

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Property Mana of Registration>> under registered office is at] OR [
- (2) <<Name of Client>> [a conumber <<Company Reginerations Address>> ("the Company Reginerations and Client>> [a conumber | Company Regineration | Company Re

WHEREAS:

- (1) The Manager provides provi
- (2) The Client wishes to eng Agreement, subject to the t
- (3) The Manager agrees to pr subject to the terms and co

IT IS AGREED as follows:

1. **Definitions and Interpreta**

1.1 In this Agreement expressions have the

"Additional Fees"

"Business Day"

"Commencement Date"

"Confidential Informatio

"Fees"



company registered in <<Country Registration Number>> whose 'the Manager") and

Country of Registration>> under se registered office is at] OR [of]

services to commercial property dge and experience in that field.

vide the services set out in this his Agreement.

ut in this Agreement to the Client,

therwise requires, the following

iger's fees as notified to the Client for providing those aspects of t are expressed in Schedule 1 to nal cost and for providing any es at the request of the Client;

(other than Saturday or Sunday) y banks are open for their full business in England and Wales;

on which provision of the Services
. as set out in sub-Clause 8.1:

n to either Party, information ed to that Party by the other Party connection with this Agreement in writing or any other medium, not the information is expressly idential or marked as such);

all sums due under this the Client to the Manager, as edule 2;

Ilti-Let Commercial Property



"Lease"

"Management Fee"

"Property"

"Rent"

"Rent Deposit"

"Services"

"Tenant"

"Term"

"Unit"

1.2 Unless the context

- 1.2.1 "writing", an communicat similar mean
- 1.2.2 a statute or provision as
- 1.2.3 "this Agreer Schedules a
- 1.2.4 a Schedule i
- 1.2.5 a Clause or (other than and
- 1.2.6 a "Party" or
- 1.3 The headings used no effect upon the i

r licence to occupy entered into in nit between the Client and a

per calendar month;

erty owned by the Client known as >> [as shown edged red on the this Agreement];

r licence fee payable under a

received from a Tenant in ple breaches of the Tenant's Lease:

rvices to be provided by the Client in accordance with Clause ed in Schedule 1, and subject to inditions of this Agreement; and

or licensee of a Unit;

of this Agreement as set out in

dual unit of accommodation at the han any accommodation provided caretaker) that is let or otherwise upied (or intended for letting or pation) otherwise than solely in the management of the Property of services to the Property.

reference in this Agreement to:

ion, includes a reference to any nic or facsimile transmission or

is a reference to that statute or at the relevant time;

this Agreement and each of the need at the relevant time;

ement;

e to a Clause of this Agreement agraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have ement.



- 1.4 Words imparting the
- 1.5 References to any
- 1.6 References to person

2. Provision of the Services

- With effect from the Term of this Agree Property.
- 2.2 The Manager shal commensurate wit management indust
- 2.3 The Manager shall it by the Client prov of Services provided
- 2.4 The Manager shal statutes, regulation rules relevant to the
- 2.5 The Manager shall permits and approvements the Services.
- 2.6 [The Manager may Services, act on the Agreement but shal time.]
- 2.7 [The Manager sha reasonable change subject to the Clier Fees that may be d

3. Client's Obligations

- 3.1 The Client shall usinformation to the I the Services.
- 3.2 The Client shall per
- 3.3 The Client may, f Manager in relatior instructions should provided in Schedul
- 3.4 In the event that the other communication the Services or any in a reasonable and
- 3.5 If any consents, lice parties such as lar order for provision

clude the plural and vice versa.

ther gender.

tions.

the Manager shall, throughout the ses to the Client in respect of the

with reasonable skill and care, s in the commercial property

Il reasonable instructions given to e compatible with the specification

nsuring that it complies with all codes of conduct and any other s.

orce during the Term all licences, or advisable for the provision of

specified matters related to the matters shall not be set out in this Parties as they arise from time to

ndeavours to accommodate any may be requested by the Client, elated reasonable changes to the anges.]

eavours to provide all pertinent ry for the Manager's provision of

ut in Schedule 3.

e reasonable instructions to the ision of the Services. Any such he specification of the Services

decision, approval, consent or any r to continue with the provision of the Client shall provide the same

sions are needed from any third ties, local authorities or similar in thereof) to commence, it shall be the Client's respons (or the relevant part

- 3.6 If the nature of the Client's premises o by the Client, the Clat the times to be a
- Any delay in the prodelay in complying responsibility or fau

4. Fees, Payment and Reco

- 4.1 The Client shall provisions of Sched
- 4.2 The Manager shall provisions of Sched
- 4.3 All payments requir shall be made withi of the relevant invoi
- 4.4 All payments requir shall be made in clearly may from time
- 4.5 Where any paymer day that is not a Bu Day.
- 4.6 Without prejudice following the expiry on a daily basis at name of bank>> froutstanding sums.
- 4.7 Each Party shall:
 - 4.7.1 keep, or pr account as a pursuant to t
 - 4.7.2 at the reason agent to inspect that they related and
 - 4.7.3 within <<ins obtain at its certificate as this Agreement

5. Liability, Indemnity and li

5.1 The Manager shall insurance that shall

e before provision of the Services

the Manager has access to the ess to which is lawfully controlled Manager has access to the same ger and the Client as required.

sulting from the Client's failure or sof this Clause 3 shall not be the

lanager in accordance with the

Fees due in accordance with the

to this Agreement by either Party ness Days of receipt by that Party

to this Agreement by either Party ed Kingdom bank as the receiving

ment is required to be made on a ade on the next following Business

any sums which remain unpaid sub-Clause 4.3 shall incur interest above the base rate of <<insert/ment is made in full of any such

ept, such records and books of the amount of any sums payable urately calculated;

her Party, allow that Party or its ooks of account and, to the extent lose sums, to take copies of them;

end of each <<insert interval>>, ly to the other Party an auditors' ums paid by that Party pursuant to terval>>.

ace at all times suitable and valid urance.

- 5.2 In the event that the care and skill it she additional cost to the
- 5.3 The Manager's tota negligence or bread
- 5.4 The Manager shall that results from the Manager.
- 5.5 Nothing in this Ag death or personal ir
- 5.6 Subject to sub-Clau costs, liability, dar Manager's breach of
- 5.7 The Client shall ind loss, claims or pro (including that belocaused by the Clien

6. Confidentiality

- 6.1 Each Party underta authorised in writing continuance of this termination:
 - 6.1.1 keep confide
 - 6.1.2 not disclose
 - 6.1.3 not use any contemplate
 - 6.1.4 not make ar any Confide
 - 6.1.5 ensure that contractors of be a breach
- 6.2 Either Party may:
 - 6.2.1 disclose any
 - 6.2.1.1 any s
 - 6.2.1.2 any d
 - 6.2.1.3 any afore

to such exte this Agreem Services), o inform the Information such body u such body) orm the Services with reasonable necessary remedial action at no

damage caused as a result of its be limited to £<<insert sum>>.

or damage suffered by the Client ow any instructions given by the

xclude the Manager's liability for

Il indemnify the Client against any proceedings arising out of the

ainst any costs, liability, damages, ss or damage to any equipment ties appointed by the Manager) ses.

ovided by sub-Clause 6.2 or as it shall, at all times during the <insert period>> years] after its

rmation;

tion to any other party;

n for any purpose other than as rms of this Agreement;

ny way or part with possession of

officers, employees, agents, subwhich, if done by that Party, would Clauses 6.1.1 to 6.1.4 above.

to:

of that Party:

hority or regulatory body; or

f that Party or of any of the es or bodies;

for the purposes contemplated by limited to, the provision of the n each case that Party shall first in question that the Confidential pt where the disclosure is to any or any employee or officer of any ng to the other Party a written



confidentialit should be a keep the Co purposes for

6.2.2 use any Cor other persor or at any tin fault of that not disclose knowledge.

6.3 The provisions of the terms, notwithstand

arty in question. Such undertaking in the terms of this Clause 6, to fidential and to use it only for the nade; and

any purpose, or disclose it to any it is at the date of this Agreement, nes, public knowledge through no use or disclosure, that Party must ntial Information that is not public

e in force in accordance with their Agreement for any reason.

7. Force Majeure

- 7.1 No Party to this Agr their obligations wh beyond the reasona limited to: power fai unrest, fire, flood, governmental action in question.
- 7.2 [In the event that a hereunder as a resperiod>>, the other written notice at the Parties shall agree provided up to the any prior contractua of this Agreement.]

r any failure or delay in performing ay results from any cause that is Such causes include, but are not vider failure, industrial action, civil acts of terrorism, acts of war, is beyond the control of the Party

t cannot perform their obligations a continuous period of <<insert tion terminate this Agreement by the event of such termination, the onable payment for all Services h payment shall take into account nto in reliance on the performance

8. Term and Termination

- 8.1 This Agreement sh and shall continue f provisions of this Cl
- 8.2 Either Party shall had other Party and excurred written notice to the in sub-Clause 8.1 (extended pursuant period of <<insert p
- 8.3 Either Party may te <<insert notice per <<insert minimum to
- 8.4 Either Party may notice to the other F
 - 8.4.1 any sum ov provisions or Business Da

<<insert Commencement Date>> m>> from that date, subject to the

the agreement and consent of the ess than <<insert notice period>> o the expiry of the Term specified which this Agreement has been end this Agreement for a further

by giving to the other not less than expire on or at any time after

his Agreement by giving written

he other Party under any of the pt paid within <<insert period>> yment;

8.4.2 the other Pa this Agreem it within <<i notice givin remedied;

- 8.4.3 an encumbr company, a that other Pa
- 8.4.4 the other Pa being a com the meaning
- 8.4.5 the other Pamade agains the purposes a manner the bound by or this Agreements
- 8.4.6 anything an jurisdiction of
- 8.4.7 that other Pa
- 8.4.8 control of the persons not Agreement. "connected Sections 112
- 8.5 For the purposes of remedy if the Party respects.
- 8.6 The rights to term prejudice any other concerned (if any) of the c

9. Effects of Termination

Upon the termination of this

- 9.1 any sum owing by Agreement shall be
- 9.2 the Manager shall materials held by th
- 9.3 all Clauses which, entry or terminate

preach of any of the provisions of capable of remedy, fails to remedy s Days after being given written breach and requiring it to be

i, or where the other Party is a f any of the property or assets of

arrangement with its creditors or, to an administration order (within 86);

or firm, has a bankruptcy order , goes into liquidation (except for tion or re-construction and in such therefrom effectively agrees to be mposed on that other Party under

foregoing under the law of any her Party;

to cease, to carry on business; or

red by any person or connected other Party on the date of this of this Clause 8, "control" and e meanings ascribed thereto by of the Corporation Tax Act 2010.

ach shall be considered capable of ith the provision in question in all

iven by this Clause 8 shall not er Party in respect of the breach

on:

under any of the provisions of this nd payable;

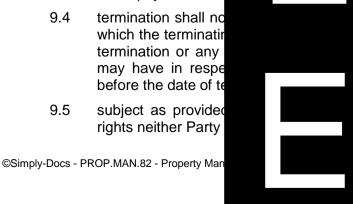
nonies, records, books and other he Client

ir nature, relate to the period after hall remain in full force and effect;

right to damages or other remedy pect of the event giving rise to the or other remedy which any Party s Agreement which existed at or

except in respect of any accrued robligation to the other; and





9.6 each Party shall (e cease to use, eithe shall immediately re control which contains

erred to in Clause 6) immediately any Confidential Information, and ny documents in its possession or tial Information.

10. No Waiver

No failure or delay by eithe shall be deemed to be a wa of any provision of this Agr breach of the same or any of its rights under this Agreement waiver by either Party of a breach to be a waiver of any subsequent

11. Further Assurance

Each Party shall execute may be necessary to carry

deeds, documents and things as eement into full force and effect.

12. **Costs**

Subject to any provisions own costs of and incident into effect of this Agreemer

ty to this Agreement shall pay its eparation, execution and carrying

13. **Set-Off**

Neither Party shall be entit or sums received in res agreement at any time.

14. Assignment and Sub-Cor

- 14.1 [Subject to sub-Cl Neither Party may charge) or sub-lice sub-contract or othe written consent of withheld.
- 14.2 [The Manager shall it through any other skilled sub-contract contractor shall, for or omission of the N

ment is personal to the Parties. arge (otherwise than by floating

n any manner from payments due

er this Agreement or any other

te any of its rights hereunder, or obligations hereunder without the consent not to be unreasonably

ly of the obligations undertaken by or through suitably qualified and on of such other member or subreement, be deemed to be an act

15. **Time**

15.1 [The Parties agree be of the essence o

referred to in this Agreement shall

OR

15.2 [The Parties agree for guidance only a varied by mutual ag

referred to in this Agreement are ce of this Agreement and may be rties.

16. Relationship of the Partie

Nothing in this Agreement joint venture, agency or oth contractual relationship exp emed to constitute a partnership, petween the Parties other than the s Agreement.

17. Non-Solicitation

- 17.1 Neither Party shall, period>> after its te person who is or wany time in relation that Party].
- 17.2 Neither Party shall, period>> after its to Party any customer cause damage to consent of that Part

ement and for a period of <<insert loy or contract the services of any se engaged by the other Party at out the express written consent of

ement and for a period of <<insert cit or entice away from the other h solicitation or enticement would arty [without the express written]

18. Third Party Rights

18.1 No part of this Agre accordingly the Cor this Agreement.

19. Notices

- 19.1 All notices under th if signed by, or on notice.
- 19.2 Notices shall be dea
 - 19.2.1 when delive registered m
 - 19.2.2 when sent, transmission
 - 19.2.3 on the fifth ordinary mai
 - 19.2.4 on the tent postage pre

In each case notice address, or facsimil

nfer rights on any third parties and arties) Act 1999 shall not apply to

writing and be deemed duly given sed officer of the Party giving the

given:

ier or other messenger (including ss hours of the recipient; or

nile or e-mail and a successful s generated; or

g mailing, if mailed by national

ng mailing, if mailed by airmail,

the most recent address, e-mail other Party.



20. **Entire Agreement**

- 20.1 This Agreement co respect to its subject in writing signed by
- 20.2 Each Party acknow on any representa provided in this A implied by statute d by law.

21. Counterparts

This Agreement may be Parties to it on separate co shall be an original, but a same instrument.

22. Severance

In the event that one or unlawful, invalid or otherwis severed from the remaind shall be valid and enforcea

23. **Dispute Resolution**

- 23.2 <<insert period>> d attempt to resolve Dispute Resolution
- within <<insert period not participate in arbitration by either
- 23.4 The seat of the arbi
- 23.5 Nothing in this Cla
- 23.6 dispute resolution u

ement between the Parties with modified except by an instrument sentatives of the Parties.

to this Agreement, it does not rely provision except as expressly itions, warranties or other terms ded to the fullest extent permitted

nber of counterparts and by the h when so executed and delivered ther shall constitute one and the

of this Agreement is found to be hose provision(s) shall be deemed The remainder of this Agreement

ute arising out of or relating to this eir appointed representatives who

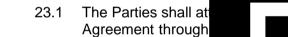
o not resolve the matter within tation to negotiate, the parties will th through an agreed Alternative

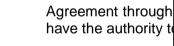
23.2 does not resolve the matter at procedure, or if either Party will he dispute may be referred to

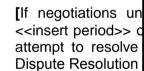
23.3 shall be England and Wales. rbitration Act 1996 and Rules for In the event that the Parties are Rules for Arbitration, either Party r Party, apply to the President or hartered Institute of Arbitrators for ors and for any decision on rules

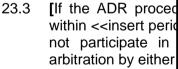
either Party or its affiliates from

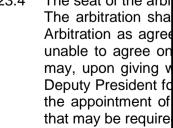
and outcome of the final method of [not] be final and binding on both

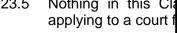












The Parties hereby

Parties.

24. Law and Jurisdiction

- 24.1 This Agreement (in therefrom or associaccordance with, the
- 24.2 Subject to the provi or claim between t contractual matters shall fall within the j

IN WITNESS WHEREOF this Ag before written

SIGNED by

<<Name and Title of person signir for and on behalf of <<Manager's

In the presence of <<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signir for and on behalf of <<Cli>lient's Nar

In the presence of <<Name & Address of Witness>>

ual matters and obligations arising governed by, and construed in ales.

dispute, controversy, proceedings is Agreement (including any non-herefrom or associated therewith) of England and Wales.

executed the day and year first



<<Insert a detailed specification Agreement. The list below is by circumstances.>>

vided by the Manager under this and must be modified to suit the

Marketing when Units are vacan

	Service
1	When any Unit is unoccup unoccupied, the Manager qualified commercial lettings for letting on a Lease at a ma
2	The Manager shall [instru prepare particulars of the description [, video footage] the particulars have been appeared printed advertise particulars to their website.
3	The Manager shall, if so inst the Client's cost, arrange for Certificate (EPC) to be prepar
4	The Manager shall not common person to commence the man valid EPC is available and efficiency rating is between exemption has been registed Exemptions Register and remarks.
5	The Manager shall [instruct with enquiries from potent conduct viewings and keep outcome of all enquiries and
6	The Manager shall [instru negotiate terms with potential interest in occupying a Unit.
7	The Manager shall [instruct the appropriate references on an a firm commitment to enterensure that the references are

	T	
	Included in Management Fee?	Additional Fees payable?
ne oly nit	<< >>	<< >>
to] en ce ey he	<< >>	<< >>
at ce	<< >>	<< >>
ner s a rgy ilid RS	<< >>	<< >>
eal nd he	<< >>	<< >>
to] an	<< >>	<< >>
up ed all	<< >>	<< >>

8	The Manager shall, if request Client's cost, arrange for a sprepared in respect of the Un
9	The Manager shall [instruct with the Client's and the Teprovide them with reasonal completion of a Lease.
10	The Manager shall sign any L behalf of the Client if the Clie do so.
11	The Manager shall not permit until a Lease has been compl
12	If so required by the Client, and documentation being completed Tenant, the Manager shall stakeholder and shall deal required by the terms of his a

F	4
\mathbb{I}	

he be	<< >>	<< >>
se nd ve	<< >>	<< >>
on to	<< >>	<< >>
nit	<< >>	<< >>
ary he as as er.	<< >>	<< >>

Day-to-day management of the P

	Service
13	Subject to the Client provided necessary information (such providers and the relevant Manager shall notify the Local department and any utilities of providers whenever the idention the person responsible for respect of a Unit changes.
14	Subject to the Manager being float provided by the Client Tenant) the Manager shall property on the following basing
	a. the Manager shall not be paid by a Tenant ir as Business Rates, u other services such as but the Manager shal as they relate to a unoccupied;

	Included in Management Fee?	Additional Fees payable?
the the tes ice Jnit in	<< >>	<< >>
of a / a the	<< >>	<< >>
l to uch for nd) ofar is		

	b.	the Manager shall charge and other s landlord or the landlor management company		ice nt's any		
	C.	the Manager shall pay Property (includin maintenance, repairs, Property, cleaning and commissioned in acc this Agreement;	Λ	the ion the een of		
	d.	the Manager shall pay insurance of the Prope able to arrange insurar		for not		
	e.	the Manager shall not it has received an invo		ess		
	f.	the Manager shall be invoices and demands		pay		
	g.	the Client may instruct some or all of the type above.	V	ake to		
15	receiv	Manager shall on behalt re Rent and other sum dance with the terms of		and in	<< >>	<< >>
16		t or any other sum is ung after falling due:			<< >>	<< >>
	a.	the Manager shall notif attempt to obtain paym calls, visiting the releva three arrears letters;				
	b.	if the Rent remains unp the Manager shall notif Client of the steps that		os, e		
	c.	the Manager shall, if re the Client's cost, [instru professional to] take the Client.		at ne		
17		lanager shall inspect the hall report its findings to		ths	<< >>	<< >>
18	Client	Manager shall, if requese's cost, conduct more erty and shall report its fi		the the	<< >>	<< >>
19	The M	lanager shall:				

ılti-Let Commercial Property

						<< >>	· <	< >>
	a.	advise the Client of ar a Lease that come to t			of			
	b.	require the Tenant to making telephone call and sending up to thre			by Jnit			
	C.	if the breaches have taking these steps, n the Client of the steps		Λ	fter ise			
	d.	if requested by the Cli [instruct a suitably qu the next steps required			ost, ake			
20		lanager shall advise the Tenant or by other par			sed ty.	<< >>	. <	< >>
21		lanager shall be respons						
	,	gement of the Property, i enance and replacement		\		<< >>	. <	< >>
	a.	the cost of any mainten replacements shall be t		V				
	b.	if the work is listed in th approved by the client a 23 the Manager may ar done without reference	ı		bh			
	C.	if the work is not listed i and the cost of the worl less than £< <insert am<br="">Manager may arrange t without reference to the</insert>			ule			
	d.	if the work is not listed i			ule			
		and the cost of the worl £< <insert amount,="" client="" contact="" e.g.="" proceed="" shall="" td="" the="" with="" work;<=""><td></td><td></td><td>ger</td><td></td><td></td><td></td></insert>			ger			
	e.	if the work needs to be practicable to obtain the Manager may arrange to without the permission						
	f.	unless agreed otherwis Manager and the Client responsible for arrangir maintenance or the rep excess of £< <insert am<="" td=""><td></td><td></td><td>in</td><td></td><td></td><td></td></insert>			in			
		Manager may charge a arranging and overseei						
@C:-	I. D	DDOD MAN OO Door a stor Man			10.1	O		40

22	The Manager shall on behalf contracts for maintenance, re cleaning, gardening and othe considers necessary or comanagement of the Property obtaining the Client's prior a contract].

ıch		
ns, ger oer	<< >>	<< >>
ger ach		
ach		

Strategic management and advic

	Servi	ice		Included in Management Fee?	Additional Fees payable?
23	The Manager shall within << Commencement Date prepar schedule for the Property set budget for maintenance wo items and provision of service to cleaning and gardening) de		the nce d a of ted	<< >>	<< >>
24		the Client has approved maintenance schedule,	s	<< >>	<< >>
	a.	implement the progran			
	b.	review the programme months and advise the changes are required;			
	C.	amend the maintenand following any review are programme.			
25		ervice charge is payable ger shall:		<< >>	<< >>
	a.	prepare an annual bud Client;			
	b.	issue the estimated an (once approved) with e the Tenant at the start along with an apportion	jet to ar		
	C.	issue invoices to and c Tenant;			
	d.	issue a service charge the end of each service	at		

certified by [the Manager] e. maintain appropriate serv ensure that the service ch reconciled at the end of e f. in the event of an accoun shall inform the Client tha been raised incorrectly ar without any undue delay; g. ensure that the service ch reserve and sinking funds discrete (or virtual) bank The Manager shall notify the (laws and regulations relating to for commercial lettings and s Client if it becomes aware of a laws or regulations in relation Manager shall arrange for any to be taken, at the Client's c Client. The Manager shall make a me the Client at all reasonable tim notice for the purposes of relating to the Property.

S

<<Insert complete details of all fe charges listed below are by way circumstances.>>

Fee structure

- 1. The Client shall pay the follow
 - d. the Management Fe
 - e. the Additional Fees

Float held by Manager

- At the commencement of th float of £<<insert amount, e accordance with Schedule 1
- 3. When requested by the Mar so that it remains at £<<inse

Provision of statements, invoice

- The Manager shall within <
 Term and for so long as ned in relation to the Property fo
 - a. all sums received;
 - b. all expenditure incur
 - c. the Fees due to the
 - d. the amount held by
- 5. Having sent the statement t
 - a. retain the Fees and Days; and
 - b. retain such amount the float up to £<<in
 - c. remit the balance to
- If there are insufficient funds the float the Manager shall r Client shall pay that sum to

ments under this Agreement. The nd must be modified to suit the

er for the provision of the Services:

hall provide the Manager with a iture on behalf of the Client in

further sums of money to the float

r the end of each month during the the Client a statement setting out,

shall:

d invoice within << >> Business

imburse all expenditure and top and

Business Days.

se the expenditure and/or to top up required from the Client and the > Business Days. S

<<Insert details. The obligations li depending on the circumstances.>

- The Client confirms that the Leases of Units. In particula
 - a. any consent require the Client's lease;
 - b. any consent require
 - c. any consent require

has been obtained or will be

- 2. The Client shall provide the confirms that the Manager r
- 3. The Client understands that valid Energy Performance C unable to market a Unit if it I exemption has been registe in force. The Client shall eith Manager to arrange for an E
- The Client shall notify the M understands that the Manag Non-Resident Landlords Sc

be amended, deleted or added to

Property and are entitled to grant

erior landlord under the terms of

gee; and

S

se is completed.

all keys for the Property and f the keys as necessary.

ple to market any Unit unless a le and that the Manager will be ating of F or G, unless a valid Exemptions Register and remains vith a valid EPC or instruct the Unit (at the cost of the Client).

ecomes a non-UK resident and al with Rent in accordance with the venue & Customs.



