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PROPERTY MANA
FOR TWO OR MORE SI

VEL AGREEMENT
DENTIAL PROPERTIES

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Manager>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<insert Address>> ("the Manager")]
- (2) <<Name of Client>> [a company registered in <<Country of Registration>> under number <<Company 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 skills and experience in that field.
- (2) The Client wishes to engage the Manager to provide the Services detailed in Schedule 2, subject to, and on the terms and conditions of this Agreement.
- (3) The Manager has agreed to enter into this Agreement and shall provide the Services to the Client, subject to, and on 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 expressed in Schedule 1 to attract tenants and for providing any additional services at the request of the Client;
- "Agreement Review"** means the review of this Agreement which will be conducted in accordance with Clause 7 at the time specified in that Clause;
- "Applicable Tenancies"** means the 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 range of business hours in <<insert location>>;

“Client’s Management Representative”

“Client’s Representative”

“Commencement Date”

“Common Parts”

“Confidential Information”

“Default Fee”

“Fees”

“FFHH Act”

“HHSRS Regulations”

“Management Fee”

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ame and position>> who shall be
ising with the Manager’s
representative in accordance with
other person who the Client may
nominate;

ame and position>> who shall be
ising with the Manager’s
accordance with Clause 7, or
who the Client may from time to

n which this Agreement comes
t to Clause 2 below;

on/shared areas of any building in
Properties form part and which the
te or interest;

to either Party, information which
t Party by the other Party
connection with this Agreement
in writing or any other medium,
t the information is expressly
dential or marked as such);

able by the Manager to the Client
the required Service Levels in
ne provisions of Clause 8 and
rdance with Schedule 3;

ayable by the Client to the
dance with Clause 5 and

s (Fitness for Human Habitation)

ng Health and Safety Rating
Regulations 2005 or (if the
is in Wales) The Housing Health
System (Wales) Regulations

us VAT (£<< >> inclusive of
r month per Property or such other
may agree from time to time
ement Review;

“Intellectual Property Rights”

“Manager’s Management Representative”

“Manager’s Performance Representative”

“Manager’s Representative”

“Performance Report”

[“Premises”]

“Properties”

“Redress Schemes Order”

“Services”

“Service Levels”

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all patents, rights in inventions, trade marks, trade and business associated goodwill, rights to sue for unfair competition, copyright, related rights, rights in databases, domain names, rights in including know-how and trade secrets) or equivalent rights (subsisting in any part of the world, in whether registered or unregistered and applications for, and renewals or extensions of, such rights for their full term;

name and position>> who shall be acting in accordance with the Client’s representative in accordance with the provisions of Clause 7, or any other person who the Manager may from time to time nominate;

name and position>> who shall be responsible for the monitoring of the provision of the Services in accordance with the Service Levels or such other person who the Manager may from time to time nominate;

name and position>> who shall be acting in accordance with the Client’s representative in accordance with Clause 7, or any other person who the Manager may from time to time nominate;

detailing the performance of the Services in accordance with the Service Levels, prepared in accordance with the provisions of Clause 8 and

the Client’s premises at <<insert address>> or any other premises as may be notified from time to time to the Manager;]

properties owned by the Client as set out in Schedule 2 and “Property” shall be construed accordingly;

Redress Schemes for Lettings Agency or Property Management Work (which do not belong to a Scheme etc) (England)

Services to be provided by the Manager as set out in Schedule 2; and

Service Levels to which the Manager’s performance in providing the Service must adhere as set out in Schedule 4 and Clause 8;

“Term”

- 1.2 Unless the context of this Agreement requires otherwise, any reference in this Agreement to:
- 1.2.1 “writing”, and any other form of communication, includes a reference to any communication in electronic or facsimile transmission or any other similar means;
 - 1.2.2 a statute or regulation includes a reference to that statute or regulation in force at the relevant time;
 - 1.2.3 “this Agreement” includes this Agreement and each of the Schedules attached to it at the relevant time;
 - 1.2.4 a Schedule includes a Schedule to this Agreement;
 - 1.2.5 a Clause or Paragraph includes a reference to a Clause of this Agreement or a Paragraph of the relevant Schedule;
 - 1.2.6 a “Party” or “Parties” includes 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 include the plural and vice versa.
- 1.5 References to any gender include the other gender.
- 1.6 References to persons include corporations.

2. Term of Agreement

- 2.1 This Agreement will commence on the Commencement Date of <<insert date>> and shall be in force for an initial Term of <<insert period>> for the purposes of the provisions of Clauses 7 and 11.
- 2.2 Subject to the Agreement, the Term of this Agreement may be extended in accordance with the provisions of Clause 7, the Term of this Agreement shall thereafter be deemed to be <<insert period>> (which shall be in accordance with the provisions of Clause 7).

3. Manager’s Obligations

- 3.1 The Manager shall provide the Services to the Client in accordance with the provisions of Clause 4 and in accordance with the required Service Levels set out in Schedule 4.
- 3.2 The Manager shall provide the Services with reasonable skill and care, and in accordance with the standards of the property management industry in the United Kingdom.
- 3.3 The Manager shall comply with all reasonable instructions given to it by the Client provided that such instructions are compatible with the specification of Services provided in Schedule 4.
- 3.4 The Manager shall not assign its obligations under this Agreement in a manner inconsistent with the provisions of this Agreement.

4. **Client's Obligations**

- 4.1 The Client shall provide such information in connection with the Services and the Manager may, from time to time, reasonably require the provision of the Services.
- 4.2 The Client shall perform the duties set out in Schedule 5.
- 4.3 The Client may, from time to time, give the Manager reasonable instructions to the Manager in relation to the provision of the Services. Any such instructions should be in accordance with the specification of the Services provided in Schedule 5.
- 4.4 In the event that the Client fails to give the Manager a decision, approval, consent or any other communication in relation to the provision of the Services or any other matter, the Client shall provide the same in a reasonable and timely manner.
- 4.5 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.
- 4.6 [The Client shall allow the Manager and its personnel access at all reasonable times to the Premises for the purpose of providing the Services.]
- 4.7 The Client shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the provisions of this Agreement.

5. **Fees, Payment and Recovery**

- 5.1 The Client shall pay the Manager in accordance with the provisions of Schedule 6 for the Services provided by the Manager in accordance with the conditions of this Agreement.
- 5.2 All payments required by the Client to this Agreement by either Party shall be made within 14 days of the date of the relevant invoice in cleared funds to such account as the other Party may from time to time nominate in writing, without withholding or deduction except as may be required to deduct or withhold by law.
- 5.3 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.
- 5.4 If either Party fails to pay any amount which is payable to the other pursuant to this Agreement, then, without prejudice to and notwithstanding sub-clause 5.2, the amount shall bear interest from the due date until payment is made at a rate of <<insert percentage>> above the base rate from time to time.
- 5.5 Each Party shall:

- 5.5.1 keep, or prepare, such records and books of account as may be required by law, and the amount of any sums payable shall be accurately calculated;
- 5.5.2 at the reasonable request of either Party, allow that Party or its agent to inspect the books of account and, to the extent of those sums, to take copies of them;
- 5.5.3 within <<insert interval>>, send to the other Party an auditors' certificate as to the sums paid by that Party pursuant to <<insert interval>>.

6. **Provision of the Services**

- 6.1 The Manager shall provide the Services to the Client in accordance with the terms and conditions of this Agreement, the pro in Schedule 4.
- 6.2 The Manager shall provide the Services only as specified in Schedule 2 unless otherwise agreed.
- 6.3 The Manager shall ensure that it complies with all applicable statutes, regulations, codes of conduct and any other rules relevant to the Services.
- 6.4 The Manager shall maintain in force during the Term all licences, permits and approvals necessary or advisable for the provision of the Services.
- 6.5 The Manager shall take all reasonable care to ensure that the manner in which it provides the Services has no adverse effect on the name, reputation, image or goodwill of the Client.
- 6.6 In the event that the Manager breaches any of the terms and conditions of this Agreement, or fails to provide the Services to the required Service Levels or fails to comply with any provision of the same, the following provisions will apply:
 - 6.6.1 the Client shall be entitled to require the Manager to rectify the breach;
 - 6.6.2 if the Manager fails to rectify the breach within the time specified in Clause 6.6.1:
 - 6.6.2.1 the Client shall be entitled to obtain any of the Services affected by the breach from a third party until such time as it is rectified or, in the event of a permanent breach, until such time as the Manager's obligations are fulfilled;
 - 6.6.2.2 the Manager shall be liable to the Client by way of damages for the cost of obtaining the Services under sub-Clause 6.6.2.1, or the amount of the same from the Manager (plus a sum equal to any reasonable loss of business) suffered by the Client as a result of the Manager's failure or breach.

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6.7 The obligations of the Manager under Clause 6.6.2 shall not be affected by the termination of this Agreement.

6.8 The rights of the Client under Clause 6.6 shall be in addition to, and without prejudice to, the remedies of the Client including, but not limited to, its right to terminate the Agreement with the Manager arising under sub-Clause 8.5.

6.9 [Subject to its obligations under this Agreement, and without prejudice to its right to terminate the Agreement, the Client shall be free to engage any other service provider to provide any services (which are similar to the Services or otherwise) without the prior written consent of the Manager.]

6.10 [The Manager shall not be obliged to provide any services which are similar to the Services to or for the benefit of any third party (whether or not in the territory or area, or for the benefit of) without the prior written consent of the Client, which consent shall not be unreasonably withheld or delayed.]

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7. Service and Agreement Management

7.1 The Client and the Manager shall hold regular meetings between the Client's Representative and the Manager's Management Representative at regular <<insert interval, e.g. monthly>> intervals in order to discuss the provision of the Services in accordance with the Agreement, and the relevant, based upon Performance Reports generated in accordance with Clause 8 and Schedule 4.

7.2 Both Parties shall participate in the meetings held pursuant to sub-Clause 7.1 within the time limits specified in the Agreement, and shall use their reasonable endeavours to ensure that any and all agreed actions to be taken with respect to the provision of the Services, the Service Levels and the obligations under this Agreement.

7.3 The Client and the Manager shall hold regular <<insert interval, e.g. monthly>> meetings between the Client's Representative and the Manager's Management Representative at regular <<insert interval, e.g. monthly>> intervals in order to discuss matters arising out of the provision of the Services and the Service Levels, including, but not limited to, sub-Clause 7.1 and any other matters relating to the provision of the Services and the Service Levels.

7.4 In addition to the meetings held pursuant to sub-Clause 7.3, the Client's Management Representative and the Manager's Management Representative shall, in their joint capacity, conduct an Agreement Review at regular <<insert interval, e.g. monthly>> intervals during which the Parties shall discuss and agree upon any desired or necessary alterations to the Agreement, including, but not limited to, its terms and conditions, scope of the Services, and any agreed changes shall not be effective unless agreed upon and signed by the duly authorised representatives of both Parties.

7.5 No later than <<insert date>> the end of the current Term of this Agreement, the Client's Representative and the Manager's Management Representative shall conduct an Agreement Review during which the continuation of the Agreement shall be determined. In the event that a renewal of the Agreement is agreed upon, the provisions of sub-Clause 2.2 shall apply.

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7.6 Notwithstanding the terms of this Agreement are amended by legislative or regulatory changes, the Manager shall have the right to call for an immediate Agreement Review to be taken. Any changes shall be effective unless otherwise agreed in writing by representatives of the Client.

7.4, in the event that changes to the Service Levels are required, the Manager shall have the right to call for an immediate Agreement Review to be taken. Any changes shall be effective unless otherwise agreed in writing by representatives of the Client.

8. Performance Management

8.1 For the purposes of this Agreement the Manager shall appoint a Performance Representative. It shall be the duty of the Performance Representative to ensure that the Service Levels are maintained.

8.1 For the purposes of managing performance under this Agreement the Manager shall appoint a Performance Representative. It shall be the duty of the Performance Representative to ensure that the Service Levels are maintained in accordance with the provisions of Schedule 4 of this Agreement.

8.2 The provision of the Service Levels shall be monitored by the Manager in accordance with the provisions of Schedule 4.

8.2 The provision of the Service Levels shall be monitored by the Manager in accordance with the provisions of Schedule 4.

8.3 All data collected by the Manager pursuant to this Clause 8 and the Performance Representative shall be provided to the Client monthly.

8.3 All data collected by the Performance Representative pursuant to this Clause 8 and the Manager's Performance Representative shall be provided to the Client monthly.

8.4 Performance Reports shall be provided to the Client in accordance with Schedule 4, to the Manager for consideration and action (where relevant) during meetings.

8.4 Within the time period specified in Schedule 4, the Manager shall take appropriate action to be taken (where relevant) during meetings in accordance with sub-Clause 7.1.

8.5 If at any time during the term of this Agreement the Manager fails to provide the Service Levels, the following provisions shall apply:

8.5 If at any time during the term of this Agreement, the Manager fails to provide the Service Levels, the following provisions shall apply:

8.5.1 If in any <<insert period, e.g. month, quarter>> the Manager fails to meet the target set out in Schedule 4, the Client shall be entitled to the Default Fee set out in Schedule 3.

8.5.1 If in any <<insert period, e.g. month, quarter>> the Manager fails to meet the target set out in Schedule 4, the Client shall be entitled to the Default Fee set out in Schedule 3.

8.5.2 If the Manager fails to meet the target set out in Schedule 4 for a period of e.g. 3 months, the Client shall be entitled to terminate this Agreement.

8.5.2 If the Manager fails to meet the target set out in Schedule 4 for a period of e.g. 3 months, the Client shall be entitled to terminate this Agreement in accordance with sub-Clause 11.3.

8.5.3 If the Manager fails to meet the Service Levels in any other <<insert period, e.g. month, quarter>>, the Client shall be entitled to terminate this Agreement in accordance with sub-Clause 11.3.

8.5.3 If the Manager fails to meet the Service Levels in any other <<insert period, e.g. month, quarter>>, the Client shall be entitled to terminate this Agreement in accordance with sub-Clause 11.3.

8.5.4 The provisions of this Clause 8.5 shall apply to the payment of Default Fees.

8.5.4 The provisions of this Clause 8.5 shall apply to the payment of Default Fees.

9. Confidentiality

9.1 Each Party undertakes to keep confidential all information disclosed to it in writing by the other Party, authorised in writing by the other Party, during the continuance of this Agreement and for a period of <<insert period>> years after its termination.

9.1 Each Party undertakes to keep confidential all information disclosed to it by sub-Clause 9.2 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.

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- 9.1.1 keep confidential the Confidential Information;
- 9.1.2 not disclose the Confidential Information to any other party;
- 9.1.3 not use any Confidential Information for any purpose other than as contemplated by the terms of this Agreement;
- 9.1.4 not make any disclosure of Confidential Information in any way or part with possession of any Confidential Information by any officers, employees, agents, subcontractors or consultants, which, if done by that Party, would constitute a breach of the Confidential Clauses 9.1.1 to 9.1.4 above.

- 9.2 Either Party may:
 - 9.2.1 disclose any Confidential Information to:
 - 9.2.1.1 any subsidiary or associate of that Party;
 - 9.2.1.2 any government authority or regulatory body; or
 - 9.2.1.3 any other person of that Party or of any of the subsidiaries or bodies;
 - 9.2.2 to such extent as may be required for the purposes contemplated by this Agreement (including the provision of the Services), or for the purposes of the operation of the Services, in each case that Party shall first inform the other Party in writing in question that the Confidential Information is to be disclosed, except where the disclosure is to any person who is a subsidiary or any employee or officer of any subsidiary or of the other Party a written undertaking to the other Party in question. Such undertaking shall be in the terms of this Clause 9, to keep the Confidential Information confidential and to use it only for the purposes for which it is disclosed; and
 - 9.2.2 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, already in the public domain, or has become public knowledge through no fault of that Party, or if it is already in the public domain or disclosure, that Party must not disclose Confidential Information that is not public knowledge.

- 9.3 The provisions of this Clause 9 shall be in force in accordance with their terms, notwithstanding any termination of this Agreement for any reason.

10. Intellectual Property Rights

- 10.1 [The Manager shall own all Intellectual Property Rights that may subsist in or in relation to the Services as provided by the Manager. Through this Agreement, the Manager shall be deemed to automatically grant to the Client, [non-]exclusive licence of any Intellectual Property Rights in accordance with the terms and conditions of the Agreement.
- 10.2 In complying with Clause 10.1, the Manager hereby undertakes to execute and perform any such actions that may be necessary to give effect to Clause 10.1 and shall exclusively bear any costs associated with the same.

OR

- 10.1 [Subject to the receipt of the Client under this Agreement, the Manager shall transfer to the Client any and all Intellectual Property Rights that may subsist in the Services as provided by the Manager to the Client.]
- 10.2 In complying with clause 10.1, the Manager hereby undertakes to execute and perform any such actions that may be necessary to give effect to the assignments into effect and shall exclusively bear any costs incurred in connection with.]

11. Termination

- 11.1 Either Party may terminate this Agreement by giving to the other not less than <<insert notice period>> to expire on or at any time after <<insert minimum term>>.
- 11.2 Either Party may terminate this Agreement by giving written notice to the other Party if:
- 11.2.1 any sum owed by the other Party under any of the provisions of this Agreement is not paid within <<insert period>> of the due date for payment;
 - 11.2.2 the other Party is in breach of any of the provisions of this Agreement which is capable of remedy, fails to remedy it within <<insert period>> after being given written notice giving full particulars of the breach and its remedy;
 - 11.2.3 an encumbrance is placed on, or where the other Party is a company, a charge is created over, any of the property or assets of the other Party;
 - 11.2.4 the other Party enters into an arrangement with its creditors or to an administration order (within the meaning of section 86);
 - 11.2.5 the other Party is a company, 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 give effect to any order imposed on the other Party under this Agreement);
 - 11.2.6 anything is done in breach of the foregoing under the law of any jurisdiction of which the other Party is a citizen;
 - 11.2.7 the other Party ceases, to carry on business; or
 - 11.2.8 control of the other Party is taken over by any person or connected with the other Party on the date of this Agreement. For the purposes of this Clause 11, "control" and "connected" have the meanings ascribed thereto by the provisions of the Corporation Tax Act 2010.
- 11.3 The Client shall have the right to terminate this Agreement by giving written notice to the Manager if the Manager fails to provide the Services in compliance with the standards set out in Clause 8.5.

11.4 The right to terminate shall not prejudice any other remedy available to the Party concerned (if any) or the other Party.

given by this Clause 11 shall not prejudice any other Party in respect of the breach.

12. Post-Termination

Upon the termination of this Agreement:

on:

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

Party under any of the provisions of this Agreement shall remain due and payable;

12.2 any rights or obligations of either Party shall remain entitled or be subject to the same as if the Agreement had not been terminated where they are expressed to survive termination;

Parties to this Agreement may be subject to the same as if the Agreement had not been terminated where they are expressed to survive termination;

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

right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other remedy which either Party may have in respect of the Agreement which existed at or before the date of termination;

12.4 subject as provided in Clause 9, neither Party shall be obliged to return to the other Party any materials in which the ownership has not been transferred to the other Party provided for the purposes of the Agreement;

except in respect of any accrued rights or obligations of either Party under the Agreement or obligation to the other;

12.5 each Party shall retain title to any materials in which the ownership has not been transferred to the other Party provided for the purposes of the Agreement;

any materials in which the ownership has not been transferred to the other Party which have, for any reason, been retained by either Party;

12.6 each Party shall (except in respect of any accrued rights or obligations of either Party under the Agreement or obligation to the other) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party any documents or materials in its possession or control which contain or record Confidential Information.

ed to in Clause 9) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party any documents or materials in its possession or control which contain or record Confidential Information.

13. Liability and Indemnity

13.1 The Manager shall be liable to the Client for any and all claims, costs and damages (including reasonable legal fees) howsoever caused or in tort, including negligence, arising from or in connection with the performance of its obligations under the Agreement or the failure to perform its obligations under the Agreement, such losses, costs, damages and expenses, whether or not caused by the negligent acts or omissions of the Manager or any persons for which the Manager is otherwise liable.

less the Client, its subcontractors, agents and employees, shall be liable for any and all claims, costs and damages (including reasonable legal fees) howsoever caused or in tort, including negligence, arising from or in connection with the performance of its obligations under the Agreement or the failure to perform its obligations under the Agreement, such losses, costs, damages and expenses, whether or not caused by the negligent acts or omissions of the Manager or any persons for which the Manager is otherwise liable.

13.2 The Client shall indemnify the Manager, its subcontractors, agents and employees, for any and all claims, costs and damages (including reasonable legal fees) howsoever caused or in tort, including negligence, arising from or in connection with the performance of its obligations under the Agreement or the failure to perform its obligations under the Agreement, such losses, costs, damages and expenses, whether or not caused by the negligent acts or omissions of the Client or any persons for which the Client is otherwise legally liable.

s the Manager, its subcontractors, agents and employees, shall be liable for any and all claims, costs and damages (including reasonable legal fees) howsoever caused or in tort, including negligence, arising from or in connection with the performance by the Client of its obligations under the Agreement if and to the extent that such losses, costs, damages and expenses are caused or contributed to by the Client or any persons for which the client is otherwise legally liable.

13.3 Except as expressly provided otherwise in the Agreement, neither Party shall be liable for any and all claims, costs and damages (including reasonable legal fees) howsoever caused or in tort, including negligence, arising from or otherwise (including any liability) arising from or in connection with the performance of its obligations under the Agreement or the failure to perform its obligations under the Agreement, such losses, costs, damages and expenses, whether or not caused by the negligent acts or omissions of either Party or any persons for which either Party is otherwise liable.

ment, neither Party shall be liable for any and all claims, costs and damages (including reasonable legal fees) howsoever caused or otherwise (including any liability) arising from or in connection with the performance of its obligations under the Agreement or the failure to perform its obligations under the Agreement, such losses, costs, damages and expenses, whether or not caused by the negligent acts or omissions of either Party or any persons for which either Party is otherwise liable.

for negligence) for:

13.3.1 any loss of net income or anticipated savings or profits, or any loss of

13.3.2 any special income

13.3.3 For the purpose of any expense incurred by a Party, a lesser amount shall be used if the use of the Agreement.

acts, anticipated savings or profits,

loss howsoever arising.

13.3.1 "anticipated savings" means the amount of income that a Party expects to avoid incurring or to incur in the future. It shall not be the case by reason of the use of the Agreement under this

14. Force Majeure

14.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations which results from any cause that is beyond the reasonable control of the Party. Such causes include, but are not limited to: power failure, natural disaster, provider 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.

14.2 [In the event that a Party cannot perform their obligations hereunder as a result of a continuous period of <<insert period>>, the other Party may, by written notice at the option of the Parties, terminate this Agreement. In the event of such termination, the Parties shall agree on a reasonable payment for all Services provided up to the date of termination. Any payment shall take into account any prior contractual obligations of this Agreement.]

for any failure or delay in performing their obligations which results from any cause that is beyond the reasonable control of the 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.

14.2 [In the event that a Party cannot perform their obligations hereunder as a result of a continuous period of <<insert period>>, the other Party may, by written notice at the option of the Parties, terminate this Agreement. In the event of such termination, the Parties shall agree on a reasonable payment for all Services provided up to the date of termination. Any payment shall take into account any prior contractual obligations of this Agreement.]

15. No Waiver

No failure or delay by either Party shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any

of its rights under this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any

16. Further Assurance

Each Party shall execute all such deeds, documents and things as may be necessary to carry out the provisions of this Agreement into full force and effect.

Each Party shall execute all such deeds, documents and things as may be necessary to carry out the provisions of this Agreement into full force and effect.

17. Costs

Subject to any provisions to the contrary, each Party to this Agreement shall pay its own costs of and incidental to the preparation, execution and carrying out of this Agreement.

Subject to any provisions to the contrary, each Party to this Agreement shall pay its own costs of and incidental to the preparation, execution and carrying out of this Agreement.

18. **Set-Off**

Neither Party shall be entitled to set-off or sums received in respect of this agreement at any time.

in any manner from payments due under this Agreement or any other

19. **Assignment and Sub-Contracting**

19.1 [Subject to sub-Clause 19.2, Neither Party may assign (with or without charge) or sub-licence its obligations under this sub-contract or other contract entered into in writing without the written consent of the other Party, which consent shall not be unreasonably withheld.

19.1 [Subject to sub-Clause 19.2, the Agreement is personal to the Parties. Neither Party may assign (with or without charge) (otherwise than by floating charge) or sub-licence any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.

19.2 [The Manager shall not be released from any of the obligations undertaken by it through any other contract entered into with a skilled sub-contractor or other contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Manager.

19.2 [The Manager shall not be released from any of the obligations undertaken by it through any other contract entered into with a skilled sub-contractor or other contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Manager.

20. **Time**

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

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

OR

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

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

21. **Relationship of the Parties**

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

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

22. **Non-Solicitation**

22.1 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 employed by or contracted the services of the other Party at any time in relation to this Agreement without the express written consent of that Party].

22.1 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 employed by or contracted the services of the other Party at any time in relation to this Agreement without the express written consent of that Party].

22.2 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.

22.2 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.

23. **Third Party Rights**

23.1 No part of this Agreement shall confer rights on any third parties and accordingly the Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

23.2 Subject to this Clause, all rights shall continue and be binding on the transferee, successors and assigns of the Party as required.

24. **Notices**

24.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorised officer of the Party giving the notice.

24.2 Notices shall be deemed to have been given:

24.2.1 when delivered to the recipient by a courier or other messenger (including during out of business hours of the recipient; or

24.2.2 when sent, by email or e-mail and a successful transmission is generated; or

24.2.3 on the fifth business day after mailing, if mailed by national ordinary mail; or

24.2.4 on the tenth business day after 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.

25. **Entire Agreement**

25.1 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 authorised representatives of the Parties.

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

26. **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.

27. **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 and the remainder of this Agreement shall remain in full force and effect.

be valid and enforceable.

28. **Dispute Resolution**

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

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

28.3 [If the ADR procedure under 28.2 does not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.]

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

28.5 Nothing in this Clause shall prevent either Party from applying to a court for an interim injunction or other relief.

28.6 The Parties hereby agree that the decision of the arbitrator shall be final and binding on both Parties.

29. **Law and Jurisdiction**

29.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

29.2 Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the Parties arising out of or relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

30. **VAT**

This Agreement details the net price of the Property. If the rate of VAT is changed after the date of this Agreement, the Client will be liable to pay the new rate of VAT which is chargeable regardless of any change.

IN WITNESS WHEREOF this Agreement has been signed and sealed before written

dispute arising out of or relating to this Agreement through their appointed representatives who have the authority to settle the dispute.

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

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

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

either Party or its affiliates from applying to a court for an interim injunction or other relief.

and outcome of the final method of dispute resolution shall be final and binding on both Parties. [not]

ual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

dispute, controversy, proceedings or claim between the Parties arising out of or relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

of VAT and exclusive of VAT. If the rate of VAT is changed after the date of this Agreement, the Client will be liable to pay the new rate of VAT which 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 <<Manager's Name>>

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

SIGNED by

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

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

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Properties

<<Insert a list of the properties to be managed under this Agreement>>

1. The property known as _____ shown edged red on the plan attached to this Agreement
2. The property known as _____ shown edged red on the plan attached to this Agreement
3. The property known as _____ shown edged red on the plan attached to this Agreement

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Services

<<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 a Property is vacant

	Service		Included in Management Fee?	Additional Fees payable?
1	When a Property is unoccupied, the Manager shall [instruct a qualified lettings agent to] market the Property on an assured shorthold tenancy basis.	me ply ng	<< >>	<< >>
2	The Manager shall [instruct a qualified lettings agent to] prepare particulars of the Property for sale, including a description [, video footage] and photographs. If the particulars have been approved by the Client, they shall be published in broadsheet 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 recorded on the PRS Exemptions Register and the Manager has advised the Client of this.	er rty 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 (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.	he 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: a. advise the Client of this.	at he ps	<< >>	<< >>

	that need to be taken;			
	b. recommend that the Client instruct a suitably qualified person to carry out the works;	an		
7	The Manager shall, if requested by the Client at the Client's cost, arrange for works to be carried out on the Property:	the	<< >>	<< >>
	a. in order to minimise the impact of the works on the HHSRS Regulations;	in		
	b. in response to a notification received from the local authority under the HHSRS Regulations;	the		
8	If the tenancies will fall within the scope of the Tenancies and it appears to the Manager that the works and/or the Common Parts "habitation" as defined in the Regulations shall either:	the	<< >>	<< >>
	a. advise the Client of the works and/or the Common Parts that need to be taken to ensure the Property is suitable for human habitation as defined in the Regulations;	erty		
	b. recommend that the Client instruct a suitably qualified person to carry out the works;	an		
9	The Manager shall, if requested by the Client at the Client's cost, arrange for works to be carried out on the Property and/or Common Parts (including any works required for these works from the Regulations (as obtained) in order to put the Property and/or Common Parts in a state that is fit for habitation in accordance with the FFHH Act 2003;	erty	<< >>	<< >>
10	The Manager shall, if requested by the Client at the Client's cost:	the	<< >>	<< >>
	a. arrange for the installation of smoke alarms and carbon monoxide alarms required by the Carbon Monoxide Alarms Regulations 2015;	the		
	b. check that each alarm is tested and working on the day a new tenancy begins;	nts		
	c. carry out any remedial action in response to any notice relating to the Property under the Smoke and Carbon Monoxide Regulations 2015.	en		
11	The Manager shall [instruct a suitably qualified person to carry out the works];	on		

	with enquiries from potential tenants, arrange viewings and keep the Client informed of all enquiries and viewings.	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 the Client to prepare a holding deposit agreement to be collected, which shall be signed by the Client. The Manager shall ensure the agreement on behalf of the Client and the Manager to do so.	to] sit he sit cts	<< >>	<< >>
14	The Manager shall comply with the requirements in respect of holding deposits in accordance with the Regulations.	in .	<< >>	<< >>
15	The Manager shall, if requested by the Client's cost, arrange for: <ul style="list-style-type: none"> a. an inventory of the Property to be prepared by an independent inventory clerk; b. the inventory clerk to conduct an inventory of the Property with a new tenant whereby the inventory and photographic schedule are confirmed by the tenant; c. the inventory clerk to conduct an inventory of the Property with the tenant whereby the inventory and photographic schedule for the Property are checked and confirmed by the tenant. The Manager shall ensure the inventory and photographic schedule are confirmed by the tenant. 	he a be n a ory with of of a ed	<< >>	<< >>
16	The Manager shall, if requested by the Client's cost, arrange for the Property to be professionally cleaned before the new tenant moves in.	he be	<< >>	<< >>
17	The Manager shall [instruct the Client to prepare an agreement for signature by a professional to] prepare an agreement for signature by a professional to obtain the Client's approval of the agreement.	ed cy all	<< >>	<< >>
18	The Manager shall sign any document on behalf of the Client and the Manager to do so.	her cts	<< >>	<< >>
19	The Manager shall not permit the Client to occupy the Property until that tenant has signed the agreement.	he	<< >>	<< >>

	<p>a. signed a tenancy agreement;</p> <p>b. paid to the Manager the first month's rent;</p> <p>c. paid to the Manager a security deposit equivalent to six weeks' rent¹; and</p> <p>d. provided a signed statement of payments of rent to the Manager.</p>	first		
20	The Manager shall protect, hold and manage the Tenant's deposits in accordance with the Housing Act 2004.	security of	<< >>	<< >>
21	The Manager shall provide to the Tenant of a security deposit being "information" required by the Housing Act 2004.	provides	<< >>	<< >>
22	The Manager shall [instruct the Tenant with the latest version of the Housing, Communities and Local Government Rent: the checklist for rental properties in Wales) the publication "A Home in the Future" Guide for Tenants" before completion of the tenancy agreement.	provide of to the Tenant's A Guide for Tenants	<< >>	<< >>

Day-to-day management of the Property

	Service		Included in Management Fee?	Additional Fees payable?
23	Subject to the Client providing necessary information (such as the names of the providers and the relevant details) the Manager shall notify the Local Authority department and any utilities companies or providers whenever there is a change in the occupier or the person responsible for the bills relating to any Property.	the the the Tax office of of	<< >>	<< >>
24	Subject to the Manager being provided with a float provided by the Client.	of a / a	<< >>	<< >>

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 Welsh Government has the power to introduce caps in the future.

	<p>tenant) the Manager shall pay for the cost of 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 the Property (such as Council Tax, water, gas, electricity and broadband) but the Manager shall be entitled to charge the tenant for the cost of the Property insofar as the Property is unoccupied; b. the Manager shall not be paid by a tenant in respect of the Property for the cost of the Property (such as Council Tax, water, gas, electricity and broadband) but the Manager shall be entitled to charge the tenant for the cost of the Property insofar as the Property is unoccupied; c. the Manager shall pay for the cost of the Property (including maintenance, repairs, cleaning and commissioning in accordance with this Agreement); d. the Manager shall pay for the cost of the Property (including maintenance, repairs, cleaning and commissioning in accordance with this Agreement); e. the Manager shall not be paid by a tenant in respect of the Property for the cost of the Property (such as Council Tax, water, gas, electricity and broadband) but the Manager shall be entitled to charge the tenant for the cost of the Property insofar as the Property is unoccupied; f. the Manager shall be entitled to charge the tenant for the cost of the Property (such as Council Tax, water, gas, electricity and broadband) but the Manager shall be entitled to charge the tenant for the cost of the Property insofar as the Property is unoccupied; g. the Client may instruct the Manager to take some or all of the steps set out in the above. 		
25	The Manager shall demand and receive from the Client in accordance with the tenancy agreement.	<< >>	<< >>
26	<p>If rent is unpaid for << >> Business Days, the Manager shall:</p> <ul style="list-style-type: none"> a. the Manager shall notify the Client and attempt to obtain payment by making calls, visiting the relevant property and sending to three arrears letters; b. if the rent remains unpaid after 14 days, the Manager shall notify the Client of the steps that the Manager is taking to recover the rent; c. the Manager shall, if requested by the Client at the Client's cost, [instruct a professional to] take the steps set out in the above. 	<< >>	<< >>

	Client.			
27	The Manager shall inspect the Property and Common Parts of the Properties every six months and shall report its findings to the Client. The report shall include a photographic survey of the Property and Common Parts of the Properties.	the six months which	<< >>	<< >>
28	If the tenancies fall within the scope of the Residential Tenancies and it appears to the Manager that the Property and/or any of the Common Parts of the Properties are not suitable for human habitation" as defined in the Residential Tenancies Act at any time during the tenancy, the Manager shall: <ul style="list-style-type: none"> a. advise the Client of the defect and/or Common Parts and the steps to be taken to put and keep the Property and Common Parts in a suitable state of human habitation as defined in the Residential Tenancies Act; b. recommend that the Client employ a suitably qualified person to carry out the necessary work; 	the Property and/or any of the Common Parts of the Properties are not suitable for human habitation as defined in the Residential Tenancies Act at any time during the tenancy, the Manager shall:	<< >>	<< >>
29	The Manager shall, if requested by the Client at the Client's cost, arrange for works to be carried out on the Property and/or Common Parts of the Properties (whether or not required for these works from the Residential Tenancies Act to be obtained): <ul style="list-style-type: none"> a. in order to put and keep the Property and Common Parts in a suitable state of human habitation in accordance with the Residential Tenancies Act; b. in response to a notice issued by the tenant under the Residential Tenancies Act and/or Common Parts of the Properties; c. in response to any claim made by the tenant under the Residential Tenancies Act; d. in response to an order made by the court under the FFHH Act. 	the Manager shall, if requested by the Client at the Client's cost, arrange for works to be carried out on the Property and/or Common Parts of the Properties (whether or not required for these works from the Residential Tenancies Act to be obtained):	<< >>	<< >>
30	The Manager shall, if requested by the Client at the Client's cost, conduct more frequent inspections of the Properties and shall report the results of such inspections to the Client [(which shall include photographic evidence of the condition)].	the Manager shall, if requested by the Client at the Client's cost, conduct more frequent inspections of the Properties and shall report the results of such inspections to the Client	<< >>	<< >>
31	The Manager shall: <ul style="list-style-type: none"> a. advise the Client of any breach of any tenancy agreement brought to the Manager's attention; b. require the tenant to make good any damage to the Property and sending the tenant a written notice to do so; 	The Manager shall:	<< >>	<< >>

	tenant; c. if the breaches have taken these steps, notify the Client of the steps taken; d. if requested by the Client, [instruct a suitably qualified person to take the next steps required	after ise		
32	The Manager shall advise the Client by the tenant or by other parties	ised ty.	<< >>	<< >>
33	The Manager shall be responsible for the management of the Properties including maintenance and replacement of: a. the cost of any maintenance and replacements shall be borne by the Client; b. if the work is listed in the schedule 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. £1,000>> or more, the Manager shall contact the Client and shall proceed with the work; or e. if the work needs to be done in an emergency it is practicable to obtain the Client's permission, the Manager may arrange for the work to be done without the permission of the Client; f. unless agreed otherwise in writing, the Manager and the Client shall be jointly responsible for arranging and overseeing maintenance or the replacement of the Property in excess of £<<insert amount>>. The Manager may charge a fee for arranging and overseeing	ph ule ule ger t in	<< >>	<< >>
34	The Manager shall on behalf of the Client enter into such contracts for maintenance, repairs, cleaning, gardening and other work as the Manager considers necessary or appropriate for the management of the Properties	uch ns, ger ber ger	<< >>	<< >>

	obtaining the Client's prior approval in writing prior to the execution of the contract].		
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Strategic management and advice

	Service	Included in Management Fee?	Additional Fees payable?
35	The Manager shall within << Commencement Date prepare a schedule for the Properties setting a budget for maintenance work items and provision of services (to cleaning and gardening) during	<< >>	<< >>
36	Once the Client has approved or to the maintenance schedule, the <ul style="list-style-type: none"> a. implement the programme b. review the programme annually and advise the Client if changes are required; c. amend the maintenance following any review and programme. 	<< >>	<< >>
37	The Manager shall advise the necessary to carry out new gas checks in order to comply with the Gas Safety (Installation and the Electrical Equipment (Safety) appliances purchased before 01/01/2002 and the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2015 and arrange for the necessary checks to be carried out at the Client's cost, if requested by	<< >>	<< >>
38	The Manager shall notify the Client of any changes to the laws and regulations relating to residential lettings and shall advise the Client if it becomes aware of a breach of the regulations in relation to any property. The Manager shall arrange for any required checks to be taken, at the Client's cost, if requested by	<< >>	<< >>

39	The Manager shall make a n the Client at all reasonable t notice for the purposes of relating to the Properties.	e to ble ice	<< >>	<< >>
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<<Insert complete details of all the Properties covered by this Agreement. The provisions below 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. On the Commencement Date the Manager shall provide the Manager with a float of £<<insert amount, e.g. 1,000>> to meet expenditure 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, e.g. 250 per Property>>.

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,
 - a. all sums received;
 - b. all expenditure incurred;
 - c. the Fees due to the Manager;
 - d. the amount held by the Manager.
5. Having sent the statement to the Client, the Manager shall:
 - a. retain the Fees and the amount held by the Manager and invoice within << insert number of days >> Business Days; and
 - b. retain such amount to reimburse all expenditure and top up the float up to £<<insert amount, e.g. 250 per Property>>; and
 - c. remit the balance to the Client within << insert number of days >> Business Days.
6. If there are insufficient funds to reimburse the expenditure and/or to top up the float the Manager shall request the sum required from the Client and the Client shall pay that sum to the Manager within << insert number of days >> Business Days.

Default Fees

7. The Client has a legitimate times for repairs to the Pro e.g. month, quarter>> the Manager shall pay to the C

Category of repair	Attend with
	Target
Emergency	<<e.g. 99%>>
Urgent	<<e.g. 95%>>
Non-urgent	<<e.g. 90%>>

achievement of the target response edule 4. If in any <<insert period, those target response times the ted as follows:

Complete within specified period	
Target	Default Fee
<<e.g. 99%>>	<<e.g. £x or x% of Management Fee>>
<<e.g. 95%>>	<<e.g. £x or x% of Management Fee>>
<<e.g. 90%>>	<<e.g. £x or x% of Management Fee>>

SAMPLE

Service Levels

<<Provide complete details of the methods or units used to quantify the service levels. The following should be adapted to suit the circumstances of the particular Property.

1. The Manager shall provide a service level specification in accordance with the specification, including timescales, set out in the specification.
2. [The Manager is authorised by the Financial Conduct Authority.] The Manager shall hold an appropriate indemnity insurance cover.
3. The Manager shall employ staff and shall provide appropriate training for them.
4. The Manager shall maintain a list of contractors and shall select a contractor from this list for work to be done at the Properties. The Manager shall ensure that all contractors hold appropriate insurance cover, hold all necessary qualifications and comply with relevant legislation.
5. The Manager shall monitor the contractors' services and shall regularly review its practices with a view to maintaining the quality of its performance.
6. The Manager shall be a member of a redress scheme in accordance with the Redress Scheme. The name of the Manager's redress scheme is [The Property Redress Scheme].
7. In accordance with the Requirement to Belong to a government approved client money protection scheme, the Manager is a member of a government approved client money protection scheme. The name and address of the Manager's client money protection scheme is [<<insert name and address of client money protection scheme>>]. A copy of the Manager's certificate of membership of the client money protection scheme may be obtained on request.
8. The Manager shall operate a complaints procedure. A copy of the procedure can be obtained from <<insert name and address of Manager>> (<<telephone number>>) or by emailing <<email address>>.
9. The Manager's office address is <<insert office address>>.
10. The Manager's email address is <<insert email address>>.
11. The Manager's office telephone number is <<insert telephone number>>.
12. The Manager's office fax number is <<insert fax number>>.
13. The Manager's office opening hours are <<insert opening hours>>. Outside of these hours the Manager can be contacted on <<telephone number>>.
14. The Manager shall acknowledge receipt of any correspondence relating to the Properties (whether from the Client, a tenant or a contractor) within <<insert time period, e.g. 5>> Business Days of receipt.

including, where relevant, the following are examples only and should be adapted to suit the circumstances of the particular Property.

in accordance with the specification,

Financial Conduct Authority.] The Manager shall hold an appropriate indemnity insurance cover.

staff and shall provide appropriate training for them.

contractors and shall select a contractor from this list for work to be done at the Properties. The Manager shall ensure that all contractors hold appropriate insurance cover, hold all necessary qualifications and comply with relevant legislation.

services and shall regularly review its practices with a view to maintaining the quality of its performance.

redress scheme in accordance with the Redress Scheme. The name of the Manager's redress scheme is [The Property Redress Scheme].

in Schemes for Property Agents. As from 1 January 2019 the Manager is a member of a government approved client money protection scheme. The name and address of the Manager's client money protection scheme is [<<insert name and address of client money protection scheme>>]. A copy of the Manager's certificate of membership of the client money protection scheme may be obtained on request.

procedure. A copy of the procedure can be obtained from <<insert name and address of Manager>> (<<telephone number>>) or by emailing <<email address>>.

The Manager's office address is <<insert office address>>.

The Manager's email address is <<insert email address>>.

The Manager's office telephone number is <<insert telephone number>>.

The Manager's office fax number is <<insert fax number>>.

<<insert opening hours>>. Outside of these hours the Manager can be contacted on <<telephone number>>.

relating to the Properties (whether from the Client, a tenant or a contractor) within <<insert time period, e.g. 5>> Business Days of receipt.

15. The Manager shall where possible provide a substantive response to correspondence within <<e.g. 10>> Business Days. If it is not possible to provide a substantive response within the specified time period, the Manager shall advise the writer of the delay and shall explain the reason(s) for the delay in responding.

16. The office telephone shall be answered within <<4>> hours. Calls received after 5.00pm shall be answered on the same day or on the next Business Day.

17. Emergency calls to the out of hours number shall be answered promptly.

18. The following target response times shall apply in the following situations:

a. Emergency repairs: Attendance within << 2 >> hours of notification; complete work within << 4 >> hours.

b. Urgent repairs: Attendance within << 4 >> hours of notification (or Client approval, if required); complete work within << 24 >> hours.

c. Non-urgent repairs: Attendance within << 5 >> days of notification (or Client approval, if required); complete work within << 10 >> days.

Performance Monitoring

<<Provide a specification detailing the standard system to be used, including, by way of example only.>>

The Manager shall keep records of performance in accordance with the provision of the Services.

The records must be kept in a way that enables the Manager's Performance Representative to assess performance of each asset in accordance with the specification in Schedule 1 and each of the Service Levels set out above.

The records must include:

- evidence of Financial Condition;
- evidence of professional indemnity cover;
- details of staff qualifications;
- list of approved contractors;
- copies of all documents presented to the Client in relation to the Services;
- copies of written communications received and sent, with date and time details;
- records of telephone calls received and calls made, including notes of the content and time details;
- notes of conversations and meetings undertaken, including date and time details;
- records of financial transactions;
- a log of repair and maintenance work, including reports made, actions taken and time details;
- any other details required in the specification of the Services to be monitored.

Performance Report

substantive response to correspondence within <<e.g. 10>> Business Days. If it is not possible to provide a substantive response within the specified time period, the Manager shall advise the writer of the delay and shall explain the reason(s) for the delay in responding.

and voicemails will be listened to on the same day or on the next Business Day.

Emergency calls to the out of hours number shall be answered promptly.

The following target response times shall apply in the following situations:

a. Emergency repairs: Attendance within << 2 >> hours of notification; complete work within << 4 >> hours.

b. Urgent repairs: Attendance within << 4 >> hours of notification (or Client approval, if required); complete work within << 24 >> hours.

c. Non-urgent repairs: Attendance within << 5 >> days of notification (or Client approval, if required); complete work within << 10 >> days.

The records must be kept in a way that enables the Manager's Performance Representative to assess performance of each asset in accordance with the specification in Schedule 1 and each of the Service Levels set out above.

The records must include:

The records must include:

- evidence of Financial Condition;
- evidence of professional indemnity cover;
- details of staff qualifications;
- list of approved contractors;
- copies of all documents presented to the Client in relation to the Services;
- copies of written communications received and sent, with date and time details;
- records of telephone calls received and calls made, including notes of the content and time details;
- notes of conversations and meetings undertaken, including date and time details;
- records of financial transactions;
- a log of repair and maintenance work, including reports made, actions taken and time details;
- any other details required in the specification of the Services to be monitored.

and dealt with, including details of the work undertaken and the time taken to complete the work. The records must be kept in a way that enables the Manager's Performance Representative to assess performance of each asset in accordance with the specification in Schedule 1 and each of the Service Levels set out above.

<<Provide a specification / timetable for recording performance>>

Submission of Performance Reports

<<Provide a timetable for the collection of data, the compilation of performance reports, and the submission of Performance Reports to the Performance Representatives. The following provides an example only.>>

The records referred to above shall be submitted to the Manager's Performance Representative on request to enable the Manager to compile the Performance Reports.

The Manager shall submit Performance Reports to the Client's Representative and the Manager's Representative <<insert Business Days>> in advance of the meetings to be held in accordance with the terms of the Agreement.

the Report which will be used for

ta, the compilation of performance Reports to the Performance sample only.>>

e to the Manager's Performance Performance Reports.

Client's Representative and the ness Days>> in advance of the

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Client's Obligations

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

1. The Client confirms that they have let the Properties out on an assured shorthold tenancy.

a. any consent required by the Client's lease;

b. any consent required by the Client's lease;

c. any consent required by the Client's lease;

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

2. The Client shall provide the Manager with the keys to each Property and confirms that the Manager may use the keys as necessary.

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

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

a. the Client shall before the tenancy agreement is signed:

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);

ii. instruct the Manager to arrange for a registered engineer to carry out the check (the Client).

b. the Client shall, before the tenant is to remain in the Property, arrange for an annual safety check (but only if 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; or

ii. instruct the Manager to arrange for a registered engineer to carry out the check (the Client) before the expiry date.

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

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

b. the Client shall provide the Manager with a copy of the certificate from an electrician who is

be amended, deleted or added to

Properties and are entitled to let the Properties on an assured shorthold tenancy. The Client confirms that:

superior landlord under the terms of

gees; and

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ancy agreement is signed.

keys to each Property and of the keys as necessary.

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er the Gas Safety (Installation and

either:

the report from the last annual safety check carried out by a registered engineer (which must be less

engineer to carry out the check (the Client).

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

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

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

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

ment provided by the Client at the

ertificate from an electrician who is

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registered with a government
safety of the electrical

organisation (such as NICEIC) as to the
safety of the electrical installations at the Properties.

6. The Client understands their
obligations in the Private Rented Sector

under The Electrical Safety Standards
Regulations 2020. In particular:

a. the Client shall arrange for a
competent person to inspect the
Property at intervals

the Client shall arrange for a qualified and
competent person to inspect the
fixed electrical installation at the

b. the Client shall provide a
copy of the report to the existing
tenant

report from a qualified and
competent person

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 issued

or instruct the Manager to supply a
copy of the report to the existing tenant,
and if requested by the local

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
within 28 days of a new tenancy starting

to supply a copy of the most
recent report to: 1) a prospective tenant
within 28 days of a new tenancy starting

f. if the report requires remedial work to be
carried out, or instruct the Manager to
investigate or arrange for a
competent person to investigate

remedial work, the Client shall carry out
the remedial work (at the cost of the Client), the further
investigation or any remedial work to be carried out by a qualified and
competent person or as otherwise stated; 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.

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

7. The Client understands that a Property
cannot be marketed unless it has a valid Energy Performance
Certificate (EPC) and that the Manager will be
unable to market a Property unless it has a valid EPC
rating of E or F, unless a valid exemption has been registered
in the Exemptions Register and remains in force. The Client shall either
arrange for an EPC to be obtained for the Property or instruct the
Manager to arrange for an EPC to be obtained for the Property

able to market the Properties unless it has a valid EPC
rating of E or F, unless a valid exemption has been registered
in the Exemptions Register and remains in force. The Client shall either
arrange for an EPC to be obtained for the Property or instruct the
Manager to arrange for an EPC to be obtained for the Property
(at the cost of the Client).

8. The Client is aware of the safety
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 the Client shall comply with those

9. The Client is aware of the Housing
Act 2004. The Client shall ensure that the Properties are
in good repair and shall comply with any notice or order issued by the
local authority.

the Rating System introduced under
the Housing Act 2004. The Client shall ensure that the Properties are
in good repair and shall comply with any notice or order issued by the

10. The Client is aware of the
Fire Safety Regulations 2012. The Client shall ensure that the Properties
are in good repair and shall comply with any notice or order issued by the
local authority.

placed on residential landlords by the
Fire Safety Regulations 2012. The Client shall ensure that the Properties are
in good repair and shall comply with any notice or order issued by the
local authority.

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11. The Client understands their obligations under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015, which are set out in particular:
- a. the Client shall before the alarm is installed:
 - i. confirm in writing to the Managing Agent that all necessary smoke and carbon monoxide alarms are installed at the property; or
 - ii. instruct the Managing Agent to ensure the necessary alarms to be installed (at the cost of the Client).
 - b. the Client shall either:
 - i. check that the alarm is working in writing order on the day a new tenancy begins;
 - 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 remedial action required in a remedial notice relating to the Property served with a Carbon Monoxide Alarm;
 - 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 2021] and will comply with these obligations.
13. The Client shall notify the Managing Agent if they become a non-UK resident and understand that the Managing Agent will continue to receive rent in accordance with the Non-Resident Landlords Scheme and the Revenue & Customs.