



DRAFT

AGREEMENT FOR THE MANAGEMENT OF

Property: [Property Name] ("the Property")

DATE OF AGREEMENT: [] 2017

PARTIES TO THE CONTRACT:

(1) [Client name] of [Client Address] ("**the Client**")

and

(2) Sustainable Property Management Limited T/A Bamptons of Kent Innovation Centre,
Millennium Way, Broadstairs CT10 2QQ ("**the Agent**")

Commencement Date: []

TERMS OF APPOINTMENT

To provide a management service to the best of the Agent's ability which complies with the Client's management & maintenance obligations under the terms of the Leases. This would normally include the following:

1. ACCOUNTING

To include the collection of service charges, special levies and any other payment due from leaseholders. Setting up or continuance of separate, designated trust accounts; setting up or continuance of interest bearing accounts, for reserve fund and service charge monies held in excess of that required for immediate expenditure. All accounts to be held in accordance with the requirements of Section 42 of the Landlord and Tenant act as amended by Section 156 of the Commonhold and Leasehold Reform Act 2002. Submitting all relevant accounting records at year-end to the independent accountant retained by the Client for preparation of year-end accounts. Ensuring accountants comply with Section 152 of the Commonhold and Leasehold Reform Act 2002 which provides for prescribed detailed information within the annual serviced charge statement. Prepare an annual estimate of anticipated expenditure for approval by the Client.

2. MAINTENANCE AND REPAIR

Administer contracts, such as cleaning, gardening, window cleaning, lift maintenance etc. Review of and re-allocation of contracts where necessary. Obtaining of estimates, where appropriate and issuing instructions to contractors on items of maintenance and repair, within the agreed limit specified with the Client. Check demands for payment of goods, services, etc. supplied for the benefit of the property and settle such demands.

3. MAJOR ITEMS OF EXPENDITURE, EXTERIOR AND INTERIOR RE-DECORATION/CONSULTATION PROCEDURES

Provide advice to the client in respect of legislative requirements relating to the Property. Advising on the appointment of surveyors, architects and other professionals where appropriate. The issuing of Notices under Section 20 of the Landlord and Tenant Act 1985 (as amended by the CLRA 2002) and acting as liaison between the surveyor and the Client, is **not** included within the standard management fee and is charged at a rate of £25.00 plus VAT per flat per set of notices.

4. GENERAL RESPONSIBILITIES

To inspect regularly the communal areas of the estate and buildings, without use of equipment, as can be inspected safely in order to ascertain its general condition. To extend a courteous and professional service to lessees. To attend promptly to correspondence and telephone calls received relating to the Property.

5. COMPANY SECRETARIAL DUTIES

If the Client requires the Agent shall update Register of Members, prepare new Share Certificates, where appropriate, complete and file all necessary statutory returns to Companies House. Attendance and taking minutes at Annual General Meetings and Board Meetings and convening of same.

6. DETERMINATION FOR BREACHES OF COVENANT (e.g. non-payment of service charges) (not included in standard management fee)

If the Client requires the Agent to pursue a leaseholder for breach of covenant, then additional fees will apply although limited advice will be given within the standard management fee. Similarly, applications to the First-tier Tribunal, or extensive involvement with solicitors/county courts etc. would be an additional fee, as agreed in advance and in writing with the Client.

7. COMMENCEMENT AND TERM

This Contract shall commence on the Commencement Date and shall remain in effect for a term certain of one calendar year less one day.

8. MANAGEMENT FEES

With effect from the Commencement Date, the Agent will charge a management fee calculated on the following basis:-

£TBC plus VAT per flat per annum.

Remuneration for any additional work that is not part of the service by the Agent shall be agreed in advance and in writing by both parties.

9. AUTHORISATION OF THE AGENT BY THE CLIENT

The Client authorises the Agent to expend any sums for the benefit of the Property that are within the expenditure limit agreed as specified below and also, in cases of emergency, to take such reasonable measures as the Agent shall consider appropriate.

The Client authorises and accepts that the Agent may draw on any monies in the client account to pay the fees and any expenses as and when required.

Specified expenditure limit - £ TBC

All instructions of the Client to the Agent with regard to the service to be performed by the Agent shall be given to the Agent in writing or, if given orally, shall be confirmed in writing within seven days.

The Client is to provide all information necessary to initiate and undertake the management service and any additional work necessitated by the absence of such information, as carried out by the Agent, would attract an additional charge.

The Client authorises the Agent to reimburse itself for agreed management fees (in advance where appropriate), administrative fees and any other agreed expenses/disbursements whenever expended. The basis of the Agent's remuneration as recorded in the Agreement shall apply. In the event of it being agreed that additional work not part of the Agent's Service shall be remunerated by the hour, the rates to apply from the commencement of the Agreement shall be as specified below:-

Hourly rate - as agreed at commencement £100.00 + VAT per hour

The Client authorises the Agent to act on its behalf in dealing with the placing of all types of insurance and also with the making of insurance claims.

The Client authorises the Agent to act on its behalf in dealing with the placing of all types of utility contracts and dealing with utility companies.

10. WORKING FUND

The Agent will hold a working balance of £TBC in order to meet any outgoings on behalf of the Client between service charge receipts.

11. TERMINATION

Either party may terminate this Agreement by serving on the other three months' notice in writing at any time after expiry of the Term.

12. LIABILITY OF THE AGENT

Unless caused by the Agent's negligence in the provision of Service, the Agent is not liable either in contract or in tort for any loss, injury, damage or legal or other expenses sustained as a result of:

- a) the Agent having reasonably relied upon the Client to provide accurate information
- b) any inaccurate estimation/forecast by the Agent of future income or expenditure
- c) any failure to identify any defect in the property, equipment or materials used for the property
- d) the act, omission or insolvency of any person other than the Agent.

The Client shall indemnify the Agent should any claim be made by a third party for any loss, injury, damage or legal or other expenses referred in a) to d) above.

The Agent shall not be liable to indemnify the Client in respect of any similar claims by a third party against them.

13. WAIVER

If either party at any time agrees to waive its rights under this agreement, then that waiver does not prevent the party insisting upon its rights at any other time.

14. LEGAL JURISDICTION

14.1 This agreement shall be governed by the law of England and Wales.

14.2 Each party agrees to abide by the jurisdiction of the courts of England and Wales over any claim arising from this agreement.

15. DATA PROTECTION

Upon the date of this Agreement, the Client and its leaseholders consents to the Agent processing data, information and personal details on the Client, as defined by the Data Protection Act 1998.

IN WITNESS of which the parties to this Deed have duly executed it on the date.

EXECUTED as a Deed by Cavendish Mansions RTM Company Limited

Acting by:

DIRECTOR

Witnessed by:

Name:

Address:

Occupation:

EXECUTED as a Deed by Sustainable Property Management Limited

Acting by:

DIRECTOR

Witnessed by:

Name:

Address:

Occupation: