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PROPERTY MANA LEVEL AGREEMENT
FOR TWO OR MORE SI MERICIAL PROPERTIES

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Manager>> [a <<Country of Registration>> under number <<Company Regi se registered office is at] **OR** [of <<insert Address>> (“the M
- (2) <<Name of Client>> [a c <<Country of Registration>> under number <<Company Regi se registered office is at] **OR** [of <<insert Address>> (“the C

WHEREAS:

- (1) The Manager provides p services to commercial property owners. The Manager has dge and experience in that field.
- (2) The Client wishes to en provide the Services detailed in Schedule 2, subject to, a the terms and conditions of this Agreement.
- (3) The Manager has agreed t ent and shall provide the Services to the Client, subject to, a the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretat

1.1 In this Agreement otherwise requires, the following expressions have th

“Additional Fees”

er’s fees as notified to the Client for providing those aspects of the expressed in Schedule 1 to attract and for providing any additional request of the Client;

“Agreement Review”

f this Agreement which will be ordance with Clause 7 at the in that Clause;

“Business Day”

ther than Saturday or Sunday) on nks are open for their full range of n <<insert location>>;

“Client’s Management Representative”

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

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“Client’s Representative”

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

“Commencement Date”

n which this Agreement comes
t to Clause 2 below;

“Confidential Information”

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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);

“Default Fee”

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

“Fees”

M

ayable by the Client to the
dance with Clause 5 and

“Management Fee”

er calendar month per Property or
the parties may agree from time
n Agreement Review;

“Intellectual Property Rights”

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l patents, rights in inventions,
trade marks, trade and business
sociated goodwill, rights to sue for
unfair competition, copyright,
related rights, rights in databases,
domain names, rights in
ding know-how and trade secrets)
ar or equivalent rights (subsisting
e) in any part of the world, in
er registered or unregistered and
ications for, and renewals or
h rights for their full term;

“Lease”

licence to occupy entered into in
perty between the Client and a

“Manager’s Management Representative”

L

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

“Manager’s Performance Representative”

E

ame and position>> who shall be
e monitoring of the provision of the
dance with the Service Levels
r such other person who the
n time to time nominate;

S

“Manager’s Representat

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

“Performance Report”

etailing the performance of the
n to the Service Levels, prepared
n the provisions of Clause 8 and

[“Premises”]

s premises at <<insert address>>
nises as may be notified from time
nt to the Manager;]

“Properties”

ties owned by the Client as set
and “Property” shall be construed

“Rent”

licence fee payable under a

“Rent Deposit”

received from a Tenant in respect
nes of the Tenant’s obligations in

“Services”

es to be provided by the Manager
t out in Schedule 2; and

“Service Levels”

l levels to which the Manager’s
roviding the Service must adhere
dule 4 and Clause 8;

“Tenant”

r licensee of the Property;

“Term”

f this Agreement as set out in

1.2 Unless the context o

reference in this Agreement to:

1.2.1 “writing”, an
communicat
similar mean

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

1.2.2 a statute or
provision as

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

1.2.3 “this Agree
Schedules a

this Agreement and each of the
nted at the relevant time;

1.2.4 a Schedule i

ement;

1.2.5 a Clause or
(other than
and

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

1.2.6 a "Party" or t

parties to this Agreement.

1.3 The headings used
no effect upon the i

r convenience only and shall have
ement.

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- 1.4 Words imparting the masculine gender shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

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>> months. The Agreement shall be subject to the provisions of Clauses 7 and 11.
- 2.2 Subject to the Agreement, the Term of this Agreement may be extended by mutual agreement in writing. Pursuant to the provisions of Clause 7, the Term of this Agreement shall be extended by <<insert period>> (which shall be a period of <<insert period>> months).

3. Manager's Obligations

- 3.1 The Manager shall provide the Services to the Client in accordance with the provisions of Clause 7 and Schedule 4. The Manager shall also provide the Services in accordance with the required Service Levels set out in Schedule 4.
- 3.2 The Manager shall provide the Services with reasonable skill and care, and shall exercise reasonable care and diligence in the commercial property management industry.
- 3.3 The Manager shall comply with all reasonable instructions given to it by the Client provided that such instructions are compatible with the specification of Services provided in Schedule 4.
- 3.4 The Manager shall not be liable for any loss or damage sustained by the Client under this Agreement in a manner which is not in accordance with the provisions of this Agreement.

4. Client's Obligations

- 4.1 The Client shall provide such information in connection with the Services and the provision of the Services as the Manager may, from time to time, reasonably require for the provision of the Services.
- 4.2 The Client shall perform the Services in accordance with the provisions set out in Schedule 5.
- 4.3 The Client may, from time to time, give reasonable instructions to the Manager in relation to the provision of the Services. Any such instructions should be in accordance with the specification of the Services provided in Schedule 4.
- 4.4 In the event that the Client requires the decision, approval, consent or any other communication from the Manager in order to continue with the provision of the Services or any other matter, the Client shall provide the same in a reasonable and timely manner.
- 4.5 If any consents, licences or other permissions are needed from any third parties such as landlords, local authorities or similar in order for provision of the Services (including the Client's responsibility for the same) to commence, it shall be the Client's responsibility to obtain such consents or permissions before provision of the Services.

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- 4.6 [The Client shall allow personnel access at all reasonable times to the Premises providing the Services.]
- 4.7 The Client shall perform this Agreement in a reasonable and timely manner in accordance with the provisions of this Agreement.

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- 5. **Fees, Payment and Records**
- 5.1 The Client shall pay the Manager in accordance with the provisions of Schedule 2 for the Services provided by the Manager in accordance with the conditions of this Agreement.
- 5.2 All payments required to this Agreement by either Party shall be made without delay on the date of the relevant invoice in cleared funds to such account on>> as the other Party may from time to time nominate, without withholding or deduction except such amount (if any) as may be required to deduct or withhold by law.

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- 5.3 Where any payment is required to be made on a day that is not a Business Day, the payment shall be made on the next following Business Day.
- 5.4 If either Party fails to pay any amount which is payable to the other pursuant to this Agreement, notwithstanding such amount shall bear interest from the due date until payment in full, before and after any judgment, at a rate of <<insert percentage>> above the base rate from time to time.

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- 5.5 Each Party shall:
 - 5.5.1 keep, or procure to be kept, such records and books of account as may be necessary to show the amount of any sums payable accurately calculated;
 - 5.5.2 at the reasonable request of the other Party, allow that Party or its agent to inspect and copy those books of account and, to the extent those sums, to take copies of them;
 - 5.5.3 within <<insert interval>>, obtain at its own expense from an auditors' certificate as to the accuracy of the sums paid by that Party pursuant to this Agreement <<insert interval>>.

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- 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 2 and the Service Levels as specified in Schedule 4.

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- 6.2 The Manager shall provide the Services only as specified in Schedule 2 unless otherwise agreed in writing between the Parties.
- 6.3 The Manager shall ensure that it complies with all applicable laws, regulations, codes of conduct and any other requirements.

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- rules relevant to the
- 6.4 The Manager shall
- 6.5 The Manager shall
- 6.6 In the event that the
- 6.6.1 the Client
- 6.6.2 if the Manager
- 6.6.2.1 the C
- 6.6.2.2 the M
- 6.7 The obligations of t
- 6.8 The rights of the C
- 6.9 [Subject to its oblig
- 6.10 [The Manager sha

s.

force during the Term all licences,

or advisable for the provision of

care to ensure that the manner in

any adverse effect on the name,

any breach of any of the terms and

provide the Services to the required

each which adversely affects the

ns will apply:

e to the Manager requiring the

any such notice given under sub-

:

tain any of the Services affected

rd party until such time as it is

been rectified or, in the event of

, until such time as the Manager's

demand to the Client by way of

which the cost to the Client of

ervices under sub-Clause 6.6.2.1

ng the same from the Manager

a sum equal to any reasonable

oss of business) suffered by the

ger's failure or breach.

Clause 6.6.2 shall not be affected

6.6 shall be in addition to, and

edies of the Client including, but

n the Manager arising under sub-

under the terms and conditions of

e provisions of sub-Clause 6.6, the

out obligation to notify, inform or

or any services (which are similar

by any third party whatsoever.]

uance of this Agreement, provide

o the Services to or for the benefit

on with the Client [within <<insert

hises>>] without the prior written

to be unreasonably withheld or

7. **Service and Agreement M**

- 7.1 The Client and the
- Representative and

e meetings between the Client's

ntative at regular <<insert interval,

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e.g. monthly>> in accordance with the Reports generated

the provision of the Services in relevant, based upon Performance 8 and Schedule 4.

7.2 Both Parties shall p Clause 7.1 within their reasonable en taken with respect t performance by each

om meetings held pursuant to sub- ing such meetings and shall use any and all agreed actions to be Services, the Service Levels and the obligations under this Agreement.

7.3 The Client and the Management Represent at regular <<insert matters arising out matters including, Services and the Se

the meetings between the Client's Manager's Management Representative >> intervals in order to discuss nt to sub-Clause 7.1 and any other e relating to the provision of the

7.4 In addition to the m Representative and <<insert interval, e during which the Pa necessary alteration and conditions, sco effective unless ev representatives of t

use 7.3, the Client's Management ment Representative shall, in their s conduct an Agreement Review s and agree upon any desired or d, but not limited to, its terms uch agreed changes shall not be signed by the duly authorised

7.5 No later than <<ins Agreement, the C Management Rep which the continuar the event that a re sub-Clause 2.2 sha

the end of the current Term of this representative and the Manager's ct an Agreement Review during agreement shall be determined. In is agreed upon, the provisions of

7.6 Notwithstanding the this Agreement are legislative or regula immediate Agreement be taken. Any cha not be effective unl representatives of t

7.4, in the event that changes to ances including, but not limited to, y shall have the right to call for an e necessary changes and action to g such Agreement Reviews shall and signed by the duly authorised

8. Performance Management

8.1 For the purposes Agreement the M Representative. It s Representative to e the Service Levels a

managing performance under this t the Manager's Performance y of the Manager's Performance are provided in accordance with ons of this Agreement.

8.2 The provision of the monitored by the M the provisions of Sc

with the Service Levels shall be Representative in accordance with

8.3 All data collected b this Clause 8 and t monthly>> Performa

nance Representative pursuant to presented in <<insert interval, e.g. are by the Manager.

8.4 Performance Repo

within the time period specified in

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Schedule 4, to the
for consideration and
relevant) during me

and the Manager's Representative
appropriate action to be taken (where
accordance with sub-Clause 7.1.

8.5 If at any time during
provide the Service
shall apply:

Agreement, the Manager fails to
Levels, the following provisions

8.5.1 If in any <<
meet the tar
in Schedule
Default Fee

n, quarter>> the Manager fails to
repairs to the Properties as set out
required to pay to the Client a
with Schedule 3.

8.5.2 If the Manag
Properties fo
e.g. 3 mont
terminate thi

at response times for repairs to the
al to or more than <<insert period,
ent shall further have the right to
nce with sub-Clause 11.3.

8.5.3 If the Manag
respect for a
the Client
accordance

et the Service Levels in any other
o or more than <<insert period>>,
to terminate this Agreement in

8.5.4 The provisio
under this su

ly to the payment of Default Fees

9. Confidentiality

9.1 Each Party undert
authorised in writin
continuance of this
termination:

provided by sub-Clause 9.2 or as
it shall, at all times during the
<<insert period>> years] after its

9.1.1 keep confide

rmation;

9.1.2 not disclose

tion to any other party;

9.1.3 not use any
contemplate

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

9.1.4 not make an
any Confide

ny way or part with possession of

9.1.5 ensure that
contractors o
be a breach

officers, employees, agents, sub-
which, if done by that Party, would
Clauses 9.1.1 to 9.1.4 above.

9.2 Either Party may:

9.2.1 disclose any

to:

9.2.1.1 any s

of that Party;

9.2.1.2 any g

thority or regulatory body; or

9.2.1.3 any
afore

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

to such exte
this Agreem
Services), o
inform the

for the purposes contemplated by
limited to, the provision of the
n each case that Party shall first
in question that the Confidential

S

Information
such body u
such body)
such body)
confidential
should be a
keep the Co
purposes for

pt where the disclosure is to any
or any employee or officer of any
nit to the other Party a written
arty in question. Such undertaking
in the terms of this Clause 9, to
nfidential and to use it only for the
made; and

9.2.2 use any Cor
other person
or at any tin
fault of that
not disclose
knowledge.

any purpose, or disclose it to any
it is at the date of this Agreement,
nes, public knowledge through no
use or disclosure, that Party must
ntial Information that is not public

9.3 The provisions of th
terms, notwithstand

be in force in accordance with their
s Agreement for any reason.

10. Intellectual Property Right

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10.1 [The Manager shall
Rights that may su
Manager. Throug
deemed to automa
and all such rights t
and conditions of th

f any and all Intellectual Property
the Services as provided by the
agreement, the Manager shall be
ee, [non-]exclusive licence of any
ame in accordance with the terms
ervices.

10.2 In complying with
undertakes to execu
that may be neces
bear any costs asso

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

OR

10.1 [Subject to the rece
the Manager shall
Rights that may su
Manager to the Clie

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

10.2 In complying with
undertakes to execu
that may be neces
exclusively bear any

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

11. Termination

L

11.1 Either Party may te
<<insert notice per
<<insert minimum te

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

11.2 Either Party may fo
the other Party if:

reement by giving written notice to

11.2.1 any sum ov
provisions of
due date for

ne other Party under any of the
aid within <<insert period>> of the

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11.2.2 the other Party under a breach of any of the provisions of this Agreement which is not capable of remedy, fails to remedy it within <<i>...</i> given written notice giving full particulars of the breach and requiring it to be remedied;

breach of any of the provisions of this Agreement which is not capable of remedy, fails to remedy it within <<i>...</i> given written notice giving full particulars of the breach and requiring it to be remedied;

11.2.3 an encumbrance, or where the other Party is a company, a charge, or any of the property or assets of that other Party;

, or where the other Party is a company, a charge, or any of the property or assets of that other Party;

11.2.4 the other Party, being a company, in an arrangement with its creditors or to an administration order (within the meaning of Section 86);

arrangement with its creditors or, to an administration order (within the meaning of Section 86);

11.2.5 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 a manner that the other Party therefrom effectively agrees to be bound by or to give effect to any order imposed on the other Party under this Agreement);

or firm, has a bankruptcy order made against it, or goes into liquidation (except for reconstruction or re-construction and in such a manner that the other Party therefrom effectively agrees to be bound by or to give effect to any order imposed on the other Party under this Agreement);

11.2.6 anything and all the rights and interests in or over any land in any jurisdiction of which the other Party is the owner;

foregoing under the law of any jurisdiction in which the other Party is the owner;

11.2.7 the other Party to cease, to carry on business; or

to cease, to carry on business; or

11.2.8 control of the other Party, or of any persons not connected with the other Party, by any person or connected with the other Party on the date of this Agreement. For the purposes of this Clause 11, "control" and "connected with" shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.

controlled by any person or connected with the other Party on the date of this Agreement. For the purposes of this Clause 11, "control" and "connected with" shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.

11.3 The Client shall have the right to terminate this Agreement by giving written notice to the Manager if the Manager fails to provide the Services in compliance with Clause 8.5.

terminate this Agreement by giving written notice to the Manager if the Manager fails to provide the Services in compliance with Clause 8.5.

11.4 The right to terminate this Agreement shall not be subject to any limitation of time or prejudice any other rights or remedies which the Client may be entitled to exercise (if any) in respect of the breach.

exercised by the Client under this Clause 11 shall not be subject to any limitation of time or prejudice any other rights or remedies which the Client may be entitled to exercise (if any) in respect of the breach.

12. Post-Termination

Upon the termination of this Agreement, the following provisions shall apply:

on:

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

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

12.2 any rights or obligations of either Party shall remain in full force and effect notwithstanding the termination of this Agreement; and

any rights or obligations of either Party shall remain in full force and effect notwithstanding the termination of this Agreement; and

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

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

12.4 subject as provided in Clause 12.3, neither Party shall be liable to the other for any obligation to the other;

subject as provided in Clause 12.3, neither Party shall be liable to the other for any obligation to the other;

12.5 each Party shall retain title to any materials in which the ownership of the materials is transferred to the other Party;

each Party shall retain title to any materials in which the ownership of the materials is transferred to the other Party;

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has not been transferred and shall be provided for the purposes of this Agreement.

which have, for any reason, been transferred to the Client and shall be provided for the purposes of this Agreement.

12.6 each Party shall (except as otherwise provided) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party all documents, records, reports, notes, e-mails, and other materials which contain or record Confidential Information.

12.6 each Party shall (except as otherwise provided) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party all documents, records, reports, notes, e-mails, and other materials which contain or record Confidential Information.

13. Liability and Indemnity

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13.1 The Manager shall indemnify and hold the Client harmless from and against all claims, costs and expenses (including reasonable attorneys' fees) of any nature and whether in contract or in tort, including damages, interest, and costs of defense, arising from or in respect of the performance or non-performance of this Agreement if and to the extent that such losses, costs, and expenses are caused or contributed to by the negligent acts or omissions of the Manager or any persons for which the Manager is otherwise legally liable.

13.1 The Manager shall indemnify and hold the Client harmless from and against all claims, costs and expenses (including reasonable attorneys' fees) of any nature and whether in contract or in tort, including damages, interest, and costs of defense, arising from or in respect of the performance or non-performance of this Agreement if and to the extent that such losses, costs, and expenses are caused or contributed to by the negligent acts or omissions of the Manager or any persons for which the Manager is otherwise legally liable.

13.2 The Client shall indemnify and hold the Manager harmless from and against all claims, costs and expenses (including reasonable attorneys' fees) of any nature and whether in contract or in tort, including damages, interest, and costs of defense, arising from or in respect of the performance or non-performance of this Agreement if and to the extent that such losses, costs, and expenses are caused or contributed to by the negligent acts or omissions of the Client or any persons for which the Client is otherwise legally liable.

13.2 The Client shall indemnify and hold the Manager harmless from and against all claims, costs and expenses (including reasonable attorneys' fees) of any nature and whether in contract or in tort, including damages, interest, and costs of defense, arising from or in respect of the performance or non-performance of this Agreement if and to the extent that such losses, costs, and expenses are caused or contributed to by the negligent acts or omissions of the Client or any persons for which the client is otherwise legally liable.

13.3 Except as expressly provided otherwise in this Agreement, neither Party shall be liable for any loss of anticipated savings or profits, or otherwise (including any liability for negligence) for:

13.3 Except as expressly provided otherwise in this Agreement, neither Party shall be liable for any loss of anticipated savings or profits, or otherwise (including any liability for negligence) for:

13.3.1 any loss of anticipated savings or profits, or any loss of anticipated savings or profits;

13.3.1 any loss of anticipated savings or profits, or any loss of anticipated savings or profits;

13.3.2 any special loss howsoever arising.

13.3.2 any special loss howsoever arising.

13.3.3 For the purposes of this Agreement, "anticipated savings" means any expense that the Client would have incurred had a lesser amount of the use of the Property been the case by reason of the use of the Property under this Agreement.

13.3.3 For the purposes of this Agreement, "anticipated savings" means any expense that the Client would have incurred had a lesser amount of the use of the Property been the case by reason of the use of the Property under this Agreement.

14. Force Majeure

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14.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations which results from any cause that is beyond the reasonable control of the Party. Such causes include, but are not limited to: power failure, labor disputes, strikes, riots, civil unrest, fire, flood, war, terrorism, and governmental action or inaction. This limitation shall not apply to obligations in question.

14.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations which results from any cause that is beyond the reasonable control of the Party. Such causes include, but are not limited to: power failure, labor disputes, strikes, riots, civil unrest, fire, flood, war, terrorism, and governmental action or inaction. This limitation shall not apply to obligations in question.

14.2 [In the event that a Party cannot perform their obligations under this Agreement for a continuous period of <<insert>> days, the other Party shall have the right to terminate this Agreement.

14.2 [In the event that a Party cannot perform their obligations under this Agreement for a continuous period of <<insert>> days, the other Party shall have the right to terminate this Agreement.

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period>>, the other
written notice at the
Parties shall agree
provided up to the
any prior contractual
of this Agreement.]

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

15. **No Waiver**

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

16. **Further Assurance**

Each Party shall execute
may be necessary to carry

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

17. **Costs**

Subject to any provisions
own costs of and incidental
into effect of this Agreement

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

18. **Set-Off**

Neither Party shall be entitled
or sums received in respect
agreement at any time.

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

19. **Assignment and Sub-Contract**

19.1 [Subject to sub-Contract
Neither Party may
charge) or sub-licen
sub-contract or othe
written consent of
withheld.

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

19.2 [The Manager shall
it through any other
skilled sub-contract
contractor shall, for
or omission of the M

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

20. **Time**

20.1 [The Parties agree
be of the essence of

referred to in this Agreement shall

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OR

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

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

21. Relationship of the Parties

Nothing in this Agreement joint venture, agency or oth contractual relationship exp

seemed to constitute a partnership, between the Parties other than the s Agreement.

22. Non-Solicitation

22.1 Neither Party shall, period>> after its te person who is or w any time in relation that Party].

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

22.2 Neither Party shall, period>> after its te Party any customer cause damage to consent of that Part

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

23. Third Party Rights

23.1 No part of this Agree accordingly the Cor this Agreement.

nter rights on any third parties and rties) Act 1999 shall not apply to

23.2 Subject to this Clau transferee, success

all continue and be binding on the Party as required.

24. Notices

24.1 All notices under th if signed by, or on notice.

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

24.2 Notices shall be de

given:

24.2.1 when delive registered m

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

24.2.2 when sent, transmission

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

24.2.3 on the fifth ordinary mai

g mailing, if mailed by national

24.2.4 on the tent postage prep

ng mailing, if mailed by airmail,

In each case notice

o the most recent address, e-mail

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address, or facsimile to the other 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 authorized representatives of the Parties.

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

26. Counterparts

This Agreement may be executed in any number of counterparts and by the Parties to it on separate occasions. Each counterpart when so executed and delivered shall be an original, but all counterparts together shall constitute one and the same instrument.

27. Severance

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

28. Dispute Resolution

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

28.2 [If negotiations under this clause do not resolve the matter within <<insert period>> of days, or if the parties do not 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 under clause 28.2 does not resolve the matter within <<insert period>> of days, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration.

28.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of rules for arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for 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 release either Party or its affiliates from

applying to a court f
28.6 The Parties hereby
dispute resolution u
Parties.

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

29. **Law and Jurisdiction**

29.1 This Agreement (inc
therefrom or assoc
accordance with, th

ual matters and obligations arising
e governed by, and construed in
ales.

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

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

IN WITNESS WHEREOF this Ag
before written

executed the day and year first

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

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

SIGNED by

<<Name and Title of person signir
for and on behalf of <<Client's Nar

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 to be provided by the Manager under this Agreement. The list below is by way of example and must be modified to suit the circumstances.>>

provided by the Manager under this Agreement and must be modified to suit the circumstances.

Marketing when a Property is vacant

	Service		Included in Management Fee?	Additional Fees payable?
1	When a Property is unoccupied, the Manager shall, at the Client's cost, engage a qualified commercial letting agent to market the Property for letting on a Lease.	me ply hat	<< >>	<< >>
2	The Manager shall [instruct] to prepare particulars of the Property, including a description [, video footage] and photographs. Once the particulars have been approved, the Manager shall prepare printed advertising material and upload the particulars to their website.	to] en ce ey he	<< >>	<< >>
3	The Manager shall, if so instructed, at the Client's cost, arrange for an Energy Performance Certificate (EPC) to be prepared for the Property.	at ce	<< >>	<< >>
4	The Manager shall not commence the marketing of the Property unless a valid EPC is available for the Property or a valid exemption has been registered on the PRS Exemptions Register and the Manager has provided the Client with a copy of the EPC or exemption certificate.	er rty y's r a nal	<< >>	<< >>
5	The Manager shall [instruct] to deal with enquiries from potential tenants, conduct viewings and keep the Client advised of the outcome of all enquiries and viewings.	deal nd he	<< >>	<< >>
6	The Manager shall [instruct] to negotiate terms with potential tenants and accept offers of interest in occupying the Property on behalf of the Client.	to] an	<< >>	<< >>
7	The Manager shall [instruct] to provide appropriate references on any potential tenants and ensure that the references are up to date and accurate.	up ed all	<< >>	<< >>
8	The Manager shall, if requested, at the Client's cost, arrange for a copy of the EPC or exemption certificate to be provided to potential tenants.	he be	<< >>	<< >>

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	prepared in respect of the Pro		
9	The Manager shall [instruct with the Client's and the Te provide them with reasonable completion of a Lease.	se nd ve	<< >> << >>
10	The Manager shall sign any L behalf of the Client if the Clie do so.	on to	<< >> << >>
11	The Manager shall not perm Property until a Lease has be	he	<< >> << >>
12	If so required by the Client, a documentation being comple Tenant, the Manager shall stakeholder and shall deal required by the terms of his a	ary he as as er.	<< >> << >>

Day-to-day management of the P

	Service		Included in Management Fee?	Additional Fees payable?
13	Subject to the Client provid necessary information (suc providers and the relevan Manager shall notify the Loca department and any utilities c providers whenever there is the occupier or the person the bills relating to any Prop	the the the tes ice of of	<< >>	<< >>
14	Subject to the Manager being float provided by the Client Tenant) the Manager shall pa Property on the following basi a. the Manager shall not be paid by a Tenant in (such as Business charges for other serv broadband) but the charges insofar as th the Property is unoccu b. the Manager shall charge and other s	of a y a ach to erty and and uch hen ice nt's	<< >>	<< >>

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	<p>landlord or the landlord's management company;</p> <p>c. the Manager shall pay for the maintenance, repairs, and cleaning of the Property, including the cost of any materials and labor, and shall be responsible for the commissioning of any equipment in accordance with this Agreement;</p> <p>d. the Manager shall pay for the insurance of the Property, and shall be responsible for obtaining and maintaining adequate insurance coverage for the Property;</p> <p>e. the Manager shall notify the Client if it has received an invoice for the Property;</p> <p>f. the Manager shall be responsible for paying all invoices and demands for the Property;</p> <p>g. the Client may instruct the Manager to take any action with respect to some or all of the types of services listed above.</p>		
15	The Manager shall on behalf of the Client receive Rent and other sums due to the Client in accordance with the terms of this Agreement.	and in	<< >> << >>
16	<p>If Rent or any other sum is unpaid for more than 15 Days after falling due:</p> <p>a. the Manager shall notify the Client and attempt to obtain payment by making phone calls, visiting the relevant Property, and sending notices to three arrears letters;</p> <p>b. if the Rent remains unpaid for more than 30 Days, the Manager shall notify the Client of the steps that the Manager is taking to collect the Rent;</p> <p>c. the Manager shall, if requested by the Client at the Client's cost, [instruct a collection professional to] take the steps necessary to collect the Rent on behalf of the Client.</p>		<< >> << >>
17	The Manager shall inspect the Property at least once every six months and shall report its findings to the Client.	six	<< >> << >>
18	The Manager shall, if requested by the Client at the Client's cost, conduct more frequent inspections of the Properties and shall report its findings to the Client.	the the	<< >> << >>
19	The Manager shall:		<< >> << >>
	a. advise the Client of any	s of	<< >> << >>

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	<p>any Lease that come to</p> <p>b. require the Tenant to make telephone calls to the 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>			
20	The Manager shall advise the Client by the Tenant or by other means of any damage to the Property.	used by any	<< >>	<< >>
21	<p>The Manager shall be responsible for the management of the Properties including maintenance and replacement of fixtures and fittings.</p> <p>a. the cost of any maintenance and replacements shall be borne by the Client;</p> <p>b. if the work is listed in the schedule and approved by the Client and in accordance with clause 23 the Manager may arrange to carry out the work done without reference to the Client;</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 to carry out the work without reference to the Client;</p> <p>d. if the work is not listed in the schedule and the cost of the work is more than £<<insert amount, e.g. £1,000>> the Manager shall contact the Client and if the Client does not proceed with the work;</p> <p>e. if the work needs to be carried out and it is not practicable to obtain the Client's permission the Manager may arrange to carry out the work 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 and overseeing the maintenance or the repair of the Property in excess of £<<insert amount>> the Manager may charge a fee for arranging and overseeing</p>		<< >>	<< >>

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22	The Manager shall on behalf of the Client enter into contracts for maintenance, repairs, cleaning, gardening and other services which the Manager considers necessary or desirable for the proper management of the Properties and shall obtain the Client's prior approval in writing before entering into any such contract].	such contracts, repairs, cleaning, gardening and other services which the Manager considers necessary or desirable for the proper management of the Properties and shall obtain the Client's prior approval in writing before entering into any such contract].	<< >>
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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 Properties and 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"> a. implement the programme; b. review the programme at least every 12 months and advise the Client if any changes are required; c. 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"> a. prepare an annual budget for the Client; b. issue the estimated annual budget (once approved) with the Client at the start of the year along with an apportionment of the budget to the Tenant; c. issue invoices to and collect from the Tenant; d. issue a service charge statement to the Tenant at the end of each service charge period. 	<< >>	<< >>

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	<p>certified by [the Manager]</p> <p>e. maintain appropriate serv ensure that the service ch reconciled at the end of e</p> <p>f. in the event of an account shall inform the Client tha been raised incorrectly an without any undue delay;</p> <p>g. ensure that the service ch reserve and sinking funds discrete (or virtual) bank a</p>		
26	<p>The Manager shall notify the C 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.</p>	<< >>	<< >>
27	<p>The Manager shall make a me the Client at all reasonable tim notice for the purposes of c relating to the Properties.</p>	<< >>	<< >>

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<<Insert complete details of all the Properties covered by this Agreement. The provisions below shall apply to all Properties unless suit the circumstances.>>

terms and default fees under this Agreement. The provisions below shall apply to all Properties unless 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

for the provision of the Services:

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Float held by Manager

- 2. On the Commencement Date the Manager shall hold for the Client in accordance with Schedule 1 a float of £<<insert amount, e.g. 1,000,000>>
- 3. When requested by the Manager the Client shall provide further sums of money to the float so that it remains at £<<insert amount>>

the Manager with a float of £<<insert amount, e.g. 1,000,000>> to meet expenditure on behalf of the Client in accordance with Schedule 1. When requested by the Manager the Client shall provide further sums of money to the float so that it remains at £<<insert amount>> of 250 per Property>>.

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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 in relation to the Properties managed by the Manager provide to 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 on behalf of the Client.
- 5. Having sent the statement to the Client the Manager shall:
 - a. retain the Fees and retain the balance of the float for <<insert number of days>> Business Days; and
 - b. retain such amount of the float as is necessary to meet the requirements of the Properties <<insert amount>> the float up to £<<insert amount>> of 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 the Manager shall notify the Client and the Client shall pay that sum to the Manager within <<insert number of days>> Business Days.

for the end of each month during the Term and for so long as needed by the Client in relation to the Properties managed by the Manager provide to the Client a statement setting out, the Client a statement setting out, shall: and invoice within << >> Business Days. reimburse all expenditure and top up the float up to £<<insert amount>> of 250 per Property>>; and Business Days. se the expenditure and/or to top up the float up to £<<insert amount>> of 250 per Property>> and the > Business Days.

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Default Fees

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

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

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

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. These should be adapted to suit the circumstances of the Properties.>>

1. The Manager shall provide the service levels in accordance with the specification, including timescales, set out in the specification.
2. [The Manager is authorised to act on behalf of the Client. The Manager shall hold an appropriate licence issued by the Financial Conduct Authority.]The Manager shall hold an appropriate professional indemnity insurance cover.
3. The Manager shall employ staff and shall provide appropriate training for them.
4. The Manager shall maintain a list of approved contractors and shall select a contractor from this list for work to be done at the Properties. The Manager shall ensure that all contractors have appropriate insurance cover, hold all necessary qualifications and comply with relevant legislation.
5. The Manager shall monitor the contractors' services and shall regularly review its practices with a view to maintaining the quality of its performance.
6. The Manager shall operate a complaints procedure. A copy of the procedure can be obtained from <<address>> or by emailing <<email address>>.
7. The Manager's office address shall be <<address>>.
8. The Manager's email address shall be <<email address>>.
9. The Manager's office telephone number shall be <<telephone number>>.
10. The Manager's office fax number shall be <<fax number>>.
11. The Manager's office opening hours shall be <<opening hours>>. Outside of these hours the Manager can be contacted on <<telephone number>>.
12. The Manager shall acknowledge receipt of correspondence from the Client, a Tenant or a Contractor within <<e.g. 5>> Business Days of receipt.
13. The Manager shall where possible provide a substantive response to correspondence within <<e.g. 10>> Business Days of receipt. If it is not possible to provide a substantive response within this date by which a substantive response is required the Manager shall advise the writer of the delay and shall explain the reason(s) for the delay in responding.
14. The office telephone shall be answered within <<4>> hours. Calls and voicemails will be listened to within <<4>> hours of receipt on the same day or on the next Business Day.
15. Emergency calls to the out of hours telephone number shall be answered promptly.

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

in accordance with the specification,

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

staff and shall provide appropriate training for them.

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

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The Manager's office address shall be <<address>>.

The Manager's email address shall be <<email address>>.

The Manager's office telephone number shall be <<telephone number>>.

The Manager's office fax number shall be <<fax number>>.

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

The Manager shall acknowledge receipt of correspondence from the Client, a Tenant or a Contractor within <<e.g. 5>> Business Days of receipt.

The Manager shall where possible provide a substantive response to correspondence within <<e.g. 10>> Business Days of receipt. If it is not possible to provide a substantive response within this date by which a substantive response is required the Manager shall advise the writer of the delay and shall explain the reason(s) for the delay in responding.

The office telephone shall be answered within <<4>> hours. Calls and voicemails will be listened to within <<4>> hours of receipt on the same day or on the next Business Day.

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

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16. The following target response times apply in the following situations:
- a. Emergency repairs: Complete work within << >> hours of notification; complete work within << >> hours of notification; complete work within << >> hours of notification.
 - b. Urgent repairs: Attend to repairs within << >> hours of notification (or Client approval, if required); complete work within << >> hours of notification.
 - c. Non-urgent repairs: Attend to repairs within << >> days of notification (or Client approval, if required); complete work within << >> days of notification.

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Performance Monitoring

<<Provide a specification detailing the performance to be monitored and measured. If a standard system is to be used, include the name of the system. The following provisions are by way of example only.>>

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

The records must be kept in a way that enables the Manager's Performance Representative to assess performance of each asset against the Service Levels set out above. The following provisions are by way of example only.

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The records must include:

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

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Performance Report

<<Provide a specification / timetable for the preparation of the Performance Report which will be used for recording performance.>>

Submission of Performance Reports

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

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The records referred to above shall be made available to the Manager's Performance Representative on request to enable the Manager to prepare the Performance Reports.

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The Manager shall submit Performance
Manager's Representative <<insert
meetings to be held in accordance

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

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Client's Obligations

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

be amended, deleted or added to

1. The Client confirms that the Leases of the Properties. In

Properties and are entitled to grant firms 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 confirms that the Manager n

keys to each Property and of the keys as necessary.

3. The Client understands that a valid Energy Performance unable to market a Property exemption has been registe in force. The Client shall eith Manager to arrange for an E

ple to market the Properties unless able and that the Manager will be ncy rating of F or G, unless a valid Exemptions Register and remains with a valid EPC or instruct the Property (at the cost of the Client).

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 revenue & Customs.

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