



Urang Property Management Agreement

The Property:

XXXXXXXXXXXX

Parties:

Urang Property Management Ltd, **as Managing Agent**, of 196 New Kings Road, London SW6 4NF

XXXXXXXXXXXX

as Client.

Service Provided by Urang:

The core services provided are as follows:

1. The submission of demands for service charges due from Leaseholders in accordance with the lease terms, and ensuring, as far as possible, that accounts are paid up to date, and where appropriate contributions to reserves are made.
2. Dealing with all out-goings from the service charge account in respect of day to day repairs and maintenance to structure, plant, fixtures, fittings and equipment, and making payments of authorised and appropriate bills where funds are available.
3. Employing required cleaning, gardening, portering and other staff (excluding advertising and agency expenses) and effecting appropriate supervision and management of such staff, or retaining such staff as are already employed in these capacities. Such staff to be directly employed and contracted by the Client.
4. The arrangement and supervision of maintenance contracts in relation to all common parts including any entry phones, cleaning, gardening, aerial, fire extinguishers, drain clearance, and maintenance of existing contracts as required by the Client for the benefit of the Leaseholders.
5. Making periodical visits to the property to ensure proper day to day running and to inspect the building's general condition and state of repair and ensure regular maintenance.
6. Attending to normal routine enquiries from the Client and Leaseholders. Urang seeks to respond to all such queries as quickly as possible in order to provide an excellent level of service on behalf of the Client/ Residents' Management Company/Residents Association.

7. Keeping files and records relating to the property, including details of payments made and received, agreements entered into on behalf of the Client and any changes in ownership.
8. Preparation of the annual service charge accounts for auditing where appropriate, liaising with the Client/Freeholder or Residents' Association's accountants for auditing purposes. The cost of the auditor is not included in our management fee.
9. Submission to the Leaseholders of a summary of accounts of income and expenditure in accordance with the terms of the lease and statutory requirements, showing details of any under or over expenditure as against the budgeted values, as well as the debits and credits for each Leaseholder.
10. Preparation of the budget for the coming service charge year in consultation with the Client and any recognised Residents' Association where appropriate.
11. Liaising with the Client, Freeholder and Leaseholders, attending meetings as required or agreed under the terms of the contract, including within reason, periodic Resident Association or Client meetings as well as the AGM of any Resident Management Company, where applicable.
12. Administering any reserve funds. Monies collected for reserve funds or major works will be held in an appropriate interest bearing account, with instant, or near instant, access and according to the terms of the lease.
13. Ensuring compliance with terms of leases and other statutory requirements in relation to the Property.
14. Administering appropriate and competitive building and, where appropriate, other insurances including Public Liability for staff, boiler and lift insurance. Urang is registered with the FCA and may earn commission on placing insurance to cover the cost of this registration and the time spent administering claims, but only on the basis that this does not increase the cost of the insurance to the Client.
15. Instructing and providing information to solicitors in relation to unpaid service charges and ground rents, breaches of lease and other matters requiring solicitor's services. The charge for which will be borne by the leaseholder, as specified in the lease, or by the client in any action taken in respect of breaches and recovery of which sum should be applied for during any such action and as directed by a court.
16. Advising generally on management policy. Informing Clients on new legislation in respect of leasehold law, health & safety and employment law.
17. Providing as per the terms of the lease and current requirements of the Landlord and Tenant Acts 1985 and 1987 and Commonhold and Leasehold Reform Act 2002 policies, receipts and other documents or additional copies of accounts as requested. The provision of answers to solicitors' enquiries in the event of a transfer of ownership will generally incur a fixed separate charge, to be borne by the applicant on behalf of the vendor.
18. Putting out to tender, recommending, proposing and supervision of large building works and common parts major works on behalf of the Client, as per the Section 20 requirements of Commonhold & Leasehold Reform Act 2002, as and when required or according to the cyclical nature of the lease terms.

19. General availability on a 7 day basis to assist in sorting out emergency property problems.

Services Not Included

Our service does not include items such as preparation of lease plans, re-letting of premises, management of let premises, professional services in relation to rating, applications for Freeholder's consent to assignments, applications for Freeholder's consent to sub-lettings, changes of use, determinations of fair rent under the Rent Act 1977, large insurance claims relating to the Freeholder, applications for grants, valuations for annual or capital values, attending court hearings and giving evidence if required in relation to recovery of service charges, rent or other charges, preparing schedules of dilapidations or condition, or the consideration of applications by Leaseholders to carry out alterations. All the above are exceptional and may be carried out but on agreement that a fixed fee is applicable and charged to the applicant.

The Clients Agrees:

The Client agrees to assist Urang in the performance of its duties, specifically in enforcing all of the terms of the leases and taking legal action against Leaseholders as required. The Client will also comply with the Client/Freeholder's own obligations under the leases and will provide Urang with copies of the relevant freehold and leasehold documents for the property.

Fees:

Urang will act as Managing Agents for £ xxx + Vat per unit per annum with a hand-over fee of £ xxx + Vat per unit to cover dealing with issues outstanding at hand-over

For the management of major works costing over £1,000 or where Urang is required to manage complex insurance claims over £1,000, Urang will charge 8 - 12 % + Vat of the cost of the works as a management fee, including full Section 20 requirements under the Commonhold and Leasehold Reform Act 2002 or equivalent insurance administration processes as required, which fee may be reduced in proportion to the assistance provided by the Client/Freeholder and Leaseholders. The Managing Agent fee will be reviewed annually in line with inflation and actual management costs.

Term and Notice period:

In consideration of legislation (particularly the Commonhold & Leaseholder Reform Act 2002) and case law governing Section 20 Qualifying Long Term Agreements, for the avoidance of doubt this contract is agreed between the parties for a term certain of one year commencing on the Commencement Date given below and thereafter subject to either party providing three months prior written notice.

Further terms of this agreement:

This Agreement shall be governed by and construed in all respects in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts or English Employment Tribunals in respect of this Agreement.

If any provision of this Agreement shall be unenforceable for any reason but would be enforceable if part of it were deleted, then it shall apply with such deletions as to make it enforceable.

Should a legal dispute arise between the Client/Freeholder and the Managing Agent, they shall apply to the Ombudsman Service: Property for a review of the situation and shall abide by the Ombudsman's final decision.

Urang abides by the ARMA codes of practice. These are available for inspection at the office of Urang Property Management Ltd. The procedure for clients complaints are also available on request.

The Client and the Managing Agent agree to pay their own legal costs associated with this Agreement and any ancillary agreements.

This Agreement may be amended only by written agreement between the Client and the Managing Agent.

Signed on behalf of the Client

Signature _____

Name _____

Date _____

Signed on behalf of Urang Property Management Ltd

Signature _____

Name _____

Date _____

Commencement Date for Contract: **xxxxxxx**