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

(2) << >>

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PROPERTY MANAGEMENT AGREEMENT
FOR MULTIFAMILY 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 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 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" means 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" means tenancies in England listed in section 1 of Schedule 1;

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

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

"Common Parts" means the common/non/shared areas of the Property which are set out in Schedule 2;

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“Confidential Information”

information disclosed to either Party, information disclosed to that Party by the other Party in connection with this Agreement whether in writing or any other medium, unless the information is expressly stated to be confidential or marked as such);

“Fees”

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

“FFHH Act”

the Fitness for Human Habitation Act 2010

“HHSRS Regulations”

the Housing Health and Safety Rating (England) Regulations 2005 or (if the Client is in Wales) The Housing Health and Safety Rating System (Wales) Regulations 2006;

“Management Fee”

the Management Fee plus VAT (£<< >> inclusive of one month;

“Property”

the Property owned by the Client known as <>> [as shown edged red on the floor plan in this Agreement];

“Redress Schemes Order”

the Redress Schemes for Lettings Agency and Property Management Work (England) Order 2014 (Belong to a Scheme etc) 2014;

“Services”

the Services to be provided by the Manager to the Client in accordance with Clause 1.2.1 and set out in Schedule 1, and subject to the terms and conditions of this Agreement; and

“Term”

the Term of this Agreement as set out in Clause 1.1.1;

“Unit”

the Unit or bedsit or other unit at the Property capable of being let on an assured tenancy.

1.2 Unless the context otherwise requires, any reference in this Agreement to:

any reference in this Agreement to:

1.2.1 “writing”, and any communication, includes a reference to any communication in any form, whether by electronic or facsimile transmission or otherwise;

any communication, includes a reference to any communication in any form, whether by electronic or facsimile transmission or otherwise;

1.2.2 a statute or statutory provision as to which there is a reference to that statute or provision as in force at the relevant time;

any statute or statutory provision as to which there is a reference to that statute or provision as in force at the relevant time;

1.2.3 “this Agreement”, “the Agreement”, “Schedules a” and “Schedules b”, means this Agreement and each of the Schedules a and b attached to this Agreement;

“this Agreement”, “the Agreement”, “Schedules a” and “Schedules b”, means this Agreement and each of the Schedules a and b attached to this Agreement;

1.2.4 a Schedule i

the Agreement;

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1.2.5 a Clause or paragraph of this Agreement (other than a Clause or paragraph of the relevant Schedule; and

1.2.6 a "Party" or "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 masculine gender 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.

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2. Provision of the Services

2.1 With effect from the commencement of the Term of this Agreement the Manager shall, throughout the Term of this Agreement, 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 of practice in 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 laws, regulations, statutes, regulatory 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 relation to the Services, act on the instructions of the Client. Matters specified in this Agreement but shall not be set out in this Schedule. 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 paying any related reasonable changes to the Fees that may be due.]

2.8 In accordance with the provisions of a redress scheme (where a redress scheme is applicable to the Property) [The Property is a member of a redress scheme for complaints handling.]

2.9 In accordance with the provisions of the Consumer Credit (Requirement to Belong to a Money Protection Scheme) Regulations 2019 the Manager is a member of a government approved money protection scheme. The name and address of the money protection scheme is [<<insert name and address of the money protection scheme">>]. A copy of the Manager's certificate of membership 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 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 decision, approval, consent or any other communication from the Manager in order to continue with the provision of the Services or any other obligation of 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 (thereof) to commence, it shall be the Client's responsibility to obtain such consents before provision of the Services (or the relevant part thereof).
- 3.6 If the nature of the Services requires the Manager to have access to the Client's premises or other property owned or 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 Records

- 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 Client under this Agreement by either Party shall be made within the time specified in the relevant invoice on Business Days of receipt by that Party.
- 4.4 All payments required by the Client under this Agreement by either Party shall be made in cleared funds to a bank in the United Kingdom bank as the receiving bank as specified in the relevant invoice.
- 4.5 Where any payment required by the Client under this Agreement 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 the payment is made in full of any such sums.

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4.7 Each Party shall:

4.7.1 keep, or procure to be kept, such records and books of account as a prudent person would keep, pursuant to the law of the jurisdiction in which the Party is incorporated;

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 those sums, to take copies of them; and

4.7.3 within <<insert interval>>, obtain at its own expense a certificate as to the sums paid by that Party pursuant to this Agreement <<insert interval>>.

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other Party, allow that Party or its agent to inspect and copy the books of account and, to the extent that they relate to those sums, to take copies of them;

end of each <<insert interval>>, obtain at its own expense a 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 Manager's liability for damage caused as a result of its negligence or breach of contract.

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 that results from the Client's failure to follow 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 Manager shall indemnify the Client against any costs, liability, damages, loss or damage to any equipment or property (including that belonging to the Client) 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 property (including that belonging to the Client) arising out of the Client's breach of contract.

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Nothing in this Agreement shall exclude the Manager's liability for death or personal injury.

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The Client shall indemnify the Manager against any costs, liability, damages, loss or damage to any equipment or property (including that belonging to the Client) arising out of the Client's breach of contract.

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 <<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 in sub-Clause 6.2 or as authorised in writing by the other Party, in terms of this Agreement;

6.1.4 not make any information available in any way or part with possession of any Confidential Information.

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 <<insert period>> years] after its termination:

keep confidential any information;

not disclose any information to any other party;

not use any information for any purpose other than as contemplated in sub-Clause 6.2 or as authorised in writing by the other Party, in terms of this Agreement;

not make any information available in any way or part with possession of any Confidential Information.

8. Term and Termination

- 8.1 This Agreement shall commence on the date of the execution of this Agreement and shall continue for a term of <<insert Commencement Date>> 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 less than <<insert notice period>> months, subject to the agreement and consent of the other Party and extension of the term of the agreement by giving written notice to the other Party not less than <<insert notice period>> months before the expiry of the Term specified in sub-Clause 8.1 (or any period for which this Agreement has been extended pursuant to Clause 8.2) and to extend this Agreement for a further period of <<insert period>> months.
- 8.3 Either Party may terminate this Agreement by giving to the other not less than <<insert notice period>> months before the expiry of the Term specified in sub-Clause 8.1 (or any period for which this Agreement has been extended pursuant to Clause 8.2) and to extend this Agreement for a further period of <<insert period>> months.
- 8.4 Either Party may terminate this Agreement by giving written notice to the other Party if the other Party:
 - 8.4.1 fails to pay any sum owing to the other Party under any of the provisions of Clause 7, or any sum not paid within <<insert period>> Business Days after the date of the due date of payment;
 - 8.4.2 commits a breach of any of the provisions of this Agreement which is not capable of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice giving details of the breach and requiring it to be remedied;
 - 8.4.3 becomes insolvent, or where the other Party is a company, a member of a group of companies, or where that other Party is a company, a member of a group of companies, or where that other Party is a company, a member of a group of companies;
 - 8.4.4 enters into an arrangement with its creditors or becomes subject to an administration order (within the meaning of Section 86);
 - 8.4.5 is a partnership, or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purposes of reconstruction or re-construction and in such a case the other Party therefrom effectively agrees to be bound by or to accept the terms of any order imposed on that other Party under Clause 8.4.5);
 - 8.4.6 becomes subject to any of the foregoing under the law of any jurisdiction other than the jurisdiction of the other Party;
 - 8.4.7 ceases, or is required, to cease, to carry on business; or
 - 8.4.8 is controlled or managed, or is to be controlled or managed, by any person or connected person other than the other Party on the date of this Agreement. For the purposes of this 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 8.4, each Party shall be considered capable of remedy if the Party is not 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 be subject to any limitation or prejudice any other rights or remedies available to the other Party in respect of the breach of this Agreement.

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9. Effects of Termination

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

9.5 subject as provided
rights neither Party

9.6 each Party shall (e
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10. No Waiver

No failure or delay by eithe
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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 Agreemen

13. Set-Off

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

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monies, records, books and other
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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
r obligation to the other; and

rred 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

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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

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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 representative of the Party giving the notice.

writing and be deemed duly given by the authorized representative or designated officer of the Party giving the notice.

19.2 Notices shall be deemed to have been given:

given:

19.2.1 when delivered in person to the recipient or to a registered messenger;

by a registered messenger or other messenger (including overnight mail) during business hours of the recipient; or

19.2.2 when sent, by first class mail, e-mail or facsimile transmission and a successful attempt is made to deliver the notice;

by first class mail or e-mail and a successful attempt is made to deliver the notice; or

19.2.3 on the fifth business day after mailing, if mailed by national first class mail;

by first class mailing, if mailed by national first class mail;

19.2.4 on the tenth business day after mailing, if mailed by airmail, provided that postage prepaid.

by first class mailing, if mailed by airmail, provided that 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.

to the most recent address, e-mail address, or facsimile number 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 both Parties.

entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by both Parties.

20.2 Each Party acknowledges that in entering into this Agreement, it does not rely on any representation or warranty, express or implied, provided in this Agreement or otherwise, except as expressly stated in this Agreement, and shall be deemed to have accepted the terms, conditions, warranties or other terms implied by statute or otherwise, to the fullest extent permitted by law.

to this Agreement, it does not rely on any representation or warranty, express or implied, provided in this Agreement or otherwise, except as expressly stated in this Agreement, and shall be deemed to have accepted the terms, conditions, warranties or other terms implied by statute or otherwise, to the fullest extent permitted by law.

21. Counterparts

This Agreement may be executed in one or more counterparts and by the Parties to it on separate occasions, and each such counterpart shall be an original, but all counterparts together shall constitute one and the same instrument.

one or more counterparts and by the Parties to it on separate occasions, and each such counterpart when so executed and delivered together shall constitute one and the same instrument.

22. Severance

In the event that one or more provisions of this Agreement are 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 be valid and enforceable.

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 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 bind them.

dispute arising out of or relating to this Agreement through negotiations with their appointed representatives who have the authority to bind them.

23.2 [If negotiations under this section do not resolve the matter within 30 days of the date of the last meeting of the Parties, the matter shall be referred to arbitration in accordance with the rules of the American Arbitration Association.

do not resolve the matter within 30 days of the date of the last meeting of the Parties, the matter shall be referred to arbitration in accordance with the rules of the American Arbitration Association.

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<<insert period>> of
attempt to resolve
Dispute Resolution

negotiate, the parties will
with through an agreed Alternative

23.3 [If the ADR proced
within <<insert perio
not participate in
arbitration by either

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

23.4 The seat of the arbi
The arbitration sha
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may, upon giving v
Deputy President fo
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that may be require

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

23.5 Nothing in this Cla
applying to a court f

either Party or its affiliates from
f.

23.6 The Parties hereby
dispute resolution u
Parties.

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

24. Law and Jurisdiction

24.1 This Agreement (inc
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ual matters and obligations arising
e governed by, and construed in
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24.2 Subject to the provi
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contractual matters
shall fall within the j

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

25. VAT

This Agreement details the
the rate of VAT is change
the Client will be liable to p
is chargeable regardless
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of VAT and exclusive of VAT. If
s agreed between the parties that
from the date the new rate of VAT
er has notified the Client of the

IN WITNESS WHEREOF this Ag
before written

executed the day and year first

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

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

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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.>>

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 engage a qualified lettings agent to market the Unit on an assured shorthold tenancy basis.	<< >>	<< >>
2	The Manager shall [instruct a qualified person to] prepare particulars of the Unit, including a description [, video footage] and photographs. The particulars have been approved by the Client and shall be published in broadsheet advertising materials and online.	<< >>	<< >>
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 Unit.	<< >>	<< >>
4	The Manager shall not commence the marketing of the Unit until a valid EPC is available and the Unit's energy efficiency rating is between E and D, unless an exemption has been registered on the Exemptions Register and removed.	<< >>	<< >>
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 (Installation and Use) Regulations 1998, the Gas Safety (Installation and Use) Regulations 1994 (as amended before 08 December 2016), the Gas Safety (Installation and Use) Regulations 2016 (from 08 December 2016) and the Gas Safety (Installation and Use) Regulations 2020.	<< >>	<< >>
6	If it appears to the Manager that there is a risk to the health and safety of the Unit any of the "hazardous substances" listed in the Regulations the Manager shall	<< >>	<< >>

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	<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>	ps an		
7	<p>The Manager shall, if requested at the Client's cost, arrange for works to be carried out on the Unit:</p> <p>a. in order to minimise the impact of the works on the HHSRS Regulations;</p> <p>b. in response to a notification from a local authority under the HHSRS Regulations.</p>	he he in he	<< >>	<< >>
8	<p>If the tenancies will fall within the definition of "Shared Accommodation Tenancies" and it appears to the Manager that the works and/or the Common Parts "habitation" as defined in the HHSRS Regulations of the tenancy, the Manager shall:</p> <p>a. advise the Client of the works to be carried out on the Common Parts and the steps to be taken to put and keep the Common Parts in a state that is fit for human habitation as defined in the FFHH Act;</p> <p>b. recommend that the works be carried out by a suitably qualified person.</p>	ble nit an ant /or be on as a	<< >>	<< >>
9	<p>The Manager shall, if requested at the Client's cost, arrange for works to be carried out on the Unit and/or Common Parts (including the installation of a fire alarm) for these works from any third party in order to put the Unit and/or Common Parts in a state that is fit for human habitation as defined in the FFHH Act.</p>	he he ed ed) ate he	<< >>	<< >>
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 Alarm Regulations 2015;</p> <p>b. check that each alarm is tested and working on the day a new tenancy begins;</p> <p>c. carry out any remedial works in response to any notice relating to the Unit and Carbon Monoxide Alarm Regulations 2015.</p>	he on nd ns on ial ke ns	<< >>	<< >>

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11	The Manager shall [instruct with enquiries from potential viewings and keep the Client all enquiries and viewings.	real port e of	<< >>	<< >>
12	The Manager shall [instruct appropriate references on an a firm commitment to enter and shall ensure that the re the Client.	up ted ent to	<< >>	<< >>
13	The Manager shall, if request Client's cost, arrange for: a. an inventory of the photographic schedule prepared by an independent b. the inventory clerk to new tenant whereby the are confirmed by the t c. the inventory clerk to the tenant whereby the the Unit are checked inventory and a report schedule of condition)	the a be h a ory with s of the hic nt.	<< >>	<< >>
14	The Manager shall [instruct extent that sections 20–37 are in force in relation to the is situated), accept liability requirements of sections 20 on behalf of the Client and shall a. obtain from the proposed intended adult occupier and documentation required “right to rent” checks on t b. carry out “right to rent” checks relevant Home Office guidance; c. report the outcome of the soon as possible.	the 014 erty the Act any ion out all and as	<< >>	<< >>
15	The Manager shall [instruct prepare a holding deposit agreement is to be collected, which shall Client. The Manager shall agreement on behalf of the the Manager to do so.	to] posit the posit acts	<< >>	<< >>

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16	The Manager shall comply with the requirements in respect of holding deposits in accordance with the Housing Act 2004.	in accordance with the Housing Act 2004.	<< >>	<< >>
17	The Manager shall, if requested by the Client at the Client's cost, arrange for the property to be cleaned before the grant of a tenancy.	the property shall be cleaned before the grant of a tenancy.	<< >>	<< >>
18	The Manager shall [instruct a qualified professional to] prepare an agreement for signature by a qualified professional to obtain the Client's approval of the proposed tenancy.	ed by a qualified professional to prepare an agreement for signature by a qualified professional to obtain the Client's approval of the proposed tenancy.	<< >>	<< >>
19	The Manager shall sign any tenancy document on behalf of the Client and the Manager to do so.	her tenancy documents on behalf of the Client and the Manager to do so.	<< >>	<< >>
20	The Manager shall not permit a tenancy to be granted until that tenant has: <ul style="list-style-type: none"> a. signed a tenancy agreement; b. paid to the Manager one month's rent; c. paid to the Manager a security deposit equivalent to six weeks' rent¹; and d. provided a signed statement of payments of rent to the Manager. 	nit until that tenant has: <ul style="list-style-type: none"> a. signed a tenancy agreement; b. paid to the Manager one month's rent; c. paid to the Manager a security deposit equivalent to six weeks' rent¹; and d. provided a signed statement of payments of rent to the Manager. 	<< >>	<< >>
21	The Manager shall protect, hold and manage the Client's deposits in accordance with the Housing Act 2004.	ity of the Client's deposits in accordance with the Housing Act 2004.	<< >>	<< >>
22	The Manager shall provide to the Client a copy of a security deposit being held and the information required by the Housing Act 2004.	ysed and the information required by the Housing Act 2004.	<< >>	<< >>
23	The Manager shall [instruct the Tenant with the latest version of the Housing, Communities and Local Government Rent: the checklist for rented properties in Wales) the publication "A Home in the Community: A Guide for Tenants" before the completion of the tenancy agreement.	de of the latest version of the Housing, Communities and Local Government Rent: the checklist for rented properties in Wales) the publication "A Home in the Community: A Guide for Tenants" before the completion of the tenancy agreement.	<< >>	<< >>

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

where the annual rent is under £50,000 or more. Security deposits for ASTs in Wales are not currently capped but the Government has the power to introduce caps in the future.

Day-to-day management of the P

	Service	Included in Management Fee?	Additional Fees payable?
24	Subject to the Client providing necessary information (such as the relevant providers and the relevant tax authorities) the Manager shall notify the Local Council and any utilities companies and any service providers whenever the identity of the person responsible for the respect of a Unit changes.	<< >>	<< >>
25	<p>Subject to the Manager being provided with a float provided by the Client (or a tenant) the Manager shall pay for the Property on the following basis:</p> <ul style="list-style-type: none"> a. the Manager shall not be paid by a tenant in respect of such charges as Council Tax, utilities and services such as telephone and the Manager shall pay for any charges they relate to a period of 12 months; b. the Manager shall pay for the charge and other services provided by the landlord or the landlord's management company; c. the Manager shall pay for the Property (including maintenance, repairs, and the Property, cleaning and other services commissioned in accordance with this Agreement; d. the Manager shall pay for the insurance of the Property and shall be able to arrange insurance for the Property; e. the Manager shall not be responsible for it has received an invoice for the Property; f. the Manager shall be responsible for paying invoices and demands for the Property; g. the Client may instruct the Manager to make some or all of the types of payments set out above. 	<< >>	<< >>

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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 releva three arrears letters; b. if the rent remains unpa 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: s, e at ne	<< >>	<< >>
28	The Manager shall inspect th and shall report its findings include photographic schedul	ths shall	<< >>	<< >>
29	If the tenancies fall within t Tenancies and it appears to and/or the Common Parts habitation" as defined in the F the tenancies, the Manager s a. advise the Client of t Common Parts and taken to put and kee Parts in a state that is defined in the FFHH A b. recommend that the suitably qualified pers	ble Unit man ing /or be non as n a	<< >>	<< >>
30	The Manager shall, if request Client's cost, arrange for wo Unit and/or Common Parts (C for these works from any obtained): a. in order to put and kee Parts in a state that is accordance with the F b. in response to a no issued by the tenant i Common Parts; c. in response to any cla by a tenant under the	the the red een non in ports /or ed	<< >>	<< >>

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	d. in order to comply with the courts under the FFH	the		
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 screenshots of any damage.	the the which	<< >>	<< >>
32	The Manager shall: a. advise the Client of any breach of a tenancy agreement and draw the Client's attention to it; b. require the tenant to rectify the breach by making telephone calls to the Client and sending up to three written notices to the tenant; c. if the breaches have not been rectified after taking these steps, notify the Client of the steps taken and the reasons for the breaches; d. if requested by the Client, advise the Client [instruct a suitably qualified person to] take the next steps required to rectify the breach.	s of er's by Unit 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. a. the cost of any maintenance and replacements shall be borne by the Client; b. if the work is listed in the schedule and approved by the client and in accordance with clause 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 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 and the cost of the work is £<<insert amount, e.g. £100>> or more the Manager shall contact the Client and the Client shall proceed with the work; e. if the work needs to be done immediately 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.	ph ule ule ger t	<< >>	<< >>

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	practicable to obtain the Manager may arrange to without the permission			
	f. unless agreed otherwise Manager and the Client responsible for arranging maintenance or the repair excess of £<<insert amount>> Manager may charge a fee for arranging and overseeing	in		
35	The Manager shall on behalf of the Client enter into such contracts for maintenance, repair, cleaning, gardening and other work as the Manager considers necessary or appropriate for the management of the Property (without obtaining the Client's prior approval in writing for each contract].	such contracts, the Manager shall enter into such contracts for maintenance, repair, cleaning, gardening and other work as the Manager considers necessary or appropriate for the management of the Property (without obtaining the Client's prior approval in writing for each contract].	<< >>	<< >>

Strategic management and advice

	Service		Included in Management Fee?	Additional Fees payable?
36	The Manager shall within <<insert period>> of the Commencement Date prepare and submit to the Client a schedule for the Property setting out a budget for maintenance work (including the provision of services such as cleaning and gardening) during the first year of the term of the lease.	the Manager shall within <<insert period>> of the Commencement Date prepare and submit to the Client a schedule for the Property setting out a budget for maintenance work (including the provision of services such as cleaning and gardening) during the first year of the term of the lease.	<< >>	<< >>
37	Once the Client has approved the maintenance schedule, the Manager shall: a. implement the programme; b. review the programme <<insert period>> 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 <<insert period>> months and advise the Client if any changes are required; c. amend the maintenance schedule following any review and approval by the Client.	<< >>	<< >>
38	The Manager shall advise the Client if it is necessary to carry out new safety checks in order to comply with the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1987 or any other applicable regulations.	The Manager shall advise the Client if it is necessary to carry out new safety checks in order to comply with the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1987 or any other applicable regulations.	<< >>	<< >>

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	appliances purchased before the commencement of the tenancy. The Manager shall ensure that all Electrical Equipment (Safe Working Practices) and appliances purchased on or after the commencement of the tenancy comply with the Electrical Safety Standards Regulations 2015 (the Regulations) and the Electrical Safety Standards Regulations 2018 (the Regulations) and shall arrange for the necessary repairs to be carried out, at the Client's cost, if requested.	the (for 16), shall t, at		
39	The Manager shall notify the Client of any changes to the laws and regulations relating to residential lettings and shall notify the Client if it becomes aware of a breach of the Regulations in relation to the Property and shall arrange for any required repairs to be carried out, at the Client's cost, if requested.	s to Property Client s or shall n, at	<< >>	<< >>
40	The Manager shall make a copy of the tenancy agreement available to the Client at all reasonable times and shall give notice for the purposes of the Regulations relating to the Property.	e to able vice	<< >>	<< >>

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

Fee structure

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

Float held by Manager

2. At the commencement of the tenancy, the Client shall provide the Manager with a float of £<<insert amount, in accordance with Schedule 1 of the tenancy agreement.
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 and receipts

4. The Manager shall within 14 days of the end of each month during the Term and for so long as necessary, provide to the Client a statement setting out, in relation to the Property for the relevant month:
 - a. all sums received;

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

ger for the provision of the Services:

shall provide the Manager with a diture on behalf of the Client in

d further sums of money to the float

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

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- b. all expenditure incurred
- c. the Fees due to the
- d. the amount held by

5. Having sent the statement to the Client, the Manager shall:

- a. retain the Fees and the amount held by the Client for << >> Business Days; and
- b. retain such amount to ensure that the float is maintained up to £<<insert>> and
- c. remit the balance to the Client within << >> Business Days.

6. If there are insufficient funds to meet the obligations of the Client, the Manager shall require the Client to pay that sum to the Manager within << >> Business Days.

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<<Insert details. The obligations listed above may be amended, deleted or added to depending on the circumstances.>>

1. The Client confirms that the Client is entitled to let the Property and are entitled to let the Property in particular the Client confirms that:

- a. any consent required from the superior landlord under the terms of the Client's lease;
- b. any consent required from the superior landlord; and
- c. any consent required from the superior landlord.

has been obtained or will be obtained once the tenancy agreement is signed.

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2. The Client shall provide the Manager with all keys for the Property and the Client confirms that the Manager shall have access to all of the keys as necessary.

3. The Client shall ensure that the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.

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4. The Client understands their obligations under the Gas Safety (Installation and Use) Regulations 1998. In particular:

- a. the Client shall before the start of the tenancy either:
 - i. provide the Manager with a copy of the report from the last annual safety check carried out by a registered engineer (which must be less than 12 months old);

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ii. instruct the Manager to carry out the check and any remedial work (at the cost of the Client);

engineer to carry out the check (at the cost of the Client);

b. the Client shall, before the expiry date of the previous annual safety check (but only if the tenant is to remain in the Property after the expiry date), either:

the previous annual safety check (but only if the tenant is to remain in the Property after the expiry date), either:

i. provide the Manager with a copy of the next annual safety check carried out by a Gas Safe registered engineer;

the next annual safety check carried out by a Gas Safe registered engineer; or

ii. instruct the Manager to carry out the check and any remedial work (at the cost of the Client) before the expiry date.

engineer to carry out the check (at the cost of the Client) before the expiry date.

5. The Client understands their obligations under the Electrical Equipment (Safety) Regulations 1994 (as amended) and the Electrical Equipment (Safety) Regulations 2016 (for electrical equipment purchased on or after 08 December 2016) and the Electrical Equipment (Safety) Regulations 2016 (for electrical equipment purchased before 08 December 2016):

under the Electrical Equipment (Safety) Regulations 1994 (as amended) and the Electrical Equipment (Safety) Regulations 2016 (for electrical equipment purchased on or after 08 December 2016) and the Electrical Equipment (Safety) Regulations 2016 (for electrical equipment purchased before 08 December 2016):

a. the Client shall ensure that the Property complies with the requirements of the Regulations;

the requirements of the Regulations;

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

written certificate from an electrician who is registered with a government authorised organisation (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 (England) Regulations 2020. In particular:

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

a. the Client shall arrange for a qualified and competent person to carry out the required electrical installation at the Property at intervals of no more than 5 years;

the Client shall arrange for a qualified and competent person to carry out the required electrical installation at the Property at intervals of no more than 5 years;

b. the Client shall provide a written report from a qualified and competent electrician as to the safety of the electrical installations at the Property;

written report from a qualified and competent electrician as to the safety of the electrical installations at the Property;

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

for existing tenancies, the Client shall provide a copy of the report to the existing tenant, and if requested by the local housing authority, within 28 days of the report being carried out;

d. the Client and Manager shall provide the report and give it to the person carrying out the next required electrical installation;

the Client and Manager shall provide the report and give it to the person carrying out the next required electrical installation;

e. the Client shall supply a copy of the most recent report to: 1) a prospective tenant within 28 days of a written request for a copy of the report; and 2) a prospective tenant who is not a tenant of the Property;

the Client shall supply a copy of the most recent report to: 1) a prospective tenant within 28 days of a written request for a copy of the report; and 2) a prospective tenant who is not a tenant of the Property;

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

if the report requires remedial work, the Client shall carry out the remedial work (at the cost of the Client), the further remedial work to be carried out by a qualified and competent person within 28 days of the report being carried out; and

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

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

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7. The Client understands that a valid Energy Performance Certificate is required to market a Unit unless a valid exemption has been registered in force. The Client shall either instruct the Manager to arrange for an EPC to be carried out on the Unit (at the cost of the Client) or, if the Unit is already in the Exemptions Register and remains valid, to market the Unit (at the cost of the Client).

able to market any Unit unless a valid exemption has been registered in force. The Client shall either instruct the Manager to arrange for an EPC to be carried out on the Unit (at the cost of the Client) or, if the Unit is already in the Exemptions Register and remains valid, to market the Unit (at the cost of the Client).

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

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

9. The Client is aware of the Housing Act 2004. The Client shall comply in full with the obligations of the Property and shall comply in full with any notice or order issued by the local authority.

the Rating System introduced under the Housing Act 2004. The Client shall comply in full with the obligations of the Property and shall comply in full with any notice or order issued by the local authority.

10. The Client is aware of the obligations placed on residential landlords by the Fire Safety Act 2012. The Client shall comply in a timely manner with any notices or orders made by a tenant. The Client shall also comply with any orders made by a tenant under the Fire Safety Act.

obligations placed on residential landlords by the Fire Safety Act 2012. The Client shall comply in a timely manner with any notices or orders made by a tenant. The Client shall also comply with any orders made by a tenant under the Fire Safety Act.

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11. The Client understands their obligations under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015:

under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015:

a. the Client shall before the tenancy begins:

:

i. confirm in writing to the tenant that all necessary smoke and carbon monoxide alarms are installed at the property; or

confirm in writing to the tenant that all necessary smoke and carbon monoxide alarms are installed at the property; or

ii. instruct the Manager to install the necessary alarms to be installed (at the cost of the Client).

instruct the Manager to install the necessary alarms to be installed (at the cost of the Client).

b. the Client shall either:

:

i. check that every tenancy begins with a working order on the day a new tenancy begins;

check that every tenancy begins with a working order on the day a new tenancy begins;

ii. instruct the Manager to carry out a check (at the cost of the Client).

instruct the Manager to carry out a check (at the cost of the Client).

c. the Client shall either:

:

i. carry out any remedial action in a remedial notice relating to the Property served under the Smoke and Carbon Monoxide Alarm (England) Regulations 2015;

carry out any remedial action in a remedial notice relating to the Property served under the Smoke and Carbon Monoxide Alarm (England) Regulations 2015;

ii. instruct the Manager to carry out remedial action (at the cost of the Client).

instruct the Manager 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 2021 and will comply with these obligations.

obligations under the Tenant Fees Act 2019] OR [Renting Homes (Fees etc.) (Wales) Regulations 2021 and will comply with these obligations.

13. The Client shall notify the Manager if the Client becomes a non-UK resident and understands that the Manager shall comply with the Non-Resident Landlords Scheme in accordance with the Revenue & Customs.

becomes a non-UK resident and understands that the Manager shall comply with the Non-Resident Landlords Scheme in accordance with the Revenue & Customs.

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