

**(1) <<Name of Company>>**

**(2) <<Name of Manager>>**

## **MANAGEMENT SERVICES AGREEMENT**

A **MANAGEMENT SERVICES AGREEMENT** dated \_\_\_\_\_ and made

**BETWEEN:**

- 1) <<Insert Company name>>, a company registered in England and Wales under number <<Insert Company number>> whose registered office is at <<Insert Company's Registered office>> (the "**Company**")
- 2) <<Insert Manager's name>> a company registered in England and Wales under number <<Insert Manager's Company number>> whose registered office is at <<Insert Manager's Registered office>> (the "**Manager**")

**BACKGROUND:**

The Company wishes to engage a manager to provide certain management and administrative support services to the Company on the terms and subject to the conditions as set out in this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

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

<b>"Application"</b>	means an application, filing, notice or other communication or document which is made or sent by the Manager to a Recipient;
<b>"Board"</b>	means the board of directors of the Company as constituted from time to time;
<b>"Business"</b>	means the business of the Company being <<insert description of the business>> and such other business as may be determined from time to time by the Board in accordance with this Agreement;
<b>"Business Day"</b>	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>;
<b>"Charges"</b>	means the taxes, charges, duties and fees that the Company is liable to pay to third parties as a result of the Manager performing the Services;
<b>"Commencement Date"</b>	means the date on which provision of the Services shall commence being <<insert date>>, as set out in sub-Clause 2.2;

# S A M P L E

**“Confidential Information”**

either Party, information of either Party by the other Party in connection with this Agreement in writing or any other medium, whether such information is expressly identified as such or marked as such);

**“Contracts”**

and agreements listed in

**“Fee”**

of <<£ insert amount>> or more, the Party may be notified by the other Party in writing prior to the start of the year;

**“Recipient”**

for regulatory authority or other authority with an Application is made or in connection with any other body, including amongst other bodies,

**“Required Information”**

and documents which the Party provides to the Manager in connection with the Services as set out in

**“Services”**

and administrative services provided by the Manager to the Party as set out in this Agreement; and

**“Term”**

of this Agreement as set out in

1.2 Unless the context otherwise requires, the following definitions apply:

used in this Agreement to:

1.2.1 “writing”, and any other form of communication effected by any means, including electronic or similar means;

includes a reference to any document, whether in facsimile transmission or otherwise;

1.2.2 a statute or a provision of a statute or a provision as amended or re-enacted;

reference to that statute or provision shall be to that statute or provision as in force at the relevant time;

1.2.3 “this Agreement” is this Agreement and each of the Schedules as amended or re-enacted;

reference to this Agreement shall be to this Agreement and each of the Schedules as in force at the relevant time;

1.2.4 a Schedule is a schedule to this Agreement;

and

1.2.5 a Clause or paragraph is a Clause or paragraph of this Agreement (other than the Schedules);

reference to a Clause of this Agreement shall be to that Clause of this Agreement and the relevant Schedule.

1.2.6 a “Party” or the “Parties” means the Party or Parties to this Agreement.

reference to this Agreement.

1.3 The headings used in this Agreement shall be for convenience only and shall have no effect upon the interpretation of this Agreement.

reference to this Agreement shall be for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular shall include the plural and vice versa.

reference to the plural and vice versa.

1.5 References to any gender shall include the other gender.

reference to the other gender.

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1.6 References to persons shall

**2. Appointment and Effective Date**

2.1 The Company hereby confirms the Manager to provide the Services subject to the terms set out in this Agreement. The Manager accepts such appointment.

2.2 With effect from the Commencement Date, the Manager shall, throughout the Term of this Agreement, provide the Services to the Company.

2.3 The Services are as the Company may from time to time specify to the Manager. Notwithstanding the foregoing, the Parties have agreed that the Services as set out in Clause 2.1 shall form the basis of the Services to be provided on the Commencement Date.

**3. Board of Directors**

3.1 The Manager shall always act in the direction of the Board and within any authority given to the Manager by the Board in providing Services under this Agreement.

3.2 The Board may revoke any authority given to the Manager at any time in its sole discretion.

3.3 For clarity, unless expressly provided otherwise, the authority of the Board is delegated to the Manager by this Agreement.

**4. Provision of the Services**

4.1 The Manager shall provide the Services with reasonable skill and care.

4.2 The Manager shall not give any instructions as are referred to in Clause 5.4.

4.3 The Manager shall refer any matters to the Board for its decision.

4.4 Unless the Parties agree otherwise, the Manager shall be exclusively responsible for organising where, when, how and by whom the Services are performed. For the avoidance of doubt, the Manager may decide that certain Services or aspects of the Services shall be provided at the Company's premises, and the Company will provide any facilities at its premises which the Manager reasonably requires, but it is not the Manager's responsibility to perform any of the Services on a regular basis or at any particular day/s or time/s or otherwise.

4.5 The Company shall not supervise, control the Manager or any employee or agent of the Manager in providing the Services nor shall the Company be liable for any claims made by the Company and such employees' and agents of the Company arising out of the Services are at all times under the Manager's direction and control.

4.6 The Manager shall liaise with the Company to ensure that due account is taken of the Company's requirements and instructions in respect of the Services and the specification of Services to be provided in accordance with all reasonable instructions given by the Company provided such instructions do not conflict with the requirements and instructions set out in sub-Clauses 4.4 and 4.5.

4.7 The Manager shall be responsible for ensuring that it complies with all

# S A M P L E

statutes, regulations and standards, including any licences that apply to the provision of the Services.

4.8 The Manager shall, in performing the Services, order, protect and promote the Company's interests and act in accordance with professional management practice.

4.9 [The Manager may, in relation to the Services, act on the Company's behalf under this Agreement but shall be bound by the terms of this Agreement from time to time.]

4.10 The Services shall be performed by the Manager or employees or agents of the Manager as the Manager may determine from time to time as the most appropriate to carry out those Services.

4.11 The Manager shall be entitled to employ or engage through any other member or skilled sub-contractors. Any act or omission shall, for the purposes of this Agreement, be treated as if it were an act or omission of the Manager.

4.12 The Manager can at any time provide Services to other clients which are the same as or similar to any of the Services.

## 5. Obligations of the Company

5.1 The Company shall provide the Required Information as soon as possible after the occurrence of the events, transactions or actions (of the type set out in the Required Information).

5.2 The Company acknowledges that if the Required Information is not provided in an appropriate form and within the time specified, the Manager may refuse to prepare the required documentation, forms or applications as part of performing the Services;

a) the Manager may refuse to prepare the required documentation, forms or applications as part of performing the Services;

b) it may not be possible to file the Applications with or to the relevant authorities if the Required Information is not accepted or the filing can only be made late; and

c) the Company may not be able to file the Applications with or to the relevant authorities if the Required Information is not accepted or the filing can only be made late; and

d) the Company may, as a result of the Manager's refusal, be required to pay penalties or fines and may be open to proceedings.

5.3 The Company shall comply with all relevant statutes and regulations, in particular the provisions of the Companies Act 2006.

5.4 Nothing (in this Agreement or any other agreement by the Company) shall prevent the Company from otherwise complying with or acting in accordance with the instructions given by the Manager to the Company, the Company's directors or officers in the course of its Business.

## 6. Fees, Payment and Records

6.1 In consideration for the Services, the Company shall pay the Fee to the Manager in accordance with the terms of clause 6.

6.2 The Company shall also be liable to pay the Fee to the Manager in accordance with the terms of clause 6.

# S A M P L E

- 6.3 The Manager shall invoice the Company in accordance with the provisions of Clause 6.2 and Charges due in accordance with the provisions of Clause 6.2.
- 6.4 All payments required to be made pursuant to this Agreement shall be made within <<insert period>> Business Days of the date of the relevant invoice.
- 6.5 All payments required to be made pursuant to this Agreement shall be made in <<insert currency, e.g £ sterling>> to such bank in <<insert location>> as the Manager may determine from time to time.
- 6.6 Where any payment pursuant to this Agreement 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.
- 6.7 Without prejudice to sub-Clause 6.4, sums which remain unpaid following the expiry of the period specified in Clause 6.4 shall incur interest on a daily basis at <<insert interest rate>> the base rate of <<insert name of bank>> from time to time until the same are made in full of any such outstanding sums.
- 6.8 The Manager shall:
- 6.8.1 keep, or procure the Company to keep, such records and books of account as are necessary for the proper conduct of the business and pursuant to this Agreement;
  - 6.8.2 allow the Company or its employees to inspect and copy such records and books of account to the extent that they relate to the business of the Company and those sums, to take copies of them; and
  - 6.8.3 [within <<insert period>>, obtain at its own expense from each <<insert interval>>, a certificate as to the amount of any sums payable and the other Party an auditors' certificate as to the amount of any sums payable <<insert interval>>.]

## 7. Liability, Indemnity and Insurance

- 7.1 In the event that the Manager fails to perform its duties with reasonable care and skill it shall carry out any remedial action at no additional cost to the Company.
- 7.2 The Manager's total liability for negligence or breach of this Agreement shall be limited to the amount of the sum caused as a result of its negligence or breach of this Agreement up to £<<insert sum>>.
- 7.3 The Manager shall not be liable for any damage suffered by the Company that results from the Company's failure to follow any instructions given by the Manager.
- 7.4 Nothing in this Agreement shall limit or exclude the Manager's liability for death or personal injury.
- 7.5 Subject to sub-Clause 7.2 the Manager shall indemnify the Company against any and all costs, liability, damages and expenses incurred by the Company arising out of the Manager's breach of this Agreement.
- 7.6 The Company shall indemnify the Manager against any costs, liability, damages, loss, claims or expenses incurred by the Manager or any parties appointed by the Manager in connection with the performance of their duties as employees.

## 8. Confidentiality

- 8.1 Each Party undertakes that it shall not disclose any Confidential Information to any other party, or use any Confidential Information for any purpose other than as contemplated by and for the purposes of this Agreement, or make any copies of or part with possession of any Confidential Information, or ensure that none of its employees, agents, subcontractors or advisors, if done by that Party, would be a breach of any of the sub-Clauses 8.1.1 to 8.1.4 above.
- 8.1.1 keep confidential all Confidential Information;
- 8.1.2 not disclose any Confidential Information to any other party;
- 8.1.3 not use any Confidential Information for any purpose other than as contemplated by and for the purposes of this Agreement;
- 8.1.4 not make any copies of or part with possession of any Confidential Information;
- 8.1.5 ensure that none of its employees, agents, subcontractors or advisors, if done by that Party, would be a breach of any of the sub-Clauses 8.1.1 to 8.1.4 above.
- 8.2 Either Party may:
- 8.2.1 disclose any Confidential Information to:
- 8.2.1.1 any subcontractor of the Party;
- 8.2.1.2 any governmental authority or regulatory body; or
- 8.2.1.3 any employee, agent, contractor or advisor of the Party or of any of the subcontractors of the Party;
- to such extent only as is necessary for the purposes contemplated by this Agreement (including the provision of the Services), or as required by law. In any case that Party shall first inform the person or body to whom the Confidential Information is confidential and (where applicable) the officer of any such body under sub-Clause 8.2.1.1 to 8.2.1.3 that person or body unless that Party has first obtained the written consent of the other Party or body in question. Such consent shall be in the terms of this Clause 8, to keep the Confidential Information confidential and so that it is to be used only for the purposes for which the disclosure is made; and
- 8.2.2 use any Confidential Information for any purpose, or disclose it to any other person or body, if at the date of this Agreement, or at any time thereafter, such use or disclosure, through no fault of the Party, is or becomes, public knowledge or confidential information that is not public knowledge.
- 8.3 The provisions of this Clause shall not apply in accordance with their terms, notwithstanding the terms of any other agreement for any reason.

## 9. Force Majeure

- 9.1 Neither Party to this Agreement shall be liable for any such failure to perform their obligations or to be in breach of this Agreement by reason of an event or circumstance arising from any cause that is



beyond the reasonable cont

9.2 The Party affected by such  
in writing when such circum  
and when they cease to  
continuous period of more  
Agreement by written notice

romptly notify the other Party  
or failure in performance  
instances continue for a  
Party may terminate this

**10. Term and Termination**

10.1 This Agreement shall come  
and shall continue for a Te  
the provisions of this Clause

Commencement Date>>  
from that date, subject to

10.2 Either Party shall have the  
other Party and exercisable  
written notice to the other a  
in sub-Clause 10.1 (or any  
extended pursuant to this  
period of <<insert period>>.

ement and consent of the  
<<insert notice period>>  
piry of the Term specified  
this Agreement has been  
Agreement for a further

10.3 Either Party may terminate  
<<insert notice period>> w  
<<insert minimum term of a

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

10.4 Either Party may immediat  
notice to the other Party if:

reement by giving written

10.4.1 any sum owing to  
provisions of this A  
Business Days of the

Party under any of the  
within <<insert period>>

10.4.2 the other Party com  
this Agreement and,  
it within <<insert pe  
notice giving full p  
remedied;

f any of the provisions of  
of remedy, fails to remedy  
after being given written  
and requiring it to be

10.4.3 an encumbrancer ta  
company, a receiver  
that other Party;

ere the other Party is a  
the property or assets of

10.4.4 the other Party make  
being a company, b  
the meaning of the Ir

ment with its creditors or,  
administration order (within

10.4.5 the other Party, bei  
made against it or, b  
the purposes of bona  
a manner that the co  
bound by or assume  
this Agreement);

has a bankruptcy order  
into liquidation (except for  
e-construction and in such  
m effectively agrees to be  
on that other Party under

10.4.6 anything analogous  
jurisdiction occurs in

g under the law of any  
y;

10.4.7 that other Party ceas

e, to carry on business; or

10.4.8 control of that other  
persons not having  
Agreement. For th

any person or connected  
party on the date of this  
ause 10, "control" and





“connected persons” as defined in Sections 1124 and 1125.

ings ascribed thereto by the Corporation Tax Act 2010.

10.5 For the purposes of sub-Clause 10.4, the Party in breach shall be considered capable of remedy if the Party in breach is able to remedy the breach in all respects.

shall be considered capable of remedy if the Party in breach is able to remedy the breach in all respects.

10.6 The rights to terminate this Agreement shall not be prejudiced by the exercise of this Clause 10 shall not prejudice any other right or remedy available to the Party in respect of the breach concerned (if any) or any other breach of this Agreement.

this Clause 10 shall not prejudice any other right or remedy available to the Party in respect of the breach concerned (if any) or any other breach of this Agreement.

**11. Effects of Termination**

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

any of the provisions of this Agreement shall continue to apply to the period after termination;

11.1 any sum owing by either Party to the other under this Agreement shall become immediately due and payable by the Party owing the same.

all Clauses which, either expressly or by implication, relate to the period after termination, shall remain in full force and effect;

11.2 all Clauses which, either expressly or by implication, relate to the period after termination, shall remain in full force and effect;

11.3 termination shall not affect or prejudice any claim for damages or other remedy which the terminating Party may have in respect of any breach of this Agreement which gave rise to the termination or any other right or remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination.

damages or other remedy which the terminating Party may have in respect of any breach of this Agreement which gave rise to the termination or any other right or remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination.

11.4 subject as provided in this Clause, neither Party shall be liable to the other in respect of any accrued liability to the other; and

subject as provided in this Clause, neither Party shall be liable to the other in respect of any accrued liability to the other; and

11.5 each Party shall (except to the extent otherwise provided) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party all documents in its possession or control which contain or record Confidential Information.

each Party shall (except to the extent otherwise provided) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party all documents in its possession or control which contain or record Confidential Information.

**12. No Waiver**

No failure or delay by either Party in exercising any right or remedy shall be deemed to be a waiver of any provision of this Agreement or a subsequent breach of the same or any other provision of this Agreement.

No failure or delay by either Party in exercising any right or remedy shall be deemed to be a waiver of any provision of this Agreement or a subsequent breach of the same or any other provision of this Agreement.

**13. Further Assurance**

Each Party shall execute and do all such acts and things as may be necessary to carry the provisions of this Agreement into full force and effect.

Each Party shall execute and do all such acts and things as may be necessary to carry the provisions of this Agreement into full force and effect.

**14. Costs**

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

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

**15. Assignment**

Subject to sub-Clause 4.11, this Agreement shall not be assigned, mortgaged, charged (other than by way of mortgage) or otherwise delegate any of its rights or obligations hereunder without the written consent not to be unreasonably withheld.

Subject to sub-Clause 4.11, this Agreement shall not be assigned, mortgaged, charged (other than by way of mortgage) or otherwise delegate any of its rights or obligations hereunder without the written consent not to be unreasonably withheld.

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**16. Time**

16.1 [The Parties agree that all t  
be of the essence of this Ag

to in this Agreement shall

**OR**

16.2 [The Parties agree that the  
for guidance only and are r  
varied by mutual agreement

d to in this Agreement are  
s Agreement and may be

**17. Relationship of the Parties**

17.1 The Manager is engaged by

dependent contractor.

17.2 Nothing in this Agreement s  
of the Manager an employe  
Agreement shall constitute  
venture, agency or other fid  
the contractual relationship

for any employee or agent  
pany, and nothing in this  
stitute a partnership, joint  
between the Parties other than  
this Agreement.

17.3 Neither the Manager nor a  
themselves out as having a  
17.2.

of the Manager shall hold  
s with sub-Clause 17.1 or

**18. Non-Solicitation**

18.1 Neither Party shall, for th  
<<insert period>> after its  
services of any person who  
other Party at any time in  
written consent of that Party

ent and for a period of  
employ or contract the  
otherwise engaged by the  
ent [without the express

18.2 Neither Party shall, for the t  
period>> after its terminati  
Party any customer or Cor  
would cause damage to the  
consent of that Party].

nd for a period of <<insert  
notice away from the other  
solicitation or enticement  
without the express written

**19. Third Party Rights**

19.1 No part of this Agreement is  
accordingly the Contracts (F  
this Agreement.

s on any third parties and  
act 1999 shall not apply to

19.2 Subject to this Clause 19 th  
transferee, successors and

ue and be binding on the  
s required.

**20. Notices**

20.1 All notices under this Agree  
if signed by, or on behalf o  
notice.

nd be deemed duly given  
er of the Party giving the

20.2 Notices shall be deemed to

20.2.1 when delivered, if d  
registered mail) durin

ther messenger (including  
s of the recipient; or

20.2.2 when sent, if trans  
transmission report c

e-mail and a successful  
ated; or

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20.2.3 on the fifth Business Day after the date of receipt, if mailed by national ordinary mail, postage prepaid.

g, if mailed by national

20.2.4 on the tenth Business Day after the date of receipt, if mailed by airmail, postage prepaid.

ng, if mailed by airmail,

In each case notices shall be sent to the last recent address, e-mail address, or facsimile number of the Party.

st recent address, e-mail  
rty.

**21. Entire Agreement**

21.1 This Agreement contains the entire understanding between the Parties with respect to its subject matter and is intended to be the sole and exclusive agreement between the Parties and except by an instrument in writing signed by the duly authorized representatives of the Parties.

between the Parties with  
d except by an instrument  
es of the Parties.

21.2 Each Party acknowledges that it is entering into this Agreement on any representation, warranty or assurance provided in this Agreement, and that it is not relying on any representation, warranty or assurance implied by statute or common law, or otherwise, to the fullest extent permitted by law.

greement, it does not rely  
on except as expressly  
arranties or other terms  
he fullest extent permitted

**22. Counterparts**

This Agreement may be entered into by one or more counterparts and by the Parties to it on separate counterparts, and all such counterparts so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

counterparts and by the  
so executed and delivered  
ll constitute one and the

**23. Severance**

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

greement is found to be  
se provision(s) shall be  
. The remainder of this

**24. Dispute Resolution**

24.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations conducted by their duly appointed representatives who have the authority to settle the dispute.

ising out of or relating to  
appointed representatives

24.2 [If negotiations under subsection 24.1 do not resolve the matter within <<insert period>> of receipt of the notice, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution ("ADR") procedure.

esolve the matter within  
negotiate, the parties will  
gh an agreed Alternative

24.3 [If the ADR procedure under subsection 24.2 does not resolve the matter within <<insert period>> of the date of receipt of the notice, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

es not resolve the matter  
dure, or if either Party will  
ute may be referred to

24.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and the 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 may, upon giving notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of arbitrators and for any decision on rules that may be applicable.

3 shall be England and  
Arbitration Act 1996 and  
es. In the event that the  
the Rules for Arbitration,  
other Party, apply to the  
the Chartered Institute of  
r arbitrators and for any

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24.5 Nothing in this Clause 24 applying to a court for interim

24.6 The Parties hereby agree the dispute resolution under this Parties.

**25. Law and Jurisdiction**

25.1 This Agreement (including all therefrom or associated therewith) shall be governed by and construed in accordance with, the laws of

25.2 Subject to the provisions of this Agreement, any controversy, proceedings or claim between the Parties arising out of or associated therewith (including any non-contractual matters and obligations) shall fall within the jurisdiction of the courts of England and Wales.

**IN WITNESS WHEREOF** this Agreement has been signed and the day and year first before written

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

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



Party or its affiliates from

some of the final method of dispute resolution shall be final and binding on both

ers and obligations arising out of or associated therewith shall be governed by, and construed in

controversy, proceedings or claim between the Parties arising out of or associated therewith (including any non-contractual matters and obligations) shall fall within the jurisdiction of the courts of England and Wales.

ed the day and year first

## Specification of Services<sup>1</sup>

The Manager shall provide the following Services:

### Company Secretarial Services:

1. Maintaining and keeping up to date the Company's registers.<sup>2</sup>
2. Advising the Board as to their duties under statute and the Company's articles of association.
3. Implementing procedures to ensure compliance with director duties and responsibilities.
4. Providing relevant support as required.
5. Facilitating the inspection of the Company's records as are required to be open to inspection.
6. Preparing and filing board and shareholder resolutions.
7. Preparing and circulating notices of Board and shareholder meetings.
8. Preparing and circulating minutes of Board meetings.
9. Notifying the Board in due time of filing statutory notices and returns.
10. Preparing all notices and returns and ensuring their prompt delivery, including but not limited to:
  - a. any change in the Company's name;
  - b. any change in the Company's registered office;
  - c. the appointment and resignation of directors;
  - d. copies of resolutions and agreements of the Board;
  - e. a change in the accounting reference date;
  - f. the return of allotment of shares;
  - g. the statement of capital;
  - h. updates on information regarding persons with significant control (PSCs);
  - i. registrable charges;
  - j. the confirmation statement.
11. Liaising with the auditors as required for the preparation and filing of the Company's annual accounts and ensuring the auditor by keeping such books of account and ledgers as may be required for the day to day accounts management of the Business.

<sup>1</sup> The Services can be as extensive or limited as the parties agree, provided that the Manager has the relevant authorisations and licences in place, for the purposes of the Services.

<sup>2</sup> This includes the Register of People with Significant Control (PSCs).

12. Distributing the annual accounts appropriate with Companies House
13. Preparing and issuing share certificates
14. Accepting receipt of and (except for material, which it shall be entitled to forward to the Company) promptly forwarding to the Company all letters received by the Company and promptly informing the Company of any writ or summons.
15. Open and inspect all such letters and documents mentioned in 14 above.
16. [Establish and] Maintain an adequate archive either (or both) in electronic or physical form of all documents mentioned in 14 above.

**[Bank Accounts & Treasury Services:**

17. Operate the Company's bank accounts. The Board from time to time shall approve the Manager may be entitled to open bank accounts and all such contracts and agreements by the banks and others for this purpose.
18. Collect all amounts due from third parties and establish efficient procedures for recovering overdue amounts.
19. Arrange for the Company to settle its liabilities when they fall due, while pursuing a satisfactory resolution on the Company's behalf.

**Financing:**

20. Assist the Company in all matters relating to the financing of the Company's activities, including the identification and negotiation of financing arrangements.

**Insurance:**

21. Provide general advice and assistance in the procurement of relevant insurance in relation to the Company's activities.

**Contracts:**

22. Assist the Company in the negotiation and management of the Company's contracts.

**Other Administrative Services:**

23. The following general administrative services shall be provided to the Company on behalf of the Business:
  - a. [health and safety compliance]
  - b. [data protection compliance]

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and ensuring its filing as

promptly unsolicited advertising (or a reasonable interval) communication addressed to the receipt of any writ or

mentioned in 14 above.

archive either (or both) in Business.

with such principles as the authorisation, the Manager's name and enter into agreements as shall be required

on the Company's behalf and following up any

payable to third parties as a dispute in relation thereto

financing of the Company's financing and negotiation

in the procurement of

and management of the

ent of the Business:

- c. [managing PAYE payroll];
- d. [managing VAT registration];
- e. [managing employee share schemes];
- f. [managing the Company's public relations];
- g. [marketing services]; and
- h. [<<insert others>>].

24. <<insert other duties to be included>>

The Services shall not extend to any other services not provided for in this Schedule unless expressly agreed between the Parties. Clause 3 of the Agreement [, and the Manager shall not prepare [or file] the Company's accounts [or any of the Charges]<sup>3</sup>.

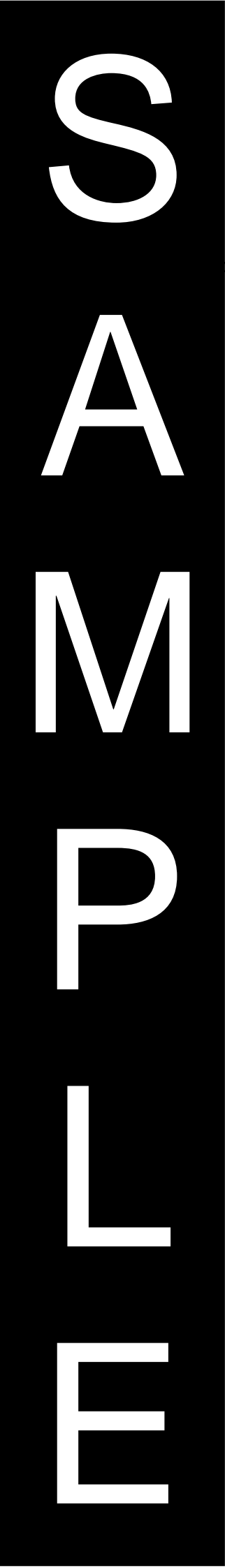
S  
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<sup>3</sup> This will depend on the account services agreed to be provided and whether the company has an auditor.

SC

**Fees and Payment**

<<Insert complete details of all fees and payment terms under this Agreement>>



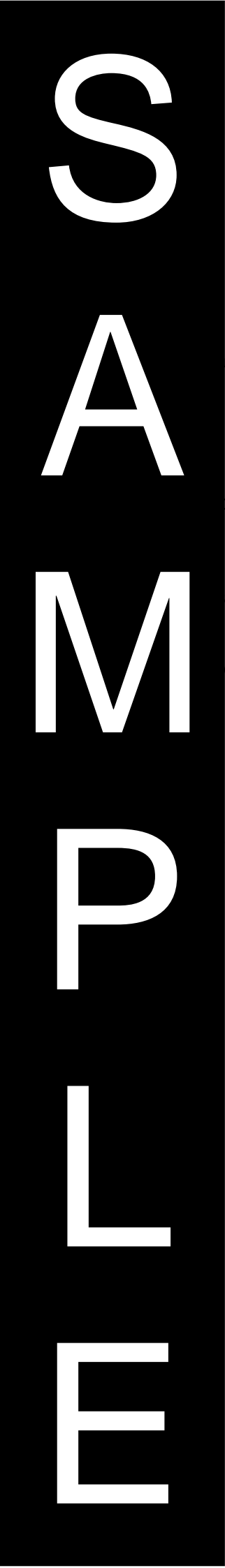


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### Required Information

Information required concerning events an

1. Meetings of the shareholders.
2. Meetings of the Board (including an rd).
3. Resolutions of the Board.
4. Resolutions of the shareholders.
5. Changes in the composition of the any.
6. Changes in the composition of the
7. Changes in the details recorded o , directors and/or people with significant control (PSCs).
8. The issue, transfer, cancellation, dation or sub-division of shares.
9. [The Company's bank accounts.
10. Any financing arrangements that th into.
11. Any insurance arrangements that th s.]
12. <<Others>>.



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**Contracts**

<<List Contracts>>

