範圍狹窄：包括業主法人團體就擬備授權協議所招致的合理費用所收取的款項或利益，但並不包括任何近似「同意的代價」的安排。

VERIFICATION NOTE 查證說明

Section 115 applies only to an authorisation, including an extension, renewal or replacement, the term of which starts after the commencement of the section. Older arrangements may not be caught, and the position for a particular scheme should be checked against the commencement provisions before advice is given.

第115條僅適用於年期在該條生效後開始的授權，包括其延期、續期或替換。較早期的安排未必受其規管；就個別社區產權項目提供意見前，應對照生效條文查核其適用情況。

A proposal that the manager pay the scheme a sum, fund a capital item, or confer some other benefit in exchange for the extension is therefore not a negotiation to be settled on commercial terms. Owners can properly seek better duties, clearer performance standards or a shorter increment as part of an amended bargain; a payment for the grant itself sits differently, and the money is recoverable from the scheme if it is made.

因此，若建議管理人向該社區產權項目支付款項、資助資本項目，或授予其他利益以換取延期，並非可按商業條款議定的談判。業主可正當地在經修訂的安排中爭取更完善的職責、更明確的履約標準或較短的新增年期；就授予本身付款則屬另一回事，一旦支付，該筆款項可向該社區產權項目追討。

PRACTICAL EFFECT 實務效果

The line is between improving what the scheme receives under the agreement and taking value for granting it. The first is bargaining. The second is recoverable.

界線在於：改善社區產權項目依合約所得，與因給予批准而收取利益。前者屬議價，後者則可被追討。

2.7

The statutory review of developer-arranged contracts

發展商安排合約的法定檢討

Division 7 of Part 2 of Chapter 3 of the Act provides a separate mechanism: sections 130 to 135 deal with the review of terms of service contracts, covering the review itself, its purpose, the procedure, disputes arising out of it, the review criteria and other provisions about review. In specified circumstances it allows a newly established body corporate to seek review of a service contract arranged during the original owner control period, and the contractor may also seek a review.

This is not a general right to reopen a bargain that has become unattractive. It is directed at the structural problem of a contract settled by a developer before the owners existed as a decision-making body. Whether a particular scheme qualifies depends on the circumstances the Division specifies, and that question should be answered before any expectation is created among owners.

該法第3章第2部第7分部提供另一機制：第130至135條處理服務合約條款的檢討，涵蓋檢討本身、檢討目的、程序、由此產生的爭議、檢討準則及其他相關條文。在指明情況下，新成立的業主法人團體可就在原始擁有人控制期內安排的服务合約要求檢討，承辦商亦可要求檢討。

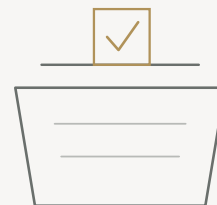
此並非一般性地重開已變得不利的交易安排的權利，而是針對一項結構性問題：合約在業主尚未構成決策機關之前，已由發展商議定。個別社區產權項目是否符合資格，取決於該分部所指明的情況；在向業主營造任何期望之前，應先確定此一問題。

PRACTICAL CHECKLIST 實務清單

- Classify the proposal before drafting the motion: option, top-up, amendment or review.
- Confirm the module and calculate both the increment and the aggregate term.
- Check whether a motion of this kind has already been considered this financial year.
- 在草擬動議前先分類：屬選擇權、續期補足、修訂還是檢討。
- 確認適用模組，並同時計算單次新增年期及餘下總年期。
- 查核本財政年度內是否已審議過同類動議。

- Prepare the explanatory note in the approved form with the meeting material.
- Instruct the returning officer on the secret ballot and the proxy prohibition.
- 連同會議資料一併備妥訂明格式的解釋說明。
- 就不記名投票及禁止委任代表表決事宜，向點票主任作出指示。

03



The Body Corporate's Perspective

業主法人團體的角度

3.1 The committee cannot decide it
委員會無權作出決定

3.2 What to ask for, and what not to
應要求與不應要求的事項

3.3 Running the meeting properly
妥善進行會議

3.4 Advice, cost and conflict
意見、成本及利益衝突

On a variation the body corporate is not a gatekeeper applying statutory criteria, as it is on a transfer. It is a contracting party deciding whether to give something away and what it wants in return. That is a commercial judgment, and the committee's function is to prepare it properly for the owners rather than to make it for them.

在變更事宜上，業主法人團體並非如在轉讓事宜中那樣，作為適用法定準則的把關者，而是作為合約一方，決定是否給予某項權益，以及希望換取甚麼。這屬商業判斷；委員會的職能，是為業主委為準備此項判斷，而非代其作出。

3.1

The committee cannot decide it

委員會無權作出決定

Approving an amendment is not within committee power. The committee's role is to obtain advice, negotiate the proposed terms, settle the motion and the explanatory material, and put it to a general meeting. A committee that agrees terms with a manager and treats the general meeting as a formality has misunderstood where the decision sits.

批准修訂並不屬委員會的權限。委員會的角色是取得意見、就擬議條款進行商議、擬定動議及解釋資料，並提交業主大會。委員會若與管理人議定條款，並把業主大會視為形式程序，即是誤解了決定權的所在。

That said, the committee shapes the outcome more than any other participant. It controls whether the motion is put at all, what it says, what supporting material accompanies it, and whether the owners receive a considered committee position. Those are substantial powers exercised before the vote rather than at it.

話雖如此，委員會對結果的影響大於任何其他參與者。它決定動議是否提交、內容為何、隨附哪些支持資料，以及業主能否收到經審慎考慮的委員會立場。這些都是在表決之前而非表決之時行使的重要權力。

3.2

What to ask for, and what not to

應要求與不應要求的事項

A top-up request is the one moment in a long agreement when the body corporate has something the manager wants. Used well, it produces a better agreement for the balance of the term: a duties schedule updated to the building as it now stands, defined performance standards, a reporting obligation, clarity about what is included in the caretaking fee and what is charged separately.

續期補足的請求，是漫長合約期內業主法人團體唯一手握管理人所需事物的時刻。善加運用，可換來在餘下年期內更完善的合約：按大廈現狀更新的職責清單、明確的履約標準、匯報義務，以及清楚劃分看管費已涵蓋與另行收費的項目。

Used badly, it produces an unenforceable resolution and a dispute. Requests for payment to the body corporate, or for a contribution to the sinking fund, as the price of the extension engages the limitations in sections 114 and 115 of the Act, and an amount paid under such a requirement is recoverable from the scheme.

運用失當，則只會換來無法執行的決議及爭議。以向業主法人團體付款、注資償債基金，或放棄已累算的合約權益作為延期代價的要求，觸及該法第114及115條的限制，難以通過審視。

REQUEST 要求事項	ORDINARILY AVAILABLE 一般可行	REASON 理由
Updated duties schedule reflecting the current building 按大廈現狀更新的職責清單	Yes 可行	Improves the bargain itself 改善交易安排本身
Defined performance standards and reporting 明確的履約標準及匯報安排	Yes 可行	Goes to performance 關乎履約
Shorter increment than requested 低於所要求的新增年期	Yes 可行	The term is what is being granted 年期正是所授予的內容
Payment to the body corporate for agreeing 就同意事宜向業主法人團體付款	No 不可行	Engages sections 114 and 115 觸及第114及115條
Contribution to the sinking fund as the price 以注資償債基金作為代價	No 不可行	Recoverable from the scheme 可向社區產權項目追討

3.3

Running the meeting properly

妥善進行會議

Most successful challenges to a top-up resolution are procedural rather than substantive. The recurring failures are an explanatory note omitted from the meeting material, proxies counted on a motion where they are prohibited, a ballot conducted openly, and a motion put in a financial year in which one has already been considered.

Each is avoidable at negligible cost and none is curable afterwards. Where the secretary is unsure, the correct course is to defer the motion to a properly constituted meeting rather than to proceed and hope. A resolution set aside on adjudication cannot simply be re-run if the financial year has been used.

對續期補足決議的成功挑戰，大多屬程序性而非實質性。反覆出現的失誤包括：會議資料遺漏解釋說明、在禁止委任代表表決的動議上計入代表票、以公開方式進行投票，以及在同一財政年度內已審議過同類動議後再次提交。

每一項均可以極低成本避免，事後卻無一可補救。秘書如有疑問，正確做法是把動議押後至妥為召開的會議，而非姑且進行、寄望無事。決議一旦在裁決中被撤銷，若該財政年度的次數已用，亦不能直接重新提交。

3.4

Advice, cost and conflict

意見、成本及利益衝突

The body corporate should take its own advice on any material variation, and it should not rely on the manager's solicitor to draft the deed. Where the manager offers to pay the body corporate's legal costs of the variation, that is ordinarily unobjectionable as a transaction cost, but the retainer and the instructions must remain the body corporate's.

就任何重大變更，業主法人團體均應自行取得意見，不應倚賴管理人的律師草擬契據。管理人如提出承擔業主法人團體就該變更的法律費用，一般作為交易成本並無不當，惟委聘關係及指示必須仍屬業主法人團體。

Committee members who let their units through the manager have an interest that should be disclosed. It does not disqualify them, and it is exactly the kind of matter that damages a resolution when it emerges for the first time in an adjudication application.

透過管理人出租單元的委員會成員存有利益關係，應予披露。此並不會令其喪失資格，但正是此類事項，若在裁決申請中方首次被揭露，會對決議造成損害。

04



The Manager's Perspective

管理人的角度

4.1 Timing is the whole strategy
時機就是全部策略

4.2 Campaigning within the code
在行為守則範圍內爭取支持

4.3 Building the case owners will accept
建立業主可接受的理由

For the manager a variation is rarely optional. Term drives value, value drives finance, and finance drives the ability to exit. The difficulty is that the person who needs the resolution has the least control over it and the most constrained means of campaigning for it.

對管理人而言，變更甚少屬可有可無。年期決定價值，價值決定融資，融資則決定能否退場。困難在於：最需要該項決議的人，對其控制最少，可用以爭取支持的手段亦最受限制。

4.1

Timing is the whole strategy

時機就是全部策略

A top-up sought when the term is comfortable is a proposal. A top-up sought when the business is un-saleable is a plea, and owners can sense the difference. The conventional discipline is to keep the unexpired term above the level at which financiers become uncomfortable, and to address it at a scheduled annual general meeting rather than at an extraordinary meeting called because a contract of sale is conditional on it.

The annual restriction reinforces this. Because a motion of this kind can be considered only once in a financial year, a failed motion costs a year. A manager who puts a motion without knowing how the vote will fall has spent that year on a test.

在年期仍然充裕時提出的續期補足，是一項建議；在業務已無法出售時提出的，則是懇求，而業主感受得到其中分別。慣常的做法是把餘下年期維持在融資機構開始感到不安的水平之上，並在既定的周年業主大會處理，而非因買賣合約以此為條件而召開特別會議。

每年一次的限制強化了此點。由於此類動議在同一財政年度內只可審議一次，動議一旦被否決，即損失一年。管理人若在未掌握票數走向前便提交動議，等於把該年用於一次試探。

PRACTICAL EFFECT 實務效果

The motion should be put when the numbers are known, not to find out what they are.

動議應在票數已然明朗時提交，而非用以探知票數。

4.2

Campaigning within the code

在行為守則範圍內爭取支持

The codes of conduct in Schedules 2 and 3 of the Act form part of the engagement and the authorisation. A body corporate manager or caretaking service contractor must act honestly, fairly and professionally, must not attempt to unfairly influence the outcome of a committee election, and must not unfairly influence or attempt to unfairly influence the outcome of a motion to be decided by the body corporate.

該法附表2及附表3的行為守則構成聘任合約及授權的一部分。業主人團體管理人或看管服務承辦商須誠實、公平及專業行事，不得試圖以不當方式影響委員會選舉的結果，亦不得以不當方式影響或試圖影響業主人團體須表決事項的結果。

That third limb is directed squarely at motions of this kind. Explaining the proposal, answering questions and providing information are proper. Approaching owners whose units the manager lets, in the manager's capacity as their letting agent, to secure their votes is the conduct the provision contemplates. The distinction is between informing a decision and leaning on it.

The practical risk is asymmetric. A manager who campaigns aggressively and wins may face an adjudication application challenging the resolution and a code complaint challenging the engagement. The second is the more serious, because it survives the first.

第三項規定正是針對此類動議。解釋建議內容、回答提問及提供資料均屬恰當；管理人以其出租代理身分，接觸由其代為出租單元的業主以爭取其表決，則正是該條文所針對的行為。分別在於為決定提供資訊，抑或對決定施加壓力。

實際風險並不對稱。管理人如以強勢方式爭取而獲勝，可能同時面對挑戰該決議的裁決申請，以及針對聘任合約的守則投訴。後者更為嚴重，因為即使前者了結，後者仍然存在。

4.3

Building the case owners will accept

建立業主可接受的理由

Owners approve extensions when they can see what the scheme gets. A proposal that offers nothing beyond a longer term for the manager invites the question owners reasonably ask: what is in this for us. A proposal that pairs the extension with an updated duties schedule, a defined service standard and continuity of an operator the building is satisfied with answers that question on its face.

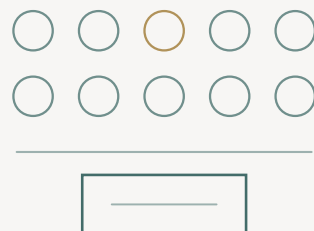
業主在能夠看到該社區產權項目所得時，便會批准延期。若建議除了延長管理人的年期外別無所予，自然招致業主合理提出的問題：我們得到甚麼？若建議把延期與更新後的職責清單、明確的服務標準，以及大廈滿意的營運者得以延續一併提出，則該問題已不言自明。

- Bring the proposal early, with the current expiry date stated plainly.
- Offer the duties schedule update rather than waiting to be asked for it.
- Provide the explanatory note and the draft deed with the meeting material.
- Answer questions in writing so the record shows information, not pressure.
- Accept a shorter increment rather than lose the financial year.
- 及早提出建議，並清楚列明現行屆滿日期。
- 主動提出更新職責清單，而非待人要求。
- 連同會議資料提供解釋說明及契據草稿。
- 以書面回答提問，使記錄顯示的是資訊而非壓力。
- 寧可接受較短的新增年期，也不要損失整個財政年度。

05

The Lot Owners' Perspective

單元業主的角度



5.1 What the motion is actually asking
動議的實質要求

5.2 Owners who use the letting service
使用出租服務的業主

5.3 Submitting and opposing motions
提交及反對動議

The owners are the decision-makers on a variation, and they are usually the least well-briefed participants in the room. An owner voting on a top-up is being asked to bind the scheme, and every future owner of their lot, for a period that may exceed the time they intend to hold the unit.

在變更事宜上，業主是決策者，卻通常是會上掌握資料最少的參與者。就續期補足表決的業主，實際上是被要求把該社區產權項目及其單元的每一名日後業主，約束於一段可能長於其本身持有期的年期之內。

5.1

What the motion is actually asking

動議的實質要求

The first task is arithmetic. Take the current expiry date, add the proposed increment, and state the resulting end date as a calendar year. That single figure conveys more than the motion text, and it is the figure the explanatory note is designed to surface. An owner who cannot state the end date should not vote yes.

首要工作是計算。取現行屆滿日期，加上擬議新增年期，並以公曆年份列出最終屆滿日。單憑這一個數字，所傳達的資訊多於動議正文，而這正是解釋說明旨在呈現的數字。若業主說不出屆滿日期，便不應投贊成票。

The second task is to identify what the scheme receives. If the answer is nothing beyond continuity, that may still be a good outcome where the manager performs well and the alternative is an unknown operator. It is a decision owners are entitled to make. It is not a decision they should make without noticing that they made it.

第二項工作是確認該社區產權項目可得到甚麼。若答案僅為服務延續而別無其他，在管理人表現良好、而替代方案是未知營運者的情況下，仍可能是理想結果。業主有權作出此項決定，但不應在未察覺自己作出了決定的情況下作出。

5.2

Owners who use the letting service

使用出租服務的業主

An investor whose unit is let through the manager has two capacities: owner and client. The interests are not identical. As a client the owner may value the relationship highly; as an owner the owner bears the caretaking cost and the consequences of a twenty-year commitment. Recognising the division is the point, not resolving it in advance.

透過管理人出租單元的投資者具雙重身分：業主及客戶。兩種身分的利益並不一致。作為客戶，該業主可能高度重視此關係；作為業主，則須承擔看管成本及二十年承諾的後果。重點在於認清這一區分，而非事先化解它。

This is precisely why the ballot on these motions is secret. An owner who feels unable to vote according to their view as an owner, because of the letting relationship, is experiencing the problem the secret ballot exists to remove. If the ballot is not being conducted secretly, that is a matter to raise before the vote.

這正是此類動議須以不記名方式表決的原因。業主如因出租關係而感到無法按其作為業主的看法投票，所面對的正是「不記名投票制度」旨在消除的問題。若投票並非以不記名方式進行，應在表決前提出。

5.3

Submitting and opposing motions

提交及反對動議

Owners are not confined to responding to what the committee puts forward. An owner can submit a motion for a general meeting, including a motion to amend the engagement in terms the owner considers appropriate. An owner who opposes a top-up in its proposed form can put a competing motion for a shorter increment or an increment conditional on an updated duties schedule.

The practical constraint is timing. Motions must be submitted within the periods the module prescribes for the meeting concerned, and an owner who waits for the notice of meeting before deciding to act has usually missed the window to put an alternative.

業主並不限於就委員會所提出的事項作出回應。業主可就業主大會提交動議，包括按其認為恰當的條款修訂聘任合約的動議。反對按擬議形式續期補足的業主，可提交競爭性動議，要求較短的新增年期，或以更新職責清單為條件的新增年期。

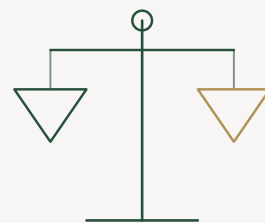
實際限制在於時間。動議須在模組就有關會議所訂明的期間內提交；業主如待收到會議通知後方決定採取行動，通常已錯過提出替代方案的時限。

PRACTICAL EFFECT 實務效果

Opposing a motion changes nothing about the agreement. Putting a better motion is how owners actually shape the outcome.

反對動議並不會改變合約內容；提出更佳的動議，才是業主實際影響結果的方式。

06



Challenging and Defending a Variation

對變更的挑戰與抗辯

6.1 The grounds that succeed

成立的理由

6.2 The pathway and its timetable

處理途徑及時間表

6.3 The relationship with performance

與履約表現的關係

6.1

The grounds that succeed

成立的理由

GROUND 理由	NATURE 性質
Explanatory note not provided with the meeting material 會議資料未附解釋說明	Procedural 程序性
Proxy votes counted on the motion 在該動議上計入代表票	Procedural 程序性
Ballot not conducted secretly 未以不記名方式投票	Procedural 程序性
Second motion of the kind in the same financial year 同一財政年度內第二次提交同類動議	Procedural 程序性
Increment or aggregate term exceeds the module limit 新增年期或餘下總年期超出模組上限	Substantive 實質性
Consideration given to the body corporate for agreeing 因同意事宜而向業主法人團體提供代價	Substantive 實質性
Unfair influence on the outcome of the motion 以不當方式影響動議結果	Conduct 操守

6.2

The pathway and its timetable

處理途徑及時間表

A dispute about the validity of a resolution is brought under the dispute resolution provisions in Chapter 6 of the Act, beginning with conciliation and proceeding to adjudication, with an appeal to the Queensland Civil and Administrative Tribunal on a question of law. An adjudicator can make orders including declaring a resolution void.

The timetable is the difficulty for everyone. A manager whose extension is under challenge cannot give a financier certainty; a body corporate defending a resolution is spending scheme funds on a decision the owners have already made. This is the strongest argument for procedural care at the meeting, where the cost of doing it properly is an hour of preparation.

就決議有效性的爭議，須依該法第6章的爭議解決條文提出，先經調解，繼而進入裁決，並可就法律問題向昆士蘭民事及行政審裁處提出上訴。裁決官可作出多種命令，包括宣告決議無效。

時間問題對各方均構成困難。延期受到挑戰的管理人，無法向融資機構提供確定性；為決議抗辯的業主法人團體，則須就業主已作出的決定動用計劃資金。這正是在會議上審慎處理程序的最有力理由——而妥善處理的代價，不過是一小時的準備工夫。

6.3

The relationship with performance

與履約表現的關係

A body corporate dissatisfied with a manager sometimes treats the next top-up motion as the remedy, and votes it down. That is a legitimate exercise of the vote, and it is not a substitute for the performance regime. Refusing an extension leaves the existing term running with the same performance problem in it.

Where the concern is performance, the instruments are the codes of conduct in Schedules 2 and 3, a documented record, a remedial action notice under the module, and if the breach is not remedied, termination approved by ordinary resolution at a general meeting. Those provisions address the problem. A refused extension merely defers it.

對管理人不滿的業主法人團體，有時把下一次續期補足動議視為補救方法而予以否決。此屬正當行使表決權，但不能取代履約制度。拒絕延期後，現有年期仍然繼續，其中的履約問題依然存在。

若關注點在於履約，可用的工具包括附表2及附表3的行為守則、書面記錄、模組下的補救行動通知，以及在違約未獲補救時經業主大會普通決議批准的終止。上述條文能處理問題，拒絕延期則只是把問題押後。

PARTNER'S CLOSING TEST 合夥人最終測試

BEFORE THE MOTION IS PUT 提交動議前

Which mechanism is this — an option, a top-up, an amendment or a statutory review? What is the end date in calendar years if it passes? Is the increment within five years and the aggregate within the module ceiling? Has a motion of this kind already been considered this financial year? Is the explanatory note in the material, are proxies excluded, and is the ballot secret? What does the scheme receive, and is any part of it something the body corporate may not lawfully receive?

這屬哪一種機制——選擇權、續期補足、修訂還是法定檢討？如獲通過，以公曆計算的屆滿年份為何？新增年期是否在五年之內、餘下總年期是否在模組上限之內？本財政年度內是否已審議過同類動議？解釋說明是否已載於會議資料？是否已排除代表票？是否以不記名方式投票？該社區產權項目可得到甚麼，其中有否任何部分是業主法人團體依法不得收取的？

DOCUMENT CONTROL 文件控制

ITEM 項目	DETAIL 內容
Title 名稱	Queensland Management Rights Variation Guide 昆士蘭管理權變更指南
Version 版本	Version 1 第1版
Date 日期	6 August 20262026年8月6日
Author 作者	Kevin Pai, PartnerKevin Pai，合夥人

ITEM 項目	DETAIL 內容
Companion volume 姊妹篇	Queensland Management Rights Assignment Guide 昆士蘭管理權轉讓指南
Scope 範圍	Queensland; Standard and Accommodation Modules 昆士蘭；標準及住宿規管模組
Status 狀態	General educational information 一般教育資訊

Principal sources: Body Corporate and Community Management Act 1997 (Qld), ss 112, 114–115, 130–135 and schs 2–3; Body Corporate and Community Management (Standard Module) Regulation 2020, ss 86, 135, 137–138, 140–141; Body Corporate and Community Management (Accommodation Module) Regulation 2020, ss 76, 125, 130–131; BCCM Form 20; 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）第112、114至115條、第130至135條及附表2至3；《2020年業主法人團體及社區管理（標準規管模組）規例》第86、135、137至138、140至141條；《2020年業主法人團體及社區管理（住宿規管模組）規例》第76、125、130至131條；BCCM第20號表格；Atlantis West [2024] QBCCMCmr 340。