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PROPERTY MANA
FOR TWO OR MO

VEL AGREEMENT
USE PROPERTIES

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Manager>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<Name of Manager>> whose registered office is at] <<Insert Address>> (“the Manager”)
- (2) <<Name of Client>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<Name of Client>> whose registered office is at] <<Insert Address>> (“the Client”)

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WHEREAS:

- (1) The Manager provides professional services to property owners. The Manager has reasonable skills and experience in that field.
- (2) The Client wishes to engage the Manager to provide the Services detailed in Schedule 2, subject to, and on the terms and conditions of this Agreement.
- (3) The Manager has agreed to provide the Services to the Client, subject to, and on the terms and conditions of this Agreement.

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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 expressed in Schedule 1 to attract the Client and for providing any additional Services at the request of the Client;

“Applicable Tenancies”

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

“Agreement Review”

the review of this Agreement which will be conducted in accordance with Clause 7 at the time specified in that Clause;

“Business Day”

any day (other than Saturday or Sunday) on which banks are open for their full range of business hours in <<Insert Location>>;

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“Client’s Management Representative”

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name and Position>> who shall be acting in accordance with the Manager’s instructions or as the Client’s representative in accordance with Clause 7, or any other person who the Client may nominate;

“Client’s Representative”

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name and Position>> who shall be acting in accordance with the Manager’s instructions or as the Client’s representative in accordance with Clause 7, or any other person who the Client may from time to time nominate;

“Commencement Date”

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the date on which this Agreement comes into effect in accordance with Clause 2 below;

“Commercial Unit”

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any unit of accommodation at a Property which is not a Residential Unit or any unit of accommodation provided for a porter or caretaker and which is otherwise exclusively occupied (or intended to be so occupied) solely in connection with the business of the Client at the Property or the provision of services at the Property;

“Confidential Information”

L

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

“Default Fee”

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the fee payable by the Manager to the Client in the event of a breach of the required Service Levels in the provisions of Clause 8 and in accordance with Schedule 3;

“Fees”

the fees payable by the Client to the Manager in accordance with Clause 5 and Schedule 2;

“FFHH Act”

the Fitness for Human Habitation Act 2010;

“HHSRS Regulations”

the Housing Health and Safety Rating Regulations 2005 or (if the Property is in Wales) The Housing Health and Safety Rating System (Wales) Regulations 2005;

“Lease”

any licence to occupy entered into in connection with the Commercial Unit between the Client and the Manager;

“Management Fee”

S

plus VAT (£<< >> inclusive of
r month per Property or such other
may agree from time to time
ement Review;

“Intellectual Property Ri

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

**“Manager’s Management
Representative”**

M

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

**“Manager’s Performance
Representative”**

M

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;

“Manager’s Representat

P

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”]

L

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

“Redress Schemes Orde

E

ss Schemes for Lettings Agency
y Management Work
Belong to a Scheme etc) (England)

“Rent”

licence fee payable under a
al tenancy agreement;

S

“Rent Deposit”

received from a Tenant of a
in respect of possible breaches of
ations in the Lease;

“Residential Unit”

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

“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 a Unit;

“Term”

f this Agreement as set out in

“Unit”

rcial Unit or a Residential Unit as
equire.

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1.2 Unless the context of

reference in this Agreement to:

1.2.1 “writing”, and
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.

1.4 Words imparting the

clude the plural and vice versa.

1.5 References to any g

other gender.

1.6 References to perso

tions.

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2. Term of Agreement

2.1 This Agreement will
Commencement D
<<insert period>> f
11.

Commencement Date of <<Insert
e in force for an initial Term of
o the provisions of Clauses 7 and

2.2 Subject to the Agr

ns of Clause 7, the Term of this

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Agreement may be
shall thereafter be c

periods of <<Insert Period>> (which
(m).

3. Manager's Obligations

- 3.1 The Manager shall
provisions of Claus
Service Levels set o
- 3.2 The Manager sha
commensurate with
in the United Kingd
- 3.3 The Manager shall
it by the Client prov
of Services provide
- 3.4 The Manager sha
reasonable and tim
Agreement.

the Client in accordance with the
d in accordance with the required
dule 4.

with reasonable skill and care,
the property management industry

All reasonable instructions given to
e compatible with the specification

ns under this Agreement in a
ance with the provisions of this

4. Client's Obligations

- 4.1 The Client shall pro
the Services and th
reasonably require
- 4.2 The Client shall per
- 4.3 The Client may, f
Manager in relation
instructions should
provided in Schedu
- 4.4 In the event that the
other communicatio
the Services or any
in a reasonable and
- 4.5 If any consents, lic
parties such as lan
order for provision
the Client's respons
(or the relevant part
- 4.6 [The Client shall all
times to the Premis
- 4.7 The Client shall per
and timely manner i

such information in connection with
e Manager may, from time to time,
e provision of the Services.

out in Schedule 5.

e reasonable instructions to the
vision of the Services. Any such
ne specification of the Services

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

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

personnel access at all reasonable
viding the Services.]

er this Agreement in a reasonable
ovisions of this Agreement.

5. Fees, Payment and Reco

- 5.1 The Client shall p
provisions of Sched
Manager in accorda
- 5.2 All payments requir
shall be made with
cleared funds to su
from time to time
except such amou

Manager in accordance with the
for the Services provided by the
onditions of this Agreement.

to this Agreement by either Party
the date of the relevant invoice in
cation>> as the other Party may
set-off, withholding or deduction
at Party is required to deduct or

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withhold by law.

5.3 Where any payment is required to be made on a day that is not a Business Day.

5.4 If either Party fails to pay any amount which is payable to the other pursuant to this Agreement, without prejudice to and notwithstanding such failure, the amount shall bear interest from the due date until payment is made, before and after any judgment, at a rate of <<Insert Percentage>> per annum over the <<Insert Bank Name>> base rate from time to time.

5.5 Each Party shall:

5.5.1 keep, or procure to be kept, such records and books of account as may be required, and the amount of any sums payable shall be accurately calculated;

5.5.2 at the reasonable request of the other Party, allow that Party or its agent to inspect and copy the books of account and, to the extent those sums, to take copies of them;

5.5.3 within <<Insert Interval>>, at the end of each <<Insert Interval>>, obtain at its expense from an independent auditor a certificate as to the sums paid by that Party pursuant to this Agreement <<Insert Interval>>.

6. Provision of the Services

6.1 The Manager shall provide the Services to the Client in accordance with the terms and conditions of this Agreement, the proforma Schedule 2 and the Service Levels as specified in Schedule 4.

6.2 The Manager shall provide the Services only as specified in Schedule 2 and the Service Levels as specified in Schedule 4.

6.3 The Manager shall ensure that it complies with all applicable laws, regulations, codes of conduct and any other rules relevant to the provision of the Services.

6.4 The Manager shall maintain in force during the Term all licences, permits and approvals which are necessary or advisable for the provision of the Services.

6.5 The Manager shall take all reasonable care to ensure that the manner in which it provides the Services does not have any adverse effect on the name, reputation, image or goodwill of the Client.

6.6 In the event that the Manager is in breach of any of the terms and conditions of this Agreement, it shall provide the Services to the Client in accordance with the required Service Levels or, if it is unable to do so, the provisions which adversely affect the Client will apply:

6.6.1 the Client shall be entitled to require the Manager to provide the Services to the Client in accordance with the required Service Levels or, if it is unable to do so, the provisions which adversely affect the Client will apply;

6.6.2 if the Manager is in breach of any of the terms and conditions of this Agreement, it shall provide the Services to the Client in accordance with the required Service Levels or, if it is unable to do so, the provisions which adversely affect the Client will apply:

6.6.2.1 the Client shall be entitled to require the Manager to provide the Services to the Client in accordance with the required Service Levels or, if it is unable to do so, the provisions which adversely affect the Client will apply;

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rd party until such time as it is
been rectified or, in the event of
, until such time as the Manager's

6.6.2.2 the M
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demand to the Client by way of
which the cost to the Client of
services under sub-Clause 6.6.2.1
ing the same from the Manager
a sum equal to any reasonable
loss of business) suffered by the
ger's failure or breach.

6.7 The obligations of t
by the termination o

Clause 6.6.2 shall not be affected

6.8 The rights of the C
without prejudice to
not limited to, its ri
Clause 8.5.

6.6 shall be in addition to, and
nedies of the Client including, but
n the Manager arising under sub-

6.9 [Subject to its oblig
this Agreement, and
Client shall be free
otherwise consult th
to the Services or o

under the terms and conditions of
e provisions of sub-Clause 6.6, the
out obligation to notify, inform or
for any services (which are similar
by any third party whatsoever.]

6.10 [The Manager sha
any services which
of any third party th
Territory or Area, e
consent of the Clie
delayed.]

uance of this Agreement, provide
p the Services to or for the benefit
on with the Client [within <<Insert
nises>>] without the prior written
to be unreasonably withheld or

7. Service and Agreement M

7.1 The Client and the
Representative and
e.g. Monthly>> inte
accordance with the
Reports generated t

e meetings between the Client's
ntative at regular <<Insert Interval,
s the provision of the Services in
relevant, based upon Performance
e 8 and Schedule 4.

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

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

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

e meetings between the Client's
ger'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

use 7.3, the Client's Management
ment Representative shall, in their
s conduct an Agreement Review
ss and agree upon any desired or
uding, but not limited to, its terms

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and conditions, such as to be effective unless approved by the representatives of the Client

such agreed changes shall not be signed by the duly authorised representatives of the Client

7.5 No later than <<Insert Interval>> after the end of the current Term of this Agreement, the Client's Representative and the Manager's Representative shall enter into an Agreement Review during which the continuation of the Agreement shall be determined. In the event that a review is agreed upon, the provisions of sub-Clause 2.2 shall apply.

At the end of the current Term of this Agreement, the Client's Representative and the Manager's Representative shall enter into an Agreement Review during which the continuation of the Agreement shall be determined. In the event that a review is agreed upon, the provisions of sub-Clause 2.2 shall apply.

7.6 Notwithstanding the provisions of Clause 7.4, in the event that changes to this Agreement are required by legislative or regulatory changes, the Manager shall have the right to call for an immediate Agreement Review. Any necessary changes and action to be taken. Any changes to this Agreement shall not be effective unless approved by the representatives of the Client

Notwithstanding the provisions of Clause 7.4, in the event that changes to this Agreement are required by legislative or regulatory changes, the Manager shall have the right to call for an immediate Agreement Review. Any necessary changes and action to be taken. Any changes to this Agreement shall not be effective unless approved by the duly authorised representatives of the Client

8. Performance Management

8.1 For the purposes of this Agreement the Manager's Representative shall manage the performance of the Manager's Representative to ensure that the Service Levels are met.

For the purposes of this Agreement the Manager's Representative shall manage the performance of the Manager's Representative to ensure that the Service Levels are met. The provisions of Schedule 4 shall apply.

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

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

8.3 All data collected by the Manager's Representative pursuant to this Clause 8 and the <<Insert Interval, e.g. Monthly>> Performance Report shall be presented to the Client.

All data collected by the Manager's Representative pursuant to this Clause 8 and the <<Insert Interval, e.g. Monthly>> Performance Report shall be presented to the Client.

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

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

8.5 If at any time during the term of this Agreement the Manager fails to provide the Service Levels, the following provisions shall apply:

If at any time during the term of this Agreement, the Manager fails to provide the Service Levels, the following provisions shall apply:

8.5.1 If in any <<Insert Interval, e.g. Month, Quarter>> the Manager fails to meet the target response times for repairs to the Properties as set out in Schedule 4, the Client shall be required to pay to the Manager a Default Fee in accordance with Schedule 3.

If in any <<Insert Interval, e.g. Month, Quarter>> the Manager fails to meet the target response times for repairs to the Properties as set out in Schedule 4, the Client shall be required to pay to the Manager a Default Fee in accordance with Schedule 3.

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

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

8.5.3 If the Manager fails to meet the Service Levels in any other <<Insert Interval, e.g. Month, Quarter>>, the Client shall be required to pay to the Manager a Default Fee in accordance with Schedule 3.

If the Manager fails to meet the Service Levels in any other <<Insert Interval, e.g. Month, Quarter>>, the Client shall be required to pay to the Manager a Default Fee in accordance with Schedule 3.

8.5.4 The provisions of sub-Clause 8.5.1 shall apply to the payment of Default Fees under this sub-Clause.

The provisions of sub-Clause 8.5.1 shall apply to the payment of Default Fees under this sub-Clause.

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9. Confidentiality

9.1 Each Party undertakes not to disclose or use any Confidential Information authorised in writing by the other Party during the continuance of this Agreement or after its termination:

9.1.1 keep confidential

9.1.2 not disclose

9.1.3 not use any Confidential Information contemplated by this Agreement

9.1.4 not make any Confidential Information available in any way or part with possession of any Confidential Information

9.1.5 ensure that any disclosure by its officers, employees, agents, subcontractors or consultants would not be a breach of this Agreement

9.2 Either Party may:

9.2.1 disclose any Confidential Information to:

9.2.1.1 any subsidiary of that Party;

9.2.1.2 any government authority or regulatory body; or

9.2.1.3 any other person if that Party or of any of the other Parties or bodies;

to such extent as is necessary for the purposes contemplated by this Agreement (including the provision of the Services), or to inform the other Party of Confidential Information (such body used for such purpose) (such body) provided that such disclosure should be a necessary part of the performance of the Agreement and should be kept confidential and used only for the purposes for which it is disclosed;

9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, if it is at the date of this Agreement, or has become, or is about to become, public knowledge through no fault of that Party, or if it is already in public knowledge. In any event, that Party must not disclose Confidential Information that is not public knowledge.

9.3 The provisions of this Clause 9 shall remain in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

10. Intellectual Property Rights

10.1 [The Manager shall own all Intellectual Property Rights that may subsist in or in relation to the Services provided by the Manager. Through this Agreement, the Manager shall be deemed to automatically grant to the other Party a non-exclusive licence of any and all such rights in and to the Services in accordance with the terms and conditions of this Agreement.

provided by sub-Clause 9.2 or as otherwise agreed in writing. It shall, at all times during the term of this Agreement and for a period of [Insert Period] years] after its termination;

information;

disclosure to any other party;

only for any purpose other than as contemplated by the terms of this Agreement;

in any way or part with possession of any Confidential Information

officers, employees, agents, subcontractors or consultants, which, if done by that Party, would constitute a breach of Clauses 9.1.1 to 9.1.4 above.

to:

of that Party;

authority or regulatory body; or

of that Party or of any of the other Parties or bodies;

for the purposes contemplated by this Agreement (including the provision of the Services), or to inform the other Party of Confidential Information (such body used for such purpose) (such body) provided that such disclosure should be a necessary part of the performance of the Agreement and should be kept confidential and used only for the purposes for which it is disclosed;

any purpose, or disclose it to any other person, if it is at the date of this Agreement, or has become, or is about to become, public knowledge through no fault of that Party, or if it is already in public knowledge. In any event, that Party must not disclose Confidential Information that is not public knowledge.

in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

of any and all Intellectual Property Rights that may subsist in or in relation to the Services provided by the Manager. Through this Agreement, the Manager shall be deemed to automatically grant to the other Party a non-exclusive licence of any and all such rights in and to the Services in accordance with the terms and conditions of this Agreement.

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10.2 In complying with clause 10.1, the Manager hereby undertakes to execute the provisions of this Clause and perform any such actions that may be necessary to give effect to this Clause and shall exclusively bear any costs associated with the execution of this Clause.

clause 10.1, the Manager hereby undertakes to execute the provisions of this Clause and perform any such actions that may be necessary to give effect to this Clause and shall exclusively bear any costs associated with the execution of this Clause.

OR

10.1 [Subject to the receipt of the Client's consent in writing, the Manager shall not assign or sub-license any Rights that may subsist in the Services to the Client.]

the Client under this Agreement, the Manager shall not assign or sub-license any and all Intellectual Property Rights in the Services as provided by the Manager to the Client.

10.2 In complying with clause 10.1, the Manager hereby undertakes to execute the provisions of this Clause and perform any such actions that may be necessary to give effect to this Clause and shall exclusively bear any costs associated with the execution of this Clause.

clause 10.1, the Manager hereby undertakes to execute the provisions of this Clause and perform any such actions that may be necessary to give effect to this Clause and shall exclusively bear any costs associated with the execution of this Clause.

11. Termination

11.1 Either Party may terminate this Agreement by giving to the other not less than <<Insert Notice Period>> written notice to expire on or at any time after <<Insert Minimum Term>>

by giving to the other not less than <<Insert Notice Period>> written notice to expire on or at any time after <<Insert Minimum Term>>

11.2 Either Party may terminate this Agreement by giving written notice to the other Party if:

the Agreement by giving written notice to the other Party if:

11.2.1 any sum owing to the other Party under any of the provisions of this Agreement is not paid within <<Insert Period>> of the due date for payment;

the other Party under any of the provisions of this Agreement is not paid within <<Insert Period>> of the due date for payment;

11.2.2 the other Party has committed a breach of any of the provisions of this Agreement which is capable of remedy, fails to remedy the breach within <<Insert Period>> of being given written notice giving full particulars of the breach;

breach of any of the provisions of this Agreement which is capable of remedy, fails to remedy the breach within <<Insert Period>> of being given written notice giving full particulars of the breach;

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

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

11.2.4 the other Party has entered into an arrangement with its creditors or, where the other Party is a company, to an administration order (within the meaning of Section 86);

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

11.2.5 the other Party has been ordered by a court or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purposes of a reconstruction or re-construction and in such a manner that the other Party is bound by or for the provisions of this Agreement);

or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purposes of a reconstruction or re-construction and in such a manner that the other Party is bound by or for the provisions of this Agreement);

11.2.6 anything which is prohibited by the law of any jurisdiction of which the other Party is a citizen or resident;

foregoing under the law of any jurisdiction of which the other Party is a citizen or resident;

11.2.7 the other Party ceases to carry on business; or

to cease, to carry on business; or

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

exercised by any person or connected person other than the other Party on the date of this Agreement. For the purposes of this Clause 11, "control" and "connected person" 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

terminate this Agreement by giving

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written notice to the
Services in compliance
Clause 8.5.

at the Manager fails to provide the
levels for the period set out in sub-

11.4 The right to terminate shall not be
prejudice any other rights of the
concerned (if any) of the Client.

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

12. Post-Termination

Upon the termination of this Agreement:

on:

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

Party under any of the provisions of
due and payable;

12.2 any rights or obligations which either
Party is entitled or be subject to shall
where they are expressed in writing

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

12.3 termination shall not affect the right
which the terminating Party may have
termination or any other remedy which
may have in respect of the Agreement
before the date of termination;

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

12.4 subject as provided in Clause 12.1,
rights, neither Party shall be liable to

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

12.5 each Party shall retain title to
has not been transferred to the other
provided for the purposes of Clause 12.1

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

12.6 each Party shall (except in respect of
to use, either directly or indirectly
forthwith return to the other Party
which contain or record Confidential

mentioned in Clause 9) forthwith cease
Confidential Information, and shall
in its possession or control
Confidential Information.

13. Liability and Indemnity

13.1 The Manager shall indemnify and hold
agents and employees harmless from
liabilities howsoever arising
or in tort, including reasonable
damage to any property or
failure to perform its obligations
such losses, costs, damages and
the negligent acts or omissions of
Manager is otherwise legally liable

unless the Client, its subcontractors,
agents and employees, shall indemnify
any and all claims, costs and
of whatever nature and whether in contract
by any person or persons or loss of or
in respect of the performance or
under this Agreement if and to the extent that
such losses are caused or contributed to by
the Manager or any persons for which the

13.2 The Client shall indemnify and hold
agents and employees harmless from
liabilities howsoever arising
or in tort, including reasonable
damage to any property or
Client of its obligations
such losses, costs, damages and
negligent acts or omissions of
otherwise legally liable

as the Manager, its subcontractors,
agents and employees, shall indemnify
any and all claims, costs and
of whatever nature and whether in contract
by any person or persons or loss of or
in respect of the performance by the
Client if and to the extent that such
losses are caused or contributed to by
any persons for which the client is

13.3 Except as expressly provided
or responsible to the other Party

under this Agreement, neither Party shall be liable
for or otherwise (including any liability

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for negligence) for:

13.3.1 any loss of r
or any loss d

13.3.2 any special i

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

acts, anticipated savings or profits,

loss howsoever arising.

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

14. Force Majeure

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

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

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

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

15. No Waiver

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

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 incident
into effect of this Agreemen

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

18. Set-Off

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

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

19. Assignment and Sub-Con

19.1 [Subject to sub-Cl
Neither Party may

ment is personal to the Parties.
arge (otherwise than by floating

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charge) or sub-licen
sub-contract or othe
written consent of
withheld.

te any of its rights hereunder, or
obligations hereunder without the
consent not to be unreasonably

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

y of the obligations undertaken by
or through suitably qualified and
n 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

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
ties.]

21. Relationship of the Parties

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

deemed 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
loy or contract the services of any
se engaged by the other Party at
but the express written consent of

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

ement and for a period of <<Insert
licit 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 Agre
accordingly the Cor
this Agreement.

nter rights on any third parties and
(parties) 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:

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24.2.1 when delivered by a registered messenger or other messenger (including during business hours of the recipient); or

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

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

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

In each case notice shall be given to the most recent address, e-mail address, or facsimile address of 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 warranty, express or implied, provided in this Agreement or otherwise, conditions, warranties or other terms implied by statute or otherwise, to the fullest extent permitted by law.

26. Counterparts

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

27. Severance

In the event that one or more provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of this Agreement and the remainder shall remain 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 their appointed representatives who have the authority to bind them.

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

28.3 [If the ADR procedure under clause 28.2 does not resolve the matter within the time period set out in that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.]

28.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the Rules for Arbitration, either Party

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may, upon giving v
Deputy President fo
the appointment of
that may be require

r Party, apply to the President or
Chartered Institute of Arbitrators for
ors and for any decision on rules

28.5 Nothing in this Cla
applying to a court f

either Party or its affiliates from
f.

28.6 The Parties hereby
dispute resolution u
Parties.

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
s Agreement (including any non-
herefrom or associated therewith)
f England and Wales.

30. VAT

This Agreement details the
the rate of VAT is change
the Client will be liable to p
is chargeable regardless
change.

e of VAT and exclusive of VAT. If
s agreed between the parties that
from the date the new rate of VAT
er has notified the Client of the

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 _____ attached to this Agreement
- 2. The property known as _____ attached to this Agreement
- 3. The property known as _____ attached to this Agreement

shown edged red on the plan

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Services

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

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

Marketing when Residential Unit

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	Service		Included in Management Fee?	Additional Fees payable?
1	When any Residential Unit becomes unoccupied, the Manager shall arrange for suitably qualified lettings agents to let the Unit on an assured shorthold tenancy.	to a lettings agent for a period of not less than 12 months.	<< >>	<< >>
2	The Manager shall [instruct a surveyor to] prepare particulars of the Residential Unit in written description [, video and audio] and, once the particulars have been approved by the Client, they shall be published in the Manager's printed advertising materials and on the Manager's website.	to a surveyor to prepare particulars of the Residential Unit in written description [, video and audio] 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.	at the Client's cost, arrange for an Energy Performance Certificate (EPC) to be prepared for the Residential Unit.	<< >>	<< >>
4	The Manager shall not commence the marketing of the Residential Unit unless a valid EPC is available for the Residential Unit's energy efficiency rating is E (inclusive) or a valid exemption certificate is in force on the National PRS Exemption Register.	The Manager shall not commence the marketing of the Residential Unit unless a valid EPC is available for the Residential Unit's energy efficiency rating is 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) (collectively the "Gas Safety Regulations") and the Private Residential Tenancy (Safety) Regulations 2020.	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) (collectively the "Gas Safety Regulations") and the Private Residential Tenancy (Safety) Regulations 2020.	<< >>	<< >>
6	If it appears to the Manager that there is a risk to the health and safety of the Unit any of the "hazardous substances" listed in the Hazardous Substances Regulations the Manager shall take such steps as are reasonable to prevent such a risk.	If it appears to the Manager that there is a risk to the health and safety of the Unit any of the "hazardous substances" listed in the Hazardous Substances Regulations the Manager shall take such steps as are reasonable to prevent such a risk.	<< >>	<< >>

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	<ul style="list-style-type: none"> a. advise the Client of the hazards and the steps that need to be taken; or b. recommend that the Client seek advice from a suitably qualified person. 		
7	<p>The Manager shall, if requested by the Client and at the Client's cost, arrange for work to be carried out at the Residential Unit:</p> <ul style="list-style-type: none"> a. in order to minimise the hazards specified in HHSRS Regulations; b. in response to a notice or order issued by the local authority under the HHSRS Regulations. 	<< >>	<< >>
8	<p>If the tenancy will fall within the definition of Applicable Tenancies and it appears to the Manager that the Property and/or the Common Parts are not "fit for human habitation" (as defined in the FFHH Act) before the grant of the tenancy, the Manager shall either:</p> <ul style="list-style-type: none"> a. advise the Client of the state of the Property and/or the Common Parts and the steps that need to be taken to put and keep the Property in a state that is fit for human habitation as defined in the FFHH Act; or b. recommend that the Client seek advice from a suitably qualified person. 	<< >>	<< >>
9	<p>The Manager shall, if requested by the Client and at the Client's cost, arrange for work to be carried out at the Property and/or Common Parts (once all consents required for these works from any third party have been 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.</p>	<< >>	<< >>
10	<p>The Manager shall, if requested by the Client and at the Client's cost:</p> <ul style="list-style-type: none"> a. arrange for the installation of any smoke and carbon monoxide alarms required under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015; b. check that each alarm is in proper working order on the day a new tenancy begins; <p>carry out any remedial action specified in a remedial notice relating to the Property served under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015.</p>	<< >>	<< >>

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11	The Manager shall [instruct with enquiries from potential viewings and keep the Client all enquiries and viewings.	deal port of	<< >>	<< >>
12	The Manager shall [instruct the appropriate references on any a firm commitment to enter and shall ensure that the re the Client.	up ed ent to	<< >>	<< >>
13	The Manager shall [instruct to extent that sections 20–37 o are in force in relation to the is situated), accept liability requirements of sections 20– on behalf of the Client and sh a. obtain from the propos intended adult occupie information and document carry out “right to rent” che b. carry out “right to rent” che relevant Home Office guidance; c. report the outcome of the soon as possible.	the 14 rty he Act ny he to all nd as	<< >>	<< >>
14	The Manager shall [instru prepare a holding deposit agr is to be collected, which sha Client. The Manager shall agreement on behalf of the C the Manager to do so.	to] sit he sit cts	<< >>	<< >>
15	The Manager shall comply w respect of holding deposits in	in .	<< >>	<< >>
16	The Manager shall, if request Client’s cost, arrange for: a. an inventory of the prepared by an indepe b. the inventory clerk to new Tenant whereb inventory are confirme c. the inventory clerk to the Tenant whereby th the Unit are checked inventory and a report	he be n a he ith of he t.	<< >>	<< >>

17	The Manager shall, if requested by the Client and at the Client's cost, arrange for the Residential Unit to be professionally cleaned before the grant of a tenancy.	<< >>	<< >>
18	The Manager shall [instruct a suitably qualified professional to] prepare an assured shorthold tenancy agreement for signature by a proposed Tenant and shall obtain the Client's approval of the draft agreement.	<< >>	<< >>
19	The Manager shall sign any tenancy agreement or other document on behalf of the Client if the Client instructs the Manager to do so.	<< >>	<< >>
20	The Manager shall not permit a Tenant to occupy a Residential Unit until that Tenant has: <ul style="list-style-type: none"> a. signed a tenancy agreement; b. paid to the Manager in cleared funds the first month's Rent; c. paid to the Manager in cleared funds a security deposit equivalent to [five weeks' rent] OR [six weeks' rent]¹; and d. provided a signed standing order form for future payments of Rent to the Manager. 	<< >>	<< >>
21	The Manager shall protect, handle and return all security deposits in accordance with the relevant provisions of the Housing Act 2004.	<< >>	<< >>
22	The Manager shall provide to each Tenant within 30 days of a security deposit being received the "prescribed information" required by the Housing Act 2004.	<< >>	<< >>
23	The Manager shall [instruct the lettings agent to] provide the Tenant with the latest version of the Ministry of Housing, Communities and Local Government's "How to Rent: the checklist for renting in England" or (if the Property is in Wales) the Welsh Government's publication "A Home in the Private Rented Sector – A Guide for Tenants" before or immediately after completion of the tenancy agreement.	<< >>	<< >>

Marketing when Commercial Units are vacant

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.

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	Service		Included in Management Fee?	Additional Fees payable?
24	When any Commercial Unit become unoccupied, the Manager shall, at the Client's cost, arrange for a suitably qualified commercial valuer to value the Unit for letting on a Lease.	to a valuer	<< >>	<< >>
25	The Manager shall [instruct the Client to] prepare particulars of the Commercial Unit, including a written description [and photographs], and, once the particulars have been approved by the Client, they shall prepare particulars and add the particulars to the Lease.	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 (inclusive) or a valid exemption certificate is in force on the National PRS Exemption Register.	Commercial Unit's energy efficiency rating (inclusive) or a valid exemption certificate is in force	<< >>	<< >>
28	The Manager shall [instruct the Client 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	<< >>	<< >>
29	The Manager shall [instruct the Client to] negotiate terms with potential tenants with a view to securing a tenancy interest in occupying a Commercial Unit.	to] negotiate terms with potential tenants	<< >>	<< >>
30	The Manager shall [instruct the Client to] ensure that the references are appropriate and that the references are up to date.	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	<< >>	<< >>
32	The Manager shall [instruct the Client to] provide them with reasonable assistance in the completion of a Lease.	se and	<< >>	<< >>
33	The Manager shall sign any Lease on behalf of the Client.	on behalf of the Client		

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	behalf of the Client if the Client do so.	to	<< >>	<< >>
34	The Manager shall not permit the Commercial Unit until a Lease	a	<< >>	<< >>
35	If so required by the Client, and documentation being complete, the Tenant, the Manager shall deal with the stakeholder and shall deal as required by the terms of his agreement.	ary he as as er.	<< >>	<< >>

Day-to-day management of the Property

	Service		Included in Management Fee?	Additional Fees payable?
36	Subject to the Client providing necessary information (such as the relevant providers and the relevant Business Rates department and other service providers) the Manager shall notify the Local Authority 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 (as a Tenant) the Manager shall pay the bills for the Properties 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 Council Tax, Business Rates and other service charges and other service charges insofar as the Unit is unoccupied; c. the Manager shall pay the Council Tax, Business Rates and other service charges and other service charges insofar as the Unit is unoccupied; 	of a y a the to uch and and uch n a ice nt's any the ion the ave ms	<< >>	<< >>

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	<p>d. the Manager shall pay insurance of the Property (if the Client is not able to arrange for the same);</p> <p>e. the Manager shall not pay for any loss or damage to the Property if it has received an invoice from the Client;</p> <p>f. the Manager shall be responsible for paying all invoices and demands for services and repairs to the Property;</p> <p>g. the Client may instruct the Manager to take any action in relation to some or all of the types of services listed above.</p>		
38	The Manager shall demand and receive all sums due from a Tenant in accordance with the terms of the tenancy agreement.	in or	<< >>
39	<p>If Rent or other sum due is not paid within 10 Days after falling due:</p> <p>a. the Manager shall not attempt to obtain payment by phone calls, visiting the relevant premises or by three arrears letters;</p> <p>b. if the Rent or other sum due is not paid within these steps, the Manager shall advise the Client of the next steps to be taken;</p> <p>c. the Manager shall, if required, at the Client's cost, [instruct a professional to] take the necessary action on behalf of the Client.</p>	<p>ess</p> <p>shall</p> <p>one</p> <p>to</p> <p>ing</p> <p>and</p> <p>ken</p> <p>d at</p> <p>ied</p> <p>the</p>	<< >>
40	The Manager shall inspect the Property every six months and shall report its findings to the Client.	six	<< >>
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 non-habitation" as defined in the FFHH Act, the Manager shall:</p> <p>a. advise the Client of the state of the Property and/or the Common Parts and recommend that the Client take the necessary action to put and keep the Property and/or the Common Parts in a state that is fit for habitation as defined in the FFHH Act;</p> <p>b. recommend that the Client take the necessary action to put and keep the Property and/or the Common Parts in a state that is fit for habitation as defined in the FFHH Act;</p>	<p>ble</p> <p>the</p> <p>han</p> <p>ing</p> <p>/or</p> <p>be</p> <p>non</p> <p>as</p> <p>a</p>	<< >>

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	suitably qualified person.			
42	The Manager shall, if requested at the Client's cost, arrange for work on the Property and/or Common Parts (including any works required for these works from the Client to be obtained): 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 law; 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 en	<< >>	<< >>
43	The Manager shall, if requested at the Client's cost, conduct more inspections of the Properties and shall report its findings to the Client.	the the	<< >>	<< >>
44	The Manager shall: 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 take steps to remedy the breach by making telephone calls to the relevant Unit and sending up to three written notices to the Tenant; 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 to remedy the breach.	s of the by Unit fter ise ost, ake	<< >>	<< >>
45	The Manager shall advise the Client of any breach of a Lease or tenancy agreement by the Tenant or by other tenants of the Properties.	sed the	<< >>	<< >>
46	The Manager shall be responsible for the day-to-day management of the Properties, including maintenance and replacement of: a. the cost of any replacements shall be borne by the Client.	day irs, or	<< >>	<< >>

	<p>b. if the work is listed in the maintenance schedule approved by the client and referred to in paragraph 39 the Manager may arrange for the work to be done without reference to the Client;</p> <p>c. if the work is not listed in the maintenance schedule and the cost of the work on any one occasion is less than £<<insert amount, e.g. 100>> the Manager may arrange for the work to be done without reference to the Client;</p> <p>d. if the work is not listed in the maintenance schedule and the cost of the work on any one occasion is £<<insert amount, e.g. 100>> or more the Manager shall contact the Client to obtain permission to proceed with the work;</p> <p>e. if the work needs to be done urgently and it is not practicable to obtain the Client's permission the Manager may arrange for the work to be done without the permission of the Client;</p> <p>f. unless agreed otherwise in writing between the Manager and the Client, the Manager is not responsible for arranging major repairs or maintenance or the replacement of items costing more than £<<insert amount, e.g. 500>>. The Manager may charge a fee for its time spent arranging and overseeing such work.</p>		
47	The Manager shall on behalf of the Client enter into such contracts for maintenance, repairs, replacement of items, cleaning, gardening and other services as the Manager considers necessary or desirable for the proper management of the Properties [, subject to the Manager obtaining the Client's prior approval in writing of each contract].	<< >>	<< >>

Strategic management and advice

	Service	Included in Management Fee?	Additional Fees payable?
48	The Manager shall within << >> Business Days of the Commencement Date prepare a suggested maintenance schedule for the Properties setting out a programme and a budget for maintenance work, repairs, replacement of items and provision of services (including but not limited to cleaning and gardening) during the Term.	<< >>	<< >>

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49	If a service charge is payable the Manager shall: a. prepare an annual budget for the Client; b. issue invoices to and collect payments from relevant Tenants; c. maintain appropriate records of the service charge.	the	<< >>	<< >>
50	Once the Client has approved the maintenance schedule, the Manager shall: a. implement the programme; b. review the programme every 12 months and advise the Client if any changes are required; c. amend the maintenance schedule following any review of the programme.	nts	<< >>	<< >>
51	The Manager shall advise the Client if it is necessary to carry out new safety checks in order to comply with the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1987 (for appliances purchased before 1/1/87), the Electrical Equipment (Safety) Regulations 2001 (for appliances purchased on or after 1/1/01), and the Electrical Safety Standards Group (England) Regulations 2015. The Manager shall arrange for the necessary checks to be carried out at the Client's cost, if requested.	t is ety s in 98, (for the (for 6), ted hall at	<< >>	<< >>
52	The Manager shall notify the Client of any changes to the laws and regulations relating to residential or commercial premises and shall notify the Client if it becomes aware of any changes to those laws or regulations in force. The Manager shall arrange for any necessary works to be taken, at the Client's cost.	to ies with y of The ion the	<< >>	<< >>
53	The Manager shall make a reasonable effort to advise the Client at all reasonable times of any changes to the notice for the purposes of the lease relating to the Properties.	e to ble ice	<< >>	<< >>

SCHEDULE 3

<<Insert complete details of all the Provisions of this Agreement. The provisions below are intended to suit the circumstances.>>

Fee structure

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

Float held by Manager

2. On the Commencement Date the Client shall provide the Manager with a float of £<<Insert Amount, e.g. 2,000>> to meet expenditure on behalf of the Client in accordance with clause 4.1.
3. When requested by the Manager the Client shall provide further sums of money to the float so that it remains at £<<Insert Amount, e.g. 500 per Property>>.

Provision of statements, invoices and receipts

4. The Manager shall within <<Insert Period>> after the end of each month during the Term and for so long as necessary to enable the Client to prepare its accounts 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 amount of the invoice within <<Insert Period>> Business Days; and
 - b. retain such amount of the Fees as is necessary to reimburse all expenditure and top up the float up to £<<Insert Amount, e.g. 500 per Property>>; and
 - c. remit the balance to the Client within <<Insert Period>> Business Days.
6. If there are insufficient funds to meet 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 sum to the Client within <<Insert Period>> Business Days.

Default Fees

7. The Client has a legitimate times for repairs to the Property e.g. Month, Quarter>> the Manager shall pay to the Client

achievement of the target response schedule 4. If in any <<Insert Period, those target response times the Client shall be charged as follows:

Category of repair	Attend within
	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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SCHEDULE 4

Service Levels

<<Provide complete details of the methods or units used to quantify the service levels. The following should be adapted to suit the circumstances of the particular Property.>>

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 by the Financial Conduct Authority.]The Manager shall hold an appropriate indemnity insurance cover.
3. The Manager shall employ staff and shall provide appropriate training for them.
4. The Manager shall maintain a list of contractors and shall select a contractor from this list for work to be done at the Properties. The Manager shall ensure that all 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 be a member of a redress scheme in accordance with the Redress Scheme for Property Agents. The name of the Manager's redress scheme is [The Property Redress Scheme] [The Property Redress Scheme].
7. In accordance with the (Requirement) to Belong to a Government Protection Scheme for Property Agents Regulations 2019 the Manager is a member of a government protection scheme. The name and address of the Manager's scheme is [<<insert name and address of the Manager's scheme>>]. A copy of the Manager's certificate of membership of the client money protection scheme may be obtained on request.
8. The Manager shall operate a complaints procedure. A copy of the procedure can be obtained from <<Name>> or by emailing <<Email Address>>.
9. The Manager's office address is <<Address>>.
10. The Manager's email address is <<Email Address>>.
11. The Manager's office telephone number is <<Telephone Number>>.
12. The Manager's office fax number is <<Fax Number>>.
13. The Manager's office opening hours are <<Opening Hours>>. Outside of these hours the Manager can be contacted on <<telephone number>>.
14. The Manager shall acknowledge receipt of any correspondence relating to the Properties (whether from the Client, a Tenant or a Landlord) in <<e.g. 5>> Business Days of receipt.

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including, where relevant, the following are examples only and

in accordance with the specification,

Financial Conduct Authority.]The appropriate indemnity insurance cover.

staff and shall provide appropriate

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.

services and shall regularly review its practices with a view to maintaining the quality of its performance.

in accordance with the Redress Scheme for Property Agents. The name of the Manager's redress scheme is [The Property Redress Scheme] [The Property Redress Scheme].

in Schemes for Property Agents Regulations 2019 the Manager is a member of a government protection scheme. The name and address of the Manager's scheme is [<<insert name and address of the Manager's scheme>>]. A copy of the Manager's certificate of membership of the client money protection scheme may be obtained on request.

procedure. A copy of the procedure can be obtained from <<Name>> or by emailing <<Email Address>>.

The Manager's office address is <<Address>>.

The Manager's email address is <<Email Address>>.

The Manager's office telephone number is <<Telephone Number>>.

The Manager's office fax number is <<Fax Number>>.

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

relating to the Properties (whether from the Client, a Tenant or a Landlord) in <<e.g. 5>> Business Days of receipt.

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15. The Manager shall where p within <<e.g. 10>> Busin substantive response withi date by which a substantiv for the delay in responding

ntive response to correspondence it is not possible to provide a nager shall advise the writer of the ed and shall explain the reason(s)

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16. The office telephone shall within <<4>> hours. Calls Day.

and voicemails will be listened to ame day or on the next Business

17. Emergency calls to the out

per shall be answered promptly.

18. The following target respon

the following situations:

- a. Emergency repairs within << >> hours
- b. Urgent repairs: Atte required); complete
- c. Non-urgent repairs approval, if required

ours of notification; complete work of notification (or Client approval, if > days of notification (or Client > days.

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Performance Monitoring

<<Provide a specification detailing standard system is to be used, inc way of example only.>>

be monitored and measured. If a m. The following provisions are by

The Manager shall keep records o

n to the provision of the Services.

The records must be kept in a wa to assess performance of each as of the Service Levels set out abov

ger's Performance Representative cification in Schedule 1 and each

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The records must include:

- evidence of Financial Cond
- evidence of professional in
- details of staff qualifications
- list of approved contractors
- copies of all documents pre
- copies of written communio time details;
- records of telephone cal including notes of the conte
- notes of conversations and and time details;
- records of financial transac
- a log of repair and mainte reports made, actions take
- any other details required i

on; ; entation; lation to the Services;) received and sent, with date and ages received and calls made, and time details; ections undertaken, including date and dealt with, including details of of the Services to be monitored.

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Performance Report

<<Provide a specification / timetable for recording performance>>

Submission of Performance Reports

<<Provide a timetable for the collection of Performance Reports, and the submission of Performance Reports to the Performance Representatives. The following procedure shall apply as an example only.>>

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

The Manager shall submit Performance Reports to the Client's Representative and the Manager's Representative <<In accordance with the Business Days>> in advance of the meetings to be held in accordance with the Performance Report which will be used for

the Report which will be used for

the compilation of Performance Reports to the Performance Representatives. The following procedure shall apply as an example only.>>

to the Manager's Performance Reports.

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

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SCHEDULE 5

Client's Obligations

<<Insert details. The obligations listed below may be amended, deleted or added to depending on the circumstances.>>

1. The Client confirms that the Commercial Units on Lease are tenanted on a lease or tenancy. In particular the Client confirms that:

- a. any consent required from the superior landlord under the terms of the Client's lease;
- b. any consent required from the superior landlord;
- c. any consent required from the superior landlord;

has been obtained or will be obtained before the lease or tenancy agreement is signed.

2. The Client shall provide the Manager with a list of all keys for the Properties and confirm that the Manager has access to all the keys as necessary.

3. The Client shall ensure that the Properties comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.

4. The Client understands the requirements of the Gas Safety (Installation and Use) Regulations 1998. In particular:

- a. the Client shall before the commencement of the lease or tenancy:
 - i. provide the Manager with a copy of the report from the last annual safety check carried out by a registered engineer (which must be less than 12 months old);
 - ii. instruct the Manager to arrange for an engineer to carry out the check and any remedial work (at the Client's expense).
- b. the Client shall, before the Tenant is to re-occupy the Property after the expiry date of the previous annual safety check (but only if the check is due for renewal on or after the expiry date), either:
 - i. provide the Manager with a copy of the next annual safety check carried out by a registered engineer; or
 - ii. instruct the Manager to arrange for an engineer to carry out the check and any remedial work (at the Client's expense) before the expiry date.

5. The Client understands the requirements of the Electrical Equipment (Safety) Regulations 1994 (as amended) (the Regulations) and the Electrical Equipment (Safety) Regulations 2016 (for electrical equipment purchased on or after 08 December 2016) and the Electrical Equipment (Safety) Regulations 2016 (for electrical equipment purchased before 08 December 2016):

- a. the Client shall ensure that the Electrical Equipment provided by the Client at the Properties complies with the Regulations.

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

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

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

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

a. the Client shall arrange for a qualified and competent person to carry out a periodic electrical installation at the Property at intervals specified in the report.

the Client shall arrange for a qualified and competent person to carry out a periodic electrical installation at the Property at intervals specified in the report.

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

provide a copy of the most recent 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 existing tenant, and if requested by the local housing authority, within 28 days of the work being carried out.

for existing tenancies, the Client shall provide a copy of the report to the existing tenant, and if requested by the local housing authority, within 28 days of the work being carried out.

d. the Client and Manager shall ensure that the report and give it to the person carrying out the next periodic electrical installation.

the Client and Manager shall ensure that the report and give it to the person carrying out the next periodic electrical installation.

e. the Client shall supply a copy of the most recent report to: 1) a prospective tenant within 28 days of a tenancy agreement being entered into;

the Client shall supply a copy of the most recent report to: 1) a prospective tenant within 28 days of a tenancy agreement being entered into;

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

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

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

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

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

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

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

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

9. The Client is aware of the obligations under 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 under 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 statutory obligations placed on residential landlords by the Landlord and Tenant (FW) Act. The Client shall comply with those obligations in a timely manner with any notice or order issued by the local authority.

The Client is aware of the statutory obligations placed on residential landlords by the Landlord and Tenant (FW) Act. The Client shall comply with those obligations in a timely manner with any notice or order issued by the local authority.

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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 set out in particular:

- a. the Client shall before the start of the tenancy:
 - i. confirm in writing to the Landlord that all necessary smoke and carbon monoxide alarms are installed at the property; or
 - ii. instruct the Landlord to have the necessary alarms to be installed (at the cost of the Client).
- b. the Client shall either:
 - i. check that every alarm is working order on the day a new tenancy begins; or
 - ii. instruct the Landlord 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 under the Smoke and Carbon Monoxide Alarm Regulations 2015; or
 - ii. instruct the Landlord to carry out remedial action (at the cost of the Client).

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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.

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13. The Client shall notify the Landlord if they or their partner becomes a non-UK resident and the Landlord shall comply with Rent in accordance with the Non-Resident Landlords Scheme administered by HM Revenue & Customs.

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