

S

(1) <<Insert Name of the Management Company>>

(2) <<Insert Name of the Property>>

A

PROPERTY MANAGEMENT AGREEMENT
FOR MULTIFAMILY PROPERTY

M

P

L

E

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 Property Manager>> ("the Manager") and
- (2) <<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 property owners. The Manager has reasonable skill, experience and knowledge in that field.
- (2) The Client wishes to engage the Manager to provide the services 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 an additional cost and for providing any other services at the request of the Client;

"Applicable Tenancies"

tenancies in England listed in section 84(1) of the Landlord and Tenant Act 1954;

"Business Day"

any day (other than Saturday or Sunday) on which any 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;

E

“Services”

services to be provided by the Client in accordance with Clause 1.1, and subject to the conditions of this Agreement; and

“Tenant”

owner or licensee of a Unit;

“Term”

Term of this Agreement as set out in Clause 1.2.

“Unit”

Commercial Unit or a Residential Unit as defined in Clause 1.2.1.

- 1.2 Unless the context otherwise requires, any reference in this Agreement to:
- 1.2.1 “writing”, and any communication by electronic or facsimile transmission or similar means, includes a reference to any communication by any such means;
 - 1.2.2 a statute or regulation, includes a reference to that statute or regulation as in force at the relevant time;
 - 1.2.3 “this Agreement”, “the Agreement” and each of the Schedules attached to this Agreement, includes a reference to each of the documents so identified at the relevant time;
 - 1.2.4 a Schedule, includes a reference to the relevant Schedule to this Agreement;
 - 1.2.5 a Clause or paragraph of a Schedule, includes a reference to a Clause of this Agreement or a paragraph of the relevant Schedule;
 - 1.2.6 a “Party” or “parties”, includes a reference to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular include the plural and vice versa.
- 1.5 References to any gender include the other gender.
- 1.6 References to persons include corporations and associations.

2. **Provision of the Services**

- 2.1 With effect from the start of 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, in accordance with the standards of practice in the property management industry in the United Kingdom.
- 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 Clause 1.1.
- 2.4 The Manager shall ensure that it complies with all applicable laws, regulations, codes of conduct and any other rules relevant to the provision of the Services.

S

2.5 The Manager shall force during the Term all licences, permits and approvals or advisable for the provision of the Services.

2.6 [The Manager may specified matters related to the Services, act on the matters shall not be set out in this Agreement but shall Parties as they arise from time to time.]

2.7 [The Manager shall endeavours to accommodate any reasonable change may be requested by the Client, subject to the Client related reasonable changes to the Fees that may be danges.]

2.8 In accordance with order the Manager is a member of a redress scheme ints. The name of the Manager's redress scheme is [Ombudsman] [Ombudsman Services: Property] [The Pr ne]. A copy of the Manager's complaints handling ned on request.

2.9 In accordance with tion Schemes for Property Agents (Requirement to Be Regulations 2019 the Manager is a member of a gove money protection scheme. The name and address of the money protection scheme is [<<insert name and protection scheme">>]. A copy of the Manager's cer of the client money protection scheme may be obt

3. Client's Obligations

3.1 The Client shall u eavours to provide all pertinent information to the M ary for the Manager's provision of the Services.

3.2 The Client shall per out in Schedule 3.

3.3 The Client may, f e reasonable instructions to the Manager in relation vision of the Services. Any such instructions should ne specification of the Services provided in Schedu

3.4 In the event that the decision, approval, consent or any other communicat er to continue with the provision of the Services or any the Client shall provide the same in a reasonable and

3.5 If any consents, lic sions are needed from any third parties such as lan ties, local authorities or similar in order for provision thereof) to commence, it shall be the Client's respons e before provision of the Services (or the relevant part

3.6 If the nature of the the Manager has access to the Client's premises o ess to which is lawfully controlled by the Client, the Manager has access to the same at the times to be ag ger and the Client as required.

3.7 Any delay in the pr esulting from the Client's failure or delay in complying s of this Clause 3 shall not be the

A

M

P

L

E

- responsibility or fault.
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 pay the Client the Fees due in accordance with the provisions of Schedule 1.
- 4.3 All payments required by this Agreement by either Party shall be made within five Business Days of receipt by that Party of the relevant invoice.
- 4.4 All payments required by this Agreement by either Party shall be made in cleared sterling in the United Kingdom bank as the receiving bank.
- 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 above, 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 Interest Rate>> % 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, the amount of any sums payable or receivable to be accurately calculated;
- 4.7.2 at the reasonable request of the other Party, allow that Party or its agent to inspect and copy such records and books of account and, to the extent that they relate to sums payable or receivable by that Party, to take copies of them;
- 4.7.3 within <<Insert Interval>>, obtain at its expense from an independent auditor a certificate as to 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 and keep in force at all times suitable and valid insurance that shall cover the Manager's liability for the Services.
- 5.2 In the event that the Manager is liable for the Services, the Manager shall perform the Services with reasonable care and skill it shall take such steps as are necessary remedial action at no additional cost to the Client.
- 5.3 The Manager's total liability for the Services, including any damage caused as a result of its negligence or breach of contract, shall not be limited to £<<Insert Sum>>.
- 5.4 The Manager shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by 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 5.5, the Manager shall be liable for all costs, liability, damages and expenses incurred by the Company in connection with the Manager's breach of the

5.7 The Client shall indemnify and hold the Contractor harmless from all loss, claims or damages (including that borne by the Contractor) caused by the Client.

6. Confidentiality

6.1 Each Party undertakes to remain authorised in writing in the 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 any
any Confidential

6.1.5 ensure that contractors do not 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

[illegible]

6.2.2 use any Confidential Information or other person's Confidential Information or at any time in the future, without the fault of that person, to disclose Confidential Information or knowledge.

6.3 The provisions of the

ll indemnify the Client against any
proceedings arising out of the

against any costs, liability, damages, loss or damage to any equipment or facilities appointed by the Manager) fees.

provided by sub-Clause 6.2 or as it shall, at all times during the <Insert Period>> years] after its

Information;

tion to any other party;

for any purpose other than as
terms of this Agreement;

any way or part with possession of

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

to:

of that Party;

Authority or regulatory body; or

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

for the purposes contemplated by limited to, the provision of the in 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 made; and

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

be in force in accordance with their
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 results from any cause that is beyond the reasonable control of the Party. Such causes include, but are not limited to: power failure, telecommunications provider failure, industrial action, civil unrest, fire, flood, acts of terrorism, acts of war, governmental action or any other event 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 end of such period. 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 for a further period of <<Insert Period>> by giving written notice to the other Party not less than <<Insert Notice Period>> before the expiry of the Term specified in sub-Clause 8.1 or which this Agreement has been extended pursuant to sub-Clause 8.2.
- 8.3 Either Party may terminate this Agreement by giving written notice to the other Party not less than <<Insert Notice Period>> before the expiry of the Term specified in sub-Clause 8.1 or which this Agreement has been extended pursuant to sub-Clause 8.2.
- 8.4 Either Party may terminate this Agreement by giving written notice to the other Party if the other Party is in breach of any of the provisions of this Agreement and fails to remedy the breach within <<Insert Period>> Days after being given written notice giving the other Party the opportunity to remedy the breach and requiring it to be remedied;
- 8.4.1 any sum owed by the other Party under any of the provisions of this Agreement is not paid within <<Insert Period>> Business Days after the due date of payment;
- 8.4.2 the other Party is in breach of any of the provisions of this Agreement and fails to remedy the breach within <<Insert Period>> Days after being given written notice giving the other Party the opportunity to remedy the breach and requiring it to be remedied;
- 8.4.3 an encumbrance is placed on any of the property or assets of the other Party, or where the other Party is a company, a charge is created over any of the property or assets of that other Party;
- 8.4.4 the other Party is involved in an arrangement with its creditors or to an administration order (within the meaning of the Insolvency Act 1986);
- 8.4.5 the other Party is a company and has a bankruptcy order made against it, or goes into liquidation (except for reconstruction or re-construction and in such case the other Party has therefrom effectively agrees to be

S

A

M

P

L

E

bound by or
this Agreement

8.4.6 anything and
jurisdiction of

8.4.7 that other Party

8.4.8 control of the
persons not
Agreement.
persons" shall
and 1122 re

8.5 For the purposes of
remedy if the Party
respects.

8.6 The rights to term
prejudice any other
concerned (if any) of

9. Effects of Termination

Upon the termination of this

9.1 any sum owing by e
Agreement shall be

9.2 the Manager shall
materials held by the

9.3 all Clauses which, e
the expiry or termin

9.4 termination shall no
which the terminati
termination or any
may have in respec
before the date of te

9.5 subject as provided
rights neither Party

9.6 each Party shall (e
cease to use, eithe
shall immediately re
control which conta

10. No Waiver

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

11. Further Assurance

Each Party shall execute
may be necessary to carry

imposed 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
Clause 8, "control" and "connected
described thereto by Sections 1124
tion Tax Act 2010.

each shall be considered capable of
with the provision in question in all

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

on:

under any of the provisions of this
nd payable;

monies, records, books and other
ne Client;

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

right to damages or other remedy
spect 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
r obligation to the other; and

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

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
reement into full force and effect.

12. **Costs**

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

13. **Set-Off**

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

14. **Assignment and Sub-Contracting**

14.1 [Subject to sub-Clause 14.2, neither Party may assign (otherwise than by floating charge) or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of 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 released from any of the obligations undertaken by it through any other member or through suitably qualified and experienced person or through any other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Manager.]

15. **Time**

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

OR

15.2 [The Parties agree that time is not of the essence of this Agreement for guidance only and may be varied by mutual agreement.]

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 in 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 engaged by the other Party at any time in relation to this Agreement without the express written consent of that 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 of the other Party with solicitation or enticement would 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 confer rights on any third parties and

S

A

M

P

L

E

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

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

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

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

referred to in this Agreement shall

referred to in this Agreement are not of the essence of this Agreement and may be varied by mutual agreement.]

deemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly stated in this Agreement.

ement and 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 engaged by the other Party at any time in relation to this Agreement without the express written consent of that Party].

ement and for a period of <<Insert Period>> after its termination of this Agreement, solicit or entice away from the other Party any customer or client of the other Party with solicitation or enticement would cause damage to the other Party [without the express written

fer rights on any third parties and

accordingly the Contract (Rights of Parties) Act 1999 shall not apply to this Agreement.

Parties) Act 1999 shall not apply to

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, the designated officer of the Party giving the notice.

writing and be deemed duly given by the designated officer of the Party giving the

19.2 Notices shall be deemed to have been given:

given:

19.2.1 when delivered in person to the recipient or registered messenger;

by a registered messenger (including a courier) outside 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 the date of posting by ordinary mail;

by registered mail, if mailed by national

19.2.4 on the tenth business day after the date of posting by airmail, postage prepaid.

by registered mail, if mailed by airmail,

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

to the most recent address, e-mail address, or facsimile number of the Party.

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 the Parties.

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

20.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or warranty provided in this Agreement, except as expressly stated in the conditions, warranties or other terms implied by statute or common law.

to this Agreement, it does not rely on any representation or warranty provided in this Agreement, except as expressly stated in the conditions, warranties or other terms implied to the fullest extent permitted

21. Counterparts

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

number of counterparts and by the Parties to it on separate occasions, and each such counterpart 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 this Agreement and the remainder of this Agreement shall be valid and enforceable.

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

23. Dispute Resolution

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

dispute arising out of or relating to this Agreement through negotiation by their appointed representatives who have the authority to do so.

23.2 [If negotiations under this clause do not resolve the matter within <<Insert Period>> days of the date of the last attempt to negotiate, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution process.]

do not resolve the matter within <<Insert Period>> days of the date of the last attempt to negotiate, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution process.]

- 23.3 [If the ADR procedure is not initiated within <<Insert Period>> of the date of the dispute, or if either Party will not participate in that procedure, or if the dispute may be referred 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 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 from applying to a court for an order.
- 23.6 The Parties hereby agree that the decision of the arbitrator and outcome of the final method of dispute resolution used shall [not] be final and binding on both Parties.
24. **Law and Jurisdiction**
- 24.1 This Agreement (including any matters and obligations arising 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 (including any non-contractual matters arising therefrom or associated therewith) all disputes, controversy, proceedings or claim between the Parties shall fall within the jurisdiction of England and Wales.
25. **VAT**
- This Agreement details the net price of the services. If the rate of VAT is changed after the date of the Agreement, the Client will be liable to pay the new rate of VAT. VAT is chargeable regardless of any change.

IN WITNESS WHEREOF this Agreement has been signed and executed 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

23.2 does not resolve the matter within that procedure, or if either Party will not participate in that procedure, or if the dispute may be referred to arbitration by either Party.]

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 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 from applying to a court for an order.

23.6 The Parties hereby agree that the decision of the arbitrator and outcome of the final method of dispute resolution used shall [not] be final and binding on both Parties.

24.1 This Agreement (including any matters and obligations arising 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 (including any non-contractual matters arising therefrom or associated therewith) all disputes, controversy, proceedings or claim between the Parties shall fall within the jurisdiction of England and Wales.

25. **VAT**

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

executed the day and year first

<<Name & Address of Witness>>

S
A
M
P
L
E

<<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 Residential Unit

	Service		Included in Management Fee?	Additional Fees payable?
1	When any Residential Unit becomes unoccupied, the Manager shall, at the Client's cost, engage a suitably qualified lettings agent to let the Unit on an assured shorthold tenancy for a period of not less than 12 months.		<< >>	<< >>
2	The Manager shall [instruct a valuer to] prepare particulars of the Residential Unit, including a written description [, video and photographs], and, once the particulars have been approved by the Client, they shall be published in the Manager's printed advertising materials and on the Manager's website.		<< >>	<< >>
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 Residential Unit.		<< >>	<< >>
4	The Manager shall not commission a person to commence the marketing of a Residential Unit unless a valid EPC is in force for the Residential Unit's energy efficiency rating is at least E (inclusive) or a valid exemption certificate is in force on the National PRS Exemption Register.		<< >>	<< >>
5	The Manager shall, if requested by the Client at the Client's cost, arrange for gas safety checks to be carried out in accordance with the Client's obligations in the Gas Safety (Installation and Use) Regulations 1998, the Gas Safety (Installation and Use) Regulations 1994 (as amended) (before 08 December 2016), the Gas Safety (Installation and Use) Regulations 2016 (from 08 December 2016) and the Gas Safety (Installation and Use) Regulations 2020.		<< >>	<< >>
6	If it appears to the Manager that there is a risk to the health and safety of the occupants of the Unit any of the "hazards" listed in the HSE Approved Code of Practice for the Private Rented Sector (ACOP PRS) shall be carried out.		<< >>	<< >>

	<p>Regulations the Manager shall</p> <p>a. advise the Client of the works that need to be taken;</p> <p>b. recommend that the Client appoint a suitably qualified person to carry out the works.</p>	the Manager shall		
7	<p>The Manager shall, if requested at the Client's cost, arrange for works to be carried out in the Residential Unit:</p> <p>a. in order to minimise the impact of the works on the HHSRS Regulations;</p> <p>b. in response to a notice served by the local authority under the HHSRS Regulations.</p>	the Manager shall, if requested at the Client's cost, arrange for works to be carried out in the Residential Unit: <p>a. in order to minimise the impact of the works on the HHSRS Regulations;</p> <p>b. in response to a notice served by the local authority under the HHSRS Regulations.</p>	<< >>	<< >>
8	<p>If the tenancy will fall within the scope of the Tenancies and it appears that the Property and/or the Common Parts are not fit for human habitation" (as defined in the HHSRS Regulations) of the tenancy, the Manager shall</p> <p>a. advise the Client of the steps to be taken to put and keep the Property and/or the Common Parts in a state that is fit for human habitation and</p> <p>b. recommend that the Client appoint a suitably qualified person.</p>	the Manager shall, if requested at the Client's cost, arrange for works to be carried out in the Residential Unit: <p>a. in order to minimise the impact of the works on the HHSRS Regulations;</p> <p>b. in response to a notice served by the local authority under the HHSRS Regulations.</p>	<< >>	<< >>
9	<p>The Manager shall, if requested at the Client's cost, arrange for works to be carried out in the Property and/or Common Parts (as required for these works from the HHSRS Regulations (as obtained) in order to put the Property and/or Common Parts in a state that is fit for human habitation in accordance with the FFHH Act 2015).</p>	the Manager shall, if requested at the Client's cost, arrange for works to be carried out in the Property and/or Common Parts (as required for these works from the HHSRS Regulations (as obtained) in order to put the Property and/or Common Parts in a state that is fit for human habitation in accordance with the FFHH Act 2015).	<< >>	<< >>
10	<p>The Manager shall, if requested at the Client's cost:</p> <p>a. arrange for the installation of smoke alarms and carbon monoxide alarms required by the Carbon Monoxide Alarms Regulations 2015;</p> <p>b. check that each alarm is tested on the day a new tenancy begins;</p> <p>c. carry out any remedial action in response to a notice relating to the Property and/or Common Parts (Smoke and Carbon Monoxide Alarms Regulations 2015).</p>	the Manager shall, if requested at the Client's cost: <p>a. arrange for the installation of smoke alarms and carbon monoxide alarms required by the Carbon Monoxide Alarms Regulations 2015;</p> <p>b. check that each alarm is tested on the day a new tenancy begins;</p> <p>c. carry out any remedial action in response to a notice relating to the Property and/or Common Parts (Smoke and Carbon Monoxide Alarms Regulations 2015).</p>	<< >>	<< >>

	Regulations 2015.			
11	The Manager shall [instruct the Client] with enquiries from potential tenants for viewings and keep the Client informed of all enquiries and viewings.	deal with enquiries from potential tenants for viewings and keep the Client informed of all enquiries and viewings.	<< >>	<< >>
12	The Manager shall [instruct the Client] to provide appropriate references on any proposed new Tenant and a firm commitment to enter into a lease with the Client and shall ensure that the Client is satisfied with the references and shall ensure that the Client is satisfied with the references.	provide appropriate references on any proposed new Tenant and a firm commitment to enter into a lease with the Client and shall ensure that the Client is satisfied with the references and shall ensure that the Client is satisfied with the references.	<< >>	<< >>
13	The Manager shall [instruct the Client] to the extent that sections 20–37 of the Landlord and Tenant Act 1985 are in force in relation to the property (if the property is situated), accept liability for the requirements of sections 20–37 of the Landlord and Tenant Act 1985 on behalf of the Client and shall: <ul style="list-style-type: none"> a. obtain from the proposed new Tenant intended adult occupier the necessary information and documents to carry out “right to rent” checks; b. carry out “right to rent” checks in accordance with relevant Home Office guidance; c. report the outcome of the checks to the Client as soon as possible. 	the Manager shall [instruct the Client] to the extent that sections 20–37 of the Landlord and Tenant Act 1985 are in force in relation to the property (if the property is situated), accept liability for the requirements of sections 20–37 of the Landlord and Tenant Act 1985 on behalf of the Client and shall: <ul style="list-style-type: none"> a. obtain from the proposed new Tenant intended adult occupier the necessary information and documents to carry out “right to rent” checks; b. carry out “right to rent” checks in accordance with relevant Home Office guidance; c. report the outcome of the checks to the Client as soon as possible. 	<< >>	<< >>
14	The Manager shall [instruct the Client] to prepare a holding deposit agreement which is to be collected, which shall be signed by the Client. The Manager shall [instruct the Client] to prepare the agreement on behalf of the Client and shall ensure that the Manager to do so.	the Manager shall [instruct the Client] to prepare a holding deposit agreement which is to be collected, which shall be signed by the Client. The Manager shall [instruct the Client] to prepare the agreement on behalf of the Client and shall ensure that the Manager to do so.	<< >>	<< >>
15	The Manager shall comply with the requirements in respect of holding deposits in the Regulations 2015.	The Manager shall comply with the requirements in respect of holding deposits in the Regulations 2015.	<< >>	<< >>
16	The Manager shall, if requested by the Client at the Client's cost, arrange for: <ul style="list-style-type: none"> a. an inventory of the property to be prepared by an independent inventory clerk; b. the inventory clerk to check the property with a new Tenant whereby the inventory are confirmed; c. the inventory clerk to check the property with the Tenant whereby the inventory are confirmed. 	The Manager shall, if requested by the Client at the Client's cost, arrange for: <ul style="list-style-type: none"> a. an inventory of the property to be prepared by an independent inventory clerk; b. the inventory clerk to check the property with a new Tenant whereby the inventory are confirmed; c. the inventory clerk to check the property with the Tenant whereby the inventory are confirmed. 	<< >>	<< >>

	inventory and a report i			
17	The Manager shall, if requested by the Client's cost, arrange for the property to be professionally cleaned before the start of the tenancy.		<< >>	<< >>
18	The Manager shall [instruct a professional to] prepare an agreement for signature by a professional to obtain the Client's approval of the terms of the tenancy.		<< >>	<< >>
19	The Manager shall sign any tenancy document on behalf of the Client and the Manager to do so.		<< >>	<< >>
20	The Manager shall not permit occupation of a Residential Unit until that Tenant has: <ul style="list-style-type: none"> a. signed a tenancy agreement; b. paid to the Manager one month's Rent; c. paid to the Manager in advance a deposit equivalent to [three or six weeks' rent]¹; and d. provided a signed statement of payments of Rent to the Manager. 		<< >>	<< >>
21	The Manager shall protect, hold and manage deposits in accordance with the provisions of the Housing Act 2004.		<< >>	<< >>
22	The Manager shall provide the Tenant with the "60 days of a security deposit being provided" information" required by the Housing Act 2004.		<< >>	<< >>
23	The Manager shall [instruct the Tenant with the latest version of the Housing, Communities and Local Government Rent: the checklist for renting a property is in Wales) the publication "A Home in the Private Rented Sector: A Guide for Tenants" before the completion of the tenancy agreement.		<< >>	<< >>

Marketing when Commercial Units

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

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

	Service		Included in Management Fee?	Additional Fees payable?
24	When any Commercial Unit become unoccupied, the Manager shall instruct a suitably qualified commercial valuer to value the Unit for letting on a Lease.	to a valuer	<< >>	<< >>
25	The Manager shall [instruct a valuer to] prepare particulars of the Commercial Unit in written description [and, video and, once the particulars have been agreed with the Client, they shall prepare particulars and add the particulars to the particulars of the Commercial Unit.	to a valuer	<< >>	<< >>
26	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 Commercial Unit.	at the Client's cost	<< >>	<< >>
27	The Manager shall not commence the marketing of a Commercial Unit unless a valid EPC is in force for the Commercial Unit's energy efficiency rating is A- (inclusive) or a valid exemption certificate is in force on the National PRS Exemption Register.	for the Commercial Unit's energy efficiency rating is A- (inclusive) or a valid exemption certificate is in force on the National PRS Exemption Register.	<< >>	<< >>
28	The Manager shall [instruct a valuer to] deal with enquiries from potential tenants, conduct viewings and keep the Client advised of the outcome of all enquiries and viewings.	deal with enquiries from potential tenants, conduct viewings and keep the Client advised of the outcome of all enquiries and viewings.	<< >>	<< >>
29	The Manager shall [instruct a valuer to] negotiate terms with potential tenants with a view to securing a firm commitment to enter into a lease of a Commercial Unit.	to negotiate terms with potential tenants with a view to securing a firm commitment to enter into a lease of a Commercial Unit.	<< >>	<< >>
30	The Manager shall [instruct a valuer to] prepare appropriate references on any Commercial Unit and ensure that the references are up to date.	prepare appropriate references on any Commercial Unit and ensure that the references are up to date.	<< >>	<< >>
31	The Manager shall, if requested by the Client at the Client's cost, arrange for a survey to be prepared in respect of the Commercial Unit.	the Client at the Client's cost, arrange for a survey to be prepared in respect of the Commercial Unit.	<< >>	<< >>
32	The Manager shall [instruct a valuer to] deal with the Client's and the Tenant's requirements and provide them with reasonable assistance in the completion of a Lease.	se and provide them with reasonable assistance in the completion of a Lease.	<< >>	<< >>

33	The Manager shall sign any Lease on behalf of the Client if the Client does so.	on to	<< >>	<< >>
34	The Manager shall not permit a Commercial Unit until a Lease	a	<< >>	<< >>
35	If so required by the Client, and documentation being completed by the Tenant, the Manager shall act as a stakeholder and shall deal with the matter as required by the terms of his agreement.	ary the as as er.	<< >>	<< >>

Day-to-day management of the Property

	Service		Included in Management Fee?	Additional Fees payable?
36	Subject to the Client providing necessary information (such as the names of service providers and the relevant contracts) the Manager shall notify the Local Council Business Rates department and other service providers of the occupier of a Unit or the person responsible for the payment of the bills in respect of a Unit.	the the the or ies an ent	<< >>	<< >>
37	Subject to the Manager being provided with a float provided by the Client (or a Tenant) the Manager shall pay the bills for the Property on the following basis: <ul style="list-style-type: none"> a. the Manager shall not be paid by a Tenant in respect of such charges as Council Tax, Business Rates, and charges for other services (such as broadband) but the Manager shall pay such charges insofar as the Unit is unoccupied; b. the Manager shall pay the service charge and other service charges payable by the landlord or the landlord's management company; c. the Manager shall pay the costs of the Property (including maintenance, repairs, insurance, and the cost of the Property, cleaning and other services commissioned in accordance with this Agreement; 	of a y a the to uch and and uch n a ice nt's any the ion the een of	<< >>	<< >>

	<p>d. the Manager shall pay for insurance of the Property if the Client is not able to arrange insurance;</p> <p>e. the Manager shall not pay for any services it has received an invoice for;</p> <p>f. the Manager shall be liable for the payment of invoices and demands;</p> <p>g. the Client may instruct the Manager to take some or all of the types of actions listed above.</p>			
38	The Manager shall demand and collect sums due from a Tenant in accordance with the terms of the tenancy agreement.	whether in writing or orally	<< >>	<< >>
39	<p>If Rent or other sum due is unpaid for more than 14 Days after falling due:</p> <p>a. the Manager shall notify the Tenant and attempt to obtain payment by making calls, visiting the relevant premises and sending three arrears letters;</p> <p>b. if the Rent or other sum due remains unpaid after these steps, the Manager shall immediately advise the Client of the situation and the steps taken;</p> <p>c. the Manager shall, if requested by the Client at the Client's cost, [instruct a professional to] take the necessary steps to recover the sums due from the Client.</p>	whether in writing or orally	<< >>	<< >>
40	The Manager shall inspect the Property and shall report its findings to the Client.	in writing	<< >>	<< >>
41	<p>If the tenancy falls within the scope of the Tenancies and it appears that the Property and/or the Common Parts are in a state of "disrepair or deterioration" as defined in the FFHH Act, the Manager shall:</p> <p>a. advise the Client of the state of the Common Parts and recommend that the necessary repairs be taken to put and keep the Common Parts in a state that is fit for habitation as defined in the FFHH Act; and</p> <p>b. recommend that the Client appoint a suitably qualified person.</p>	whether in writing or orally	<< >>	<< >>

42	<p>The Manager shall, if requested by the Client at the Client's cost, arrange for work on the Property and/or Common Parts (including the obtaining of any necessary permits required for these works from the relevant authorities (if obtained)):</p> <ul style="list-style-type: none"> a. in order to put and keep in good order the Common Parts in a state fit for habitation in accordance with the requirements of the relevant authorities; b. in response to a notice, given by the tenant in relation to the Common Parts; c. in response to any claims made by the tenant under the FFHH Act; d. in order to comply with any requirements under the FFHH Act. 	the the nts een	<< >>	<< >>
43	The Manager shall, if requested by the Client at the Client's cost, conduct more work on the Property and shall report its findings to the Client.	the the	<< >>	<< >>
44	<p>The Manager shall:</p> <ul style="list-style-type: none"> a. advise the Client of any breach of a Lease or tenancy agreement and bring it to the Manager's attention; b. require the Tenant to remedy any breach by making telephone calls and sending up to three written notices; c. if the breaches have not been remedied after taking these steps, notify the Client of the steps taken; d. if requested by the Client, [instruct a suitably qualified person to] take the next steps required. 	s of the by Unit fter ise ost, ake	<< >>	<< >>
45	The Manager shall advise the Client of any breach by the Tenant or by other parties.	sed ty.	<< >>	<< >>
46	<p>The Manager shall be responsible for the management of the Property, including its maintenance and replacement of parts:</p> <ul style="list-style-type: none"> a. the cost of any maintenance and replacements shall be borne by the Client; b. if the work is listed in the schedule of works approved by the client and the Manager; 	ph	<< >>	<< >>

	<p>39 the Manager may arrange to do 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 do without reference to the Client;</p> <p>d. if the work is not listed in the Schedule and the cost of the work is £<<Insert Amount, e.g. £1,000>> the Manager shall contact the Client and shall proceed with the work;</p> <p>e. if the work needs to be carried out it is not practicable to obtain the Client's permission the Manager may arrange to do without the permission of the Client;</p> <p>f. unless agreed otherwise between the Manager and the Client the Manager shall be responsible for arranging maintenance or the repair of the Property more than £<<Insert Amount>> the Manager may charge a fee for arranging and overseeing the work.</p>			
47	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 management of the Property [without obtaining the Client's prior agreement in writing or a contract].	such as, but not limited to, the following: << >>	<< >>	<< >>

Strategic management and advice

	Service		Included in Management Fee?	Additional Fees payable?
48	The Manager shall within << >> of the Commencement Date prepare a 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 contract.	the Manager shall prepare a 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 contract.	<< >>	<< >>
49	If a service charge is payable by the Client the Manager shall:		<< >>	<< >>

S

A

M

P

L

E

	<ul style="list-style-type: none"> a. prepare an annual budget for the Client; b. issue the estimated annual budget (once approved) with explanation to the Tenant at the start of the year along with an apportionment; c. issue invoices to and collect from the Tenant; d. issue a service charge statement at the end of each service charge year, certified by [the Manager]; e. maintain appropriate service charge records to ensure that the service charge is correctly reconciled at the end of each year; f. in the event of an accounting error, the Manager shall inform the Client that the error has been raised incorrectly and rectify it without any undue delay; and g. ensure that the service charge is held in a separate reserve and sinking funds) in a separate discrete (or virtual) bank account. 		
50	<p>Once the Client has approved or rejected the proposed maintenance schedule, the Manager shall:</p> <ul style="list-style-type: none"> a. implement the programme; b. review the programme and the maintenance schedule every 12 months and advise the Client if any changes are required; c. amend the maintenance schedule following any review and implement the programme. 	<< >>	<< >>
51	<p>The Manager shall advise the Client if it is necessary to carry out new gas safety checks in order to comply with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 2002 for appliances purchased before 08/09/2002 and the Electrical Equipment (Safety) Regulations 2002 for appliances purchased on or after 08/09/2002 and the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020. The Manager shall arrange for the necessary checks to be carried out at the Client's cost, if requested by the Client.</p>	<< >>	<< >>

52	The Manager shall notify the Client of any laws and regulations relating to residential or commercial property that may affect the Property. The Manager shall notify the Client if it becomes aware of any change in those laws or regulations in relation to the Property. The Manager shall arrange for any necessary action to be taken, at the Client's expense, to ensure compliance with the laws and regulations relating to the Property.	to the Client of any laws and regulations relating to residential or commercial property that may affect the Property. The Manager shall notify the Client if it becomes aware of any change in those laws or regulations in relation to the Property. The Manager shall arrange for any necessary action to be taken, at the Client's expense, to ensure compliance with the laws and regulations relating to the Property.	<< >>	<< >>
53	The Manager shall make a reasonable effort to ensure that the Client is kept informed of any material changes to the Property at all reasonable times. The Manager shall provide notice for the purposes of this clause in relation to the Property.	to the Client of any laws and regulations relating to residential or commercial property that may affect the Property. The Manager shall notify the Client if it becomes aware of any change in those laws or regulations in relation to the Property. The Manager shall arrange for any necessary action to be taken, at the Client's expense, to ensure compliance with the laws and regulations relating to the Property.	<< >>	<< >>

S
A
M
P
L
E

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

Fee structure

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

Float held by Manager

2. At the commencement of the Term the Client shall provide the Manager with a float of £<<Insert Amount, in accordance with Schedule 1>> for expenditure on behalf of the Client in connection with the Services.
3. When requested by the Manager the Client shall provide further sums of money to the float so that it remains at £<<Insert Amount>>.

Provision of statements, invoices

4. The Manager shall within <<Insert Number>> days after the end of each month during the Term and for so long as necessary to the Client a statement setting out, in relation to the Property for the preceding month:
 - a. all sums received;
 - b. all expenditure incurred;
 - c. the Fees due to the Manager;
 - d. the amount held by the Manager.
5. Having sent the statement to the Client the Manager shall:
 - a. retain the Fees and the amount held by the Manager for <<Insert Number>> Business Days; and
 - b. retain such amount to enable the Manager to reimburse all expenditure and top up the float up to £<<Insert Amount>> within <<Insert Number>> Business Days; and
 - c. remit the balance to the Client within <<Insert Number>> Business Days.
6. If there are insufficient funds to enable the Manager to reimburse the expenditure and/or to top up the float the Manager shall require the Client to provide the sum required from the Client and the Manager shall remit the balance to the Client within <<Insert Number>> Business Days.

SCHEDULE 3

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

1. The Client confirms that the Commercial Units on Lease tenancy. In particular, the C

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 th confirms that the Manager r

3. The Client shall ensure that Furnishings (Fire) (Safety) R

4. The Client understands the Use) Regulations 1998. In p

a. the Client shall befo

i. provide the l check carried than 12 mon

ii. instruct the and any rem

b. the Client shall, befo the Tenant is to rem

i. provide the l out by a Gas

ii. instruct the and any rem

5. The Client understands th (Safety) Regulations 1994 (2016) and the Electrical Eq purchased on or after 08 De

a. the Client shall ensu Property complies w

be amended, deleted or added to

ne Property and are entitled to let on the basis of an assured shorthold

superior landlord under the terms of

gee; and

s

se or tenancy agreement is signed.

s of all keys for the Property and of the keys as necessary.

roperty comply with the Furniture and

der the Gas Safety (Installation and

ommences either:

he report from the last annual safety tered engineer (which must be less

an engineer to carry out the check the Client).

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

he next annual safety check carried t; or

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

d under the Electrical Equipment t purchased before 08 December ions 2016 (for electrical equipment ar:

oment provided by the Client at the

S

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

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

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

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

a. the Client shall arrange for a qualified and competent person to carry out an electrical inspection of the Property at intervals of no more than 12 months.

the Client shall arrange for a qualified and competent person to carry out an electrical inspection of the Property at intervals of no more than 12 months.

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

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

c. for existing tenancies, the Client shall provide a copy of the report to the local housing authority, within 7 days of the report being issued.

the Client shall provide a copy of the report to the local housing authority, within 7 days of the report being issued.

d. the Client and Manager shall provide a copy of the report and give it to the person carrying out the next inspection.

the Client and Manager shall provide a copy of the report and give it to the person carrying out the next inspection.

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

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

f. if the report requires remedial work, the Client shall carry out, or instruct the Manager to carry out, the remedial work at the cost of the Client, the further investigation or any remedial work to be carried out by a qualified and competent person within 28 days of the report being issued.

if the report requires remedial work, the Client shall carry out, or instruct the Manager to carry out, the remedial work at the cost of the Client, the further investigation or any remedial work to be carried out by a qualified and competent person within 28 days of the report being issued.

g. the Client shall supply a copy of the report to the local housing authority and also to the local authority within 28 days of the work being carried out.

the Client shall supply a copy of the report to the local housing authority and also to the local authority within 28 days of the work being carried out.

7. The Client understands that a Unit is not able to market a Unit if it has a valid Energy Performance Certificate (EPC) rating of F or G, unless a valid exemption has been registered in the Exemptions Register and remains in force. The Client shall ensure that the Manager to arrange for an EPC to be carried out for the Unit (at the cost of the Client).

The Client understands that a Unit is not able to market any Unit unless a valid Energy Performance Certificate (EPC) rating of F or G, unless a valid exemption has been registered in the Exemptions Register and remains in force. The Client shall ensure that the Manager to arrange for an EPC to be carried out for the Unit (at the cost of the Client).

8. The Client is aware of the obligations placed on residential landlords by section 11 of the Landlord and Tenant Act 1984. The Client shall comply with those obligations.

obligations placed on residential landlords by section 11 of the Landlord and Tenant Act 1984. The Client shall comply with those obligations.

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

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

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

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

A

M

P

L

E

- will also comply with any order made under the FFHH Act.
11. The Client understands their obligations under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015, which are particular:
- a. the Client shall before the tenancy begins:
 - i. confirm in writing to the Tenant that all necessary smoke and carbon monoxide alarms are installed and maintained at the property; or
 - ii. instruct the Managing Agent to ensure the necessary alarms to be installed at the property;
 - b. the Client shall either:
 - i. check that existing smoke and carbon monoxide alarms are working order on the day a new tenancy begins; or
 - ii. instruct the Managing Agent to carry out a check (at the cost of the Client).
 - c. the Client shall either:
 - i. carry out any remedial action required in a remedial notice relating to the Property served in accordance with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015; or
 - ii. instruct the Managing Agent to carry out remedial action (at the cost of the Client).
12. The Client understands their obligations under the Tenant Fees Act 2019] **OR** [Renting Homes (Fees etc.) (Wales) Regulations 2021] and will comply with these obligations.
13. The Client shall notify the Managing Agent if they or becomes a non-UK resident and will understand that the Managing Agent will deal with Rent in accordance with the Non-Resident Landlords Scheme operated by HM Revenue & Customs.