

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Property Mana of Registration>> under registered office is at] OR [
- (2) <<Name of Client>> [a continumber <<Company Regination Company Regination Company Regination Company Regination Company Regination Regin

WHEREAS:

- (1) The Manager provides provides owners. The Manager has
- (2) The Client wishes to eng Agreement, subject to the t
- (3) The Manager agrees to pr subject to the terms and co

IT IS AGREED as follows:

- 1. **Definitions and Interpreta**
 - 1.1 In this Agreement expressions have the

"Additional Fees"

"Business Day"

"Commencement Date"

"Confidential Informatio

"Fees"



company registered in <<Country Registration Number>> whose 'the Manager") and

Country of Registration>> under registered office is at] OR [of]

services to commercial property dge and experience in that field.

vide the services set out in this his Agreement.

ut in this Agreement to the Client,

therwise requires, the following

iger's fees as notified to the Client for providing those aspects of t are expressed in Schedule 1 to nal cost and for providing any es at the request of the Client;

(other than Saturday or Sunday) y banks are open for their full business in England and Wales;

on which provision of the Services
. as set out in sub-Clause 8.1:

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

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



"Lease"

"Management Fee"

"Property"

"Rent"

"Rent Deposit"

"Services"

"Tenant"

"Term"

1.2 Unless the context

- 1.2.1 "writing", an communicat similar mean
- 1.2.2 a statute or provision as
- 1.2.3 "this Agreer Schedules a
- 1.2.4 a Schedule
- 1.2.5 a Clause or (other than and
- 1.2.6 a "Party" or t
- 1.3 The headings used no effect upon the i
- 1.4 Words imparting the
- 1.5 References to any
- 1.6 References to person

r licence to occupy entered into in operty between the Client and a

per calendar month;

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

or licence fee payable under a

received from a Tenant in ple breaches of the Tenant's Lease:

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

or licensee of the Property;

of this Agreement as set out in

reference in this Agreement to:

ion, includes a reference to any nic or facsimile transmission or

is a reference to that statute or at the relevant time;

this Agreement and each of the need at the relevant time:

ement:

e to a Clause of this Agreement agraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have ement.

clude the plural and vice versa.

ther gender.

tions.

2. **Provision of the Services**

- 2.1 With effect from the Term of this Agree Property.
- 2.2 The Manager shall commensurate wit management indust
- 2.3 The Manager shall it by the Client prov of Services provided
- 2.4 The Manager shall statutes, regulation rules relevant to the
- 2.5 The Manager shall permits and approv the Services.
- 2.6 [The Manager may Services, act on the Agreement but shall time.
- 2.7 The Manager sha reasonable change subject to the Clier Fees that may be d

Client's Obligations 3.

- 3.2 The Client shall per
- Manager in relation instructions should provided in Schedul
- 3.4
- 3.5 If any consents, lie
- 3.6 If the nature of the

the Manager shall, throughout the es to the Client in respect of the

with reasonable skill and care. in the commercial property

Il reasonable instructions given to e compatible with the specification

hsuring that it complies with all codes of conduct and any other

orce during the Term all licences. or advisable for the provision of

specified matters related to the natters shall not be set out in this Parties as they arise from time to

ndeavours to accommodate any may be requested by the Client, elated reasonable changes to the anges.]

eavours to provide all pertinent ry for the Manager's provision of

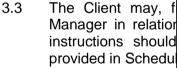
ut in Schedule 3.

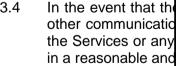
e reasonable instructions to the ision of the Services. Any such he specification of the Services

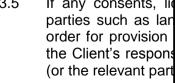
decision, approval, consent or any r to continue with the provision of the Client shall provide the same

sions are needed from any third ties, local authorities or similar in thereof) to commence, it shall be e before provision of the Services

the Manager has access to the ess to which is lawfully controlled Manager has access to the same ger and the Client as required.







Client's premises o by the Client, the Cl at the times to be a 3.7 Any delay in the pro delay in complying responsibility or fau



sulting from the Client's failure or s of this Clause 3 shall not be the

4. Fees, Payment and Reco

- The Client shall p 4.1 provisions of Sched
- 4.2 The Manager shall provisions of Sched
- 4.3 All payments requir shall be made withi of the relevant invoi
- 4.4 All payments requir shall be made in cle Party may from time
- 4.5 Where any paymen day that is not a Bu Day.
- Without prejudice 4.6 following the expiry on a daily basis at name of bank>> from outstanding sums.
- 4.7 Each Party shall:
 - 4.7.1 keep, or pr account as pursuant to
 - 4.7.2 at the reaso agent to inst that they rela and
 - 4.7.3 within <<ins obtain at its certificate as this Agreem

5.

- 5.1 The Manager shall
- care and skill it sh
- 5.3 The Manager's tota
- 5.4 The Manager shall

lanager in accordance with the

Fees due in accordance with the

to this Agreement by either Party ness Days of receipt by that Party

to this Agreement by either Party ed Kingdom bank as the receiving

ment is required to be made on a de on the next following Business

any sums which remain unpaid sub-Clause 4.3 shall incur interest above the base rate of <<insert ment is made in full of any such

ept, such records and books of the amount of any sums payable urately calculated;

her Party, allow that Party or its ooks of account and, to the extent ose sums, to take copies of them;

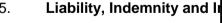
end of each <<insert interval>>, ly to the other Party an auditors' ums paid by that Party pursuant to hterval>>.

ace at all times suitable and valid urance.

brm the Services with reasonable necessary remedial action at no

damage caused as a result of its be limited to £<<insert sum>>.

or damage suffered by the Client



- insurance that shall
- 5.2 In the event that the additional cost to th
- negligence or bread

that results from the Manager.

- 5.5 Nothing in this Ag death or personal in
- 5.6 Subject to sub-Clau costs, liability, dar Manager's breach o
- 5.7 The Client shall ind loss, claims or pro (including that belocaused by the Clien

6. Confidentiality

- 6.1 Each Party undertage authorised in writing continuance of this termination:
 - 6.1.1 keep confide
 - 6.1.2 not disclose
 - 6.1.3 not use any contemplate
 - 6.1.4 not make ar any Confide
 - 6.1.5 ensure that contractors of be a breach
- 6.2 Either Party may:
 - 6.2.1 disclose any
 - 6.2.1.1 any s
 - 6.2.1.2 any g
 - 6.2.1.3 any afore

to such exter this Agreem Services), or inform the Information such body usuch body usuch body confidentiality should be a keep the Copurposes for

6.2.2 use any Cor other persor or at any tin ow any instructions given by the

xclude the Manager's liability for

Il indemnify the Client against any proceedings arising out of the

ainst any costs, liability, damages, ss or damage to any equipment ties appointed by the Manager) ses.

ovided by sub-Clause 6.2 or as it shall, at all times during the <insert period>> years] after its

rmation;

tion to any other party;

n for any purpose other than as erms of this Agreement;

ny way or part with possession of

officers, employees, agents, subwhich, if done by that Party, would Clauses 6.1.1 to 6.1.4 above.

to:

of that Party;

hority or regulatory body; or

f that Party or of any of the es or bodies;

for the purposes contemplated by limited to, the provision of the n each case that Party shall first in question that the Confidential pt where the disclosure is to any or any employee or officer of any ng to the other Party a written arty in question. Such undertaking in the terms of this Clause 6, to nfidential and to use it only for the nade; and

any purpose, or disclose it to any it is at the date of this Agreement, nes, public knowledge through no



fault of that not disclose knowledge.

6.3 The provisions of th terms, notwithstand

ise or disclosure, that Party must ntial Information that is not public

e in force in accordance with their Agreement for any reason.

7. Force Majeure

- 7.1 No Party to this Agr their obligations wh beyond the reasona limited to: power fai unrest, fire, flood, governmental action in question.
- 7.2 [In the event that a hereunder as a resperiod>>, the other written notice at the Parties shall agree provided up to the any prior contractua of this Agreement.]

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

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

8. Term and Termination

- 8.1 This Agreement sh and shall continue f provisions of this Cl
- 8.2 Either Party shall he other Party and exwitten notice to the in sub-Clause 8.1 (extended pursuant period of <<insert p
- 8.3 Either Party may te <<insert notice per <<insert minimum to
- 8.4 Either Party may notice to the other F
 - 8.4.1 any sum ov provisions o Business Da
 - 8.4.2 the other Pa this Agreem it within <<i notice givin remedied;

<<insert Commencement Date>> m>> from that date, subject to the

the agreement and consent of the ess than <<insert notice period>> o the expiry of the Term specified which this Agreement has been end this Agreement for a further

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

his Agreement by giving written

ne other Party under any of the ot paid within <<insert period>> vment;

preach of any of the provisions of capable of remedy, fails to remedy s Days after being given written be breach and requiring it to be

8.4.3 an encumbr company, a that other Pa

- 8.4.4 the other Pa being a com the meaning
- 8.4.5 the other Pamade agains the purposes a manner the bound by or this Agreements.
- 8.4.6 anything an jurisdiction of
- 8.4.7 that other Pa
- 8.4.8 control of the persons not Agreement. "connected Sections 112
- 8.5 For the purposes of remedy if the Party respects.
- 8.6 The rights to term prejudice any other concerned (if any) of the c

9. Effects of Termination

Upon the termination of this

- 9.1 any sum owing by a Agreement shall be
- 9.2 the Manager shall materials held by th
- 9.3 all Clauses which, entry or terminates
- 9.4 termination shall no which the terminatir termination or any may have in respense before the date of termination shall no which the termination or any may have in respense.
- 9.5 subject as provided rights neither Party
- 9.6 each Party shall (e cease to use, eithe shall immediately recontrol which contains

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

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

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

foregoing under the law of any her Party;

to cease, to carry on business; or

red by any person or connected other Party on the date of this of this Clause 8, "control" and e meanings ascribed thereto by of the Corporation Tax Act 2010.

ach shall be considered capable of ith the provision in question in all

iven by this Clause 8 shall not er Party in respect of the breach

on:

under any of the provisions of this nd payable;

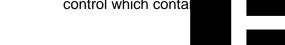
nonies, records, books and other he Client

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

right to damages or other remedy pect of the event giving rise to the or other remedy which any Party s Agreement which existed at or

except in respect of any accrued robligation to the other; and

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



10. No Waiver

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

11. Further Assurance

Each Party shall execute may be necessary to carry

12. Costs

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

13. **Set-Off**

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

14. Assignment and Sub-Cor

- 14.1 [Subject to sub-Cl Neither Party may charge) or sub-lice sub-contract or othe written consent of withheld.
- 14.2 [The Manager shall it through any other skilled sub-contract contractor shall, for or omission of the N

15. **Time**

15.1 [The Parties agree be of the essence of the es

OR

15.2 [The Parties agree for guidance only a varied by mutual ag

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

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

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

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

ment is personal to the Parties. arge (otherwise than by floating te any of its rights hereunder, or obligations hereunder without the consent not to be unreasonably

y of the obligations undertaken by or through suitably qualified and on of such other member or subreement, be deemed to be an act

referred to in this Agreement shall

referred to in this Agreement are ce of this Agreement and may be rties.]

16. Relationship of the Partie

Nothing in this Agreement joint venture, agency or oth contractual relationship exp eemed to constitute a partnership, between the Parties other than the s Agreement.

17. Non-Solicitation

- 17.1 Neither Party shall, period>> after its te person who is or wany time in relation that Party].
- 17.2 Neither Party shall, period>> after its to Party any customer cause damage to consent of that Part

18. Third Party Rights

18.1 No part of this Agre accordingly the Cor this Agreement.

19. Notices

- 19.1 All notices under th if signed by, or on notice.
- 19.2 Notices shall be dea
 - 19.2.1 when delive registered m
 - 19.2.2 when sent, transmission
 - 19.2.3 on the fifth ordinary mai
 - 19.2.4 on the tent postage pre

In each case notice address, or facsimil

20. Entire Agreement

- 20.1 This Agreement or respect to its subject in writing signed by
- 20.2 Each Party acknow

ement and for a period of <<insert loy or contract the services of any se engaged by the other Party at but the express written consent of

ement and for a period of <<insert cit or entice away from the other h solicitation or enticement would arty [without the express written]

nfer rights on any third parties and arties) Act 1999 shall not apply to

writing and be deemed duly given sed officer of the Party giving the

given:

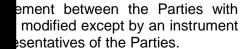
ier or other messenger (including ss hours of the recipient; or

nile or e-mail and a successful s generated; or

g mailing, if mailed by national

ng mailing, if mailed by airmail,

the most recent address, e-mail other Party.



to this Agreement, it does not rely

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on any representa provided in this Adimplied by statute of by law.

21. Counterparts

This Agreement may be Parties to it on separate coshall be an original, but a same instrument.

22. Severance

In the event that one or unlawful, invalid or otherwis severed from the remaind shall be valid and enforcea

23. **Dispute Resolution**

- 23.1 The Parties shall at Agreement through have the authority to
- 23.2 [If negotiations un <<insert period>> c attempt to resolve Dispute Resolution
- 23.3 [If the ADR proced within <<insert period not participate in arbitration by either
- 23.4 The seat of the arbitration shat Arbitration as agree unable to agree on may, upon giving with Deputy President for the appointment of that may be require
- 23.5 Nothing in this Cla applying to a court f
- 23.6 The Parties hereby dispute resolution u Parties.

24. Law and Jurisdiction

24.1 This Agreement (in

r provision except as expressly itions, warranties or other terms ded to the fullest extent permitted

mber of counterparts and by the n when so executed and delivered ther shall constitute one and the

of this Agreement is found to be hose provision(s) shall be deemed The remainder of this Agreement

ute arising out of or relating to this eir appointed representatives who

o not resolve the matter within tation to negotiate, the parties will the through an agreed Alternative

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

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

either Party or its affiliates from

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

ual matters and obligations arising

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therefrom or assoc accordance with, th

24.2 Subject to the provi or claim between t contractual matters shall fall within the j

IN WITNESS WHEREOF this Ag before written

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

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

SIGNED by

<<Name and Title of person signir for and on behalf of <<Cli>lient's Nar

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

e governed by, and construed in ales.

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

executed the day and year first



<<Insert a detailed specification Agreement. The list below is by circumstances.>>

vided by the Manager under this and must be modified to suit the

Marketing when the Property is

	Service
1	When the Property is unoccupied, the Manager qualified commercial letting Property for letting on a Lease
2	The Manager shall [instru prepare particulars of the P description [, video footage] the particulars have been ap shall prepare printed advertis particulars to their website.
3	The Manager shall, if so inst the Client's cost, arrange for Certificate (EPC) to be prepar
4	The Manager shall not comperson to commence the unless a valid EPC is available energy efficiency rating is bevalid exemption has been PRS Exemptions Register and
5	The Manager shall [instruct with enquiries from potent conduct viewings and keep outcome of all enquiries and
6	The Manager shall [instru negotiate terms with potential interest in occupying the Prop
7	The Manager shall [instruct the appropriate references on an a firm commitment to enterensure that the references are

	Included in Management Fee?	Additional Fees payable?
ne oly he	<< >>	<< >>
to] en ce ey he	<< >>	<< >>
at ce	<< >>	<< >>
ner rty y's r a nal	<< >>	<< >>
eal nd he	<< >>	<< >>
to] an	<< >>	<< >>
up ed all	<< <i>></i> >	<< >>

8	The Manager shall, if request Client's cost, arrange for a sprepared in respect of the Pro-
9	The Manager shall [instruct with the Client's and the Te provide them with reasonal completion of a Lease.
10	The Manager shall sign any L behalf of the Client if the Clie do so.
11	The Manager shall not perm Property until a Lease has be
12	If so required by the Client, and documentation being completed Tenant, the Manager shall stakeholder and shall deal required by the terms of his a

he be	<< >>	<< >>
se nd ve	<< >>	<< >>
on to	<< >>	<< >>
he	<< >>	<< >>
ary he as as er.	<< >>	<< >>

Day-to-day management of the P

	Servic	ee
13	necess provid Manag depart provid	ct to the Client provides any information (such ers and the relevanger shall notify the Local ment and any utilities comers whenever the ider in responsible for payments.
14	float p Tenan	ct to the Manager being provided by the Client t) the Manager shall party on the following basi
	a.	the Manager shall not be paid by a Tenant ir (such as Business charges for other serv broadband) but the charges insofar as th the Property is unoccu
	b.	the Manager shall

	Included in Management Fee?	Additional Fees payable?
the the tes ice the	<< >>	<< >>
of a / a the	<< >>	<< >>
to erty and and uch nen		
ice		

		charge and other s landlord or the landlor management company		nt's any		
	C.	the Manager shall pay Property (includin maintenance, repairs, Property, cleaning and commissioned in acc this Agreement;	Λ	the ion the en of		
	d.	the Manager shall pay insurance of the Prope able to arrange insurar		for not		
	e.	the Manager shall not it has received an invo		ess		
	f.	the Manager shall be invoices and demands		pay		
	g.	the Client may instruct some or all of the type above.		ake to		
15	receiv accor	Manager shall on behalt re Rent and any other s dance with the terms of		and t in	<< >>	<< >>
16		t or any other sum is unp after falling due:			<< >>	<< >>
	a.	the Manager shall notify attempt to obtain paym calls, visiting the Properarrears letters;		е		
	b.	if the Rent remains unp the Manager shall notif Client of the steps that		os, e		
	C.	the Manager shall, if re the Client's cost, [instru professional to] take the Client.		at ne		
17		fanager shall inspect the hall report its findings to		ths	<< >>	<< >>
18	Client	Manager shall, if request 's cost, conduct more erty and shall report its fi		the the	<< >>	<< >>
19	The M	lanager shall:			<< >>	<< >>
					** //	** **

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advise the Client of any a. the Lease that come to the require the Tenant to r b. making telephone calls. sending up to three letter if the breaches have n C. taking these steps, notif the Client of the steps that d. if requested by the Clien finstruct a suitably qualit the next steps required by 20 The Manager shall advise the O by the Tenant or by other parties << >> << >> 21 The Manager shall be responsible management of the Property, inc maintenance and replacements, the cost of any maintenan a. replacements shall be bor b. if the work is listed in the r approved by the client and 23 the Manager may arrai done without reference to if the work is not listed in t C. and the cost of the work of less than £<<insert amou Manager may arrange for without reference to the C d. if the work is not listed in t and the cost of the work of £<<insert amount, e.g. 25 shall contact the Client to proceed with the work; if the work needs to be do e. practicable to obtain the C Manager may arrange for without the permission of f. unless agreed otherwise i Manager and the Client, the responsible for arranging maintenance or the replace excess of £<<insert amou Manager may charge a fe arranging and overseeing

22	The Manager shall on behalf			
	contracts for maintenance, re			
	cleaning, gardening and other			
	considers necessary or o			
	management of the Property			
	obtaining the Client's prior a			
	contract1.			

ucn		
ns,	<< >>	<< >>
ger		
per		
ger ach		
ach		

Strategic management and advic

				= 1		
	Servi	ce				Included Manager Fee?
23	Comr sched budge items	Manager shall within << nencement Date prepar dule for the Property settet for maintenance wor and provision of service aning and gardening) du	\		the nce d a of ted	<< >
24		the Client has approved maintenance schedule, implement the progran			S	<< >
	b.	review the programme months and advise the changes are required;			>	
	C.	amend the maintenand following any review ar programme.)	
25		ervice charge is payable ger shall:				<< >
	a.	prepare an annual bud Client;				
	b.	issue the estimated an (once approved) with e the Tenant at the start along with an apportion			et o ır	
	C.	issue invoices to and c Tenant;				
	d.	issue a service charge the end of each service certified by [the Manag			at	

Included in Management Fee?	Additional Fees payable?
<< >>	<< >>
<< >>	<< >>
<< >>	<< >>
	Management Fee? << >>

e. maintain appropriate serv ensure that the service ch reconciled at the end of e f. in the event of an accoun shall inform the Client tha been raised incorrectly ar without any undue delay; g. ensure that the service ch reserve and sinking funds discrete (or virtual) bank a The Manager shall notify the laws and regulations relating to for commercial lettings and s Client if it becomes aware of a laws or regulations in relation Manager shall arrange for any to be taken, at the Client's c Client. The Manager shall make a me the Client at all reasonable tim notice for the purposes of relating to the Property.

<< >>	<< >>
<< >>	<< >>

S

<<Insert complete details of all fe charges listed below are by way circumstances.>>

Fee structure

- 1. The Client shall pay the follo
 - d. the Management Fe
 - e. the Additional Fees

Float held by Manager

- At the commencement of a £<<insert amount, e.g. 500> with Schedule 1.
- 3. When requested by the Mar so that it remains at £<<inse

Provision of statements, invoice

- The Manager shall within <
 Term and for so long as ned in relation to the Property fo
 - a. all sums received;
 - b. all expenditure incur
 - c. the Fees due to the
 - d. the amount held by
- Having sent the statement t
 - a. retain the Fees and Days; and
 - b. retain such amount the float up to £<<in
 - c. remit the balance to
- 6. If there are insufficient funds the float the Manager shall r Client shall pay that sum to

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

er for the provision of the Services:

vide the Manager with a float of behalf of the Client in accordance

further sums of money to the float

t

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

shall:

d invoice within << >> Business

imburse all expenditure and top and

Business Days.

se the expenditure and/or to top up required from the Client and the > Business Days. S

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

- The Client confirms that the Lease of the Property. In page 1
 - a. any consent require the Client's lease;
 - b. any consent require
 - c. any consent require

has been obtained or will be

- 2. The Client shall provide the that the Manager may make
- 3. The Client understands that valid Energy Performance C unable to market the Proper valid exemption has been remains in force. The Client the Manager to arrange for Client).
- The Client shall notify the M understands that the Manag Non-Resident Landlords Sc

be amended, deleted or added to

Property and are entitled to grant a s that:

erior landlord under the terms of

gee; and

S

se is completed.

keys to the Property and confirms as necessary.

ole to market the Property unless a ole and that the Manager will be iency 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

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

