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(1) <<Insert name of Lessor or Lending Company>>

(2) <<Insert name of Lessee or Borrowing Company>>

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PROPERTY MANAGEMENT AGREEMENT
FOR MULTIPLE-LET COMMERCIAL PROPERTY

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Property Manager>> a company registered in <<Country of Registration>> under Registration Number <<Registration Number>> whose registered office is at] **OR** [<<Name of Property Manager>> ("the Manager") and
- (2) <<Name of Client>> [a company registered in <<Country of Registration>> under Registration Number <<Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Client")

WHEREAS:

- (1) The Manager provides property management services to commercial property owners. The Manager has knowledge and experience in that field.
- (2) The Client wishes to engage the Manager to provide the services set out in this Agreement, subject to the terms of this Agreement.
- (3) The Manager agrees to provide the services set out in this Agreement to the Client, subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

"Additional Fees"

the Manager's fees as notified to the Client for providing those aspects of the Services that are expressed in Schedule 1 to be at the Client's personal cost and for providing any other services at the request of the Client;

"Business Day"

any day (other than Saturday or Sunday) on which banks are open for their full day of business in England and Wales;

"Commencement Date"

the date on which provision of the Services commences, as set out in sub-Clause 8.1;

"Confidential Information"

information disclosed to either Party, information received by either Party from the other Party in connection with this Agreement, whether in writing or any other medium, which is not the information is expressly stated to be confidential or marked as such);

"Fees"

all sums due under this Agreement to the Client to the Manager, as set out in Schedule 2;

“Lease”

“Management Fee”

“Property”

“Rent”

“Rent Deposit”

“Services”

“Tenant”

“Term”

“Unit”

1.2 Unless the context of

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provision as

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1.3 The headings used
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or licence to occupy entered into in
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this Agreement];

or licence fee payable under a

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ble breaches of the Tenant's
e Lease;

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

or licensee of a Unit;

of this Agreement as set out in

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caretaker) that is let or otherwise
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ation) otherwise than solely in
the management of the Property
of services to the Property.

reference in this Agreement to:

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at the relevant time;

this Agreement and each of the
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ement;

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agraph of the relevant Schedule;

parties to this Agreement.

or convenience only and shall have
ement.

- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. **Provision of the Services**

- 2.1 With effect from the Term of this Agreement, the Manager shall, throughout the Term, provide the Services to the Client in respect of the Property.
- 2.2 The Manager shall provide the Services with reasonable skill and care, commensurate with the standards in the commercial property management industry.
- 2.3 The Manager shall comply with all reasonable instructions given to it by the Client provided that such instructions are compatible with the specification of Services provided in Schedule 3.
- 2.4 The Manager shall ensure that it complies with all applicable statutes, regulations, codes of conduct and any other rules relevant to the provision of the Services.
- 2.5 The Manager shall obtain and maintain in force during the Term all licences, permits and approvals which are necessary or advisable for the provision of the Services.
- 2.6 [The Manager may, in relation to the specified matters related to the Services, act on the instructions of the Client. Matters shall not be set out in this Agreement but shall be determined by the Parties as they arise from time to time.]
- 2.7 [The Manager shall endeavour to accommodate any reasonable change to the Services which may be requested by the Client, subject to the Client's payment of any related reasonable changes to the Fees that may be determined by the Parties.]

3. **Client's Obligations**

- 3.1 The Client shall undertake all necessary endeavours to provide all pertinent information to the Manager in order to enable the Manager to provide the Services.
- 3.2 The Client shall perform the obligations set out in Schedule 3.
- 3.3 The Client may, from time to time, give the Manager reasonable instructions to the Manager in relation to the provision of the Services. Any such instructions should be consistent with the specification of the Services provided in Schedule 3.
- 3.4 In the event that the Client requires a decision, approval, consent or any other communication from the Manager in order to continue with the provision of the Services or any part thereof, the Client shall provide the same in a reasonable and timely manner.
- 3.5 If any consents, licences or approvals are needed from any third parties such as landlords, local authorities or similar in order for provision of the Services to commence, it shall be the Client's responsibility to obtain such consents, licences or approvals.

- the Client's responsibility for the Services before provision of the Services (or the relevant part of the Services).
- 3.6 If the nature of the Services requires the Manager has access to the Client's premises or to any land or building to which is lawfully controlled by the Client, the Client shall grant the Manager access to the same at the times to be agreed between the Manager and the Client as required.
- 3.7 Any delay in the provision of the Services resulting from the Client's failure or neglect to comply with the provisions of this Clause 3 shall not be the responsibility or fault of the Manager.
4. **Fees, Payment and Records**
- 4.1 The Client shall pay the Manager in accordance with the provisions of Schedule 1.
- 4.2 The Manager shall be entitled to receive Fees due in accordance with the provisions of Schedule 1.
- 4.3 All payments required to be made pursuant to this Agreement by either Party shall be made within the period specified in the relevant invoice within Business Days of receipt by that Party.
- 4.4 All payments required to be made pursuant to this Agreement by either Party shall be made in cleared funds to a bank account in the United Kingdom bank as the receiving bank specified in the relevant invoice.
- 4.5 Where any payment is required to be made on a day that is not a Business Day, the payment shall be made on the next following Business Day.
- 4.6 Without prejudice to the provisions of sub-Clause 4.3, any sums which remain unpaid following the expiry of the period specified in sub-Clause 4.3 shall incur interest on a daily basis at the rate of <<insert percentage>> % above the base rate of <<insert name of bank>> from the date of payment is made in full of any such outstanding sums.
- 4.7 Each Party shall:
- 4.7.1 keep, or procure to be kept, such records and books of account as shall be necessary to enable the amount of any sums payable pursuant to this Agreement to be accurately calculated;
- 4.7.2 at the reasonable request of the other Party, allow that Party or its agent to inspect and copy the books of account and, to the extent that they relate to the sums payable, those sums, to take copies of them;
- 4.7.3 within <<insert interval>>, obtain at its own expense from an independent auditor a certificate as to the sums paid by that Party pursuant to this Agreement during the <<insert interval>>.
5. **Liability, Indemnity and Insurance**
- 5.1 The Manager shall maintain and keep in force at all times suitable and valid insurance that shall cover the Manager's liability in respect of the Services.

- 5.2 In the event that the Manager fails to perform the Services with reasonable care and skill it shall be liable to take such necessary remedial action at no additional cost to the Client.
- 5.3 The Manager's total liability for damage caused as a result of its negligence or breach of contract shall be limited to £<<insert sum>>.
- 5.4 The Manager shall not be liable for any loss or damage suffered by the Client in reliance on any instructions given by the Manager.
- 5.5 Nothing in this Agreement shall exclude the Manager's liability for death or personal injury.
- 5.6 Subject to sub-Clause 5.3, the Client shall indemnify the Manager against all costs, liability, damages and expenses arising out of the Manager's breach of contract.
- 5.7 The Client shall indemnify the Manager against any costs, liability, damages, loss or damage to any equipment or other property appointed by the Manager) caused by the Client.

6. Confidentiality

- 6.1 Each Party undertakes to keep confidential and not disclose any information provided by sub-Clause 6.2 or as authorised in writing by the other Party. It shall, at all times during the continuance of this Agreement and for a period of <insert period> years] after its termination:
- 6.1.1 keep confidential any information;
 - 6.1.2 not disclose any information to any other party;
 - 6.1.3 not use any information for any purpose other than as contemplated by the terms of this Agreement;
 - 6.1.4 not make any information available in any way or part with possession of any information;
 - 6.1.5 ensure that any disclosure by its officers, employees, agents, sub-contractors or subcontractors, which, if done by that Party, would be a breach of any of the provisions of Clauses 6.1.1 to 6.1.4 above.
- 6.2 Either Party may:
- 6.2.1 disclose any information to:
 - 6.2.1.1 any service provider of that Party;
 - 6.2.1.2 any government authority or regulatory body; or
 - 6.2.1.3 any other person of that Party or of any of the companies or bodies;
- provided that the disclosure is for the purposes contemplated by this Agreement (including the provision of the Services), or for the purposes of the Services, and in each case that Party shall first inform the other Party in writing in question that the Confidential Information is being disclosed. Except where the disclosure is to any such body or any employee or officer of any such body) or to the other Party a written

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confidentiality should be a keep the Co purposes for

party in question. Such undertaking in the terms of this Clause 6, to confidential and to use it only for the made; and

6.2.2 use any Cor other person or at any time fault of that not disclose knowledge.

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

6.3 The provisions of the terms, notwithstanding

be in force in accordance with their s Agreement for any reason.

7. Force Majeure

7.1 No Party to this Agreement shall be relieved of their obligations where the failure to perform is beyond the reasonable control of the Party limited to: power failure, strike, civil unrest, fire, flood, war, terrorism, governmental action or any other event in question.

for 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

7.2 [In the event that a Party fails to perform hereunder as a result of a Force Majeure event for a continuous period of <<insert period>>, the other Party may, by written notice at the option of the Parties shall agree to terminate the Agreement provided up to the date of termination any prior contractual obligations of this Agreement.]

t cannot perform their obligations r 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 shall commence on <<insert Commencement Date>> and shall continue for a term of <<insert Term>> in accordance with the provisions of this Clause 8.

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

8.2 Either Party shall have the right to terminate this Agreement by giving written notice to the other Party in accordance with the provisions of sub-Clause 8.1 or, if extended pursuant to Clause 8.2, for a period of <<insert period>>.

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

8.3 Either Party may terminate this Agreement by giving written notice to the other Party in accordance with the provisions of sub-Clause 8.1 or, if extended pursuant to Clause 8.2, for a period of <<insert period>>.

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

8.4 Either Party may terminate this Agreement by giving written notice to the other Party in accordance with the provisions of sub-Clause 8.1 or, if extended pursuant to Clause 8.2, for a period of <<insert period>>.

this Agreement by giving written

8.4.1 any sum owed by the Party to the other Party under any of the provisions of this Agreement shall be paid within <<insert period>> of the date of termination of the Agreement; Business Day

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

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8.4.2 the other Party shall be deemed to be in breach of any of the provisions of this Agreement if it is incapable of remedy, fails to remedy it within <<30>> Days after being given written notice giving it the opportunity to be remedied;

8.4.3 an encumbrance, or where the other Party is a company, a charge, or any of the property or assets of the other Party;

8.4.4 the other Party being a company, an arrangement with its creditors or, to an administration order (within the meaning of Section 86);

8.4.5 the other Party or firm, has a bankruptcy order made against it, goes into liquidation (except for the purposes of reconstruction and in such a manner that it therefrom effectively agrees to be bound by or imposed on that other Party under this Agreement;

8.4.6 anything and the law of any jurisdiction of the other Party;

8.4.7 that other Party to cease, to carry on business; or

8.4.8 control of the other Party or connected persons not otherwise defined in this Agreement. of this Clause 8, "control" and "connected" shall have the meanings ascribed thereto by Sections 112 of the Corporation Tax Act 2010.

8.5 For the purposes of this Clause 8, each shall be considered capable of remedy if the Party in question is capable of remedy with the provision in question in all respects.

8.6 The rights to terminate this Agreement given by this Clause 8 shall not prejudice any other rights of either Party in respect of the breach concerned (if any) of this Agreement.

9. Effects of Termination

Upon the termination of this Agreement, the following shall apply:

9.1 any sum owing by either Party under any of the provisions of this Agreement shall be due and payable;

9.2 the Manager shall deliver to the Client all monies, records, books and other materials held by the Client;

9.3 all Clauses which, by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;

9.4 termination shall not affect the right to damages or other remedy in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of this Agreement which existed at or before the date of termination;

9.5 subject as provided in Clause 8, neither Party shall have any obligation to the other; and

- 9.6 each Party shall (eferred to in Clause 6) immediately cease to use, either any Confidential Information, and shall immediately re ny documents in its possession or control which conta tial Information.
10. **No Waiver**
- No failure or delay by either of its rights under this Agreement shall be deemed to be a waiver by either Party of a breach of any provision of this Agr waiver by either Party of a breach to be a waiver of any subsequent breach of the same or any
11. **Further Assurance**
- Each Party shall execute deeds, documents and things as may be necessary to carry teement into full force and effect.
12. **Costs**
- Subject to any provisions ty to this Agreement shall pay its own costs of and incident eparation, execution and carrying into effect of this Agreement
13. **Set-Off**
- Neither Party shall be entit n any manner from payments due or sums received in res er this Agreement or any other agreement at any time.
14. **Assignment and Sub-Con**
- 14.1 [Subject to sub-Cl ment is personal to the Parties. Neither Party may arge (otherwise than by floating charge) or sub-lice te any of its rights hereunder, or sub-contract or othe obligations hereunder without the written consent of consent not to be unreasonably withheld.
- 14.2 [The Manager shall y of the obligations undertaken by it through any othe or through suitably qualified and skilled sub-contract on of such other member or sub-contractor shall, for reement, be deemed to be an act or omission of the M
15. **Time**
- 15.1 [The Parties agree referred to in this Agreement shall be of the essence of
- OR**

- 15.2 [The Parties agree that the provisions of this Agreement are for guidance only and may be varied by mutual agreement of the Parties.]
16. **Relationship of the Parties**
- Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly provided in this Agreement.
17. **Non-Solicitation**
- 17.1 Neither Party shall, for a period of <<insert period>> after its termination of the Agreement, employ or contract the services of any person who is or was previously engaged by the other Party at any time in relation to the Agreement without the express written consent of that Party].
- 17.2 Neither Party shall, for a period of <<insert period>> after its termination of the Agreement, solicit or entice away from the other Party any customer or client with whom solicitation or enticement would cause damage to the other Party [without the express written consent of that Party].
18. **Third Party Rights**
- 18.1 No part of this Agreement shall confer rights on any third parties and the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
19. **Notices**
- 19.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorized officer of the Party giving the notice.
- 19.2 Notices shall be deemed to have been given:
- 19.2.1 when delivered to the recipient by hand, at business hours of the recipient; or
- 19.2.2 when sent, by post, fax, e-mail and a successful transmission is generated; or
- 19.2.3 on the fifth business day after mailing, if mailed by national ordinary mail; or
- 19.2.4 on the tenth business day after mailing, if mailed by airmail, postage prepaid.
- In each case notices shall be given to the most recent address, e-mail address, or facsimile address of the other Party.

20. **Entire Agreement**

20.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by the authorized representatives of the Parties.

20.2 Each Party acknowledges that in entering into this Agreement, it does not rely on any representation or warranty or provision except as expressly stated in the Agreement, its conditions, warranties or other terms and shall be bound to the fullest extent permitted by law.

21. **Counterparts**

This Agreement may be executed in any number of counterparts and by the Parties to it on separate occasions. Each counterpart when so executed and delivered shall be an original, but all counterparts together shall constitute one and the same instrument.

22. **Severance**

In the event that one or more provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of this Agreement shall be valid and enforceable.

23. **Dispute Resolution**

23.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations with their appointed representatives who have the authority to settle the dispute.

23.2 [If negotiations under this clause do not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.]

23.3 [If the ADR procedure under 23.2 does not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.]

23.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of rules, the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the International Chamber of Commerce for the appointment of an arbitrator and for any decision on rules that may be required.

23.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for any relief.

23.6 The Parties hereby acknowledge that the award and outcome of the final method of dispute resolution under this Clause [not] be final and binding on both Parties.

Parties.

24. Law and Jurisdiction

- 24.1 This Agreement (including any amendments made to it) shall be governed by, and construed in accordance with, the law of England and Wales.
- 24.2 Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the parties arising out of or in connection with this Agreement (including any non-contractual matters) shall fall within the jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been executed and signed by the parties before written

SIGNED by
<<Name and Title of person signing for and on behalf of <<Manager's Name>>>

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

SIGNED by

<<Name and Title of person signing for and on behalf of <<Client's Name>>>

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

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ual matters and obligations arising out of or in connection with this Agreement shall be governed by, and construed in accordance with, the law of England and Wales.

dispute, controversy, proceedings or claim between the parties arising out of or in connection with this Agreement (including any non-contractual matters) shall fall within the jurisdiction of the courts of England and Wales.

executed the day and year first

<<Insert a detailed specification of the services provided by the Manager under this Agreement. The list below is by way of example and must be modified to suit the circumstances.>>

Marketing when Units are vacant

	Service		Included in Management Fee?	Additional Fees payable?
1	When any Unit is unoccupied, the Manager shall prepare qualified commercial lettings particulars for letting on a Lease at a market rent.	me ply nit	<< >>	<< >>
2	The Manager shall [instruct] prepare particulars of the description [, video footage] and the particulars have been approved. The Manager shall prepare printed advertising particulars to their website.	to] en ce ey he	<< >>	<< >>
3	The Manager shall, if so instructed by the Client at the Client's cost, arrange for a Certificate (EPC) to be prepared.	at ce	<< >>	<< >>
4	The Manager shall not commence the marketing of a Unit until a valid EPC is available and the energy efficiency rating is between E and C unless an exemption has been registered on the Exemptions Register and removed.	her s a gy lid RS	<< >>	<< >>
5	The Manager shall [instruct] deal with enquiries from potential tenants, conduct viewings and keep a record of the outcome of all enquiries and viewings.	deal and he	<< >>	<< >>
6	The Manager shall [instruct] negotiate terms with potential tenants and have a written agreement in place before a tenant occupies a Unit.	to] an	<< >>	<< >>
7	The Manager shall [instruct] provide appropriate references on any potential tenant and ensure that the references are up to date.	up ed all	<< >>	<< >>

8	The Manager shall, if requested by the Client at the Client's cost, arrange for a survey to be prepared in respect of the Unit.	the be	<< >>	<< >>
9	The Manager shall [instruct] the Client with the Client's and the Tenant's consent to provide them with reasonable assistance in the completion of a Lease.	se nd ve	<< >>	<< >>
10	The Manager shall sign any Lease on behalf of the Client if the Client agrees to do so.	on to	<< >>	<< >>
11	The Manager shall not permit a Tenant to occupy a Unit until a Lease has been completed.	nit	<< >>	<< >>
12	If so required by the Client, and upon receipt of the necessary documentation being completed by the Tenant, the Manager shall act as the Client's representative and shall deal with the Tenant as required by the terms of his agreement.	ary he as as er.	<< >>	<< >>

Day-to-day management of the Property

	Service		Included in Management Fee?	Additional Fees payable?
13	Subject to the Client providing the necessary information (such as the names of the service providers and the relevant contact details) the Manager shall notify the Local Authority and any utilities or service providers whenever the identity of the person responsible for the management of a Unit changes.	the the the tes ice Unit in	<< >>	<< >>
14	Subject to the Manager being provided with a float provided by the Client (or the Tenant) the Manager shall manage the Property on the following basis: a. the Manager shall not be paid by a Tenant in respect of the Property as Business Rates, or in respect of other services such as cleaning, security, etc. but the Manager shall be paid as they relate to a vacant or unoccupied;	of a y a the to uch for nd) far is	<< >>	<< >>

	<p>b. the Manager shall charge and other sums to the landlord or the landlord's management company;</p> <p>c. the Manager shall pay for the Property (including maintenance, repairs, and cleaning and other services commissioned in accordance with this Agreement;</p> <p>d. the Manager shall pay for insurance of the Property and shall be able to arrange insurance;</p> <p>e. the Manager shall not be liable for any loss or damage it has received an invoice for;</p> <p>f. the Manager shall be responsible for paying invoices and demands;</p> <p>g. the Client may instruct the Manager to take some or all of the types of actions listed above.</p>			
15	The Manager shall on behalf of the Client receive Rent and other sums from the tenants in accordance with the terms of the Lease.	and in	<< >>	<< >>
16	<p>If Rent or any other sum is unpaid for more than 15 Days after falling due:</p> <p>a. the Manager shall notify the Client and attempt to obtain payment by making calls, visiting the relevant tenants and sending three arrears letters;</p> <p>b. if the Rent remains unpaid for more than 30 days, the Manager shall notify the Client of the steps that it has taken;</p> <p>c. the Manager shall, if requested by the Client at the Client's cost, [instruct a solicitor or other professional to] take the steps requested by the Client.</p>	the Manager shall, if requested by the Client at the Client's cost, [instruct a solicitor or other professional to] take the steps requested by the Client.	<< >>	<< >>
17	The Manager shall inspect the Property and shall report its findings to the Client.	the Manager shall inspect the Property and shall report its findings to the Client.	<< >>	<< >>
18	The Manager shall, if requested by the Client at the Client's cost, conduct more frequent inspections of the Property and shall report its findings to the Client.	the Manager shall, if requested by the Client at the Client's cost, conduct more frequent inspections of the Property and shall report its findings to the Client.	<< >>	<< >>
19	The Manager shall:			

	<p>a. advise the Client of any breaches of a Lease that come to the attention of the Manager;</p> <p>b. require the Tenant to remedy any breaches by making telephone calls to the Manager and sending up to three written notices to the Tenant;</p> <p>c. if the breaches have not been remedied after taking these steps, notify the Client of the steps taken;</p> <p>d. if requested by the Client, to [insert] post, take any action and/or [insert] instruct a suitably qualified person to take the next steps required.</p>	of	<< >>	<< >>
20	The Manager shall advise the Client of any breaches by the Tenant or by other parties.	used ty.	<< >>	<< >>
21	<p>The Manager shall be responsible for the management of the Property, including maintenance and replacement of the following:</p> <p>a. the cost of any maintenance and replacements shall be borne by the Client;</p> <p>b. if the work is listed in the schedule and approved by the client and in accordance with 23 the Manager may arrange for the work to be done without reference to the Client;</p> <p>c. if the work is not listed in the schedule and the cost of the work is less than £<<insert amount>> the Manager may arrange for the work to be done without reference to the Client;</p> <p>d. if the work is not listed in the schedule and the cost of the work is £<<insert amount, e.g. £1,000>> or more the Manager shall contact the Client and if the Client does not agree to proceed with the work, the Manager may proceed with the work;</p> <p>e. if the work needs to be done and it is not practicable to obtain the permission of the Client, the Manager may arrange for the work to be done without the permission of the Client;</p> <p>f. unless agreed otherwise in writing between the Manager and the Client, the Manager is responsible for arranging and overseeing the maintenance or the replacement of the following in excess of £<<insert amount>> the Manager may charge a fee for arranging and overseeing the work.</p>	ph ule ule ger t in	<< >>	<< >>

22	The Manager shall on behalf of the Client enter into contracts for maintenance, repairs, cleaning, gardening and other services which the Manager considers necessary or desirable for the proper management of the Property, and shall obtain the Client's prior approval in writing for each contract].	such contracts, the Manager shall obtain the Client's prior approval in writing for each contract.	<< >>	<< >>
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Strategic management and advice

	Service		Included in Management Fee?	Additional Fees payable?
23	The Manager shall within << >> months of the Commencement Date prepare a maintenance schedule for the Property setting out a budget for maintenance work (including items and provision of services such as cleaning and gardening) due to be carried out during the first year of the tenancy.	the Manager shall prepare a maintenance schedule for the Property setting out a budget for maintenance work (including items and provision of services such as cleaning and gardening) due to be carried out during the first year of the tenancy.	<< >>	<< >>
24	Once the Client has approved the maintenance schedule, the Manager shall: a. implement the programme; b. review the programme at least every 12 months and advise the Client if any changes are required; c. amend the maintenance schedule following any review and approval by the Client.	Once the Client has approved the maintenance schedule, the Manager shall: a. implement the programme; b. review the programme at least every 12 months and advise the Client if any changes are required; c. amend the maintenance schedule following any review and approval by the Client.	<< >>	<< >>
25	If a service charge is payable the Manager shall: a. prepare an annual budget for the service charge and submit it to the Client; b. issue the estimated annual budget (once approved) with a copy to the Tenant at the start of the financial year along with an apportionment of the service charge; c. issue invoices to and collect the service charge from the Tenant; d. issue a service charge statement to the Tenant at the end of each service charge period.	If a service charge is payable the Manager shall: a. prepare an annual budget for the service charge and submit it to the Client; b. issue the estimated annual budget (once approved) with a copy to the Tenant at the start of the financial year along with an apportionment of the service charge; c. issue invoices to and collect the service charge from the Tenant; d. issue a service charge statement to the Tenant at the end of each service charge period.	<< >>	<< >>

	<p>certified by [the Manager]</p> <p>e. maintain appropriate service charges and ensure that the service charges are reconciled at the end of each month;</p> <p>f. in the event of an account being raised incorrectly and without any undue delay;</p> <p>g. ensure that the service charges are reserved and sinking funds are held in a discrete (or virtual) bank account.</p>		
26	The Manager shall notify the Client of any laws and regulations relating to the Property for commercial lettings and shall inform the Client if it becomes aware of any changes in laws or regulations in relation to the Property. The Manager shall arrange for any action to be taken, at the Client's cost, in compliance with the laws or regulations.	<< >>	<< >>
27	The Manager shall make a meeting with the Client at all reasonable times and shall give notice for the purposes of the meeting relating to the Property.	<< >>	<< >>

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<<Insert complete details of all fees and charges listed below are by way of example and must be modified to suit the circumstances.>>

Fee structure

1. The Client shall pay the following fees for the provision of the Services:
 - d. the Management Fee
 - e. the Additional Fees

Float held by Manager

2. At the commencement of the Term the Client shall provide the Manager with a float of £<<insert amount, expressed in pence>> in accordance with Schedule 1.
3. When requested by the Manager the Client shall provide further sums of money to the float so that it remains at £<<insert amount>>.

Provision of statements, invoices

4. The Manager shall within <<insert number of days>> of the end of each month during the Term and for so long as needed to complete the accounts for the Client a statement setting out,
 - a. all sums received;
 - b. all expenditure incurred;
 - c. the Fees due to the Manager;
 - d. the amount held by the Manager.
5. Having sent the statement to the Client the Manager shall:
 - a. retain the Fees and pay the balance to the Client within <<insert number of days>> Business Days; and
 - b. retain such amount as is necessary to maintain the float up to £<<insert amount>> and
 - c. remit the balance to the Client within <<insert number of days>> Business Days.
6. If there are insufficient funds to maintain the float the Manager shall request the Client to top up the float. The Client shall pay that sum to the Manager within <<insert number of days>> Business Days.

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