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PROPERTY MANA
FOR TWO OR MOR

VEL AGREEMENT
TIAL PROPERTIES

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 skill, experience and knowledge 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 to this Agreement;
- "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 the Properties
s;

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

means £<< >> plus VAT (£<< >>
per calendar month per Property
as the parties may agree from
ing an Agreement 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 (including but not limited to those which belong to a Scheme etc) (England)

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

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

“Term”

of this Agreement as set out in

“Unit”

bedsit or other unit at the Property
being let on an assured shorthold

- 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, is a reference to that statute or regulation in force at the relevant time;
 - 1.2.3 “this Agreement”, “the Agreement” and “Schedules A and B”, is a reference to this Agreement and each of the Schedules A and B as amended or substituted at the relevant time;
 - 1.2.4 a Schedule is a reference to a Schedule of this Agreement;
 - 1.2.5 a Clause or Paragraph is a reference to a Clause of this Agreement or a Paragraph of the relevant Schedule; and
 - 1.2.6 a “Party” or “Parties” is a reference to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

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>> from the Commencement Date to the termination of the provisions of Clauses 7 and 11.
- 2.2 Subject to the Agreement, the Term of this Agreement may be extended by the parties in writing in accordance with the provisions of Clause 7, the Term of this Agreement shall thereafter be deemed to be the sum of the periods of <<insert period>> (which shall not be less than 12 months).

3. Manager’s Obligations

- 3.1 The Manager shall provide the services set out in the Client in accordance with the provisions of Clause 4 and shall be bound in accordance with the required standards set out in Schedule 4.
- 3.2 The Manager shall perform its duties 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 the services set out in the Agreement.

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of Services provided

3.4 The Manager shall provide the Services in a reasonable and timely manner in accordance with the provisions of this Agreement.

under this Agreement in a manner consistent with the provisions of this Agreement.

4. Client's Obligations

4.1 The Client shall provide the Services and the Manager may, from time to time, require the Client to provide such information in connection with the provision of the Services.

such information in connection with the provision of the Services.

4.2 The Client shall perform the Services in accordance with the provisions of Schedule 5.

as set out in Schedule 5.

4.3 The Client may, from time to time, provide the Manager in relation to the provision of the Services. Any such instructions should be in writing and in accordance with the specification of the Services provided in Schedule 5.

the reasonable instructions to the Manager in relation to the provision of the Services. Any such instructions should be in writing and in accordance with the specification of the Services provided in Schedule 5.

4.4 In the event that the Client fails to provide the Services or any other communication in a reasonable and timely manner, the Client shall provide the same

decision, approval, consent or any other communication in a reasonable and timely manner in order to continue with the provision of the Services. Any such instructions should be in writing and in accordance with the specification of the Services provided in Schedule 5.

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 to commence, it shall be the Client's responsibility to obtain such consents, licences or approvals before provision of the Services

consents, licences or approvals are needed from any third parties such as landlords, local authorities or similar in order for provision of the Services to commence, it shall be the Client's responsibility to obtain such consents, licences or approvals before provision of the Services

4.6 [The Client shall allow the Manager and its personnel access at all reasonable times to the Premises in order to provide the Services.]

personnel access at all reasonable times to the Premises in order to provide the Services.]

4.7 The Client shall perform the Services in a reasonable and timely manner in accordance with the provisions of this Agreement.

under this Agreement in a reasonable and timely manner in accordance with the provisions of this Agreement.

5. Fees, Payment and Records

5.1 The Client shall pay the Manager in accordance with the provisions of Schedule 5 for the Services provided by the Manager in accordance with the provisions of this Agreement.

Manager in accordance with the provisions of Schedule 5 for the Services provided by the Manager in accordance with the provisions of this Agreement.

5.2 All payments required by the Client shall be made with cleared funds to such account as the other Party may from time to time nominate in writing, without withholding or deduction except as required to deduct or withhold by law.

to this Agreement by either Party on the date of the relevant invoice in accordance with the provisions of Schedule 5 as the other Party may from time to time nominate in writing, without withholding or deduction except as 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.

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 the amount which is payable to the other pursuant to the provisions of Schedule 5, notwithstanding such failure, the amount shall bear interest from the due date until payment is made, at a rate of <<insert percentage>> per annum over the <<insert bank name>>

any amount which is payable to the other pursuant to the provisions of Schedule 5, notwithstanding such failure, the amount shall bear interest from the due date until payment is made, at a rate of <<insert percentage>> per annum over the <<insert bank name>>

- base rate from time
- 5.5 Each Party shall:
- 5.5.1 keep, or procure, such records and books of account as are necessary to determine the amount of any sums payable pursuant to this Agreement accurately calculated;
- 5.5.2 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 those sums, to take copies of them;
- 5.5.3 within <<insert interval>>, supply to the other Party an auditors' certificate as to the sums paid by that Party pursuant to this Agreement <<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 provisions of Schedule 4 and the Service Levels as specified in Schedule 2.
- 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 laws, regulations, codes of conduct and any other rules relevant to the provision of 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 does not have any adverse effect on the name, reputation, image or goodwill of the Client.
- 6.6 In the event that the Manager fails to provide the Services to the required Service Levels or to the required standard of provision of the same, the following provisions will apply:
- 6.6.1 the Client shall have the right to require the Manager to provide the Services to the required Service Levels or to the required standard of provision of the same;
- 6.6.2 if the Manager fails to provide the Services to the required Service Levels or to the required standard of provision of the same, the Client shall be entitled to:
- 6.6.2.1 the Client shall be entitled to obtain any of the Services affected by the failure to provide the Services to the required Service Levels or to the required standard of provision of the same, from any third party until such time as it is satisfied that the failure has been rectified or, in the event of a permanent failure, until such time as the Manager's obligation to provide the Services is terminated;
- 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 and for any loss or damage suffered by the Client in obtaining the same from the Manager.

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under
fores
Client

a sum equal to any reasonable
loss of business) suffered by the
Manager's failure or breach.

6.7 The obligations of the Client shall not be affected by the termination of this Agreement.

Clause 6.6.2 shall not be affected

6.8 The rights of the Client 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 under sub-Clause 8.5.

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 under sub-Clause 8.5.

6.9 [Subject to its obligations under this Agreement, and without prejudice to its right to terminate the Agreement under sub-Clause 8.5, the Client shall be free to provide any other services (which are similar to the Services or of a similar nature) to or for the benefit of any third party within the territory or area, either with or without the prior written consent of the Client, provided that such consent is not unreasonably withheld or delayed.]

under the terms and conditions of the Agreement, the Client shall be free to provide any other services (which are similar to the Services or of a similar nature) to or for the benefit of any third party within the territory or area, either with or without the prior written consent of the Client, provided that such consent is not unreasonably withheld or delayed.]

6.10 [The Manager shall be entitled to provide any services which are similar to the Services to or for the benefit of any third party within the territory or area, either with or without the prior written consent of the Client, provided that such consent is not unreasonably withheld or delayed.]

under the terms and conditions of the Agreement, the Client shall be free to provide any other services (which are similar to the Services or of a similar nature) to or for the benefit of any third party within the territory or area, either with or without the prior written consent of the Client, provided that such consent is not unreasonably withheld or delayed.]

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 matters arising out of the Agreement, including, but not limited to, its terms and conditions, scope and conditions, scope and conditions, and any other matters relating to the provision of the Services and the Services Levels.

the 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 Agreement, including, but not limited to, its terms and conditions, scope and conditions, and any other matters relating to the provision of the Services and the Services Levels.

7.2 Both Parties shall participate in the meetings held pursuant to sub-Clause 7.1 within <<insert interval, e.g. monthly>> intervals in order to discuss matters arising out of the Agreement, including, but not limited to, its terms and conditions, scope and conditions, and any other matters relating to the provision of the Services and the Services Levels.

from meetings held pursuant to sub-Clause 7.1 within <<insert interval, e.g. monthly>> intervals in order to discuss matters arising out of the Agreement, including, but not limited to, its terms and conditions, scope and conditions, and any other matters relating to the provision of the Services and the Services Levels.

7.3 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 matters arising out of the Agreement, including, but not limited to, its terms and conditions, scope and conditions, and any other matters relating to the provision of the Services and the Services Levels.

the 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 Agreement, including, but not limited to, its terms and conditions, scope and conditions, and any other matters relating to the provision of the Services and the Services 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 capacity as representatives of the Client and the Manager, respectively, conduct an Agreement Review 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 and conditions, and any other matters relating to the provision of the Services and the Services Levels.

use 7.3, the Client's Management Representative and the Manager's Management Representative shall, in their capacity as representatives of the Client and the Manager, respectively, conduct an Agreement Review 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 and conditions, and any other matters relating to the provision of the Services and the Services Levels.

7.5 No later than <<insert interval, e.g. monthly>> intervals in order to discuss matters arising out of the Agreement, including, but not limited to, its terms and conditions, scope and conditions, and any other matters relating to the provision of the Services and the Services Levels.

the end of the current Term of this Agreement, the Client's Representative and the Manager's Management Representative shall, in their capacity as representatives of the Client and the Manager, respectively, conduct an Agreement Review 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 and conditions, and any other matters relating to the provision of the Services and the Services Levels.

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which the continuation of the Agreement shall be determined. In the event that a review is agreed upon, the provisions of sub-Clause 2.2 shall apply.

- 7.6 Notwithstanding the above, in the event that changes to this Agreement are required for reasons including, but not limited to, legislative or regulatory changes, the Manager shall have the right to call for an immediate Agreement Review. Any such Agreement Reviews shall not be effective unless approved by the duly authorised representatives of the Client.

Agreement shall be determined. In the event that a review is agreed upon, the provisions of sub-Clause 2.2 shall apply.

7.4, in the event that changes to this Agreement are required for reasons including, but not limited to, legislative or regulatory changes, the Manager shall have the right to call for an immediate Agreement Review. Any such Agreement Reviews shall not be effective unless approved by the duly authorised representatives of the Client.

8. Performance Management

- 8.1 For the purposes of this Agreement the Manager's Performance Representative. It shall be the responsibility of the Manager's Performance Representative to ensure that the Service Levels are provided in accordance with the provisions of this Agreement.

- 8.2 The provision of the Service Levels shall be monitored by the Manager's Performance Representative in accordance with the provisions of Schedule 4.

- 8.3 All data collected by the Manager's Performance Representative pursuant to this Clause 8 and the Service Levels shall be presented in <<insert interval, e.g. monthly>> Performance Reports.

- 8.4 Performance Reports shall be provided within the time period specified in Schedule 4, to the Client for consideration and approval (where relevant) during meetings.

- 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 response times for repairs to the Properties as set out in Schedule 4, the Client shall be required to pay to the Manager a Default Fee in accordance with Schedule 3.

- 8.5.2 If the Manager fails to meet the target response times for repairs to the Properties for a period of or more than <<insert period, e.g. 3 months>>, the Client shall further have the right 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 way, the Client shall have the right to terminate this Agreement in accordance with sub-Clause 11.3.

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

Managing performance under this Agreement shall be determined. In the event that a review is agreed upon, the provisions of sub-Clause 2.2 shall apply.

7.4, in the event that changes to this Agreement are required for reasons including, but not limited to, legislative or regulatory changes, the Manager shall have the right to call for an immediate Agreement Review. Any such Agreement Reviews shall not be effective unless approved by the duly authorised representatives of the Client.

8.1 For the purposes of this Agreement the Manager's Performance Representative. It shall be the responsibility of the Manager's Performance Representative to ensure that the Service Levels are provided in accordance with the provisions of this Agreement.

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

8.3 All data collected by the Manager's Performance Representative pursuant to this Clause 8 and the Service Levels shall be presented in <<insert interval, e.g. monthly>> Performance Reports.

8.4 Performance Reports shall be provided within the time period specified in Schedule 4, to the Client for consideration and approval (where relevant) during meetings.

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 response times for repairs to the Properties as set out in Schedule 4, the Client shall be required to pay to the Manager a Default Fee in accordance with Schedule 3.

8.5.2 If the Manager fails to meet the target response times for repairs to the Properties for a period of or more than <<insert period, e.g. 3 months>>, the Client shall further have the right 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 way, the Client shall have the right to terminate this Agreement in accordance with sub-Clause 11.3.

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

9. Confidentiality

- [illegible]

10. Intellectual Property Right

- 10.1 [The Manager shall [REDACTED] of any and all Intellectual Property Rights that may su [REDACTED] the Services as provided by the Manager. Through [REDACTED] agreement, the Manager shall be

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deemed to automatically
and all such rights to
and conditions of the

ee, [non-]exclusive licence of any
same in accordance with the terms
services.

- 10.2 In complying with
undertakes to execute
that may be necessary
bear any costs associated

clause 10.1, the Manager hereby
acts and perform any such actions
into effect and shall exclusively

OR

- 10.1 [Subject to the receipt
the Manager shall
Rights that may survive
Manager to the Client

the Client under this Agreement,
any and all Intellectual Property
the Services as provided by the

- 10.2 In complying with
undertakes to execute
that may be necessary
exclusively bear any

clause 10.1, the Manager hereby
acts and perform any such actions
assignments into effect and shall
with.]

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11. Termination

- 11.1 Either Party may terminate
<<insert notice period>>
<<insert minimum term>>

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

- 11.2 Either Party may terminate
the other Party if:

Agreement by giving written notice to

- 11.2.1 any sum owed
provisions of
due date for

the other Party under any of the
paid within <<insert period>> of the

- 11.2.2 the other Party
this Agreement
it within <<insert period>>
particulars of

breach of any of the provisions of
capable of remedy, fails to remedy
giving written notice giving full
it to be remedied;

- 11.2.3 an encumbrance
company, and
that other Party

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

- 11.2.4 the other Party
being a company
the meaning

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

- 11.2.5 the other Party
made against
the purposes
a manner that
bound by or
this Agreement

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

- 11.2.6 anything and
jurisdiction of

foregoing under the law of any
other Party;

- 11.2.7 the other Party

to cease, to carry on business; or

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11.2.8 control of the
persons not
Agreement.
“connected”
Sections 112

ed by any person or connected
other Party on the date of this
this Clause 11, “control” and
the meanings ascribed thereto by
of the Corporation Tax Act 2010.

11.3 The Client shall have
written notice to the
Services in compliance
Clause 8.5.

terminate this Agreement by giving
that the Manager fails to provide the
levels for the period set out in sub-

11.4 The right to terminate
prejudice any other
concerned (if any) of

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

12. Post-Termination

Upon the termination of this

on:

12.1 any sum owing by either
this Agreement shall

party under any of the provisions of
due and payable;

12.2 any rights or obligations
entitled or be subject
where they are expressed

Parties to this Agreement may be
shall remain in full force and effect
such termination;

12.3 termination shall not
which the terminating
termination or any of
may have in respect
before the date of termination

right to damages or other remedy
respect of the event giving rise to the
or other remedy which either Party
this Agreement which existed at or

12.4 subject as provided
rights, neither Party

except in respect of any accrued
other obligation to the other;

12.5 each Party shall return
has not been transferred
provided for the purpose

any materials in which the ownership
which have, for any reason, been
and

12.6 each Party shall (except
to use, either directly
forthwith return to the
which contain or record

provided to in Clause 9) forthwith cease
Confidential Information, and shall
documents in its possession or control
information.

13. Liability and Indemnity

13.1 The Manager shall
agents and employees
liabilities howsoever
or in tort, including
damage to any property
failure to perform its
such losses, costs,
the negligent acts of
Manager is otherwise

less the Client, its subcontractors,
any and all claims, costs and
ever nature and whether in contract
any person or persons or loss of or
in respect of the performance or
Agreement if and to the extent that
s are caused or contributed to by
Manager or any persons for which the

13.2 The Client shall indemnify
agents and employees

as the Manager, its subcontractors,
any and all claims, costs and

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liabilities howsoever
or in tort, including
damage to any prop
Client of its obligat
losses, costs, dam
negligent acts or on
otherwise legally lia

ver nature and whether in contract
y person or persons or loss of or
respect of the performance by the
ent if and to the extent that such
caused or contributed to by the
any persons for which the client is

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- 13.3 Except as expressly
or responsible to th
for negligence) for:

ment, neither Party shall be liable
or otherwise (including any liability

13.3.1 any loss of r
or any loss of

acts, anticipated savings or profits,

13.3.2 any special i

loss howsoever arising.

13.3.3 For the pur
any expense
a lesser am
of the use
Agreement.

13.1 “anticipated savings” means
acts to avoid incurring or to incur in
se have been the case by reason
led by the Manager under this

M

14. Force Majeure

- 14.1 No Party to this Agr
their obligations wh
beyond the reasona
limited to: power fai
unrest, fire, flood,
governmental action
in question.

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

- 14.2 [In the event that a
hereunder as a res
period>>, the other
written notice at the
Parties shall agree
provided up to the
any prior contractua
of this Agreement.]

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

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15. No Waiver

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

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

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16. Further Assurance

Each Party shall execute
may be necessary to carry

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

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17. **Costs**

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

Party to this Agreement shall pay its own costs of and incidental to the preparation, execution and carrying into effect 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 agreement.

19. **Assignment and Sub-Contracting**

19.1 [Subject to sub-Clause 19.2, neither Party may assign (otherwise than by floating charge) or sub-license any of its rights hereunder, or subcontract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.

Assignment is personal to the Parties. Neither Party may assign (otherwise than by floating charge) or sub-license any of its rights hereunder, or subcontract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.

19.2 [The Manager shall not subcontract any of the obligations undertaken by it through any other member or skilled sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Manager.

Assignment of the obligations undertaken by the Manager or through suitably qualified and experienced person or member of such other member or sub-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.]

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 for guidance only and may be varied by mutual agreement.]

Time shall be for guidance only and may be varied by mutual agreement of the Parties.]

21. **Relationship of the Parties**

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

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship between the Parties other than the relationship created by this Agreement.

22. **Non-Solicitation**

22.1 Neither Party shall, within a period of <<insert period>> after its termination of any employment or contract the services of any person who is or was engaged by the other Party at any time in relation to this Agreement, without the express written consent of that Party].

Neither Party shall, within a period of <<insert period>> after its termination of any employment or contract the services of any person who is or was engaged by 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 any employment or contract the services of any person who is or was engaged by the other Party at any time in relation to this Agreement, without the express written consent of that Party].

Neither Party shall, within a period of <<insert period>> after its termination of any employment or contract the services of any person who is or was engaged by the other Party at any time in relation to this Agreement, without the express written consent of that Party.

period>> after its termination, the Party any customer or other person who causes damage to the Party without the express written consent of that Party.

to solicit or entice away from the other Party any customer or other person who causes damage to the 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 Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

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

23.2 Subject to this Clause, all notices shall continue and be binding on the transferee, successor or assignee of the Party as required.

23.2 Subject to this Clause, all notices shall continue and be binding on the transferee, successor or assignee 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.

24.1 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 Notices shall be deemed to have been given:

24.2.1 when delivered to the recipient by hand or registered mail;

24.2.1 when delivered to the recipient by hand or registered mail;

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

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

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

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

24.2.4 on the tenth business day after the date of mailing, if mailed by airmail, postage prepaid.

24.2.4 on the tenth business day after the date of mailing, if mailed by airmail, postage prepaid.

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

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 Parties.

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 Parties.

25.2 Each Party acknowledges that it enters into this Agreement, it does not rely on any representation or provision except as expressly provided in this Agreement, and it does not rely on any conditions, warranties or other terms implied by statute or common law.

25.2 Each Party acknowledges that it enters into this Agreement, it does not rely on any representation or provision except as expressly provided in this Agreement, and it does not rely on any conditions, warranties or other terms implied by statute or common law.

26. Counterparts

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

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

S

27. **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.

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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 bind them.

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 bind them.

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 matter through an agreed Alternative Dispute Resolution (ADR) procedure.]

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 matter through an agreed Alternative Dispute Resolution (ADR) procedure.]

28.3 [If the ADR procedure does not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, either Party may, upon giving written notice to the other Party, refer the dispute to arbitration by either Party.]

28.3 [If the ADR procedure does not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, either Party may, upon giving written notice to the other Party, refer the dispute 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 between the Parties. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

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 between the Parties. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

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

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

28.6 The Parties hereby acknowledge that the arbitration is the final method of dispute resolution under this Agreement and that the arbitration shall be final and binding on both Parties.

28.6 The Parties hereby acknowledge that the arbitration is the final method of dispute resolution under this Agreement and that the arbitration shall be final and binding on both Parties.

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29. **Law and Jurisdiction**

29.1 This Agreement (including any dispute arising out of or relating to it) shall be governed by, and construed in accordance with, the law of England and Wales.

29.1 This Agreement (including any dispute arising out of or relating to it) 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) shall fall within the jurisdiction of the courts 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) shall fall within the jurisdiction of the courts of England and Wales.

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30. **VAT**

This Agreement details the net amount payable by the Client. If the rate of VAT is changed, the Client will be liable to pay the net amount plus the applicable rate of VAT and exclusive of VAT. If the rate of VAT is changed, the Client will be liable to pay the net amount plus the applicable rate of VAT and exclusive of VAT.

This Agreement details the net amount payable by the Client. If the rate of VAT is changed, the Client will be liable to pay the net amount plus the applicable rate of VAT and exclusive of VAT. If the rate of VAT is changed, the Client will be liable to pay the net amount plus the applicable rate of VAT and exclusive of VAT.

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is chargeable regardless
change.

er has notified the Client of the

IN WITNESS WHEREOF this Ag executed the day and year first
before written

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

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 Unit or a Property

	Service		Included in Management Fee?	Additional Fees payable?
1	When a Unit or Property is to become unoccupied, the Manager shall, at the Client's cost, engage a suitably qualified lettings agent to market the Property for letting on an assured shorthold tenancy at market rent.	to a or t a	<< >>	<< >>
2	The Manager shall [instruct a suitable person to] prepare particulars of the Unit or Property in written description [, video and/or photographs] and, once the particulars have been approved by the Client, they shall be published in the Manager's printed advertising materials and on the Manager's website.	to] a a hs he her	<< >>	<< >>
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 or Property.	at ce ty.	<< >>	<< >>
4	The Manager shall not commission a person to commence the letting of the Unit or Property unless a valid EPC is available for the Unit or Property's energy efficiency rating is E (inclusive) or a valid exemption from the National PRS Exemption Regulations is in force.	her or he A- ed ns	<< >>	<< >>
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 Regulations 2016 (from 08 December 2016) (for properties let on an assured shorthold tenancy) and the Gas Safety Regulations 2020.	he ty he and ent ed ent on ty d)	<< >>	<< >>
6	If it appears to the Manager that any Unit or Property is in breach of any of the HHSRS Regulations the Manager shall, at the Client's cost, arrange for a survey to be carried out by a qualified person to assess the risk of breach of the HHSRS Regulations.	at he	<< >>	<< >>

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t – Portfolio of Multi-Let Residential Properties.

11	The Manager shall [instruct the Client] with enquiries from potential tenants regarding viewings and keep the Client advised of all enquiries and viewings.	deal with enquiries from potential tenants regarding viewings and keep the Client advised of all enquiries and viewings.	<< >>	<< >>
12	The Manager shall [instruct the Client] to provide appropriate references on an ongoing basis and a firm commitment to enter into a lease with the Client.	provide appropriate references on an ongoing basis and a firm commitment to enter into a lease with the Client.	<< >>	<< >>
13	The Manager shall [instruct the Client] to the extent that sections 20–37 of the Residential Tenancies Act are in force in relation to the Client (if the Client is situated), accept liability for the requirements of sections 20–37 of the Residential Tenancies Act on behalf of the Client and shall: <ul style="list-style-type: none"> a. obtain from the proposed tenant the intended adult occupier's personal information and documents and carry out “right to rent” checks; b. carry out “right to rent” checks in accordance with relevant Home Office guidance; c. report the outcome of the checks to the Client as soon as possible. 	the Manager shall [instruct the Client] to the extent that sections 20–37 of the Residential Tenancies Act are in force in relation to the Client (if the Client is situated), accept liability for the requirements of sections 20–37 of the Residential Tenancies Act on behalf of the Client and shall: <ul style="list-style-type: none"> a. obtain from the proposed tenant the intended adult occupier's personal information and documents and carry out “right to rent” checks; b. carry out “right to rent” checks in accordance with relevant Home Office guidance; c. report the outcome of the checks to the Client as soon as possible. 	<< >>	<< >>
14	The Manager shall [instruct the Client] to prepare a holding deposit agreement which is to be collected, which shall be held on behalf of the Client. The Manager shall [instruct the Client] to prepare the agreement on behalf of the Client and the Manager to do so.	[instruct the Client] to prepare a holding deposit agreement which is to be collected, which shall be held on behalf of the Client. The Manager shall [instruct the Client] to prepare the agreement on behalf of the Client and the Manager to do so.	<< >>	<< >>
15	The Manager shall comply with the requirements in respect of holding deposits in the Residential Tenancies Act.	in the Residential Tenancies Act.	<< >>	<< >>
16	The Manager shall, if requested by the Client at the Client's cost, arrange for: <ul style="list-style-type: none"> a. an inventory of the Unit and a photographic schedule of the Unit and an independent inventory of the Unit; b. the inventory clerk to provide a copy of the new tenant whereby the inventory is confirmed by the tenant; c. the inventory clerk to provide a copy of the new tenant whereby the inventory is confirmed by the tenant. 	the Manager shall, if requested by the Client at the Client's cost, arrange for: <ul style="list-style-type: none"> a. an inventory of the Unit and a photographic schedule of the Unit and an independent inventory of the Unit; b. the inventory clerk to provide a copy of the new tenant whereby the inventory is confirmed by the tenant; c. the inventory clerk to provide a copy of the new tenant whereby the inventory is confirmed by the tenant. 	<< >>	<< >>

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

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

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

Day-to-day management of the Property

	Service		Included in Management Fee?	Additional Fees payable?
24	Subject to the Client providing necessary information (such as the names of service providers and the relevant contracts), the Manager shall notify the Local Authority and any utilities or service providers whenever there is a change of the occupier or the person responsible for the bills relating to any Unit or	the the the Tax office of of	<< >>	<< >>
25	<p>Subject to the Manager being provided with a float provided by the Client (or a tenant) the Manager shall pay the bills relating to the Property on the following basis:</p> <p>a. the Manager shall not be paid by a tenant for the bills relating to the Property (such as Council rates, water, gas, electricity and broadband) but the Manager shall be responsible for such charges insofar as they relate to the Unit or Property is</p> <p>b. the Manager shall be responsible for the water charge and other services provided by the landlord or the landlord's management company</p> <p>c. the Manager shall pay for the bills relating to the Properties (including Council rates, water, gas, electricity, maintenance, repairs, cleaning and other services) which have been commissioned in accordance with the terms of this Agreement;</p> <p>d. the Manager shall pay for the insurance of the Properties (including fire, theft and public liability) if the Client is not able to arrange such insurance;</p> <p>e. the Manager shall not be responsible for the bills it has received an invoice for</p> <p>f. the Manager shall be responsible for the payment of invoices and demands for payment</p> <p>g. the Client may instruct the Manager to</p>	of a by a each to or and and such when ice nt's any the tion the ave ms for is the ess pay ke	<< >>	<< >>

	some or all of the types listed above.	to		
26	The Manager shall demand and collect from the Client in accordance with the tenancy agreement.	of ant	<< >>	<< >>
27	If rent is unpaid for << >> Business Days: a. the Manager shall notify the Client and attempt to obtain payment by making phone calls, visiting the relevant property and sending up to three arrears notices. b. if the rent remains unpaid for << >> Business Days, the Manager shall notify the Client of the steps that will be taken. c. the Manager shall, if requested in writing by the Client at the Client's cost, [instruct a third party professional to] take the steps described in b.	Due: s, e at ne	<< >>	<< >>
28	The Manager shall inspect the property every six months and shall report its findings to the Client. The report shall include photographic scans of the property.	six ich	<< >>	<< >>
29	The Manager shall, if requested in writing by the Client at the Client's cost, conduct more frequent inspections of the Properties and shall report the results to the Client [(which shall include photographic scans of the property in poor condition)].	the the ent of	<< >>	<< >>
30	If the tenancies fall within the definition of "Multi-Let Tenancies" and it appears to the Manager that the Common Parts of the tenancies, the Manager shall: a. advise the Client of the condition of the Common Parts and recommend that the Client take steps to put and keep the Common Parts in a state that is consistent with the definition in the FFHH Act; b. recommend that the Client engage a suitably qualified person to inspect the Common Parts.	ble Unit man ing /or be non as n a	<< >>	<< >>
31	The Manager shall, if requested in writing by the Client at the Client's cost, arrange for works to be carried out on the Unit and/or Common Parts (including the repair of these works from any source obtained): a. in order to put and keep the Common Parts in a state that is consistent with the definition in the FFHH Act;	the the red een non	<< >>	<< >>

	<p>Parts in a state that is in accordance with the F</p> <p>b. in response to a notice issued by a tenant in respect of Common Parts;</p> <p>c. in response to any claim by a tenant under the</p> <p>d. in response to an order under the FFHH Act.</p>		
32	<p>The Manager shall:</p> <p>a. advise the Client of any tenancy agreement and bring it to the Manager's attention;</p> <p>b. require the tenant to make telephone calls to the Unit or Property and sending the tenant;</p> <p>c. if the breaches have taken these steps, notify the Client of the steps</p> <p>d. if requested by the Client [instruct a suitably qualified person to take the next steps required</p>	<< >>	<< >>
33	The Manager shall advise the by the tenant or by other parties	<< >>	<< >>
34	<p>The Manager shall be responsible for the management of the Properties maintenance and replacement</p> <p>a. the cost of any maintenance and replacements shall be borne by the tenant</p> <p>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 tenant</p> <p>c. if the work is not listed in the schedule and the cost of the work is less than £<<insert amount>> the Manager may arrange for the work to be done without reference to the tenant</p> <p>d. if the work is not listed in the schedule and the cost of the work is more than £<<insert amount>> the Manager may arrange for the work to be done without reference to the tenant</p>	<< >>	<< >>

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 1988, the Electrical Equipment (Safety) Regulations 1987 (for appliances purchased before 1 January 1987) and the Electrical Equipment (Safety) Regulations 2002 (for appliances purchased on or after 1 January 2002), and the Electrical Safety Standards Group (England) Regulations 2015. The Manager shall arrange for the necessary checks to be carried out at the Client's cost, if requested.	is ety s in 98, (for the (for (6), ted shall at	<< >>	<< >>
39	The Manager shall notify the Client of any laws and regulations relating to the Properties for residential lettings and shall advise the Client if it becomes aware of a breach of any such regulations in relation to any of the Properties. The Manager shall arrange for any required repairs to be taken, at the Client's cost, if requested.	to ies ent or ger be	<< >>	<< >>
40	The Manager shall make a report of the condition of the Properties to the Client at all reasonable intervals and shall give notice for the purposes of the report. The Manager shall relate to the Properties.	e to ble ice	<< >>	<< >>

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<<Insert complete details of all the Fees and default fees under this Agreement. The provisions below must be modified to suit the circumstances.>>

Fee structure

1. The Client shall pay the following Fees for the provision of the Services:
 - d. the Management Fees
 - 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. 2,000>> 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. 2,000>> or £500 per Property>>.

Provision of statements, invoices and receipts

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 pay them to the Client within <<insert number of days>> Business Days; and
 - b. retain such amount as is necessary to maintain the float up to £<<insert amount, e.g. 2,000>> or £250 per Property>>; and
 - c. remit the balance to the Client within <<insert number of days>> Business Days.
6. If there are insufficient funds in the float to meet the expenditure and/or to top up the float the Manager shall request the Client to provide 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 schedule 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>>

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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 Properties.>>

including, where relevant, the following are examples only and should not be taken as a requirement.

1. The Manager shall provide a service level in accordance with the specification, including timescales, set out in the specification.

in accordance with the specification,

2. [The Manager is authorised by the Financial Conduct Authority.] The Manager shall hold an appropriate personal indemnity insurance cover.

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

3. The Manager shall employ staff and shall provide appropriate training for them.

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 necessary qualifications are held by all contractors.

contractors and shall select a contractor from this list for work to be done at the Properties. The Manager shall ensure that all necessary qualifications are held by all contractors.

5. The Manager shall monitor its practices with a view to maintaining the quality of its performance.

practices 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 for Property Agents. The name of the redress scheme is [The Property Redress Scheme].

redress scheme for dealing with complaints in accordance with 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 of the Manager's client money protection scheme, the Manager shall ensure that the client money protection scheme is a member of the client money protection scheme.

in Schemes for Property Agents in 2019 the Manager is a member of a government approved client money protection scheme. The name and address of the Manager's certificate of membership of the client money protection scheme is [<<insert name and address of the Manager's certificate of membership of the client money protection scheme>>].

8. The Manager shall operate a complaints procedure. A copy of the procedure can be obtained from <<insert name and address of the Manager's complaints procedure>> (<<telephone number>>) or by emailing <<email address>>.

procedure. A copy of the procedure can be obtained from <<insert name and address of the Manager's complaints procedure>> (<<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 office telephone number>>.

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

13. The Manager's office opening hours are <<insert office opening hours>>. Outside of these hours the Manager can be contacted on <<telephone number>>.

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

14. The Manager shall acknowledge receipt of correspondence from the Client, a tenant or a contractor within <<insert time period>> Business Days of receipt.

relating to the Properties (whether by post, email or otherwise) within <<insert time period>> Business Days of receipt.

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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, 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 and voicemails will be listened to 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 apply in the following situations:

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

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

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

Performance Monitoring

<<Provide a specification detailing the standard system to be used, including a 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 aspect of the Services 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 insurance;
- 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 undertaken, including reports made, actions taken and time details;
- any other details required in order to monitor the performance of the Services to be monitored.

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Performance Report

<<Provide a specification / template for the Performance Report which will be used 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 number of Business Days>> in advance of the meetings to be held in accordance with the terms of the Management Agreement.

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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 the Units or Properties on the basis of which the Client is seeking to let the Properties and are entitled to let on an assured shorthold tenancy. 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.
2. The Client shall provide the Manager with a list of all keys for the Properties and confirm that the Manager may use any of 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 the requirements of the Gas Safety (Installation and Use) Regulations 1998. In particular:
 - a. the Client shall before the Properties are let, 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); or
 - ii. instruct the Manager to engage an engineer to carry out the check (the Client).
 - b. the Client shall, before the tenant is to remain in occupation, carry out an annual safety check (but only if the current check is due for renewal (i.e. 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 engage an engineer to carry out the check (the Client) before the expiry date.
5. The Client understands the requirements of the Electrical Equipment (Safety) Regulations 1994 (as amended) (the Regulations) and the Electrical Equipment Regulations 2016 (for electrical equipment purchased on or after 08 December 2016) and shall ensure that:
 - a. the Client shall ensure that the Electrical Equipment provided by the Client at the Properties complies with the Regulations.

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

certificate from an electrician who is registered with a government organisation (such as NICEIC) as to the safety of the electrical installations at the Properties.

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

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

- a. the Client shall arrange for a qualified and competent person to carry out a periodic electrical installation inspection of the Property at intervals not exceeding five years.

the Client shall arrange for a qualified and competent person to carry out a periodic electrical installation inspection of the Property at intervals not exceeding five years.

- b. the Client shall provide a copy of the report from a qualified and competent electrician to the existing tenant.

the Client shall provide a copy of the report from a qualified and competent electrician to the existing tenant.

- c. for existing tenancies, the Client shall provide a copy of the report to the local housing authority, within 28 days of the report being issued.

the Client shall provide a copy of the report to the local housing authority, within 28 days of the report being issued.

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

the Client and Manager shall ensure that the report is given 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 commencing;

the Client shall supply a copy of the most recent report to: 1) a prospective tenant within 28 days of a new tenancy commencing; and 2) a prospective tenant who is not a tenant;

- f. if the report requires remedial work, the Client shall carry out, or instruct the Manager to carry out, the investigation or any remedial work by a competent person within 28 days of the report being issued.

if remedial work is required, the Client shall carry out, or instruct the Manager to carry out, the investigation or any remedial work by a competent person within 28 days of the report being issued; and

- g. the Client shall supply a copy of the report and confirmation of completion of such work to the existing tenant within 28 days of the work being carried out.

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

7. The Client understands that a valid Energy Performance Certificate (EPC) is required for a Unit or Property to be able to market any Unit or Property unless a valid Energy Performance Certificate (EPC) is available and that the Manager will be unable to market a Unit or Property unless a valid exemption has been registered on the National PRS Exemptions Register and remains in force. The Client shall instruct the Manager to arrange for a valid EPC to be prepared for the Unit or Property (at the cost of the Client).

able to market any Unit or Property unless a valid Energy Performance Certificate (EPC) is available and that the Manager will be unable to market a Unit or Property unless a valid exemption has been registered on the National PRS Exemptions Register and remains in force. The Client shall instruct the Manager to arrange for a valid EPC to be prepared for the Unit or Property (at the cost of the Client).

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

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

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

Property Rating System introduced under the Housing Act 2004. The Client shall take all reasonable steps to minimise hazards at the Properties and shall comply 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 2006. The Client shall comply with those obligations in a timely manner with any notice or order issued by the local authority.

placed on residential landlords by the Fire Safety Act 2006. The Client shall comply with those obligations in a timely manner with any notice or order issued by the local authority.

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Under the FFHH Act.

- ## After The Smoke and Carbon Molecular: