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

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

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PROPERTY MANAGEMENT AGREEMENT  
FOR SINGLE COMMERCIAL PROPERTY

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**THIS AGREEMENT** is made the  
**BETWEEN:**

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

**WHEREAS:**

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

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

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

**"Additional Fees"**

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

**"Business Day"**

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

**"Commencement Date"**

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

**"Confidential Information"**

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

**"Fees"**

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

**“Lease”**

**“Management Fee”**

**“Property”**

**“Rent”**

**“Rent Deposit”**

**“Services”**

**“Tenant”**

**“Term”**

- 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 written form, whether by electronic or facsimile transmission or otherwise;
  - 1.2.2 a statute or regulation, includes a reference to that statute or regulation as amended or in force at the relevant time;
  - 1.2.3 “this Agreement”, “this Lease” or “this Licence”, includes this Agreement and each of the Schedules and Licences 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 all parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations and other entities.

## 2. Provision of the Services

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

## 3. Client's Obligations

- 3.1 The Client shall provide all information to the Manager necessary for the Manager's provision of the Services.
- 3.2 The Client shall perform the obligations set out in Schedule 3.
- 3.3 The Client may, from time to time, give the Manager reasonable instructions to the Manager in relation to the provision of the Services. Any such instructions should be consistent with the specification of the Services provided in Schedule 3.
- 3.4 In the event that the Client requires a decision, approval, consent or any other communication from the Manager to continue with the provision of the Services or any part thereof, the Client shall provide the same to the Manager as soon as practicable.
- 3.5 If any consents, licences or approvals are needed from any third parties, local authorities or similar in connection with the provision of the Services (thereof) to commence, it shall be the Client's responsibility to obtain such consents before provision of the Services.
- 3.6 If the nature of the Services requires the Manager to have access to the Client's premises or to any other property lawfully controlled by the Client, the Client shall ensure that the Manager has access to the same at the times to be agreed between the Manager and the Client as required.

- 3.7 Any delay in the performance of the Services resulting from the Client's failure or delay in complying with the provisions of this Clause 3 shall not be the responsibility or fault of the Manager.
4. **Fees, Payment and Records**
- 4.1 The Client shall pay the Manager in accordance with the provisions of Schedule 1.
- 4.2 The Manager shall invoice the Client for Fees due in accordance with the provisions of Schedule 1.
- 4.3 All payments required to be made pursuant to this Agreement by either Party shall be made within five (5) Business Days of receipt by that Party of the relevant invoice.
- 4.4 All payments required to be made pursuant to this Agreement by either Party shall be made in cleared sterling to a United Kingdom bank as the receiving bank may from time to time determine.
- 4.5 Where any payment is required to be made on a day that is not a Business Day, the payment shall be made on the next following Business Day.
- 4.6 Without prejudice to the provisions of sub-Clause 4.3, any sums which remain unpaid following the expiry of the period specified in sub-Clause 4.3 shall incur interest on a daily basis at the rate of <<insert percentage>> % above the base rate of <<insert name of bank>> from the date when payment is made in full of any such sums.
- 4.7 Each Party shall:
- 4.7.1 keep, or procure to be kept, such records and books of account as may be required by the other Party, and the amount of any sums payable pursuant to this Agreement shall be accurately calculated;
- 4.7.2 at the reasonable request of the other Party, allow that Party or its agent to inspect and copy the books of account and, to the extent necessary, the records and books of account, those sums, to take copies of them; and
- 4.7.3 within <<insert interval>>, submit to the other Party an auditors' certificate as to the accuracy of the sums paid by that Party pursuant to this Agreement during the <<insert interval>>.
5. **Liability, Indemnity and Insurance**
- 5.1 The Manager shall maintain in force at all times suitable and valid insurance that shall cover the Manager's liability in respect of the Services.
- 5.2 In the event that the Manager is liable in respect of the Services with reasonable care and skill it shall take such necessary remedial action at no additional cost to the Client.
- 5.3 The Manager's total liability in respect of damage caused as a result of its negligence or breach of contract shall be limited to £<<insert sum>>.
- 5.4 The Manager shall not be liable for any loss or damage suffered by the Client in respect of the Services.

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that results from the Manager.

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

5.6 Subject to sub-Clause 5.7, the Client shall indemnify the Manager against any costs, liability, damages, claims or proceedings arising out of the Manager's breach of this Agreement.

5.7 The Client shall indemnify the Manager against any costs, liability, damages, claims or proceedings arising out of the Manager's breach of this Agreement (including that below) caused by the Client.

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exclude the Manager's liability for

all indemnify the Client against any proceedings arising out of the

against any costs, liability, damages, loss or damage to any equipment or other property appointed by the Manager) and its employees.

## 6. Confidentiality

6.1 Each Party undertakes not to disclose any Confidential Information authorised in writing by the other Party during the continuance of this Agreement and for a period of [insert period] years after its termination:

6.1.1 keep confidential the Confidential Information;

6.1.2 not disclose the Confidential Information to any other party;

6.1.3 not use any Confidential Information for any purpose other than as contemplated in this Agreement;

6.1.4 not make any Confidential Information available in any way or part with possession of the Confidential Information;

6.1.5 ensure that any Confidential Information disclosed to contractors or subcontractors of the Client shall not be a breach of this Clause 6.1.

provided by sub-Clause 6.2 or as otherwise agreed in writing. It shall, at all times during the continuance of this Agreement and for a period of [insert period] years] after its termination:

information;

information to any other party;

information for any purpose other than as contemplated in this Agreement;

any way or part with possession of

officers, employees, agents, sub-contractors or subcontractors of the Client, which, if done by that Party, would constitute a breach of Clauses 6.1.1 to 6.1.4 above.

6.2 Either Party may:

6.2.1 disclose any Confidential Information to:

6.2.1.1 any subcontractor of that Party;

6.2.1.2 any government authority or regulatory body;

6.2.1.3 any other person if that Party or of any of the subcontractors or bodies;

to such extent as is necessary for the purposes contemplated by this Agreement (including the provision of the Services), or to inform the Client of the Confidential Information (including the Confidential Information) or any employee or officer of any subcontractor or body (including the Confidential Information) to the other Party a written undertaking in the terms of this Clause 6, to keep the Confidential Information confidential and to use it only for the purposes for which it was disclosed; and

6.2.2 use any Confidential Information for any purpose, or disclose it to any other person, or at any time, other than as is at the date of this Agreement, or as is in the public knowledge through no

to:

of that Party;

authority or regulatory body;

of that Party or of any of the subcontractors or bodies;

for the purposes contemplated by this Agreement (including the provision of the Services), or to inform the Client of the Confidential Information (including the Confidential Information) or any employee or officer of any subcontractor or body (including the Confidential Information) to the other Party a written undertaking in the terms of this Clause 6, to keep the Confidential Information confidential and to use it only for the purposes for which it was disclosed; and

any purpose, or disclose it to any other person, or at any time, other than as is at the date of this Agreement, or as is in the public knowledge through no

fault of that Party must not disclose Confidential Information that is not public knowledge.

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

## 7. Force Majeure

- 7.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations which is caused by any 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, terrorism, acts of war, governmental action or any other cause which is beyond the control of the Party in question.
- 7.2 [In the event that a Party cannot perform their obligations hereunder as a result of a continuous period of <<insert period>>, the other Party may terminate this Agreement by written notice at the discretion of the Party. In the event of such termination, the Parties shall agree on a reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual obligations and the Party's reliance on the performance of this Agreement.]

## 8. Term and Termination

- 8.1 This Agreement shall commence on <<insert Commencement Date>> and shall continue for a period of <<insert Term>> from that date, subject to the provisions of this Clause.
- 8.2 Either Party shall have the right to terminate the agreement and consent of the other Party and extend this Agreement by giving written notice to the other Party of not less than <<insert notice period>> prior to the expiry of the Term specified in sub-Clause 8.1. The Party giving notice may extend this Agreement for a further period of <<insert period>>.
- 8.3 Either Party may terminate this Agreement by giving to the other not less than <<insert notice period>> prior to the expiry of the Term specified in sub-Clause 8.1. The Party giving notice may extend this Agreement for a further period of <<insert minimum term>>.
- 8.4 Either Party may terminate this Agreement by giving written notice to the other Party of not less than <<insert notice period>> prior to the expiry of the Term specified in sub-Clause 8.1. The Party giving notice may extend this Agreement for a further period of <<insert minimum term>>.
- 8.4.1 In the event of termination of this Agreement, the Party giving notice shall pay to the other Party under any of the provisions of this Agreement, any sum not paid within <<insert period>> of the date of termination; Business Days.
- 8.4.2 In the event of termination of this Agreement, the other Party shall be liable to the Party giving notice if it breaches any of the provisions of this Agreement, which breach is capable of remedy, fails to remedy the breach within <<insert period>> Days after being given written notice giving it the opportunity to remedy the breach and requiring it to be remedied;

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- 8.4.3 an encumbrance, or where the other Party is a company, a charge, or any of the property or assets of that other Party;
- 8.4.4 the other Party being a company, or where the other Party is a company, the meaning of "control" shall be the meaning ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010;
- 8.4.5 the other Party, 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 subject to any arrangement imposed on that other Party under the law of any jurisdiction of the other Party;
- 8.4.6 anything and all the foregoing under the law of any jurisdiction of the other Party;
- 8.4.7 that other Party to cease, to carry on business; or
- 8.4.8 control of the other Party by any person or connected persons not connected with the other Party on the date of this Agreement. For the purposes of this Clause 8, "control" and "connected" shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.
- 8.5 For the purposes of this Clause 8, each Party shall be considered capable of obtaining any remedy if the Party in question is capable of obtaining the remedy with the provision in question in all respects.
- 8.6 The rights to terminate this Agreement given by this Clause 8 shall not be prejudiced in respect of the breach or breaches of this Agreement by the other Party in respect of the breach or breaches of this Agreement.

## 9. Effects of Termination

- Upon the termination of this Agreement, the following provisions shall apply:
- 9.1 any sum owing by either Party under any of the provisions of this Agreement shall be due and payable;
- 9.2 the Manager shall deliver to the Client all monies, records, books and other materials held by the Manager on behalf of the Client;
- 9.3 all Clauses which, by their nature, relate to the period after termination shall remain in full force and effect;
- 9.4 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 any Party may have in respect of the event giving rise to the termination which existed at or before the date of termination;
- 9.5 subject as provided in Clause 9.6, neither Party shall have any obligation to the other; and
- 9.6 each Party shall (except in respect of any accrued rights or obligations) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain Confidential Information.



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10. **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 or a waiver by either Party of a breach of the same or any subsequent breach of the same or any

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11. **Further Assurance**

Each Party shall execute and do all such acts and things as may be necessary to carry

out all the covenants, conditions, deeds, documents and things as may be necessary to carry out the Agreement into full force and effect.

12. **Costs**

Subject to any provisions to the contrary, each Party shall bear its own costs of and incidental to the preparation, execution and carrying

out of this Agreement shall pay its own costs of and incidental to the preparation, execution and carrying

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13. **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 or to be received under this Agreement or any other agreement.

14. **Assignment and Sub-Contracting**

14.1 [Subject to sub-Clause 14.2, neither Party may assign (whether by charge) or sub-license (whether by sub-contract or otherwise) any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.

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

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

any of the obligations undertaken by it through any other person or through suitably qualified and experienced person or through such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Manager.]

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15. **Time**

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

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

**OR**

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

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

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16. **Relationship of the Parties**

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

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.

17. **Non-Solicitation**

17.1 Neither Party shall, for a period of <<insert period>> after its termination of this Agreement, employ or contract the services of any person who is or was at any time in relation to that Party].

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

17.2 Neither Party shall, for a period of <<insert period>> after its termination of this Agreement, solicit or entice away from the other Party any customer or client, or cause damage to the other Party without the express written consent of that Party.

Neither Party shall, for a period of <<insert period>> after its termination of this Agreement, solicit or entice away from the other Party any customer or client, or cause damage to the other Party [without the express written consent of that Party].

18. **Third Party Rights**

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

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

19. **Notices**

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

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

19.2 Notices shall be deemed to have been given:

to the Party giving:

19.2.1 when delivered by hand to a registered messenger or other messenger (including during out of business hours of the recipient; or

by hand to a registered messenger or other messenger (including during out of business hours of the recipient; or

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

by email or e-mail and a successful transmission is generated; or

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

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

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

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

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

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

20. **Entire Agreement**

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

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

20.2 Each Party acknowledges that it enters into this Agreement, it does not rely on any other agreement or understanding.

Each Party acknowledges that it enters into this Agreement, it does not rely on any other agreement or understanding.

on any representation provided in this Agreement implied by statute or by law.

provision except as expressly stated in the conditions, warranties or other terms provided to the fullest extent permitted

21. **Counterparts**

This Agreement may be executed by one or more Parties to it on separate counterparts, which when so executed and delivered together shall constitute one and the same instrument.

number of counterparts and by the Parties when so executed and delivered together shall constitute one and the same instrument.

22. **Severance**

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

23. **Dispute Resolution**

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

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

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

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

23.3 [If the ADR procedure does not resolve the matter within <<insert period>> days, either Party may refer the dispute to arbitration by either Party.]

23.2 does not resolve the matter within <<insert period>> days, either Party may refer the dispute to arbitration by either Party.]

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

23.3 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, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

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

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

23.6 The Parties hereby acknowledge that the award of the arbitrator and outcome of the final method of dispute resolution under this Clause shall be final and binding on both Parties.

and outcome of the final method of dispute resolution under this Clause shall be final and binding on both Parties.

24. **Law and Jurisdiction**

24.1 This Agreement (including any dispute resolution clause) shall be governed by the law of England and Wales and the jurisdiction of the courts of England and Wales shall be exclusive.

all matters and obligations arising out of or relating to this Agreement shall be governed by the law of England and Wales and the jurisdiction of the courts of England and Wales shall be exclusive.

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

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

executed the day and year first

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

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

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

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

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

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

#### **Marketing when the Property is vacant**

	<b>Service</b>		<b>Included in Management Fee?</b>	<b>Additional Fees payable?</b>
1	When the Property is unoccupied, the Manager shall, if so instructed by the Client, employ a qualified commercial letting agent to market the Property for letting on a Lease.	me to employ the	<< >>	<< >>
2	The Manager shall [instruct a professional valuer to] prepare particulars of the Property including a description [, video footage] and photographs. If the particulars have been approved by the Client, the Manager shall prepare printed advertisements and upload the particulars to their website.	to] prepare particulars of the Property including a description [, video footage] and photographs. If the particulars have been approved by the Client, the Manager shall prepare printed advertisements and upload the particulars to their website.	<< >>	<< >>
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 the Client's cost, arrange for an Energy Performance Certificate (EPC) to be prepared for the Property.	<< >>	<< >>
4	The Manager shall not commence the marketing of the Property unless a valid EPC is available or a valid exemption has been registered on the PRS Exemptions Register and the Manager has provided a copy of the EPC or exemption certificate to the Client.	her marketing of the Property unless a valid EPC is available or a valid exemption has been registered on the PRS Exemptions Register and the Manager has provided a copy of the EPC or exemption certificate to the Client.	<< >>	<< >>
5	The Manager shall [instruct a professional valuer to] deal with enquiries from potential tenants, arrange and conduct viewings and keep the Client informed of the outcome of all enquiries and viewings.	deal with enquiries from potential tenants, arrange and conduct viewings and keep the Client informed of the outcome of all enquiries and viewings.	<< >>	<< >>
6	The Manager shall [instruct a professional valuer to] negotiate terms with potential tenants and accept offers of interest in occupying the Property.	to] negotiate terms with potential tenants and accept offers of interest in occupying the Property.	<< >>	<< >>
7	The Manager shall [instruct a professional valuer to] provide appropriate references on any potential tenant and ensure that the references are up to date and accurate.	up to date and accurate.	<< >>	<< >>

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

#### Day-to-day management of the Property

	Service		Included in Management Fee?	Additional Fees payable?
13	Subject to the Client providing the necessary information (such as the names of the service providers and the relevant contact details) the Manager shall notify the Local Authority department and any utilities companies of the change of service providers whenever the identity of the person responsible for payment changes.	the the the tes ice the	<< >>	<< >>
14	Subject to the Manager being provided with a float provided by the Client (or a Tenant) the Manager shall pay the rent of the Property on the following basis:  a. the Manager shall not be paid by a Tenant in respect of the rent (such as Business Rates and charges for other services such as broadband) but the Manager shall pay the charges insofar as they relate to the Property is unoccupied.  b. the Manager shall	of a y a the  to erty and and uch en  ice	<< >>	<< >>

	<p>charge and other s landlord or the landlord management company</p> <p>c. the Manager shall pay Property (including maintenance, repairs, Property, cleaning and commissioned in acc this Agreement;</p> <p>d. the Manager shall pay insurance of the Prop able to arrange insur</p> <p>e. the Manager shall not it has received an invo</p> <p>f. the Manager shall be invoices and demands</p> <p>g. the Client may instruct some or all of the typ above.</p>			
15	The Manager shall on behalf receive Rent and any other s accordance with the terms of	and t in	<< >>	<< >>
16	<p>If Rent or any other sum is unp Days after falling due:</p> <p>a. the Manager shall notif attempt to obtain paym calls, visiting the Prop arrear letters;</p> <p>b. if the Rent remains unp the Manager shall notif Client of the steps that</p> <p>c. the Manager shall, if re the Client's cost, [instru professional to] take th Client.</p>		<< >>	<< >>
17	The Manager shall inspect the and shall report its findings to	ths	<< >>	<< >>
18	The Manager shall, if reques Client's cost, conduct more Property and shall report its fi	the the	<< >>	<< >>
19	The Manager shall:		<< >>	<< >>

	<p>a. advise the Client of any breaches of the Lease that come to the attention of the Manager;</p> <p>b. require the Tenant to remedy any breaches by making telephone calls, and if necessary, sending up to three letters;</p> <p>c. if the breaches have not been remedied, taking these steps, notifying the Client of the steps taken;</p> <p>d. if requested by the Client, [instruct a suitably qualified person to take the next steps required by the Lease];</p>		
20	The Manager shall advise the Client of any breaches of the Lease by the Tenant or by other parties.	<< >>	<< >>
21	<p>The Manager shall be responsible for the day to day management of the Property, including the maintenance and replacements, and shall:</p> <p>a. ensure that the cost of any maintenance and replacements shall be borne by the Tenant;</p> <p>b. if the work is listed in the schedule of works approved by the client and in accordance with clause 23 the Manager may arrange for the work to be done without reference to the Client;</p> <p>c. if the work is not listed in the schedule of works and the cost of the work does not exceed £&lt;&lt;insert amount&gt;&gt;, the Manager may arrange for the work to be done without reference to the Client;</p> <p>d. if the work is not listed in the schedule of works and the cost of the work exceeds £&lt;&lt;insert amount, e.g. 250.00&gt;&gt;, the Manager shall contact the Client to agree the work to be done and to proceed with the work;</p> <p>e. if the work needs to be done urgently and it is not practicable to obtain the Client's agreement, the Manager may arrange for the work to be done without the permission of the Client;</p> <p>f. unless agreed otherwise in writing between the Manager and the Client, the Manager shall be responsible for arranging the maintenance or the replacement of any part of the Property in excess of £&lt;&lt;insert amount&gt;&gt;. The Manager may charge a fee for arranging and overseeing the work.</p>	<< >>	<< >>



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

	Service		Included in Management Fee?	Additional Fees payable?
23	The Manager shall within << >> months of the Commencement Date prepare a maintenance schedule for the Property setting out a budget for maintenance work (including items and provision of services such as cleaning and gardening) due to be carried out during the first year of the term of the lease.	the Manager shall prepare a maintenance schedule for the Property setting out a budget for maintenance work (including items and provision of services such as cleaning and gardening) due to be carried out during the first year of the term of the lease.	<< >>	<< >>
24	Once the Client has approved the maintenance schedule, the Manager shall: <ul style="list-style-type: none"> <li>a. implement the programme;</li> <li>b. review the programme every 12 months and advise the Client if any changes are required;</li> <li>c. amend the maintenance schedule following any review and approval by the Client.</li> </ul>	the Manager shall implement the programme, review the programme every 12 months and advise the Client if any changes are required, and amend the maintenance schedule following any review and approval by the Client.	<< >>	<< >>
25	If a service charge is payable the Manager shall: <ul style="list-style-type: none"> <li>a. prepare an annual budget for the service charge and submit it to the Client;</li> <li>b. issue the estimated annual service charge (once approved) with the Tenant at the start of the year along with an apportionment of the service charge to each part of the Property;</li> <li>c. issue invoices to and collect the service charge from the Tenant;</li> <li>d. issue a service charge statement at the end of each service charge year certified by [the Manager].</li> </ul>	the Manager shall prepare an annual budget for the service charge and submit it to the Client, issue the estimated annual service charge (once approved) with the Tenant at the start of the year along with an apportionment of the service charge to each part of the Property, issue invoices to and collect the service charge from the Tenant, and issue a service charge statement at the end of each service charge year certified by [the Manager].	<< >>	<< >>

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

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

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

### Fee structure

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

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### Float held by Manager

2. At the commencement of a Term, the Client shall provide the Manager with a float of £<<insert amount, e.g. 500>> on behalf of the Client in accordance with Schedule 1.
3. When requested by the Manager, the Client shall provide further sums of money to the float so that it remains at £<<insert amount>>.

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### Provision of statements, invoices

4. The Manager shall within <<insert number of days>> after the end of each month during the Term and for so long as needed by the Client, provide the Client a statement setting out, in relation to the Property for the relevant period:
  - a. all sums received;
  - b. all expenditure incurred;
  - c. the Fees due to the Manager;
  - d. the amount held by the Manager on behalf of the Client.
5. Having sent the statement to the Client, the Manager shall:
  - a. retain the Fees and the amount held on behalf of the Client for <<insert number of days>> Business Days; and
  - b. retain such amount to reimburse all expenditure and top up the float up to £<<insert amount>>.
  - 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.

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

be amended, deleted or added to

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1. The Client confirms that the Lease of the Property. In pa

Property and are entitled to grant a s that:

a. any consent require the Client's lease;

superior landlord under the terms of

b. any consent require

gee; and

c. any consent require

s

has been obtained or will be

se is completed.

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

keys to the Property and confirms s as necessary.

3. The Client understands that valid Energy Performance C unable to market the Proper valid exemption has been re remains in force. The Client the Manager to arrange for Client).

ple to market the Property unless a ple and that the Manager will be ency rating of F or G, unless a PRS Exemptions Register and anager with a valid EPC or instruct r the Property (at the cost of the

4. The Client shall notify the M understands that the Manag Non-Resident Landlords Sc

becomes a non-UK resident and al with Rent in accordance with the venue & Customs.

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