

Urang Property Management Agreement

The Property:

XXX

Parties:

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

XXX

as Client.



Services 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, and in all cases in compliance with the lease terms.
3. Sourcing 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.

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.
11. Liaising with the Client and Leaseholders, attending meetings as required or agreed under the terms of the contract, including within reason, periodic Client meetings as well as the AGM of the Client.
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, and Landlord and Tenant Act 1985 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 Urang but on agreement that a fixed fee is applicable and charged to the applicant or the Client (as the case may be).

Clients Agree

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.

The Managing Agent Fees

Urang will act as Managing Agents for a fee of £xxx + VAT per unit per annum with a hand-over fee of £ 30 + 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 compliance with 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 and Leaseholders. The Managing Agent fee will be reviewed and agreed 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.

Compliance with the Provision of Services Regulations 2009 (as amended)

Urang has provided to the Client the following information:

- a) Details of its legal status: Limited company registered in the UK, company number 06541973
- b) Its office address for communication including email address and telephone numbers: see cover page (email: paul.cleaver@urang.co.uk)
- c) VAT registration number: 979 1979 36
- d) Its ARMA membership and details of where that membership can be checked: number 1185, which can be checked at www.arma.org.uk
- e) A copy of its complaints handling procedure: appended to this document
- f) Details of the ombudsman scheme that it is required to join as a member of ARMA: Ombudsman Services: Property
- g) Details of the public indemnity policy that it holds: £3m with Hiscox

Future Terms on 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 client's 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: **XXX**



Appendix 1

Complaints Procedure for Managed Properties

We understand that, from time to time, things may go wrong but we will deal with your complaint ensuring all relevant legislation, codes of practice, the covenants of your lease or transfer are taken into account.

If you are not satisfied with the way we have delivered a service to you, or feel that we have failed to keep you informed or you feel you have suffered inappropriate behaviour or treatment from our staff, we ask you to follow the complaints procedure set out below.

Complaints Procedure

In the first instance any complaints will be dealt with by the property manager appointed to undertake daily management and any problems should be dealt with quickly. If the manager is unable to satisfy the complaint by resolving the issue, then the manager will refer this to their Team Leader.

Once any issue has become impossible to resolve through discussion with the appointed manager and their Team Leader, it should be referred to the Head of Property Management.

Any dissatisfaction that relates to the management of the building, the conduct of staff, or the response to earlier complaints, should be brought to the attention of the Team Leader. This can be done in two ways, either by informal discussion with the Team Leader or by submitting the complaint in writing. In either instance the matter should be raised in the following way:

- 1) Bring your complaint to the relevant Team Leader, copied also to the Head of Property Management. We will acknowledge the receipt of your complaint within three working days.
- 2) Allow 15 working days for us to investigate and respond
- 3) If the matter is still not resolved to your satisfaction you should contact us again and we will arrange for a separate review to take place by a senior member of staff. We will inform you of the review findings and confirm our final point of view within 15 working days of receiving your request for a review.
- 4) If the matter is still not resolved to your satisfaction, or more than 8 weeks has elapsed since the complaint was first made, then it should be referred to The Property Ombudsman for them to review.

Contact Details

The Property Ombudsman:

The Property Ombudsman Ltd Millford House, 43-55 Milford Street
Salisbury, Wiltshire, SP1 2BP

Tel: 01722 333 306

Email: admin@tpos.co.uk

Website: www.tpos.co.uk

Urang Head of Property Management:

Joe Munday

Tel: 020 7610 8316

Email: joe.munday@urang.co.uk

Please note the following

You will need to submit your complaint to The Property Ombudsman within 12 months of receiving our final viewpoint letter, including any evidence to support your case.

The Property Ombudsman requires that all complaints are addressed through this in-house complaints procedure, before being submitted for an independent review.