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(1) <<Insert name of the Agent Company>>

(2) <<Insert name of the Agent>>

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PROPERTY MANAGEMENT AGREEMENT
FOR SINGLE RESIDENTIAL 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 property owners. The Manager has reasonable skill, experience and knowledge in that field.
- (2) The Client wishes to engage the Manager to provide the services set out in this Agreement, subject to the terms and conditions 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 which 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;

"Applicable Tenancies"

tenancies in England listed in section 84(1) of the Landlord and Tenant Act 1954;

"Business Day"

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

"Commencement Date"

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

"Common Parts"

any common/non/shared areas of the building or any part of the property forms part and which the Client has no estate or interest;

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“Confidential Information”

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

“Fees”

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

“FFHH Act”

es (Fitness for Human Habitation

“HHSRS Regulations”

sing Health and Safety Rating
d) Regulations 2005 or (if the
ales) The Housing Health and
ystem (Wales) Regulations 2006;

“Management Fee”

plus VAT (£<< >> inclusive of
ear month;

“Property”

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

“Redress Schemes Order”

ess Schemes for Lettings Agency
erty Management Work
(Belong to a Scheme etc)
2014;

“Services”

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

“Term”

of this Agreement as set out in

1.2 Unless the context of

reference in this Agreement to:

- a. “writing”, and
communicat
similar mean
- b. a statute or
provision as
- c. “this Agree
Schedules a
- d. a Schedule i

on, includes a reference to any
hnic or facsimile transmission or
is a reference to that statute or
at the relevant time;
this Agreement and each of the
nted at the relevant time;
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- e. a Clause or paragraph of this Agreement (other than paragraph 1.3) shall be read in conjunction with the relevant Schedule;
- f. a "Party" or "Parties" shall mean the Parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 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 and other entities.

2. Provision of the Services

- 2.1 With effect from the start of 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, in accordance with the standards of the property management industry in the United Kingdom.
- 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 the Schedule.
- 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 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 connection with the provision of the Services, act on the instructions of the Client. Any such instructions shall not be set out in this Agreement but shall be set out in writing by the Parties as they arise from time to time.]
- 2.7 [The Manager shall endeavour to accommodate any reasonable change to the Services requested by the Client, subject to the Client paying any additional Fees that may be due in connection with such changes.]
- 2.8 In accordance with the provisions of the Financial Ombudsman Scheme for Property Agents, if the Manager is a member of the Financial Ombudsman Scheme for Property Agents, the name of the Manager's Ombudsman is [The Financial Ombudsman for Property] [The Property Ombudsman]. A copy of the Manager's Ombudsman details shall be provided on request.
- 2.9 In accordance with the provisions of the Money Protection Schemes for Property Agents Regulations 2019 the Manager is a member of a money protection scheme. The name of the money protection scheme is [The Property Ombudsman Scheme]. A copy of the Manager's details of the client money protection scheme may be obtained on request.

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3. Client's Obligations

- 3.1 The Client shall use all reasonable endeavours to provide all pertinent information to the Manager in order for the Manager's provision of the Services.
- 3.2 The Client shall perform all obligations set out in Schedule 3.
- 3.3 The Client may, from time to time, give reasonable instructions to the Manager in relation to the provision of the Services. Any such instructions should be in accordance with the specification of the Services provided in Schedule 3.
- 3.4 In the event that the Client requires the Manager to make a decision, approval, consent or any other communication in order to continue with the provision of the Services or any other obligation, the Client shall provide the same in a reasonable and timely manner.
- 3.5 If any consents, licences or permissions are needed from any third parties such as landlords, local authorities or similar in order for provision of the Services (thereof) to commence, it shall be the Client's responsibility to obtain such consents before provision of the Services.
- 3.6 If the nature of the Services requires the Manager to have access to the Client's premises or any other place to which is lawfully controlled by the Client, the Client shall ensure that the Manager has 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 omission to comply with the provisions of this Clause 3 shall not be the responsibility or fault of the Manager.

4. Fees, Payment and Recovery

- 4.1 The Client shall pay the Manager in accordance with the provisions of Schedule 3.
- 4.2 The Manager shall invoice the Client for Fees due in accordance with the provisions of Schedule 3.
- 4.3 All payments required by the Manager to this Agreement by either Party shall be made within the time specified in the Business Days of receipt by that Party of the relevant invoice.
- 4.4 All payments required by the Manager to this Agreement by either Party shall be made in cleared funds to a United Kingdom bank as the receiving bank as 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 time specified in sub-Clause 4.3 shall incur interest on a daily basis at the rate of 6% above the base rate of <<insert name of bank>> from the date of the payment is made in full of any such outstanding sums.

4.7 Each Party shall:

- a. keep, or procure to be kept, such records and books of account as are necessary to enable the amount of any sums payable pursuant to this Agreement to be accurately calculated;
- b. 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, to take copies of them; and
- c. within <<insert interval>>, obtain at its expense from the other Party an auditors' certificate as to the sums paid by that Party pursuant to this Agreement <<insert interval>>.

5. Liability, Indemnity and Insurance

- 5.1 The Manager shall maintain at all times suitable and valid insurance that shall cover the Services.
- 5.2 In the event that the Manager fails to perform the Services with reasonable care and skill it shall 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 5.7, the Manager shall indemnify the Client against any costs, liability, damages or losses arising out of the Manager's breach of contract.
- 5.7 The Client shall indemnify the Manager against any costs, liability, damages, losses or damage to any equipment or property (including that belonging to the Client) appointed by the Manager in reliance on any instructions given by the Client.

6. Confidentiality

- 6.1 Each Party undertakes to keep confidential and not disclose to any other party, in any way or part with possession of information provided by sub-Clause 6.2 or as otherwise required by law, it shall, at all times during the continuance of this Agreement and for a period of <<insert period>> years] after its termination:
 - a. keep confidential the information;
 - b. not disclose the information to any other party;
 - c. not use any information for any purpose other than as contemplated by the terms of this Agreement;
 - d. not make any disclosure of any Confidential Information in any way or part with possession of

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- e. ensure that officers, employees, agents, sub-contractors of that Party, which, if done by that Party, would be a breach of the Confidential Information Clauses 6.1.1 to 6.1.4 above.

6.2 Either Party may:

- a. disclose any Confidential Information to:
 - 6.2.a.1 any service provider of that Party;
 - 6.2.a.2 any government authority or regulatory body; or
 - 6.2.a.3 any other person of that Party or of any of the service providers or bodies;provided that the disclosure is for the purposes contemplated by this Agreement (including the Services), and limited to, the provision of the Services; and in each case that Party shall first inform the other Party in question that the Confidential Information is being disclosed, except where the disclosure is to any government authority or any employee or officer of any government authority or to the other Party a written undertaking in question. Such undertaking should be a written undertaking in the terms of this Clause 6, to keep the Confidential Information confidential and to use it only for the purposes for which it was made; and
- b. use any Confidential Information for any purpose, or disclose it to any other person, or at any time, if it is at the date of this Agreement, or has become, public knowledge through no fault of that Party, or if the use or disclosure, that Party must not disclose Confidential Information that is not public knowledge.

- 6.3 The provisions of this Clause 6 shall be in force in accordance with their terms, notwithstanding any termination of this Agreement for any reason.

7. Force Majeure

- 7.1 No Party to this Agreement shall be liable for any failure or delay in performing its obligations under this Agreement if the failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, industrial action, civil unrest, fire, flood, acts of terrorism, acts of war, governmental action, or any other cause which is beyond the control of the Party in question.
- 7.2 [In the event that a Party cannot perform their obligations hereunder as a result of a continuous period of <<insert period>>, the other Party shall terminate this Agreement by written notice at the end of such period. In the event of such termination, the Parties shall agree to a reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual obligations and the Party's reasonable reliance on the performance of this Agreement.]

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8. Term and Termination

- 8.1 This Agreement shall commence on <<insert Commencement Date>> and shall continue for a term of <<insert term>> from that date, subject to the provisions of this Clause 8.
- 8.2 Either Party shall have the right to terminate the agreement and consent of the other Party and extend the term of the agreement for a period of not less than <<insert notice period>> written notice to the other Party, or to the expiry of the Term specified in sub-Clause 8.1 (whichever is the longer period) for which this Agreement has been entered into, or to extend this Agreement for a further period of <<insert period>>.
- 8.3 Either Party may terminate this Agreement by giving to the other not less than <<insert notice period>> written notice, which notice shall expire on or at any time after <<insert minimum term>>.
- 8.4 Either Party may terminate this Agreement by giving written notice to the other Party if the other Party:
- a. has failed to pay to the other Party under any of the provisions of Clause 7 any sum due by it on or before the Business Day following the date of payment;
 - b. has breached any of the provisions of this Agreement which are capable of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice giving it the opportunity to remedy the breach and requiring it to be remedied;
 - c. is an encumbered company, or where the other Party is a company, is a company in which the other Party has an interest in any of the property or assets of the company;
 - d. has entered into an arrangement with its creditors or, where the other Party is a company, has entered into an administration order (within the meaning of Section 86);
 - e. is an individual or firm, has a bankruptcy order made against it, or goes into liquidation (except for reconstruction or re-construction and in such case the other Party therefrom effectively agrees to be bound by or to accept the terms imposed on that other Party under this Agreement);
 - f. has failed to comply with the foregoing under the law of any jurisdiction or the law of the other Party;
 - g. has ceased, to carry on business; or
 - h. is controlled by any person or connected with any person on the date of this Agreement. For the purposes of Clause 8, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Income Tax Act 2010.
- 8.5 For the purposes of Clause 8, each Party shall be considered capable of remedy if the Party 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) d

9. Effects of Termination

Upon the termination of this

9.1 any sum owing by e
Agreement shall be

9.2 the Manager shall
materials held by th

9.3 all Clauses which, e
the expiry or termin

9.4 termination shall no
which the terminati
termination or any
may have in respe
before the date of te

9.5 subject as provided
rights neither Party

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

10. No Waiver

No failure or delay by either
shall be deemed to be a wa
of any provision of this Agr
breach of the same or any

11. Further Assurance

Each Party shall execute
may be necessary to carry

12. Costs

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

13. Set-Off

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

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on:

under any of the provisions of this
nd payable;

monies, records, books and other
ne Client;

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

right to damages or other remedy
spect 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
r obligation to the other; and

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

of its rights under this Agreement
waiver by either Party of a breach
to be a waiver of any subsequent

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

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

n any manner from payments due
er this Agreement or any other

14. Assignment and Sub-Contracting

14.1 [Subject to sub-Clause 14.2, neither Party may assign (other than by floating charge) or sub-license any of its rights hereunder, or enter into any sub-contract or other arrangement in respect of its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

14.2 [The Manager shall not be released from any of the obligations undertaken by it through any other arrangement, whether or not through suitably qualified and experienced person or through such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act of the Manager or omission of the Manager.]

15. Time

15.1 [The Parties agree that time shall be of the essence of this Agreement.]

OR

15.2 [The Parties agree that time shall be of the essence of this Agreement for guidance only and may be varied by mutual agreement.]

16. Relationship of the Parties

Nothing in this Agreement shall constitute a partnership, joint venture, agency or other contractual relationship except as expressly stated herein.

17. Non-Solicitation

17.1 Neither Party shall, within a period of <<insert period>> after its termination of this 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 this Agreement without the express written consent of that Party].

17.2 Neither Party shall, within a period of <<insert period>> after its termination of this Agreement, solicit or entice away from the other Party any customer or client of the other Party with 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 accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

ment is personal to the Parties. No Party shall assign (other than by floating charge) or sub-license any of its rights hereunder, or enter into any sub-contract or other arrangement in respect of its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.

any of the obligations undertaken by it through any other arrangement, whether or not through suitably qualified and experienced person or through such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act of the Manager or omission of the Manager.]

referred to in this Agreement shall be of the essence of this Agreement.]

referred to in this Agreement are for guidance only and may be varied by mutual agreement of the Parties.]

seemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly stated herein.

ement and for a period of <<insert period>> after its termination of this 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 this Agreement without the express written consent of that Party].

ement and for a period of <<insert period>> after its termination of this Agreement, solicit or entice away from the other Party any customer or client of the other Party with solicitation or enticement would cause damage to the other Party [without the express written consent of that Party].

fer rights on any third parties and accordingly 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:

- a. when delivered in person to the addressee or other messenger (including overnight delivery) during business hours of the recipient; or
- b. when sent, by registered mail, by electronic mail or e-mail and a successful transmission is generated; or
- c. on the fifth business day after mailing, if mailed by national first-class registered mail; or
- d. on the tenth business day after mailing, if mailed by airmail, postage prepaid.

In each case notice shall be deemed to have been given to the most recent address, e-mail address, or facsimile number of the Party giving notice.

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 Parties or their 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 of the other Party except as expressly provided in this Agreement. The Parties agree that the provisions, warranties or other terms of this Agreement shall prevail 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 this Agreement and the remainder of this Agreement shall remain 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 bind the Parties.

23.2 If negotiations under this section do not resolve the matter within

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<<insert period>> of the parties to attempt to resolve the dispute through Dispute Resolution.

23.3 [If the ADR procedure does not resolve the matter within <<insert period>> of the parties, or if either Party will not participate in the 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 for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators 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 from applying to a court for an order in relation to the arbitration.

23.6 The Parties hereby agree that the outcome of the final method of dispute resolution used shall be final and binding on both Parties.

24. Law and Jurisdiction

24.1 This Agreement (including any amendments thereto) 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.

25. VAT

This Agreement details the net price of the services. If the rate of VAT is changed, the Client will be liable to pay the VAT on the net price. VAT is chargeable regardless of any change.

IN WITNESS WHEREOF this Agreement has been signed and sealed 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>>

to negotiate, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution.

23.2 If the ADR procedure does not resolve the matter within <<insert period>> of the parties, or if either Party will not participate in the procedure, the dispute may be referred to arbitration by either Party.

23.3 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 for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators 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 an order in relation to the arbitration.

23.6 The Parties hereby agree that the outcome of the final method of dispute resolution used shall [not] be final and binding on both Parties.

24.1 This Agreement (including any amendments thereto) 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.

25. VAT
This Agreement details the net price of the services. If the rate of VAT is changed, the Client will be liable to pay the VAT on the net price. VAT is chargeable regardless of any change.

executed the day and year first

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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<<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 the Property is

	Service		Included in Management Fee?	Additional Fees payable?
1	When the Property is unoccupied, the Manager shall engage a qualified lettings agent to market the Property on an assured shorthold tenancy basis.	me ply ng	<< >>	<< >>
2	The Manager shall [instruct a professional valuer to] prepare particulars of the Property including a description [, video footage] and photographs. The particulars have been approved by the Client and shall be published in brochures, newspapers, advertising materials and online.	to] en ce ey ed	<< >>	<< >>
3	The Manager shall, if so instructed by the Client at the Client's cost, arrange for an Energy Performance Certificate (EPC) to be prepared for the Property.	at ce	<< >>	<< >>
4	The Manager shall not commence the marketing of the Property unless a valid EPC is available for the Property or a valid exemption has been registered on the PRS Exemptions Register and the Manager has provided the Client with a copy of the EPC or exemption certificate.	her erty y's r a nal	<< >>	<< >>
5	The Manager shall, if requested by the Client at the Client's cost, arrange for gas safety checks to be carried out in accordance with the Client's obligations in the Gas Safety (Use) Regulations 1998, the Gas Safety (Installation and Use) Regulations 1994 (as amended) (before 08 December 2016), the Gas Safety Regulations 2016 (from 08 December 2016) (for the purposes of the Gas Safety Regulations 2016) and the Gas Safety Standards in the Private Residential Buildings Regulations 2020.	the ety he nd ent ed ent on ety nd)	<< >>	<< >>
6	If it appears to the Manager that the Property may be in breach of the HHSRS Regulations the Manager shall take such steps as are reasonable to ensure compliance with the Regulations.	at he	<< >>	<< >>

	<p>a. advise the Client of the works that need to be taken;</p> <p>b. recommend that the works be carried out by a suitably qualified person.</p>			
7	<p>The Manager shall, if requested at the Client's cost, arrange for works to be carried out on the Property:</p> <p>a. in order to minimise the impact of the works on the HHSRS Regulations;</p> <p>b. in response to a notice served by a local authority under the HHSRS Regulations.</p>		<< >>	<< >>
8	<p>If the tenancy will fall within the scope of the Tenancies and it appears that the Property and/or the Common Parts are not in a state of repair fit for human habitation as required by the HHSRS Regulations, the Manager shall:</p> <p>a. advise the Client of the works that need to be taken to put and keep the Property and/or the Common Parts in a state that is fit for human habitation as required by the HHSRS Regulations;</p> <p>b. recommend that the works be carried out by a suitably qualified person.</p>		<< >>	<< >>
9	<p>The Manager shall, if requested at the Client's cost, arrange for works to be carried out on the Property and/or Common Parts (where such works are required for these works from the HHSRS Regulations) in order to put the Property and/or the Common Parts in a state that is fit for human habitation as required by the HHSRS Regulations in accordance with the FFHH Act 2003.</p>		<< >>	<< >>
10	<p>The Manager shall, if requested at the Client's cost:</p> <p>a. arrange for the installation of smoke and carbon monoxide alarms required by the Carbon Monoxide Alarms Regulations 2015;</p> <p>b. check that each alarm is working on the day a new tenancy begins;</p> <p>c. carry out any remedial action in response to a notice relating to the Property or the Common Parts under the Smoke and Carbon Monoxide Alarms Regulations 2015.</p>		<< >>	<< >>

11	The Manager shall [instruct with enquiries from potential viewings and keep the Client all enquiries and viewings.	deal ort of	<< >>	<< >>
12	The Manager shall [instruct the appropriate references on and a firm commitment to enter and shall ensure that the re the Client.	up ed ent to	<< >>	<< >>
13	The Manager shall [instruct to extent that sections 20–37 o are in force in relation to the is situated), accept liability requirements of sections 20– on behalf of the Client and sh a. obtain from the propos intended adult occupie information and document carry out “right to rent” che b. carry out “right to rent” ch relevant Home Office guidance; c. report the outcome of the soon as possible.	he 14 rty he Act ny he to all nd as	<< >>	<< >>
14	The Manager shall [instru prepare a holding deposit agr is to be collected, which sha Client. The Manager shall agreement on behalf of the the Manager to do so.	to] osit he osit cts	<< >>	<< >>
15	The Manager shall comply w respect of holding deposits in	in .	<< >>	<< >>
16	The Manager shall, if request Client’s cost, arrange for: a. an inventory of the photographic schedu prepared by an indepe b. the inventory clerk to new tenant whereby th are confirmed by the te c. the inventory clerk to the tenant whereby th the Property are check	he a be n a ory ith of of	<< >>	<< >>

	the inventory and photographic schedule for the Client		
17	The Manager shall, if requested by the Client's cost, arrange for the Property to be professionally cleaned before the start of the tenancy.	<< >>	<< >>
18	The Manager shall [instruct a professional to] prepare an agreement for signature by a professional to obtain the Client's approval of the terms of the tenancy.	<< >>	<< >>
19	The Manager shall sign any tenancy document on behalf of the Client and the Manager to do so.	<< >>	<< >>
20	The Manager shall not permit the Client to occupy the Property until that tenant has: <ul style="list-style-type: none"> a. signed a tenancy agreement; b. paid to the Manager the first month's rent; c. paid to the Manager in advance a deposit equivalent to [three weeks' rent]¹; and d. provided a signed statement of payments of rent to the Manager. 	<< >>	<< >>
21	The Manager shall protect, handle and hold the Client's deposits in accordance with the provisions of the Housing Act 2004.	<< >>	<< >>
22	The Manager shall provide to the Client a copy of a security deposit being held by the Manager and the "information" required by the Housing Act 2004.	<< >>	<< >>
23	The Manager shall [instruct the Client to provide the Tenant with the latest version of the Housing, Communities and Local Government Rent: the checklist for renting a property in Wales) the publication "A Home in the Private Rented Sector: A Guide for Tenants" before the completion of the tenancy agreement.	<< >>	<< >>

¹ Security deposits in England are capped at five weeks' rent or capped at six weeks' where the annual rent is under £50,000. In Wales are not currently capped but the Government has the power to introduce caps in the future.

Day-to-day management of the Property

	Service		Included in Management Fee?	Additional Fees payable?
24	Subject to the Client providing the necessary information (such as the names of service providers and the relevant contact details) the Manager shall notify the Local Council, the relevant department and any utilities or service providers whenever the identity of the person responsible for payment of the fees for the services is changed.	the Client shall provide the necessary information (such as the names of service providers and the relevant contact details) to the Manager.	<< >>	<< >>
25	<p>Subject to the Manager being provided with a valid float provided by the Client (or a tenant) the Manager shall pay for the running costs of the Property on the following basis:</p> <p>a. the Manager shall not be paid by a tenant in respect of the running costs (such as Council Tax, Council charges for other services and broadband) but the Manager shall pay the charges insofar as they are incurred by the Property is unoccupied;</p> <p>b. the Manager shall pay the charges and other services in respect of the Property which are charged by the landlord or the landlord's management company;</p> <p>c. the Manager shall pay for the running costs of the Property (including maintenance, repairs, cleaning and other services commissioned in accordance with this Agreement;</p> <p>d. the Manager shall pay for the running costs of the Property for insurance of the Property and shall be able to arrange insurance for the Property;</p> <p>e. the Manager shall not be paid by a tenant in respect of it has received an invoice from a service provider;</p> <p>f. the Manager shall be responsible for paying the invoices and demands for the running costs of the Property;</p> <p>g. the Client may instruct the Manager to pay for some or all of the types of services listed above.</p>	<p>of a valid float provided by the Client (or a tenant) the Manager shall pay for the running costs of the Property on the following basis:</p> <p>to the Manager shall not be paid by a tenant in respect of the running costs (such as Council Tax, Council charges for other services and broadband) but the Manager shall pay the charges insofar as they are incurred by the Property is unoccupied;</p> <p>the Manager shall pay the charges and other services in respect of the Property which are charged by the landlord or the landlord's management company;</p> <p>the Manager shall pay for the running costs of the Property (including maintenance, repairs, cleaning and other services commissioned in accordance with this Agreement;</p> <p>the Manager shall pay for the running costs of the Property for insurance of the Property and shall be able to arrange insurance for the Property;</p> <p>the Manager shall not be paid by a tenant in respect of it has received an invoice from a service provider;</p> <p>the Manager shall be responsible for paying the invoices and demands for the running costs of the Property;</p> <p>the Client may instruct the Manager to pay for some or all of the types of services listed above.</p>	<< >>	<< >>

26	The Manager shall demand a the Client in accordance with tenancy agreement.	f of ant	<< >>	<< >>
27	If rent is unpaid for << >> Bus a. the Manager shall notif attempt to obtain paym calls, visiting the Prop arrears letters; b. if the rent remains unp the Manager shall notif Client of the steps that c. the Manager shall, if re the Client's cost, [instru professional to] take th Client.	ue: e s, e at ne	<< >>	<< >>
28	The Manager shall inspect the and shall report its findings include photographic schedul	ths shall	<< >>	<< >>
29	If the tenancy falls within t Tenancies and it appears Property and/or the Common habitation" as defined in the F the tenancy, the Manager sha a. advise the Client of the s the Common Parts and taken to put and keep the Parts in a state that is t defined in the FFHH Act; c b. recommend that the C suitably qualified person.	ble the man ing /or be non as a	<< >>	<< >>
30	The Manager shall, if request Client's cost, arrange for wo Property and/or Common required for these works from obtained): a. in order to put and k Common Parts in a st habitation in accordance v b. in response to a notice, c by the tenant in relatio Common Parts; c. in response to any claim	the the nts een /or man ed /or by	<< >>	<< >>

	the tenant under the FFHH			
	d. in order to comply with an order under the FFHH Act.	urts		
31	The Manager shall, if requested at the Client's cost, conduct more than one inspection of the Property and shall report its findings. The report shall include photographic evidence of any damage.	the the which	<< >>	<< >>
32	The Manager shall: <ul style="list-style-type: none"> a. advise the Client of any breach of the tenancy agreement and bring it to the Manager's attention; b. require the tenant to remedy the breach by making telephone calls, writing letters or sending up to three letters; c. if the breaches have not been remedied after taking these steps, notify the Client of the steps taken; d. if requested by the Client, [insert] [instruct a suitably qualified person to take the next steps required to remedy the breach]. 	s of the by and fter ise ost, ake	<< >>	<< >>
33	The Manager shall advise the Client of any breach by the tenant or by other parties.	sed y.	<< >>	<< >>
34	The Manager shall be responsible for the management of the Property, including maintenance and replacement of the Property. <ul style="list-style-type: none"> a. the cost of any maintenance and replacements shall be borne by the tenant; b. if the work is listed in the schedule of works approved by the client and in accordance with 27 the Manager may arrange for the work to be done without reference to the Client; c. if the work is not listed in the schedule of works 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; d. if the work is not listed in the schedule of works and the cost of the work is more than £<<insert amount, e.g. £500>> the Manager shall contact the Client and shall proceed with the work; 	ph ule ule ger	<< >>	<< >>

	<p>e. if the work needs to be practicable to obtain the Manager may arrange to without the permission</p> <p>f. unless agreed otherwise Manager and the Client responsible for arranging maintenance or the repair excess of £<<insert am Manager may charge a arranging and overseei</p>			
35	The Manager shall on behalf contracts for maintenance, re cleaning, gardening and other considers necessary or of management of the Property obtaining the Client's prior a contract].	such ns, ger ger ach	<< >>	<< >>

Strategic management and advice

	Service		Included in Management Fee?	Additional Fees payable?
36	The Manager shall within << Commencement Date prepar schedule for the Property set budget for maintenance wor items and provision of service to cleaning and gardening) du	the nce d a of ted	<< >>	<< >>
37	<p>Once the Client has approved to the maintenance schedule,</p> <p>a. implement the program</p> <p>b. review the programme months and advise the changes are required;</p> <p>c. amend the maintenanc following any review an programme.</p>	s >)	<< >>	<< >>
38	The Manager shall advise t necessary to carry out new checks in order to comply with the Gas Safety (Installation a	t is ety s in 98,	<< >>	<< >>

SAMPLE

	the Electrical Equipment (Safe appliances purchased before the Electrical Equipment (Safe appliances purchased on or after the Electrical Safety Standards Sector (England) Regulations 2015) shall be arranged for the necessary repairs at the Client's cost, if requested		
39	The Manager shall notify the Client of any laws and regulations relating to the Property for residential lettings and shall ensure that if it becomes aware of a breach of any such regulations in relation to the Property, it shall arrange for any required repairs to be carried out at the Client's cost, if requested	<< >>	<< >>
40	The Manager shall make a reasonable effort to ensure that the Client is notified of any repairs to the Property at all reasonable times and shall provide the Client with notice for the purposes of the Landlord and Tenant Act 1985 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.>>

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

Fee structure

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

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Float held by Manager

2. At the commencement of a Term the Manager shall provide the Manager with a float of £<<insert amount, e.g. 250>> on behalf of the Client 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>>

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Provision of statements, invoices

4. The Manager shall within <<insert number of days>> after the end of each month during the Term and for so long as needed by the Client provide the Client a statement setting out, in relation to the Property for the current month:
 - a. all sums received;
 - b. all expenditure incurred;
 - c. the Fees due to the Manager;
 - d. the amount held by the Manager on behalf of the Client.
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 provide the expenditure and/or to top up the float with the sum required from the Client and the Client shall pay that sum to the Manager within <<insert number of days>> Business Days.

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

be amended, deleted or added to

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1. The Client confirms that the on an assured shorthold ten

Property and are entitled to let it out ent confirms that:

a. any consent require the Client's lease;

rior landlord under the terms of

b. any consent require

gee; and

c. any consent require

s

has been obtained or will be

ancy agreement is signed.

2. The Client shall provide the that the Manager may make

keys to the Property and confirms s as necessary.

3. The Client shall ensure that Furnishings (Fire) (Safety) R

erty comply with the Furniture and

4. The Client understands their Use) Regulations 1998. In p

er the Gas Safety (Installation and

a. the Client shall befo

either:

i. provide the M check carried than 12 mon

the report from the last annual safety tered engineer (which must be less

ii. instruct the M and any rem

engineer to carry out the check the Client).

b. the Client shall, befo the tenant is to rema

ous annual safety check (but only if expiry date), either:

i. provide the M out by a Gas

the next annual safety check carried ; or

ii. instruct the M and any rem

engineer to carry out the check the Client) before the expiry date.

5. The Client understands their (Safety) Regulations 1994 (2016) and the Electrical Equ purchased on or after 08 De

er the Electrical Equipment urchased before 08 December ons 2016 (for electrical equipment ar:

a. the Client shall ensu Property complies w

ment provided by the Client at the

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b. the Client shall provide a certificate from an electrician who is registered with a governing body (such as NICEIC) as to the safety of the electrical installations at the Property.

certificate from an electrician who is registered with a governing body (such as NICEIC) as to the safety of the electrical installations at the Property.

6. The Client understands their obligations under The Electrical Safety Standards in the Private Rented Sector (ESRS) 2020. In particular:

under The Electrical Safety Standards in the Private Rented Sector (ESRS) 2020. In particular:

a. the Client shall arrange for a qualified and competent person to carry out a periodic electrical installation inspection (EICR) at the Property at intervals not exceeding five years, or at shorter intervals if recommended by the report.

the Client shall arrange for a qualified and competent person to carry out a periodic electrical installation inspection (EICR) at the Property at intervals not exceeding five years, or at shorter intervals if recommended by the report.

b. the Client shall provide a copy of the most recent EICR to the existing tenant, and also to the local housing authority, within 28 days of the report being carried out.

report from a qualified and competent person to the existing tenant, and also to the local housing authority, within 28 days of the report being carried out.

c. for existing tenancies, the Client shall provide a copy of the report to the existing tenant, and also to the local housing authority, within 28 days of the report being carried out.

or instruct the Manager to supply a copy of the report to the existing tenant, and also to the local housing authority, within 28 days of the report being carried out.

d. the Client and Manager shall ensure that the report is given to the person carrying out the next inspection.

the report and give it to the person carrying out the next inspection.

e. the Client shall supply a copy of the most recent report to: 1) a prospective tenant, and 2) a prospective tenant, within 28 days of a report being carried out.

to supply a copy of the most recent report to: 1) a prospective tenant, and 2) a prospective tenant, within 28 days of a report being carried out.

f. if the report requires remedial work, the Client shall carry out, or instruct the Manager to carry out, the remedial work (at the cost of the Client), the further investigation or any other work required to be carried out by a qualified and competent person within 28 days of the report being carried out.

remedial work, the Client shall carry out, or instruct the Manager to carry out, the remedial work (at the cost of the Client), the further investigation or any other work required to be carried out by a qualified and competent person within 28 days of the report being carried out.

g. the Client shall supply a copy of the most recent report to the existing tenant, and also to the local housing authority, within 28 days of the report being carried out.

confirmation of completion of such remedial work, together with the report to the existing tenant, within 28 days of the work being carried out.

7. The Client understands that the Property is not able to be marketed unless a valid Energy Performance Certificate (EPC) is available. If the Property is unable to be marketed because the EPC rating is F or G, unless a valid exemption has been registered with the EPC Register and remains in force. The Client shall ensure that the Manager is provided with a valid EPC or instruct the Manager to arrange for a valid EPC to be obtained for the Property (at the cost of the Client).

able to market the Property unless a valid Energy Performance Certificate (EPC) is available and that the Manager will be unable to market the Property if the EPC rating is F or G, unless a valid exemption has been registered with the EPC Register and remains in force. The Client shall ensure that the Manager is provided with a valid EPC or instruct the Manager to arrange for a valid EPC to be obtained for the Property (at the cost of the Client).

8. The Client is aware of the obligations placed on residential landlords by section 11 of the Landlord and Tenant Act 1985. The Client shall comply with those obligations.

obligations placed on residential landlords by section 11 of the Landlord and Tenant Act 1985. The Client shall comply with those obligations.

9. The Client is aware of the obligations placed on residential landlords by the Housing Act 2004. The Client shall comply with those obligations and shall comply with any notice or order issued by the local housing authority.

Rating System introduced under the Housing Act 2004. The Client shall take all reasonable steps to minimise hazards at the Property and shall comply with any notice or order issued by the local housing authority.

10. The Client is aware of the obligations placed on residential landlords by the Housing Act 2004. The Client shall comply with those obligations and shall comply with any notice or order issued by the local housing authority.

obligations placed on residential landlords by the Housing Act 2004. The Client shall comply with those obligations and shall comply with any notice or order issued by the local housing authority.

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- will also comply with any order made under the FFHH Act.
11. The Client understands their obligations under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015, which are set out in detail below:
- a. the Client shall before the start of the tenancy:
 - i. confirm in writing to the Managing Agent that all necessary smoke and carbon monoxide alarms are installed and maintained at the property; or
 - ii. instruct the Managing Agent to ensure the necessary alarms to be installed
 - b. the Client shall either:
 - i. check that existing smoke and carbon monoxide alarms are working order on the day a new tenancy begins; or
 - ii. instruct the Managing Agent to carry out a check (at the cost of the Client).
 - c. the Client shall either:
 - i. carry out any repairs or replacements required in a remedial notice relating to the Property served in accordance with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015; or
 - ii. instruct the Managing Agent to carry out remedial action (at the cost of the Client).
12. The Client understands their obligations under the Tenant Fees Act 2019] **OR** [Renting Homes (Fees etc.) (Wales) Regulations 2019] and will comply with these obligations.
13. The Client shall notify the Managing Agent if they become a non-UK resident and will pay rent in accordance with the Non-Resident Landlords Scheme operated by HM Revenue & Customs.